AGENDA
RENO-TAHOE AIRPORT AUTHORITY
MEETING OF THE PLANNING & CONSTRUCTION COMMITTEE

DATE & TIME: Tuesday, October 8, 2019
9:30 a.m. (Or Immediately Following Adjournment of Finance & Business
Development Committee Meeting)

LOCATION: Reno-Tahoe International Airport – Reno, Nevada
Conference Rooms A/B, Administrative Offices, Main Terminal Building

Items 2 and 4 are action items for the Committee to consider. The Committee may discuss a matter when
it is brought up, but no action may be taken on it unless it has been specifically included on an agenda as
an action item.

AGENDA:

1. ROLL CALL

2. APPROVAL OF MINUTES – September 10, 2019 Committee Meeting

3. PUBLIC COMMENT (Limited to Three Minutes per Person)

4. ITEMS TO BE PRESENTED TO THE PLANNING & CONSTRUCTION COMMITTEE FOR
REVIEW AND RECOMMENDATION TO THE BOARD:

   a. #19(10)-59 Authorization for Use of $190,000 of Customer Facility Charges (CFCs) for
the Hertz Corporation, Avis Budget Car Rental, LLC and Enterprise
Leasing Company-West, LLC (RACs) or Their Assignee to Perform
Additional Work on the Feasibility Report and Use $45,000 of CFCs for the
RTAA to Independently Validate Certain Financial Projections and Traffic
and Public Safety Designs Prior to Requesting Approval to Proceed with Phase II Design, Development and Pricing for a Reno-Tahoe International Airport Consolidated Rental Car Facility

5. **ITEMS TO BE PRESENTED TO THE PLANNING & CONSTRUCTION COMMITTEE FOR APPROVAL:**
   None.

6. **ITEMS TO BE PRESENTED TO THE PLANNING & CONSTRUCTION COMMITTEE FOR DISCUSSION:**
   a. North Valleys Flood Mitigation and Utility Corridor Plans
   b. 16R/34L Runway Project
   c. **RTAA Capital Improvement Schedule**

7. **PROJECT STATUS ITEMS TO BE PRESENTED TO THE PLANNING & CONSTRUCTION COMMITTEE FOR INFORMATION:**
   a. Staff Report on the Terminal Access Road Rehabilitation at Reno-Stead Airport [Construction]
   b. Staff Report on Apron Phase 1, 2 and 3, and Adjoining Portion of Taxiway Alpha Rehabilitation at Reno-Stead Airport [Design]
   c. Staff Report on the Passenger Boarding Bridge Replacement Project at Reno-Tahoe International Airport [Construction]
   d. Staff Report on the Airport Communications Center Systems Replacement Project at Reno-Tahoe International Airport [Construction]
   e. Staff Report on the Runway 16R-34L Reconstruction at Reno-Tahoe International Airport [Construction]
   f. Staff Report on the Terminal Elevator Modernization and New Elevator Installation Project at Reno-Tahoe International Airport [Construction]
   g. Staff Report on the Pavement Management System Program at Reno-Tahoe International Airport [Construction]
   h. Staff Report on the Airport Operations Area Perimeter Fence Project at Reno-Tahoe International Airport [Construction]
   i. Staff Report on the Wildlife Hazard Mitigation Project at Reno-Tahoe International Airport [Construction]
   j. Staff Report on the 1200/1280 Terminal Way Pavement Rehabilitation Project at Reno-Tahoe International Airport [Construction]
   k. Staff Report on the TSA Operations Space Remodel-Phase 2 (RNO) [Construction]
   l. Staff Report on the Electric Ground Support Equipment (eGSE) Infrastructure Project at Reno-Tahoe International Airport [Planning]
   m. Staff Report on the Ticketing Hall Expansion Project at Reno-Tahoe International Airport [Planning]

8. **GENERAL MEMBER COMMENTS, QUESTIONS AND ITEMS FOR FUTURE COMMITTEE MEETINGS**
9. PUBLIC COMMENT (Limited to Three Minutes per Person)

10. ADJOURNMENT

Items will not necessarily be considered in the sequence listed. This meeting may be continued if all of the items are not covered in the time allowed. If the meeting is to be continued, the time and place will be announced at the end of the portion of the meeting to be continued.

Supporting Material: The designated contact to obtain supporting material is Jamie Kuryllo, Clerk of the Board, P.O. Box 12490, Reno, NV, 89510 or 775-328-6410. Supporting material is also available at the Reno-Tahoe Airport (Administrative Offices) and at the scheduled meeting.

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Clerk of the Board at P.O. Box 12490, Reno, NV, 89510 or 775-328-6410 prior to the meeting date.

THIS NOTICE HAS BEEN POSTED AT THE FOLLOWING LOCATIONS:
1. Airport Authority Administrative Offices – 2001 E. Plumb Lane, Reno
2. Washoe County Administrative Offices – 1001 E. 9th Street, Reno
3. Reno City Hall – One East First Street, Reno
4. Sparks City Hall – 431 Prater Way, Sparks
1. **ROLL CALL**

Chair Sperber called the meeting to order at 9:04 a.m.

Roll was called.

In Attendance:
- Trustee Sperber, Chair
- Trustee Carey, Committee Member
- Richard Jay, Committee Alternate
- Carol Chaplin, Committee Alternate
- Marily Mora, President/CEO
- Dean Schultz, Executive Vice President/COO
- Katie Hoffman, General Counsel
- Gary Probert, Manager of Engineering and Construction
- Lissa Butterfield, Manager of Planning and Environmental Services
- Tony Curatolo, Senior Airport Project Manager
- Amanda Twitchell, Senior Airport Project Manager
- Bryce Juzek, Airport Project Manager II
- Holly Luna, Manager of Purchasing & Materials Management
- Jamie Kuryllo, Clerk of the Board
- Corey Comeaux, Q&D Construction
- Travis Edgar, Q&D Construction
- Tim Kintzler, Q&D Construction
- Travis Coombs – Core Construction
- Joe Mamola, Atkins North America
- Joe Mactutis, Stantec

2. **APPROVAL OF MINUTES FROM AUGUST 6, 2019**

On motion by Trustee Carey, seconded by Trustee Sperber, which motion duly carried by unanimous votes, the Committee approved the minutes from the Planning and Construction Committee meeting of August 6, 2019.

3. **PUBLIC COMMENT**

None.

4. **ITEMS TO BE PRESENTED TO THE PLANNING & CONSTRUCTION COMMITTEE FOR REVIEW AND RECOMMENDATION TO THE BOARD**
Planning & Construction Committee  
September 10, 2019 Minutes 
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a. #19(09)-56  Authorization for the President/CEO to Award a Construction Contract for the 2019 Phase 2 Landside Pavement Repairs and Rehabilitation Project at Reno-Tahoe International Airport, with Q&D Construction, in the Amount of $480,178.46

Gary Probert, Interim Vice President of Planning, Engineering and Environmental Management/Manager of Engineering and Construction, presented on the 2019 Phase 2 Landside Pavement Repairs and Rehabilitation Project.

Mr. Probert requested that the Committee recommend that this item be sent to the Board to authorize the President/CEO to award a construction contract for the 2019 Phase 2 Landside Pavement Repairs and Rehabilitation Project at Reno-Tahoe International Airport, with Q&D Construction, in the amount of $480,178.46.

Trustee Carey requested that staff look into ways to direct pedestrians from the crew lot to a marked crosswalk.

Trustee Jay inquired about how the lot is monitored. Mr. Probert responded that crew members must pay for a permit (hang-tag) each year. The lot is patrolled regularly by landside staff and vehicles without the proper permit are towed.

On motion by Trustee Jay, seconded by Trustee Carey, which motion duly carried by unanimous votes, the Committee recommended this item [#19(09)-56] go to the Board for approval at the September 12, 2019 Board meeting.

b. #19(09)-57  Authorization for the President/CEO to Execute Amendment No. 12-2019 Landside Pavement Repairs and Rehabilitation Project to the Professional Services Agreement for 2019 Annual Construction Management Services for the Airport Capital Improvement Plan at Reno-Tahoe International Airport and Reno-Stead Airport, with Atkins North America, in the Amount of $64,750, for a Total of $1,936,855

Gary Probert, Interim Vice President of Planning, Engineering and Environmental Management/Manager of Engineering and Construction, presented on an amendment to the Professional Services Agreement for construction management services with Atkins North America.

Mr. Probert requested that the Committee recommend that this item be sent to the Board to authorize the President/CEO to execute Amendment No. 12-2019 Landside Pavement Repairs and Rehabilitation Project to the Professional Services Agreement for the 2019 Annual Construction Management Services for the Airport Capital Improvement Plan at Reno-Tahoe International Airport and Reno-Stead Airport, with Atkins North America, in the amount of $64,750, for a total of $1,936,855.

On motion by Trustee Carey, seconded by Trustee Jay, which motion duly carried by unanimous votes, the Committee recommended this item [#19(09)-57] go to the Board for approval at the September 12, 2019 Board meeting.
5. **ITEMS TO BE PRESENTED TO THE PLANNING & CONSTRUCTION COMMITTEE FOR APPROVAL**

None.

6. **ITEMS TO BE PRESENTED TO THE PLANNING & CONSTRUCTION COMMITTEE FOR DISCUSSION**

a. North Valleys Flood Mitigation and Utility Corridor Plans

Dean Schultz, Executive Vice President/COO, provided an update on the North Valleys Flood Mitigation and Utility Corridor Plans.

A Right of Entry and Hold Harmless Agreement between the Reno-Tahoe Airport Authority and the City of Reno was fully executed on September 4, 2019. The City of Reno may now move forward with the temporary over-land pipe across Reno-Stead Airport property from Swan Lake to a 450-acre parcel owned by Washoe County.

Aric Jensen, Revitalization Manager for the City of Reno, has been holding stakeholder meetings with all utility providers and is beginning to develop a comprehensive utility corridor plan. Trustee Sperber requested that staff take the Master Plan into consideration during any discussions regarding the alignment of the utility corridor.

b. 16L/34R Runway Project

Tony Curatolo, Senior Airport Project Manager, provided an update on the 16L/34R Runway Project. The Notice to Proceed for the 16L/34R Runway Project Phase 1 was issued to Granite Construction on July 15, 2019 and the Airfield improvements are well underway. The Federal Aviation Administration (FAA) recently instituted a minimum water cement ratio which will not work well locally. This requires the Airport to submit a Request for Modification of Airport Design Standards to the FAA. Granite Construction has agreed to push the portion of concrete for this year’s project to next spring at no additional cost while the Airport awaits a response from the FAA.

Planning for the 16R/34L Runway Project Phase 2 is currently underway; construction is expected to last one full season (2020) and a portion of a second season (2021).

c. RTAA Capital Improvement Schedule

An updated schedule was included in the Trustee’s monthly Board Packet.

Trustee Carey requested more information regarding the scope of the study for the Ticketing Hall Expansion Project.

7. **PROJECT STATUS ITEMS TO BE PRESENTED TO THE PLANNING & CONSTRUCTION COMMITTEE FOR INFORMATION**
a. Staff Report on the Terminal Access Road Rehabilitation at Reno-Stead Airport [Construction]
This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

b. Staff Report on Apron Phase 1, 2 and 3, and Adjoining Portion of Taxiway Alpha Rehabilitation at Reno-Stead Airport [Design]
This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

c. Staff Report on the Passenger Boarding Bridge Replacement Project at Reno-Tahoe International Airport [Construction]
This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet.

Trustee Carey requested additional information regarding the timeline of this project. Amanda Twitchell, Senior Airport Project Manager, responded that the replacement of C-1 and B-10 began on Monday, September 9, 2019. Joe Mamola, Atkins North America, stated that Atkins will be on site providing construction management services on Wednesday, September 11, 2019 to coordinate the removal of the two old bridges and delivery of the two new bridges.

d. Staff Report on the Airport Communications Center System Replacement Project at Reno-Tahoe International Airport [Construction]
This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

e. Staff Report on the Runway 16R-34L Reconstruction at Reno-Tahoe International Airport [Construction]
This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet and also discussed earlier on the agenda.

f. Staff Report on the Terminal Elevator Modernization and New Elevator Installation Project at Reno-Tahoe International Airport [Construction]
This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

g. Staff Report on the Pavement Management System Program at Reno-Tahoe International Airport [Construction]
This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

h. Staff Report on the Airport Operations Area Perimeter Fence Project at Reno-Tahoe International Airport [Construction]

This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

i. Staff Report on the Wildlife Hazard Mitigation Project at Reno-Tahoe International Airport [Construction]

This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

j. Staff Report on the 1200/1280 Terminal Way Pavement Rehabilitation Project at Reno-Tahoe International Airport [Construction]

This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

k. Staff Report on the TSA Operations Space Remodel-Phase 2 at Reno-Tahoe International Airport [Construction]

This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

l. Staff Report on the Airfield Maintenance Yard Pavement Reconstruction Project at Reno-Tahoe International Airport [Construction]

This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

m. Staff Report on the Ticketing Hall Expansion Project at Reno-Tahoe International Airport [Planning]

This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

n. Staff Report on the Electric Ground Support Equipment (eGSE) Infrastructure Project and Reno-Tahoe International Airport [Planning]
This item was summarized in the monthly Project Status Report which was included in the monthly Board Packet. As there were no additional updates or questions regarding the information submitted, this item was not discussed further.

8. GENERAL MEMBER COMMENTS, QUESTIONS AND ITEMS FOR FUTURE COMMITTEE MEETINGS

None.

9. PUBLIC COMMENT

None.

10. ADJOURNMENT

There being no further business, Chair Sperber adjourned the meeting at 9:45 a.m.

*** These draft minutes have not yet been approved and are subject to revision at the next regularly scheduled meeting. ***
Board Memorandum

DATE: October 1, 2019
TO: Chairwoman & Board Members
FROM: Marilyn Mora, A.A.E., President/CEO
SUBJECT: Authorization for Use of $190,000 of Customer Facility Charges (CFCs) for the Hertz Corporation, Avis Budget Car Rental, LLC and Enterprise Leasing Company-West, LLC (RACs) or their assignee to perform additional work on the feasibility report and use $45,000 of CFCs for the RTAA to independently validate certain financial projections and traffic and public safety designs prior to requesting approval to proceed with Phase II Design, Development and Pricing for a Reno-Tahoe International Airport Consolidated Rental Car Facility

Staff Recommendation

Staff recommends approval for authorization for use of $190,000 of Customer Facility Charges (CFCs) for the Hertz Corporation, Avis Budget Car Rental, LLC and Enterprise Leasing Company-West, LLC (RACs) or their assignee to perform additional work on the feasibility report and use $45,000 of CFCs for the RTAA to independently validate certain financial projections and traffic and public safety designs prior to requesting approval to proceed with Phase II Design, Development and Pricing for a Reno-Tahoe International Airport Consolidated Rental Car Facility.

Purpose

This action is in support of Reno-Tahoe Airport Authority (RTAA) Strategic Priority #3 – Facilities for the Future.

Background

In October 2016, the RTAA commenced a master planning process for the Reno-Tahoe International Airport (RNO). A key finding of the RNO Master Plan process is a need for additional public parking, as well as a need for additional space to support growth of rental car operations. The preferred alternative in the RNO Master Plan, adopted by the RTAA Board of Trustees at its December 2017 meeting, anticipates the construction of a Consolidated Rental Car Facility (ConRAC) during the next five years.

Currently, the Hertz Corporation, Avis Budget Car Rental, LLC and Enterprise Leasing Company-West, LLC (RACs) lease the north half of the ground floor of the public parking garage for their customers to pick up and drop off rental cars (Ready Return Area) as well as a lot and facility located immediately north of the public parking garage where the RACs wash and fuel returned cars in order to quickly ready the cars for the next rental (Quick Turnaround Area or QTA). A ConRAC will allow the Ready Return and QTA operations to be relocated, freeing up additional garage parking stalls and creating an additional covered surface lot for the RTAA to accommodate the current and forecasted public parking demand.

In addition to the Ready Return Area and QTA, the RACs lease counter and office space in the baggage claim area in the terminal building (concessions revenue) as well as rental car service and storage facilities
and lots (facilities revenue) located on National Guard Way and Aviation Way. Current RAC leased premises are shown in Exhibit A.

On January 5, 2018, the RACs executed a non-binding Memorandum of Understanding (MOU) with the RTAA agreeing to amend and restate the 2010 Concession Leases and Facility Leases (Leases) to be effective July 1, 2018 for five years, or until the opening of the ConRAC, whichever occurs earlier. In March 2018, the Board approved the amended and restated Leases.

As part of their operations, the RACs have collected and remitted CFCs to the RTAA since July 1, 2012. CFCs are currently used to fund property management, repairs and improvements to RTAA-owned rental car facilities. As part of the MOU, the RACs agreed to increase the CFC rate to both fund existing rental car facilities maintenance, and build reserves for funding of the ConRAC in the intermediate future. The first increase to the CFC rate, from $1.25 to $3.50 assessed to each car rental per day, was approved by the Board as part of the Fiscal Year (FY) 2018-2019 Master Fee Resolution that went into effect on July 1, 2018.

On September 25, 2018, the RACs submitted a letter (Exhibit B) to the RTAA (a) stating their preference for a tenant improvement private delivery of a ConRAC, (b) advising of their selection of Conrac Solutions (CS) to represent their interests in exploring ConRAC feasibility and development and (c) requesting an Exclusive Option to Ground Lease and Develop Real Estate at Reno-Tahoe International Airport for the ConRAC site identified in the RNO Master Plan (Option) (Exhibit C). The RACs have entered into exclusivity agreements with CS, who will work with RTAA, to complete the tasks needed to determine the best possible facility at RNO.

Following receipt of the September 2018 letter from the RACs, the RTAA contacted several airports that have worked with CS on feasibility studies and ConRAC build-outs to learn about their experiences. The feedback from other airports was positive. Austin Bergstrom International Airport and Bismarck Airport both valued CS’s ability to align the diverse needs and desires of multiple rental car companies and the assumption of project responsibility and risk.

At the November 2018 Board Retreat, staff gave a presentation on the RNO Master Plan including an overview of project delivery methods available for implementation. Specific to the ConRAC, staff presented the preferred approach of the RACs, a tenant improvement process, for discussion. The Option is the mechanism by which the RACs prefer to explore ConRAC feasibility, design and pricing (Exhibit C).

At the February 14, 2019 Board Meeting, the Board authorized the President/CEO to enter into the Option with the RACs, as Optionee, to study and understand if there is a feasible project. The Option first allows for completion of Phase 1 to identify a feasible project scope and concept.

The Phase 1 - Feasibility Work identifies the components of a ConRAC at a level of detail that can be tested and fully-priced during Phase 2 - Design and Development. Specific deliverables associated with Phase 1 - Feasibility Work are: conceptual ConRAC drawings, a preliminary project budget, a conceptual operations plan, Ground Lease/Sublease/Concession Lease term sheet, a plan of finance including multiple scenarios modeled at various CFC levels, a preliminary project schedule, identification of delivery team and a proposal to complete Phase 2 - Design, Development and Pricing. The Option allows the RTAA to terminate the Option during the process if the RTAA elects not to proceed from Phase 1 to Phase 2, from Phase 2 to Phase 3, or if there is an uncured breach of the Option. Should RTAA terminate the Option now, RTAA will retain sole ownership of the Phase 1 - Feasibility Work deliverables.

At the June 14, 2019 Board Workshop, the Preliminary Phase 1 Study findings were presented by CS, including the proposed ConRAC sites at the current QTA location and the additional location identified in the Board adopted RNO Master Plan. The Board requested staff to bring the final Phase 1 Study to the August Board for discussion and possible direction. As discussed at the February Board Meeting and the June Board Workshop, following the Board’s review of the Phase 1 - Feasibility Work, Board action would
advance the process into Phase 2 - Design, Development and Pricing with Board approval of $9,220,000 of CFCs to fund the work.

The second increase to the CFC rate, from $3.50 to $4.50 assessed to each car rental per day, was approved by the Board as part of the Fiscal Year (FY) 2019-2020 Master Fee Resolution that went into effect on July 1, 2019.

At the August 8, 2019 Board Workshop, an update of the progress on the Phase 1 Study findings since June 2019 was presented by CS. The Board provided feedback on the design and requested staff begin design discussions with first responders. CS had preliminary discussions with the City of Reno Planning and Fire (Chris Pingree, Building and Safety Manager) at 5% design on March 14, 2019 and no immediate concerns were raised by the City at that stage of design. On August 21, 2019, Airport Police and Airport Fire advised staff of their request for a design consideration to include exclusive secure airside access directly into the new QTA area of the ConRAC facility to allow efficient emergency response to that area. In addition, they requested either gated access or a roadway cutout at the north end of the loop roadway into the public parking garage to allow for emergency response staging inside the garage to get off the loop road.

Discussion

At the September 12, 2019 Board Workshop, Conrac Solutions (CS) and RTAA Staff presented an overview of the Phase 1 Feasibility Report to the Board. The Board of Trustees had questions and concerns regarding the length of the historical data that did not include a recession that was used in the Unison Transaction Day Forecast, the lack of detail on the consideration that was given to the impact of TNCs and other alternative ground transportation options used in the Transaction Day Forecast, the egress from the parking garage and proposed ready return helix, and the traffic flow should there be a catastrophic event at the airport.

The CS Development Team highlighted that the Phase 2 process is intended to address all of these elements with a parallel plan that increases efficiency versus a sequential analysis approach. A few Board members stated a preference for an incremental approach with a focus on certain key priorities in order for the Trustees to be comfortable with larger scale advancements/commitments.

Several areas of clarification requested by Trustee's include the following:
- Deeper data collection and analysis of rental car transactions and revenue drivers that include the last recession
- TNC/Turo data to educate the Board on the possible impact to the Reno rental car market
- Better understanding of the RAC business drivers specific to RNO that assist in the understanding of the TNC impact unique to the Reno market. More detailed consideration of Traffic and Siting considerations
- Sample Phase 2 reports from other ConRAC projects at airports (for informational purposes)
- A better understanding of RTAA financial risk issues and protections that details the risk transfer to CS and equity investors

RECOMMENDED NEXT STEPS

Trustees suggested that RTAA should independently validate the outcomes from Phase I and certain aspects of the development analysis should be prioritized for earlier consideration. Information gathered will be considered Phase 1.1 and presented to the Board by the December 10, 2019 Committee meetings and December 12, 2019 Board meeting.
RTAA VALIDATION

RTAA will retain independent third parties with expertise in ConRACs to evaluate key areas of consideration under three separate Professional Services Agreements. Specific independent analyses includes:

1. Market Analysis And Validation Of Financial Projections - Jeff Schulthess of Landrum-Brown (L&B) will be working with RTAA staff to analyze the Transactional Forecast contained in the Conrac Solutions Feasibility Study (prepared by Unison). The Forecast includes volume and revenue estimates of Customer Facility Charges (CFCs) to be collected by the rental car companies over the next 20 years. The CFCs will become a pledged revenue source to repay the bonds issued by Conrac Solutions and fund facility maintenance, operations, capital replacement and return on equity. Mr. Schulthess will be analyzing the assumptions used in the forecast, including but not limited to revenue growth, economic cycles and impacts from Transportation Network Companies (Uber, Lyft, etc.). L&B is an airline industry consultant representing airport operations worldwide. Mr. Schulthess has extensive experience working with RTAA having been a key consultant on the Master Plan feasibility analysis.

2. Validation Of Total Project - Program Cost Projections – Jeff Turner of Turner CM will be working with RTAA staff to analyze the ConRAC program cost projections from a project management/construction management perspective. Mr. Turner will review the 10% design progress to date, the Abacus cost estimate and the Austin Commercial Phase 2 Design and Pricing Proposal included as appendices in the Phase 1 Feasibility Study.

3. Validate Preliminary Assumptions Regarding Traffic, Site And Circulation Issues – Marc Butorac of Kittelson & Associates will be working with RTAA staff to analyze the 10% design progress to date as it relates to traffic, site considerations and circulation issues. Mr. Butorac will prepare a detailed memo for the Board on his initial thoughts of the design at this stage.

4. Public Safety Assessment of Design – RTAA staff will work with local and internal public safety representatives to review the 10% design progress to date as it relates to public safety and emergency response.

RAC/CONRAC SOLUTIONS – ACCELERATE PRIORITIES

Certain aspects of the development process are critically important to the Trustees in order to increase confidence of the right path forward. Those aspects should be prioritized for additional development as part of an extended Phase 1 process. In essence, this would be completing a Phase 1.1 before moving forward. The items to be accelerated are:

- Advance the historical data collection and analysis by the market consultant (Unison) and provide an analysis of the impacts of TNC and other ground transportation competitors
- Advance the Traffic Impact analysis to a more robust level
- Provide Trustees with TNC data that was requested
- Provide Trustees with Phase 2 reports from other airports
- Provide Trustees with a summary table of past transaction day forecasts from other airports (Phase 1 and any changes in Phase 2) and what happened after the facility was constructed.
Fiscal Impact

This item to conduct a Phase 1.1 has a total fiscal impact of $235,000 in FY 2019-2020. It will not affect airline rates and charges, as CFCs are the sole funding source for this project. Each of the three separate Professional Services Agreements under the control of the RTAA for validation purposes are a not-to-exceed amount of $15,000 a piece resulting in a total expenditure of $45,000. The additional work to be completed by Conrac Solutions, LLC for Phase 1.1 is in the amount of $190,000. As the RTAA is in receipt of the Phase 1 - Feasibility Deliverables, a previously-approved payment from CFCs in the amount of $500,000 will also be made in FY 2019-2020.

Current CFC funds available as of June 30, 2019 were $6,202,629. CFC funds committed to operations total $340,000 in FY 2019-2020, existing facility maintenance capital projects in FY 2019-2020 are budgeted at $1,426,141, and $500,000 was previously-approved for Phase 1 – Feasibility, as noted above. With anticipated CFC forecasted revenues of $5,966,100 in FY 2019-2020, the anticipated available funds June 30, 2019 is $9,902,588. If this item is approved, approximately $9,667,588 will be available for future ConRAC expenses.

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<th>CFC Balance June 30, 2019</th>
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<tbody>
<tr>
<td>Operating Expenses FY 2019-2020</td>
<td>($340,000)</td>
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<tr>
<td>Capital Project Expenses FY 2019-2020</td>
<td>($1,426,141)</td>
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<tr>
<td>Phase 1 – Feasibility Work</td>
<td>($500,000)</td>
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<tr>
<td>Estimated CFCs Forecast FY 2019-2020</td>
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<tr>
<td><strong>Estimated Total CFC Balance June 30, 2020</strong></td>
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<tr>
<td>Phase 1.1</td>
<td>($235,000)</td>
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<tr>
<td><strong>Estimated Total CFC Balance Less Phase 1 and 1.1</strong></td>
<td><strong>$9,667,588</strong></td>
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Committee Coordination

This item is scheduled to be presented at the October 8, 2019 Finance and Business Development Committee and Planning and Construction Committee meetings.

Recommended Motion

It is hereby recommended that the Board adopt the following motion:

"It is hereby moved to approve authorization for use of $190,000 of Customer Facility Charges (CFCs) for the Hertz Corporation, Avis Budget Car Rental, LLC and Enterprise Leasing Company-West, LLC (RACs) or their assignee to perform additional work on the feasibility report and use $45,000 of CFCs for the RTAA to independently validate certain financial projections and traffic and public safety designs prior to requesting approval to proceed with Phase II Design, Development and Pricing for a Reno-Tahoe International Airport Consolidated Rental Car Facility."

MM/am
Reno-Tahoe International Airport
Rental Car Service Facilities

Surface Lot
184,657 SF

Surface Lot
163,561 SF
Building Lease
3,500 SF

Surface Lot
218,800 SF

Surface Lot
181,272 SF
Building Lease
6,168 SF

Surface Lot
163,561 SF

Building Lease
7,500 SF

Surface Lot
76,800 SF

Alamo National
Avis Budget
Dollar Thrifty
Enterprise
Hertz
September 25, 2018

Marily Mora, A.A.E.
President/CEO
Reno-Tahoe Airport Authority
PO Box 12490
Reno, NV 89510-2490

Dear Ms. Mora:

The Reno-Tahoe International Airport Authority (Authority) has asked the rental car concessionaires at the Reno-Tahoe International Airport (RNO) to provide input and feedback on ways to improve future operations (and operating space) at RNO. In response to the Authority’s request, the three national rent-a-car companies (RACS) at RNO offer the following conclusions.

We believe RNO needs a consolidated rent-a-car facility (ConRAC) to improve efficiency and customer service. We have consistently voiced this opinion during the master planning process. We believe a ConRAC developed by a ConRAC specialist, that is funded by long-term privately-sourced financing secured by the Customer Facility Charge (CFC), and is in a location walkable from the Terminal, has the potential to be the most efficient and will quickly provide the highest quality facility.

As an industry, we have participated in dozens of airport ConRAC projects and have seen how a well-designed and located facility benefits an airport, the rent-a-car concessionaires and most importantly, the customers we share. Because of our first-hand experience with numerous ConRAC projects that have proven much more difficult than one might expect, and because we have the greatest stake in the facility’s operational effectiveness and efficiency, customer service, and cost over time, we believe our companies, individually and where appropriate collectively, can be important contributors to the process of advancing a ConRAC from idea to successful operation. Using this approach, we fully support the use of CFCs to achieve this goal and are prepared to support the Authority’s decision as to a reasonable increase of CFCs to make the ConRAC a reality, as soon as is practical.

To best facilitate this approach, the rent-a-car concessionaries at RNO have completed our due diligence process and have selected Conrac Solutions Project Delivery (CSPD) to represent our interests in exploring ConRAC development using a private-delivery method. CSPD’s proven track record of financing, delivering, and operating numerous ConRACs, on-time and within budget, has earned our trust and selection as our exclusive choice at RNO, to explore the potential to design, build, finance, operate and maintain the facility. Accordingly, our company and each of the other RACs, have entered into respective written exclusivity agreements with CSPD to complete the tasks needed to determine and, subject to Authority approval, achieve the best possible facility for RNO.
Under this approach, each of us is prepared to negotiate and enter into eventual sub-leases with CSPD. Under this arrangement, each rent-a-car company operating at RNO would retain its own concession agreement directly with the Reno-Tahoe Airport Authority, consistent with existing terms, but amended for ConRAC financing and occupancy, allowing the Authority to continue to determine the business relationship between each concessionaire and which concessionaires may or may not be allowed to operate on-airport.

To produce the detailed technical and financial analysis needed, we respectfully request the Authority consider granting the RACs, collectively, an Option-to-Ground Lease the site identified in the RNO Master Plan. With the Option-to-Ground Lease in place, we would have the confidence to direct CSPD to commence a feasibility analysis, coordinated with Authority and RAC input. This analysis would include a review of all Airport efforts to date, and determine scope, preliminary concept design, schedule, appropriate business terms and preliminary cost and financing estimation for a Go/No-Go decision to proceed. If you are agreeable to this approach, we can provide you with a draft Option-to-Ground Lease Agreement.

As in every market, we know there is interest in the Reno-Tahoe contracting community to participate in this development. As part of the private delivery method, CSPD will implement a process to solicit proposals, engage with and evaluate interested vendors, including a lead design-build firm to construct the project and the full range of subcontractors, all from the Reno-Tahoe region.

We look forward to continuing to work with your team to define an efficient, new, consolidated rental car facility that fits with the Reno-Tahoe International Airport 20-year Master Plan.

Sincerely,

Connie Gurich                  Lorie Tallarico                  Howard Puterman
Director of Properties         Director of Properties         GM/Vice President
The Hertz Corporation          Avis Budget Car Rental, LLC     Enterprise Leasing Company
                                Enterprise Leasing Company West, LLC

cc: Robert Hunsinger, Conrac Solutions
AGREEMENT
FOR
EXCLUSIVE OPTION TO LEASE AND DEVELOP REAL ESTATE
at
Reno-Tahoe International Airport

This Agreement for Exclusive Option to Lease and Develop Real Estate at Reno-Tahoe International Airport ("Option Agreement"), effective upon full execution ("Effective Date"), is by and between

The Reno-Tahoe Airport Authority ("Authority"), a quasi-municipal corporation organized under Chapter 474, Statutes of Nevada 1977, as amended, with its principal office at Reno-Tahoe International Airport, 2001 East Plumb Lane, Reno, Nevada 89502, acting by and through its President/Chief Executive Officer,

and

The Hertz Corporation, a Delaware corporation,

Avis-Budget Car Rental, LLC, a Delaware limited liability company, and

Enterprise Leasing Company-West, LLC, a Delaware limited liability company,

(collectively the "RACs" and "Optionee").

(the Authority and Optionee are each referred to herein as a "Party" and collectively as the "Parties.")

RECITALS:
A. WHEREAS: The Authority owns and operates Reno-Tahoe International Airport (the "Airport"), located in the City of Reno, Washoe County, Nevada, as a commercial aviation facility, and is authorized to contract for the use of Airport premises and facilities and the provision of products and services thereon; and

B. WHEREAS: In October 2016, the Authority commenced a master planning process for the Airport ("Master Plan"); and

C. WHEREAS: A key finding of the Master Plan process is a need for additional public parking at the Airport, as well as a need for additional space to support growth of the rental car operations; and

D. WHEREAS: As the preferred alternative in the Master Plan, adopted by the Authority's Board of Trustees at its December 14, 2017 meeting, Authority has identified a site for construction, within the next five (5) years, of a new multi-level structured facility which will primarily consist of a new rental car customer service, ready/return, staging facilities, and quick turn-around vehicle servicing facilities to serve all car rental concessionaires operating at the Airport ("ConRAC"), walkable from the Airport terminal and compatible with improvements to create a multi-user center for ground transportation (a "Ground
Transportation Center,” or “GTC”) (development of a ConRAC and GTC constituting
the “Project”, and the site identified by the Authority being the property described and/or
depicted on Exhibit A attached hereto (the “Property”); and

E. WHEREAS: Each of the RACs is party to a separate Restated and Amended Nonexclusive
Vehicle Rental Concession Lease (each, a “Concession Lease”) with the Authority, and is
expected by the Authority to be included among the RACs that will occupy and operate in
the ConRAC that will comprise the great majority of the Project; and

F. WHEREAS: Each of the RACs operate in, and have been involved in the development of,
dozens of ConRACs, including as part of multi-use ground transportation centers, at
commercial service airports across the United States; and

G. The Authority has never before programmed, financed or constructed a ConRAC or
GTC; and

H. WHEREAS: The RACs are, and will continue to be, required by the Authority to collect
from their customers Customer Facility Charges (“CFCs”) and remit the proceeds to pay
for the long-term capital costs to develop and construct, provide asset management for, and
provide on-going renewal for the ConRAC, to pay certain unknown and “yet-to-be-
determined” costs for day-to-day operation, maintenance and repair of the ConRAC, to pay
for day-to-day operation, maintenance and repair of the current rental car facilities at the
Airport, and to provide funding for expenses incidental to, but necessary for, the
development of the ConRAC, including the relocation of existing Authority tenants; and

I. WHEREAS: As memorialized in the RACs’ letter to the Authority’s President/CEO
dated September 25, 2018, attached hereto as Exhibit X and incorporated by reference
herein, the RACs have collectively committed to cooperate amongst themselves in the
making of decisions regarding their collective common interests regarding the design,
development, construction, costs and ongoing business terms associated with co-location
in a ConRAC; and

J. WHEREAS: The scope, design, construction and financing of the Project and its delivery
method will significantly affect the RACs’ future operating environment, efficiency and
costs, giving them unique incentive to pursue, facilitate, and provide collective input and
guidance for the Project, and they have, therefore, requested that the Authority grant to
them an option to ground lease the Property and to develop and construct the Project with
financing payment from CFCs and a commitment to the use of future CFCs for such
purpose; and

K. WHEREAS: Based on the RACs’ extensive and unique experience with these facilities,
and in light of the impacts the scope, design, construction and financing and efficient
project delivery will have on the RACs and Airport customers, the Authority has
determined that granting the requested option in accordance with the terms set forth in this
Option Agreement is in the Authority’s and the public’s best interest;

NOW, THEREFORE, in consideration of the foregoing, the payment to the Authority by
Optionee of the sum of $10.00, the reciprocal covenants contained herein, and for other good and
valuable consideration described herein, the receipt and sufficiency of which are acknowledged,
and intending to be legally bound, the Parties agree as follows:
Foreword: RAC Industry Liaison. In order to achieve an orderly administration of this Option Agreement between the RACs as Optionee and the Authority, it will be necessary for the RACs to designate and appoint a single person of their choosing as lead negotiator to represent the common interests of the RACs under this Option Agreement. Such designated and appointed person is the "RAC Industry Liaison." The Authority shall be required only to communicate and deal with the RAC Industry Liaison in connection with this Option Agreement. As between the Authority and the RACs, the RAC Industry Liaison shall be designated to represent the RACs' common interests in all aspects of the exercise and performance of the rights, duties and obligations of the RACs under and pursuant to this Option Agreement. The Authority shall have the right to rely on the RAC Industry Liaison's approvals, disapprovals, instructions and other communications and advice communicated and/or delivered in writing to the Authority by the RAC Industry Liaison and expressly identified as communications approved by and copied to all RACs (the "RAC Joint Communications"), all of which shall be deemed to be authorized by each of the RACs without any duty whatsoever of the Authority to inquire about or confirm the authority of or for any RAC Joint Communications; the Authority shall be entitled to rely on the RAC Joint Communications, provided that the RAC Industry Liaison shall not be deemed the legal agent of any RAC and no such RAC Joint Communication shall be contractually binding on any RAC.

Objection Notice Process: Notwithstanding the foregoing, in the event the Authority is delivered written notice or advice from any RAC (in each instance, an "Objection Notice") that it (i) rescinds its appointment and authority of the RAC Industry Liaison or (ii) disagrees with or objects to any RAC Joint Communication(s) already given, or to be given, to the Authority by the RAC Industry Liaison, then the Authority may suspend its performance, without breach, default or prejudice under this Option Agreement, until the applicable Objection Notice is resolved. An Objection Notice shall be deemed resolved only at such time as the RACs, by collective and direct communication delivered to the Authority (in each instance, a "Proposed Objection Notice Resolution"), either (a) replace the RAC Industry Liaison and provide the effective date of such replacement (which effective date may not be a date prior to the date the Objection Notice is delivered to the Authority) or (b) deliver a communication to the Authority that effectively resolves the matters set forth in the Objection Notice; provided, however, that (x) the Authority shall remain entitled to rely on all RAC Joint Communications delivered to the Authority and not made the subject of an Objection Notice within ten (10) days thereafter and (y) all actions or forbearances of the Authority taken prior to its receipt of an Objection Notice in reliance upon RAC Joint Communications received by the Authority prior to its receipt of an Objection Notice and not made the subject of an Objection Notice within ten (10) days thereafter shall, in the sole discretion of the Authority, be without prejudice to the Authority, notwithstanding the applicable Proposed Objection Notice Resolution. No Objection Notice shall toll the time for, nor excuse or delay, any performance of the Optionee of its obligations under this Option Agreement, unless the Authority, in its sole discretion, agrees to the applicable Proposed Objection Notice Resolution, as and to the extent same includes any extension of time for, or waiver of, performance by the Optionee. Objection Notices and Proposed Objection Notice Resolutions shall be sent and deemed delivered in accordance with Section 14 below.
1. **The Option.**

1.1 **Grant of Option to Lease and Develop.** The Authority hereby grants to the RACs collectively as Optionee, and Optionee hereby accepts, the following sole, exclusive option, but not obligation or responsibility, (the “Option”) to enter into:

To lease at fair market rent, as determined on a mutually agreed basis net of any material reserved use by the Authority, the Property as depicted on Exhibit A, attached hereto, and thereupon to have the right and obligation to develop, construct, operate and sublease a ConRAC designed, constructed and financed with CFCs, coordinated with a GTC program, configuration and funding sources to be determined by agreement of the Parties, all in accordance with the terms and conditions of this Option Agreement, said lease to be for the term reasonably needed to support, amortize and pay-off financing for the Project under section 5.2 below, but not less than thirty (30) years, and rent being adjusted over the term of the lease based on both periodic fair market value and Consumer Price Index increases, with the terms of such lease to be established in greater detail by negotiation under Sections 1.2(b) and (c) (said lease being referred to herein as the “Ground/Master Lease”).

1.2 **Option Consideration and Term.** Consideration for the Option (the “Option Consideration”) shall be the sum of $10.00, together with Optionee’s commitment to the full and timely performance of paragraph (a) of this Section 1.2, and causing the commencement, within thirty (30) days after the Effective Date, of the “Feasibility Work” described in paragraph (b) of this Section 1.2, to be completed within six (6) months thereafter. Conditioned upon acceptance and approval in accordance with this Option Agreement of the “Feasibility Deliverables,” also described in paragraph (b) of this section, and unless terminated earlier under the terms of this Option Agreement, the Option shall be effective on the Effective Date and continue thereafter during the diligent prosecution of “Design Development and Pricing” described in paragraph (c) below and for one hundred twenty (120) days after completion of Design Development and Pricing, or such additional period mutually agreed to in writing by the Parties (the “Option Term”).

(a) **Engagement of Consultants.** Engagement of, or actual arrangements for the services of, consultants having demonstrated and competent experience and knowledge of development of ConRACs at airports to perform the Feasibility Work, and thereafter Design Development and Pricing, both described below, and to pay any and all fees, charges, and expenses of the consultants for the services and deliverables to perform the Feasibility Work, subject to Sections 1.3.1(iii) and 1.3.6 below.

(b) **Feasibility Work.** The Feasibility Work shall include each of the elements and deliverables described in Exhibit B, (the "Feasibility Deliverables") and shall be prepared—and coordinated or negotiated with the Authority, as applicable—and delivered in accordance with the Schedule and Budget attached as Exhibit C. Prior to publication of the final Feasibility Deliverables a draft of the Feasibility Deliverables shall be prepared and submitted to the Authority for its review and
comment. A final form of the Feasibility Deliverables that addresses the comments and concerns of the Authority shall then be prepared and submitted for consideration of the Parties.

(c) Design Development and Pricing. Conditioned upon acceptance and approval of the Feasibility Deliverables by Optionee and the Authority’s Board of Trustees and a determination by the FAA which category of environmental review will be required for the Project, Design Development and Pricing shall advance the work completed under the Feasibility Work to a final and fully coordinated, set of project delivery documents, including a fully negotiated Ground/Master Lease (the “Pricing Documents”) described in Exhibit D. The Pricing Documents shall be prepared—and coordinated or negotiated with the Authority, as applicable—and delivered in accordance with a defined schedule and for a lump sum budget amount, both to be identified as components of the Feasibility Deliverables and incorporated herein by written approval of the Authority. At least two interim drafts of the Pricing Documents shall be prepared and submitted to the Authority for its review and comment. Final Pricing Documents that address the comments and concerns of the Authority shall then be prepared and submitted to the Authority for its review and comment. Final Pricing Documents that address the comments and concerns of the Authority shall then be prepared and submitted to the Authority for its review and comment. Final Pricing Documents that address the comments and concerns of the Authority shall then be prepared and submitted to the Authority for its review and comment. Final Pricing Documents that address the comments and concerns of the Authority shall then be prepared and submitted to the Authority for its review and comment.

1.3 Conditional Nature of Option and Terms for Satisfaction of Conditions. Except as set forth herein, the Authority and Optionee make no contractual commitment to, nor undertake any legal obligation or responsibility to, perform any services or to accomplish any result under this Option Agreement beyond Optionee’s performance of the Feasibility Work. The grant of the Option and the exercise thereof are conditioned on the following conditions:

1.3.1 The Optionee shall contract for timely commencement and performance of the Feasibility Work under Section 1.2 above as a condition of the continuation of the Option, and the Option shall expire if the following are not commenced within thirty (30) days after the Effective Date, and completed within six months thereafter, except to any extent extended in writing by the Authority, in its sole discretion:

(i) Prepare the Feasibility Deliverables in accordance with the requirements of this Option Agreement;

(ii) Proactively participate in the development of the Feasibility Deliverables and provide the internal resources necessary for Optionee to produce and deliver the Feasibility Deliverables; and

(iii) Upon conclusion of the Feasibility Work and acceptance of the Feasibility Deliverables as compliant with this Option Agreement, Optionee shall be
entitled to payment of RAC-approved Feasibility Work costs in accordance with the Feasibility Work Schedule and Cost attached as part of Exhibit C hereto, from CFCs collected by the RACs.

1.3.2 Optionee shall not incur financial liability to its consultants under this Option Agreement above the total budgeted amounts for the Feasibility Work, which shall be funded from collected CFCs as provided in paragraph 1.3.6, unless and until the Authority has accepted and approved the Feasibility Deliverables to advance the Project to Design Development and Pricing.

1.3.3 Optionee shall have no obligation to proceed to Design Development and Pricing, and may elect not to do so, in which case the Option shall terminate concurrently with written notice to Authority of Optionee's election not to proceed, and the Authority shall be free to proceed, or not proceed, with the Project at its own discretion. If Optionee elects not to proceed to Design Development and Pricing, the Authority shall retain sole ownership of the Feasibility Deliverables and may use the Feasibility Deliverables in any way the Authority sees fit in its sole and absolute discretion.

1.3.4 Optionee shall carry out the Feasibility Work, and Design Development and Pricing if the Feasibility Deliverables are approved to advance the Project, in an iterative process and collaborative manner that provides timely and reasonable opportunity for, and depends upon, the Authority's review, comment (and in the case of Business Terms, negotiation) of iterative concepts, drawings and document drafts. The Authority shall participate in good faith in Optionee's iterative process in a collaborative manner, providing review and comment reasonably calculated to maximize Optionee's opportunity to understand and address successfully the Authority's requirements, desires and concerns relating to the Project.

1.3.5 The Authority reserves the right, in its sole discretion, to not approve advancement from Feasibility Deliverables to Design Development and Pricing, or from Pricing Documents to Project Delivery, provided that the Authority shall first articulate to Optionee its reasonable basis for that intended decision and afford Optionee not less than thirty (30) days to address such reasonable basis with proposed modifications or explanations, which modifications or explanations the Authority will give reasonable considerations before making its final decision. If the Authority decides not to approve advancement, then the Authority may abandon the Project or to deliver the Project under its own delivery methods, and the Authority shall retain sole ownership of the Feasibility Deliverables and may use the Feasibility Deliverables in any way the Authority sees fit in its sole and absolute discretion. If the Authority decides not to approve advancement, the Option and Option Agreement shall terminate concurrently with the Authority's written notice to Optionee of its final decision not to approve advancement. For the sake of clarity, the Parties acknowledge that as a quasi-municipal organization, the Authority is subject to and regulated by various state and federal laws, rules and regulations that might cause the Authority, regardless of the otherwise seeming commercial, economic and operational feasibility of the Project, to decide not to advance the Project. A decision to advance from Pricing Documents to Project Delivery will be subject to the approval of the Board of Trustees of the Authority.

1.3.6 Upon and subject to the Parties' approval of the accepted Feasibility Deliverables to advance to Design Development and Pricing, and as a condition of proceeding with Design Development and Pricing, Optionee shall thereafter be entitled to monthly payment.
of Design Development and Pricing costs in accordance with the Project budget to be developed and subject to RAC approval as part of the Feasibility Deliverables, and paid from CFCs collected by the RACs and delivered to the Authority. Optionee shall not incur financial liability to its consultants for Design Development and Pricing above the total pre-approved budget amounts for the Pricing Documents unless otherwise approved by the Authority in writing, or the Pricing Documents have been accepted and a decision has been made to move forward with Project Delivery, in which case Design Development and Pricing Services costs shall be included as a component of the overall Project budget.

1.3.7 The Option is further conditioned upon Optionee closing on its own financing sufficient to fund the budgeted costs of the Project, including reasonable contingency, financing and other soft costs, net of the amount the Authority may agree under the Ground/Master Lease to provide from Authority funds other than CFCs for any Project component requested by the Authority for purposes or functions other than accommodation of RACs and their customers, and subject to the disclosures stated in section 7 of this Option Agreement.

1.4 Selection of Consultants and Consultant Responsibility. Key consultant services that may be engaged to perform the Feasibility Work and Design Development and Pricing are the Project Delivery Manager-at-Risk, the Design Builder, the Design Professionals, inclusive of architects, engineers and specialty consultants (e.g., fuel, environmental, geotechnical, traffic engineer). Selection of each such consultant shall be subject to Authority review and approval, which the Authority shall not unreasonably withhold or delay. Initial identification of consultants is attached as Exhibit F. The Authority’s consent to a respective consultant shall be deemed acceptance by the Authority of third-party-beneficiary status under any contract with that consultant for Feasibility Work, acceptance of the warranty, indemnity and insurance of the consultant with respect to that Work, and acknowledgment that, with respect to the Feasibility Deliverables, the consultant is solely responsible for its acts, omissions and work product relating to the Project, and that Optionee shall bear no responsibility for the same. Upon any approval to proceed to Design Development and Pricing, however, as a condition of and by accepting payment as anticipated in Section 1.3.6, Optionee will thereafter require each respective consultant to provide a contractual warranty, indemnity and evidence of insurance in favor of the Authority satisfactory to the Authority as a condition of the payment. If it becomes necessary to replace any consultant, the replacement will be a consultant having not less than substantially equivalent experience and competence in executing ConRAC projects, and shall be subject to the reasonable approval of the Authority Contact, identified below, which consent shall not be unreasonably withheld, conditioned, or delayed.

1.5 Exercising the Option. Upon satisfaction of the conditions stated in Section 1.3 in compliance with this Option Agreement, then unless terminated pursuant to Section 4.2 hereof, Optionee may exercise the Option hereunder by written notice delivered to the Authority within the Option Term pursuant to the Notice provision hereof, and after such written notice, the Parties shall enter into the mutually agreed upon Ground/Master Lease negotiated during Design Development and Pricing for Optionee to lease and develop the Project on the Property pursuant to the terms set forth herein and therein.

2. Memorandum of Option. This Option shall not be recorded. The Authority agrees, upon Optionee’s written request, to execute a short form Memorandum of Ground/Master Lease Option
Option Memorandum) to provide public notice of the Option in the Washoe County Recorder’s Office. The Parties agree that the Memorandum will provide that unless a subsequent memorandum of a Ground/Master Lease actually entered into between the Parties is recorded within ___ days after recordation of the Option Memorandum, then the Option and the Option Memorandum shall be deemed, without more and conclusively, to have terminated (the “Automatic Termination”), and all persons thereafter may, and by the Parties are expressly intended to, rely on the Termination in all respects.

3. Effect of Option: Interest in Real Property. The Parties intend this Option Agreement to create a valid and present lease option interest in the Property in favor of Optionee as of the Effective Date. The Option shall be deemed an interest in the Property that runs with the land, binding on the Property and the Authority, its successors and assigns, in favor of Optionee after the Effective Date of this Option Agreement for the duration of the Option Term, but subject, in each instance, to termination as provided in Sections 2 and 4.

4. Termination of Agreement.

4.1 The Authority or Optionee may terminate this Option Agreement and the Option conveyed at any time for cause (i.e., following notice of default and failure to cure as provided in Section 13 below) by giving written notice of termination. Otherwise, the Option shall automatically terminate at 5:00 PM prevailing Pacific Time on the last business day of the Option Term if before that date and time Optionee has not delivered to the Authority written notice of exercise of the Option.

4.2 If after receipt of the Feasibility Deliverables Optionee elects to proceed to Design Development and Pricing and the Authority makes the same election under section 1.3.6 above, but thereafter the authority decides not to proceed, or if the Authority terminates this Option Agreement under section 4.1 above, other than for breach or default of Optionee, then the Authority shall pay Optionee its third-party consultant’s costs for preparation of the Feasibility Work from CFCs under 1.3.1(iii) above, take ownership of the Feasibility Deliverables, and the Option shall thereby terminate.

4.3 Should this Option Agreement terminate for any reason and the Authority chooses to proceed with the Project under its own processes, then nothing herein shall preclude any member of Optionee or its consultants from responding to any services solicitation that the Authority may issue with respect to the Project.

4.4 In all circumstances under this Option Agreement, if the Option expires or is terminated, this Option Agreement shall also terminate automatically concurrently therewith.

5. Cooperation. The Authority and Optionee agree to cooperate in a commercially reasonable manner during the Feasibility Work and thereafter Design Development and Pricing according to the following provisions;

5.1.1 Optionee shall undertake the financing of the Project and shall undertake and be responsible for the financial feasibility analysis related thereto. All Optionee’s costs related to the financing and financial feasibility analysis shall be payable from CFCs as and to the extent such costs are included in the Schedule and Budget attached hereto as Exhibit C, as modified and
approved by the Parties from time to time. Optionee and the Authority each acknowledges that financing structure, terms and financial feasibility work are integral aspects of overall project development, and each commits to involve and coordinate closely with the other on this work; and

5.1.2 Such cooperation shall not require the Authority to assume any financial obligations, except from CFCs as provided in sections 1.3.1(iii), 1.3.6, and 4.2, herein.

6. **Assignability.** No sooner than, but promptly following, the completion and acceptance by the Parties of the Feasibility Work, Optionee shall assign Optionee’s interest and delegate its duties and obligations in and under this Option Agreement to a person or entity chosen by Optionee to perform or complete the consideration for and conditions of the Option, and thereby to be entitled to exercise the Option according to its terms, provided that such assignee (1) has, or has contracted with one or more of its affiliates that have and are contracted to provide, substantial experience, competence and capacity in all aspects of developing, financing, constructing and delivering ConRAC projects such as the Project, and operating ConRACs and administering ConRAC subleases and (2) shall be subject to the reasonable approval of the Authority Contact, identified below, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment by consent of the Authority Contact shall be effective upon the execution of an assignment agreement, with the written consent of the Authority, providing for the assignment to and assumption of all of Optionee’s rights and obligations hereunder by such assignee (the “Option Assignee”), the execution of which assignment the Authority hereby agrees shall fully release the RACs, and each of them individually, from all obligations, rights and liabilities hereunder to the full extent assumed by the Option Assignee, and thereafter all references in this Option Agreement to Optionee shall refer to Option Assignee.

The RACs have informed the Authority that RNO Conrac, LLC (the “SPV”) is a single purpose vehicle contracted with its affiliates that have and are contracted to provide substantial experience, competence and capacity in all aspects of developing, financing, constructing and delivering ConRAC projects and operating ConRACs and administering ConRAC subleases. The Authority agrees that the SPV meets the criteria for assignment described herein and hereby consents to the assignment by the RACs of this Option Agreement and the Option granted hereunder to the SPV at such time as assignment is authorized under the preceding paragraph.

7. **Title Condition of the Property; No Commitments.**

7.1 Optionee’s exercise of the Option shall constitute acceptance of the Property and other areas of the Airport material to Optionee’s use of the Property in their “as is” condition existing as of the Effective Date, with all defects, latent and patent, and without expense to the Authority, and with no assurances, warranties or guarantees of any kind.

7.2 Authority represents and warrants that it holds fee simple interest and title to the Property, however, said fee simple interest and title is subject to existing encumbrances and impairments. The Authority makes no representations or warranties as to whether existing encumbrances or impairments will in anyway limit, impair or otherwise impact the Project. Optionee acknowledges and agrees that conducting due diligence on the title to the Property to determine whether and to what extent encumbrances and/or impairments on the title to the Property will limit, impair or otherwise impact the Project shall be Optionee’s sole responsibility and
obligation. The Authority agrees to reasonably make available records and documents in the Authority’s possession to assist to Optionee during the conduct of Optionee’s due diligence.

7.3 The Property is subject to limitations which the Authority is required to enforce pursuant to standard grant assurances by the Authority to the Federal Aviation Administration in connection with the Authority's receipt of federal Airport Improvement Program grants.

7.4 Some or all of the Property, and hence the Option, may be subject to a contractual commitment by the Authority to be held for contingent lease and development rights previously granted to a third party (the “Third-Party Commitment”). It shall be the responsibility of the Authority to resolve and remove any and all encumbrance on the Property related to the Third-Party Commitment for these contingent rights, or any other similar commitment granted at any time by the Authority to any other party.

7.5 The Authority shall not pledge, encumber, lease to or grant development rights to third-parties or in any way limit or impair title to the Property during the Option Term except at the request of Optionee and as approved by the Authority in its sole discretion or at the direction of any governmental or regulatory agency which has jurisdiction over the Authority.

8. Operating Expenses and Taxes. All operating expenses and property taxes, if any, shall become the sole responsibility of Optionee upon closing on the Ground/Master Lease.

9. Costs and Expenses. All costs and expenses of title examination, and preparation and recording of the Ground/Master Lease (other than for the Authority's own review of same), shall be paid by Optionee.

10. Possession. Possession of the Property shall be delivered to Optionee immediately at closing on the Ground/Master Lease.

11. Risk of Loss or Damage. All risk of loss or damage to the Property by fire or other casualty shall remain with the Authority until closing on the Ground/Master Lease.

12. Representations and Warranties. Optionee and the Authority each represents and warrants to the other as to itself, and such representations and warranties shall be true and correct in all material respects as of the Effective Date and as of the date a Ground/Master Lease executed pursuant to this Option Agreement becomes effective, as follows.

12.1 It has the legal power, right, and authority to enter into this Option Agreement and the instruments referred to herein, and to consummate the transactions contemplated herein.

12.2 Except as otherwise noted herein, no further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required for its execution, delivery or performance of this Option Agreement.

12.3 The person executing this Option Agreement and the instruments referred to here on its behalf has the legal power, right, and actual authority to bind it to the terms and conditions of this Option Agreement.
12.4 This Option Agreement and all documents required by this Option Agreement to be executed by it are and shall be valid, legally binding obligations of, and enforceable against, itself in accordance with their terms.

13. **Default; Remedy and Opportunity to Cure.** Neither Party shall be deemed in default under this Option Agreement unless such Party is given written notice of its failure to comply with this Option Agreement and such failure continues for a period of thirty (30) days following the date such notice is given. Both Parties waive consequential or exemplary damages.

14. **Notices.** All notices, waivers, elections, approvals and demands required or permitted to be given hereunder shall be in writing and shall be personally delivered, mailed, postage prepaid, certified mail, return receipt requested, to the address stated in this Section. Either Party may, by proper notice to the other in a manner set forth in this Section, designate any other address for notice to be given. Any notice shall be effective when personally delivered or delivered by a reasonably recognized courier, or if mailed as provided herein, on the earlier of actual receipt (or refusal thereof) or six days after the date deposited in the mail.

RACs:

Attn: Stephen A. Blum, Senior Vice President, Real Estate & Facilities
The Hertz Corporation
8501 Williams Road
Estero, Florida 33928

Attn: Lorraine Tallarico, Director of Properties
Avis-Budget Car Rental, LLC

Attn: Howard Puterman, Vice President/General Manager
Enterprise Leasing Company-West, LLC
6855 Bermuda Road
Las Vegas, NV 89119

Copy to:

Enterprise Holdings
Attn. Airport Properties and Relations
600 Corporate Park Drive
St. Louis, MO 63105

The Authority:

Attn: President/CEO
Reno-Tahoe Airport Authority
Reno-Tahoe International Airport
Administrative Office
15. **Governing Law.** This Option Agreement shall be governed by the laws of the State of Nevada.

16. **Interpretation.** This Option Agreement shall not be construed more narrowly against the Party that first drafted it nor more favorably toward the other Party, but shall be construed in balance as prepared by both Parties. Whenever used the singular shall include the plural, the plural shall include the singular. The headings in this Option Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Option Agreement or any of the obligations herein.

17. **Partial Invalidity.** If anything in this Option Agreement, or the application thereof, shall, to any extent, be invalid or unenforceable, a provision shall be added to this Option Agreement as similar to such invalid or unenforceable provision as is possible, and be legal, valid and enforceable, and the remainder of this Option Agreement, or the application of such term or provisions other than those to which it is held invalid or unenforceable, shall not be affected thereby.

18. **Modification of Agreement.** This Option Agreement may not be altered, modified, rescinded, or extended orally. This Option Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the Party to be bound thereby.

19. **Time Is of the Essence.** Time is of the essence for the performance of all obligations under this Option Agreement.

20. **Persons Bound.** The benefits and obligations herein shall inure to the benefit of and bind the heirs, personal representatives, executors, administrators, successors and, to the extent permitted by this Option Agreement, assigns of the Parties. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either Party shall be personally liable for any obligation, express or implied, hereunder.

21. **Waiver.** No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default.

22. **Counterparts and Facsimile Signatures.** This Option Agreement may be signed in one or more counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. A “.pdf” scan provided by a Party of the signature of an authorized signer for that Party is deemed an original for purposes of this Option Agreement.
23. **Attorneys’ Fees.** Except as is expressly provided to the contrary elsewhere in this Option Agreement, all attorneys’ fees and legal costs incurred by each respective Party in negotiating and forming this Option Agreement shall be borne by the respective incurring Party. If either Party commences litigation or other proceedings (including, without limitation, arbitration) for the interpretation, reformation, enforcement or rescission of this Agreement, the prevailing Party shall be entitled to recover from the other Party an amount equal to reasonable attorneys’ fees and court and other proceeding costs incurred (including on appeal); provided, however, that until any court or other binding order providing for the payment by one Party for another Party's attorney's fees and/or costs is issued, each Party shall pay its own attorney's fees and costs, but thereafter the prevailing Party shall be reimbursed for such costs and/or fees as and to the extent set forth in such order.

24. **Independent Counsel.** Each Party to this Option Agreement has had the opportunity to consult independent legal, business, tax and financial counsel in negotiating, entering into and executing this Option Agreement.

25. **Cooperation on Release.** Upon termination of the Option as provided in this Option Agreement, Optionee shall cooperate with the Authority in a timely manner to execute and record such instruments as may be necessary to clear from the title record for the Property any claim or interest under this Option Agreement.

26. **Relationship among Optionee RACs.** Each of the RACs that together comprise Optionee is an independent competitor of each of the other RACs. Each RAC's interest under this Option Agreement is equal to, and limited to, its respective share of the Airport on-airport rental car market as measured by concession fees paid to the Authority; provided, however, that the foregoing phrase does not diminish the RACs' commitment to work in common through the facilitation of the RAC Industry Liaison as stated in the Foreword to this Option Agreement. Furthermore, under no circumstance shall the interests or rights of any RAC under this Option Agreement be divisible or separate from the interests or rights of any other RAC, it being the intent and agreement of the Parties that the Authority shall be entitled to insist on the joint exercise of, and demand for, all of Optionee’s rights and interests under this Option Agreement by the whole, but not less than the collective whole, of the RACs. Under no circumstances shall any RAC have joint and several liable with any other RAC for any cost, payment, act or omission of Optionee or any other RAC.

27. **State Contracting Obligations.** The Optionee understands and agrees that the Authority must comply with certain provisions of federal state and local law applicable to it. This Option Agreement and the rights granted under it, exclusive of design and construction of RAC tenant improvements in any ConRAC, shall be subject to NRS 338.020 relating to payment of prevailing wage to the extent such provision would be applicable to the Authority were it to enter into a contract with a Contractor directly and Optionee shall conduct the Project in general conformity to provisions of NRSA 338 et seq. identified by the Authority as reasonably applicable.

28. **FAA Provisions and Airport Regulations**

28.1 **Mandatory FAA Provisions**
The following provisions are mandatory FAA provisions pursuant to "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors" issued by the FAA as of January 29, 2016 and as amended. As such, neither the language nor their inclusion may be changed.

28.1.1 General Civil Rights Provisions.

The Optionee and any Optionee by assignment agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Optionee transfers its obligations to another, the transferee is obligated in the same manner as the Optionee.

This provision obligates the Optionee for the period during which the property is owned, used or possessed by the Optionee and the Authority remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

28.1.2 Compliance with Nondiscrimination Requirements.

During the performance of this Agreement, the Optionee, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The Optionee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, 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 Optionee, with regard to the work performed by it during the Agreement, 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 Optionee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Optionee 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 Optionee of its obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Optionee 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 sponsor or the Federal Aviation
Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Optionee is in the exclusive possession of another who fails or refuses to furnish the information, the Optionee will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Optionee noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Optionee under the Agreement until the Optionee comply; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. Incorporation of Provisions: The Optionee 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 Optionee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Optionee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Optionee may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Optionee may request the United States to enter into the litigation to protect the interests of the United States.

28.1.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities.

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

• 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);

• 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);

• 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);

• 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 CFR part 27;
• The Age Discrimination Act of 1975, as amended, (42 § 6101 et seq.), (prohibits discrimination on the basis of age);

• Airport and Airway Improvement Act of 1982, (49 USC § 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 of 1990, 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 CFR 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 non-discrimination 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.).

The Optionee must include this requirement in all subcontracts that exceed $150,000.

28.2 FAA Discretionary Language Clauses

The following provisions must be included in this Agreement but may use different language from that required by the FAA provided the intent of the required clauses is met.

28.2.1 Clean Air and Water Pollution Control

The Optionee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC Section 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC Section 1251-1387). The Contractor agrees to report any
violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

28.2.2 Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Optionee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Optionee retains full responsibility to monitor its compliance and their contractor’s or subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Optionee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

28.3 Airport Regulations.

28.3.1 Right of Flight. Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the Property. This right of flight shall include the right to cause in said airspace such noise, vibrations, fumes, dust, air movement and other similar phenomena as may be inherent in the operation of any aircraft now known or hereafter used for navigation or flight through the said airspace for landing at, taking off from or operating on the Airport.

28.3.2 No Exclusive Right. It is understood and agreed that nothing contained in this Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a), as the same may be amended from time to time.

28.3.3 Optionee Agreements and Covenants. The Optionee for itself and for its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, hereby covenants and agrees to the following, as a covenant running with the Property:

Subordination of Lease. This Agreement and all provisions set forth herein are and shall be subject and subordinate to the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereto, of which the Property is a part, and shall be given only such effect as will not conflict with or be inconsistent with such terms and conditions. It is further understood and agreed by the Optionee that this Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the development, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

28.3.4 Federal Review. This Agreement is subject to any applicable review by the FAA or any federal agency having regulatory authority, to determine satisfactory compliance with federal law and said Agreement shall be in full force and effect and binding upon both parties pending such review and approval by the FAA or other federal regulatory agency, as applicable;
provided, however, that upon such review, all parties hereto agree to modify any of the terms hereof which may be determined to be in violation of or contrary to existing laws, regulations or other requirements.

It is anticipated that changes will come from regulatory agencies having jurisdiction over the Airport or Authority in the form of regulatory changes. It is the Optionee’s responsibility to obtain all Notices of Proposed Rule Making directly from such agencies. Where possible, the Authority may provide notice of proposed changes, but nothing contained herein shall render this provision unenforceable by virtue of the Optionee not receiving notice of proposed changes.

28.3.5 **Federal Right to Reclaim.** In the event a United States agency shall demand and take over the entire facilities of the Airport, or that portion of the Airport containing the Property, for public purposes, then and in that event Authority shall be released and fully discharged from any and all liability hereunder; provided, however that the Optionee expressly reserve any and all legal rights, claims and causes of action which they may have against the United States of America or any agency thereof arising out of or resulting from the reclamation of the Property and the taking of any of the Optionee’s Improvements and FF&E located thereon.

[Signature page to follow]
IN WITNESS WHEREOF, this Option Agreement has been executed by the Parties on the dates set forth below, to be effective as of the Effective Date.

End of Text

APPROVED AS TO FORM:

RENO-TAHOE AIRPORT AUTHORITY:

Ann Morgan
General Counsel
Reno-Tahoe Airport Authority
Date: 3-12-19

Marily Mora
Its President/Chief Executive Officer
Date: 3/12/19

THE HERTZ CORPORATION

Dated: 3/12/19

By

Printed name: Stephen A. Blum
Its: Senior Vice President, Real Estate & Facilities

AVIS BUDGET CAR RENTAL, LLC

Dated: 2/21/19

By

Printed name: Anne D. Morrison/Lorraine Tallarico
Its: Vice President Properties and Facilities,
An authorized representative of Avis Budget Car Rental, LLC

ENTERPRISE LEASING-WEST, LLC

Dated: 3/21/19

By

Printed name: Howard Puterman
Its: Vice President/General Manager
Option Property – subject to adjustment as to specific location, area, and configuration.
EXHIBIT B – FEASIBILITY DELIVERABLES

1. Preliminary Scope and Design
   - Preliminary Scoping Study
   - Preliminary Facility Narrative
   - Concept-Level Plans
   - Preliminary Traffic Considerations

2. Key Business Terms
   - Key Lease(s) Terms
   - Key Concession Agreement Terms
   - Conceptual Plan for Operations

3. Preliminary Plan of Finance
   - Preliminary Transaction Day Forecast Study
   - Preliminary Cash Flow Model
   - Conceptual Finance Structure

4. Preliminary Project Development Budget
   - Design and Construction Costs by Phase
   - Soft Costs by Phase
   - Contingencies
   - Fees by Phase

5. Preliminary Schedule
   - Start
   - Interim Milestones
   - Completion-Commissioning-Activation
   - Operations

   - Schedule to complete Phase 2
   - Budget to complete Phase 2
   - Phase 2 Deliverables List
EXHIBIT C – FEASIBILITY WORK SCHEDULE & COST

SCHEDULE

- RTAA Board Meeting - Vote to Proceed with Feasibility Study  
  Feb. 14, 2019
- Option Agreement Executed  
  Feb. 18, 2019
- Interim Report Draft  
  May 22, 2019
- Final Feasibility Report  
  July 29, 2019

COST

Lump Sum Total Feasibility Report Price $500,000.00*

* The following breakdown of components used to develop the Lump Sum Total Feasibility Report Price is provided for informational purpose only:

Business Terms and Preliminary Contract Development $ 60,000
Draft Finance Plan Development $ 60,000
Design and Engineering $ 200,000
Rental Market Study and Transaction Day Forecast $ 40,000
CSPD Management/Coordination $ 100,000
Report Development $ 20,000
Travel $ 20,000

Total $ 500,000
EXHIBIT D – DESIGN DEVELOPMENT AND PRICING DOCUMENTS

- TO BE DEVELOPED AS A DELIVERABLE OF FEASIBILITY WORK
EXHIBIT E – DESIGN DEVELOPMENT AND PRICING SCHEDULE

• TO BE DEVELOPED AS A DELIVERABLE OF FEASIBILITY WORK
EXHIBIT F — INITIAL CONSULTANTS

- Project Delivery Manager-at-Risk
  Conrac Solutions Project Delivery, LLC
  (A) Mark Pfeffer, CEO
  (B) Chris Teich, President
  (C) Amy Barnes, VP, Client Relations (Project Manager)
  (D) John Steiner, VP, Chief Counsel
  (E) Bob O’Neill, P.E., VP Project Management
- ConRAC Construction Manager
  Austin Commercial, L.P. (Senior Lead)*
  (A) PGAL Architects*
  Lead Local Contractor [Selected as part of Feasibility Work]
  (B) Local Architectural Lead [Selected as part of Feasibility Work]
- Feasibility Consultant
  Unison Consulting, Inc.*
- Financial Advisor
  Goldman Sachs*

* Pre-approved, subject to reasonable substitution by Optionee with similarly qualified professional services provider with consent of Authority and RACs, such consent not unreasonably to be withheld, conditioned, or delayed.
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Terminal Access Road Rehabilitation (Stead)

The Terminal Access Road rehabilitation project originally consisted of the reconstruction of the portions of Texas Avenue, Alpha Avenue and Florida Street leading to the Stead Terminal Building along with a 50 space parking lot. The project scope was modified in September 2018 to delete the parking lot, include reconstruction of portions of Maryland Avenue and Petricciani Way to complete the loop access to the terminal building and add the demolition of the existing building at Petricciani. The design work consists of surveying, geotechnical investigation, demolition, and design of streets, storm drainage, utilities, and signage.

Through a Request for Qualifications (RFQ) process, a total of six Statements of Qualifications (SOQs) were received. NCE was selected as the most qualified engineer through the RFQ process for design services. NCE submitted a proposal for $220,000 which was approved at the February 2018 Board meeting (Board Memo #18(02)-08).

This project is funded by the RTAA FY 2017-18 Capital Improvement Project (CIP) with a program budget including design, construction, construction management and other soft costs of $1,800,000.

RTAA staff received a proposal from Converse Consultants to provide asbestos and lead testing for the building to be demolished. The asbestos and lead testing and removal is not part of NCE’s scope of work and was directed by the RTAA with outside consultants.

An RTAA stakeholder’s meeting with the consultant occurred on December 21, 2018 to discuss storm water detention and directed the consultant to revise the original plan. The revision is a reduction in the area of the detention basin. An extra month for changes was provided to the consultant.

On April 12, bids were received from three contractors with Spanish Springs Construction being the low, responsive and responsible bidder in the amount of $791,444 for both the base bid and the bid alternate. The alternate included the east half of Texas Avenue between Florida Avenue and Maryland Drive. The engineer’s estimate was $1,328,018. The total duration of the project is seventy calendar days with an expected completion in late August 2019. The school building has been abated, the utilities have been disconnected and the building demolished. The project was approved at the May Board meeting (Board Memo #19(05)-30).

An existing gas line was lowered by the RTAA’s contractor and at the RTAA’s expense, as NV Energy found that the gas line was originally installed by the RTAA approximately twenty years ago. The contractor has finished all construction and the project is substantially completed. The contractor pulled off the project during the air races and has returned to complete the punch list items.

The following are project milestones:
- Design RFQ Issued: September 19, 2017
- Consultant SOQs Received: October 19, 2017
- Design team selection: November 29, 2017
- Design PSA Board Approval: February 8, 2018
Planning & Construction Committee
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- Design kickoff meeting: March 15, 2018
- 50% Plan Submittal: October 25, 2018
- Asbestos and lead abatement study: October 18, 2018
- Building Abatement Complete: February, 2019
- 100% Plan Submittal: March 2019
- Bid Advertising: March 14, 2019
- Bid Opening: April 12, 2019
- Board Approval: May 23, 2019
- Notice to Proceed: June 10, 2019
- Substantial Completion: September 10, 2019

The following are the next steps:
  - Complete punch list items

**Aircraft Parking Apron and Adjoining Taxiway Alpha Rehabilitation (Design)**

This project consists of the design for the reconstruction of the asphalt cement (AC) general aviation Apron and the adjoining Taxiway Alpha. In addition, the project will correct the FAA identified non-complying intersection of Taxiway A2 and the apron, and the replacement of the aging apron lighting head fixtures to LED fixtures at RTS. The apron consists of approximately 255,070 square yards of AC and Taxiway A consists of 30,540 square yard of AC. Design consists of geotechnical services, final design and bidding for Apron construction in three phases.

Through a Request for Qualifications (RFQ) process, a total of four Statements of Qualifications (SOQs) were received. Kimley-Horn was selected as the most qualified engineer through the RFQ process for design services. Kimley-Horn submitted a proposal for $1,088,382.

A revised grant application with the final consultants proposal cost was submitted on July 25, 2019 to the FAA for the project. The grant application has been approved by the FAA and the grant for $1,083,053 has been received.

The consultant has begun the investigation stage of the project with geotechnical investigation work, surveying and review of previous plans and reports.

**The Basis of Design report was delivered to the RTAA on September 25, 2019 for review and comments.**

The following are project milestones:

- Design RFQ Issued: April 4, 2019
- Consultant SOQs Received: May 2, 2019
- Consultant Selection: June 6, 2019
- FAA Grant Received: July 30, 2019
- Design PSA Board Approval: August 8, 2019
- Notice to Proceed: August 20, 2019
The following are the next steps:

- 30% Design Plan Review – November 2019

**Reno-Tahoe International Airport Projects**

**Passenger Boarding Bridge Replacement (RNO)**

This project consists of the replacement of six (6) passenger boarding bridges in the Terminal Building at RNO. The six passenger boarding bridges are located at Gates B4 and B11 on Concourse B and Gates C1, C3, C5 and C7 on Concourse C. These six passenger boarding bridges are the oldest bridges at RNO and were installed in 1996. The boarding bridges to be replaced have reached the end of their useful lives. The old analog technology is outdated and will be replaced with digital technology, and maintenance and replacement parts are getting harder to purchase. A failure of the loading bridge equipment may result in a gate being taken out of service. The new passenger boarding bridges can be relocated to the new concourses once they are constructed.

Through an RFQ process, a total of four SOQs were received. An evaluation committee comprised of RTAA staff reviewed the submittals and unanimously selected Aero Systems Engineering as the most qualified firm for design of this project. A PSA in the amount of $410,435 was presented to the Board of Trustees and approved at the June 2018 Board meeting.

This project is funded by the Passenger Facility Charges (PFC) #13 with a total program budget including design, construction, construction management and other soft costs of $5,647,500.

The bid opening occurred on March 28, 2019 with bids received from John Bean Technologies Corp (JBT) and ThyssenKrupp. The low responsive and responsible bid was from JBT for $4,451,401. The construction contract was approved at the April 2019 Board meeting (Board Memo #19(04)-21).

Striping of the aircraft envelopes at each new passenger boarding bridge location began May 21, 2019 and was completed on May 31, 2019. Phase 1 of the project is completed and Phase 2, demolition and installation of the passenger boarding bridges will begin early fall after procurement is completed. The first two gates, **B10 and C1 were taken out of service on September 9, 2019, and completed on schedule, returning to service on September 25, 2019.** The next two gates, **B11 and C3, were taken out of service on the same day.** The gates will be under construction for 16 days, with an expected completion date of October 10, 2019 at which time the third phase will begin.

The following are project milestones:

- Design RFQ Issued: February 9, 2018
- Consultant SOQs Received: March 15, 2018
- Design team selection: May 15, 2018
- Design PSA Board Approval: June 14, 2018
- Design Kickoff Meeting: June 26, 2018
- 30% Plan Review: September 4, 2018
- 60% Plan Review: October 1, 2018
- 90% Plan Review: October 29, 2018
- 100% Plan Review: December 12, 2018
AirComm

tend the bid due

February 21, 2019

Bid Opening:       March 28, 2019
Board Approval:    April 11, 2019
Notice to Proceed (Phase 1): May 21, 2019
Notice to Proceed (Phase 2): September 9, 2019

The project is on schedule with the next steps listed below.

The following are the next steps:
• Passenger Boarding Bridge Installation – September to November 2019

Airports Communications Center Systems Replacement (RNO)
The Reno-Tahoe Airport Authority relies heavily on an Airport Communications Center to dispatch
Security, Police, Fire, Operations, and Maintenance personnel. The center hosts a variety of systems
and technologies including: telephone, two-way radio, fire alarm monitoring, security access and
control, video surveillance, criminal justice information, flight information, paging, emergency
notification, computer-aided dispatch, and emergency management systems. These technologies are
made available to communications specialists through an elaborate analog video, keyboard, and mouse
switching technology. The core technologies are entering their ninth year of operation and have
become increasingly difficult to operate and support.

This original project was to provide for the design, acquisition, and installation of replacement
technology in the existing space. The project consisted of two phases. Phase 1, the planning and design
phase, involved the use of a design consultant to conduct needs analysis, design, and bid preparation
documents, as well as to provide guidance through the acquisition process. Phase 2, the construction
phase, involved the installation, testing, and training necessary to implement the new technologies, as
well as contract project management and quality control and assurance services.

Three qualification based proposals were received and the selection committee found the Faith Group,
LLC to be the most qualified of the consultants. The PSA with the Faith Group, in the amount of
$295,866 was approved at the September 2016 Board Meeting.

The project scope expanded as the realization that additional construction would be required to build a
new Airport Communication (AirComm) control room to keep AirComm operational during the
replacement and upgrade of the equipment. As the scope expanded, the Technology and Information
Services Department realized that the endeavor was outside their core proficiencies and requested
the Engineering and Construction Division to assume the project. Engineering took the project over in
April 2018.

The project is funded with PFC Application #12 with a total program budget including design,
construction, construction management and other soft costs of $2,689,800.

During the bidding process and due to the wide range of work requested in the bid (from general
building construction to highly technical equipment), multiple requests came in to extend the bid due
date to January 10, 2019, which was granted. It was discovered that the consultant issued the wrong set
of plans to a contractor and a means to insure a fair and transparent bid process, the bid date was
extended another 21 days to January 31, 2019.
On January 31, 2019, bids were received from two contractors, Q&D Construction and K7 Construction. Q&D Construction was evaluated as non-responsive as they failed to submit their two-hour 1% sub consultant list. The low bid (base and no alternates) by K7 Construction ($2,805,000) was roughly $730,000 over the engineer’s estimate ($2,070,500). The consultant, Faith Group, reviewed the bids and determined that the contractors double bid several large cost items unnecessarily. RTAA Engineering reached out to K7 to understand their bid process and project understanding. At the end of the discussion, K7 asked the RTAA if they could resubmit their bid with the new understanding. K7 submitted a revised bid on February 27, 2019 and a second revised bid on March 7, 2019, with a new construction cost of $2,488,016. The bid is over the programmed budget and was discussed internally with Ms. Mora, Mr. Schultz and RTAA stakeholders on March 15, 2019. As the project is critical in nature, the direction was to submit a new Capital Program Budget Request for FY 2019-20 for an additional $450,000 to fund the construction and construction administration services required by the Faith Group. The project was approved at the May Board Meeting (Board Memo #19(05)-29) along with the approval of the new FY 2019-20 budget.

K7 has completed demolition for Phase 1 of the Aircomm center project. The new entrance to the building, wall framing, electrical and mechanical rough in is completed. Carpet, paint, ceiling, and lighting have been installed. 3D Data is procuring equipment. The project is proceeding behind schedule due to design coordination and equipment lead time related to the technology systems. The contract has been extended by 42 days. In addition to the contract extension, a change order in the amount of $78,903.31 has been executed as Change Order #01. There are two other change orders related to electrical and architectural scope being prepared, in the amount of $16,937.52 and $3,800.54, respectively.

As of October 1, 2019, Phase 1 is nearing the revised contract completion date of October 18, 2019 and everything looks to be on schedule. There will be a 1 to 2 week burn-in period, after the contract completion date, before the old AirComm is decommissioned to ensure there are no issues with the new facility. A portion of Phase 2 began on September 16, 2019, with the demolition of the existing EOC. By starting Phase 2 early, K7 intends to make up time on the back end of the overall project duration.

The following are project milestones:

- Design RFQ Issued: February 18, 2016 (Equipment Replacement)
- Consultant SOQs received: March 15, 2016 (3 SOQ’s received)
- Design PSA Board Approval: September 8, 2016 (BM #16(09)-33)
- Notice to Proceed - Design: September 2016
- Project Reassigned to Engineering: April 2018
- Restart - Design Kickoff Meeting: May 31 2018
- 60% Plan Review: July 26, 2018
- 75% Plan Review: August 31, 2018
- 90% Plan Review: October 10, 2018
- 100% Plan Review: October 30, 2018
- Issued for Bid: November 15, 2018
- Bid Opening: January 31, 2019
- Board Approval: May 23, 2019
- Notice to Proceed: June 10, 2019
The next steps for the project are listed below.

- Phase 1 Construction (AirComm Center)
- Phase 2 Construction (Reconfiguration of EOC and offices) – Fall 2019

**Runway 16R-34L Reconstruction-Design (RNO)**

The existing Portland Cement Concrete Pavement (PCCP) runway has deteriorated and is at the end of its useful life. Runway 16R-34L, the primary commercial service runway serving the airport, is approximately 11,000 feet long by 150 feet wide and portions were previously rehabilitated in 1994. The runway keel (38 feet wide) reconstruction area is approximately 46,444 square yards and the outboard panel reconstruction area is approximately 22,000 square yards of PCCP. The project also includes reconstruction of Asphalatic Concrete (AC) shoulders for Runways 16R-34L and 16L-34R (approximately 202,000 square yards), associated runway asphalt blast pads (approximately 17,780 square yards), replacement of the Runway 16R-34L centerline, edge, threshold, Runway End Identifier Lights (REIL) lighting, replacement of Runway 16R Approach Lighting System (MALS)R, two Runway Incursion Mitigation (RIM) improvements, Magnetic Variation (MagVar) improvements, replacement of the East Airfield Lighting Vault (ALV) building, and electrical distribution equipment, airfield lighting controls system (ALCS), utilities and related site work.

Specific design features and project requirements for the project have been developed in collaboration with project stakeholders, as part of the design process. The design services will include construction phasing plans to accommodate aircraft operations and contingency plans for commercial and general aviation aircraft, Nevada Air National Guard (NANG), and special event operations, such as Burning Man and Air Races during construction.

An RFQ was issued and eight SOQs were received. The Evaluation Committee selected Wood Rodgers Inc. as the most qualified consultant. The PSA with Wood Rodgers, Inc. in the amount of $4,345,000 was approved at the May 2018 Board Meeting.

The project is to be funded by a Federal Aviation Administration (FAA) grants, as part of the Airport Improvement Program (AIP). The AIP Design Grant offer of $5,961,034 was issued by the FAA and accepted by the RTAA on August 16, 2017. The estimated budget for the total program, including the Sponsor share for design, construction, construction management and other soft costs, is $65,036,875.

The first step in the design phase was the geotechnical investigation requiring a closure of Runway 16R-34L for one week. In preparation of the closure, RTAA staff scheduled individual webinar meetings with each airline, along with a meeting to include Air Cargo Operations, General Aviation tenants, the Nevada Air National Guard, Atlantic Aviation, and Dassault to discuss the closure and the logistics of all users using the shorter Runway 16L-34R.

The RTAA, the consultant team, local FAA Air Traffic, and FAA planners met to discuss the phasing of the project, integration requirements for the MALS, reimbursable agreements with the FAA, project funding and coordination with additional airfield projects.

Discussions have taken place with Wood Rodgers on the merits of reconstructing sections of the runway versus reconstructing the entire runway. Replacing sections of the runway creates a checkerboard of new and old panels, some dating back to 1973. Although some of the older panels are
still viable and outside the main travel path of the aircraft, their life expectancy drops exponentially over time. Recent discussion with the FAA regarding available funding has indicated that the original scope of replacing only the keel section and selected outboard panels needs to be held with a total program budget in the $65 million range. The consultant amended the scope to only the keel section and selected outboard panels to conform to the $65 million budget.

The project is phased to avoid simultaneous runway closures. The Phase 1 work is planned for the year 2019 and is associated with the shorter runway, Runway 16L-34R. The Phase 1 construction bid package will be ready to bid in January 2019 and will include the asphalt shoulders and blast pads on Runway 16L-34R, the East Airfield Lighting Vault, and the Taxiway C Runway Incursion Mitigation improvements. Construction will be able to start as early as late March 2019 but will be based upon receipt of an FAA grant. Phase 2 is the work related to the longer and more critical runway for the commercial airlines, Runway 16R-34L. The construction of Phase 2 is planned for the years 2020 & 2021. Phase 2 includes all work associated with Runway 16R-34L including the keel section, outboard sections, asphalt shoulders and blast pads, MALSR, the second runway incursion mitigation site, and the MagVar for all three runways.

Wood Rodgers has prepared and submitted the Program Study and Basis of Design Reports for internal stakeholder review. The basic design features of the ALV building have been finalized. Wood Rodgers is focusing on pavement limits and on airline operations during the closure of the main commercial runway, Runway 16R-34L, with regard to density altitude, payloads, winds, navigational approaches, etc. A proposed pavement panel removal exhibit has been prepared combining Stantec’s Pavement Management Report and Wood Rodger’s investigation work. Wood Rodgers has studied the pros and cons of installing an ILS on the short runway addressing the effects of the construction on the airline operations but with the information presented at this time, the direction is not to install an ILS. A questionnaire was sent to the airlines requesting feedback to their aircraft operational capabilities starting the year 2020 using RWY 16L-34R without an ILS. No feedback was received that would indicate negative impacts.

The FAA has confirmed the total program funding of $65,000,000. The consultant has adjusted the project scope to match the program funding. Phase 1 (2019) will include the work on Runway 16L-34R consisting of the shoulders and blast pads. In addition, the East Lighting Vault and the Runway Incursion Mitigation at TWY C will be included. Phase 2 (2020) will include the work on Runway 16R-34L consisting of the keel section, select outboard panels, shoulders, blast pads, Runway Incursion Mitigation at TWY A, MagVar and MALSR.

**RUNWAY 16R-34L PHASE 1**
Staff met with the FAA’s Airport District Office (ADO) on March 20, 2019 at Reno and then in Phoenix on March 28, 2019. Topics of discussion were grant funding and schedules.

Bids were received on February 21, 2019 from the following contractors: Granite Construction Co., Q&D Construction, and Road & Highway Builders. The low, responsive and responsible bidder was Granite Construction Company with a total base bid and bid alternate of $14,235,235 and under the engineer’s estimate of $17,246,832. The project was presented to the March Board (#19(03-17) meeting and approved pending Airport Improvements Program grant from the FAA. The AIP grant was received on June 18, 2019.
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Staff retained Grace Aviation to facilitate the Airport District Office (ADO) - Safety Risk Management (SRM) panel. The SRM panel occurred on April 9, 2019. The Air Traffic Control Tower facilitated a separate SRM panel on May 10, 2019. Both panels were successfully conducted with no major concerns by the FAA or panel members. The FAA’s Airport Improvement Program (AIP) grant offer for $14,614,312 was signed on June 18, 2019.

The Notice to Proceed for construction was issued to Granite Construction on July 15, 2019. Demolition is underway. The concrete mix design has been approved by the FAA but with the late approval, the construction of the RIM at Taxiway C and L will be scheduled for the spring of 2020. Demolition of the asphalt shoulders and blast pads continues and paving has begun. Construction is scheduled to be completed on the runway portion by November 15, 2019.

The following are project milestones for Phase 1:

- Design RFQ Issued: December 15, 2017
- Consultant SOQs Received: January 25, 2018
- Design team selection: March 14, 2018
- Design PSA Board Approval: May 17, 2018 (BM #18(05)-32)
- Notice to Proceed for Design: June 1, 2018
- Geotechnical Investigation: June 11-17, 2018 (Runway 16R-34L closed)
- Engineering Report: September 21, 2018
- 30% Plan Review: October 1, 2018
- 60% Plan Review: December 10, 2018
- 90% Plan Review: January 17, 2019
- Bid Advertising: January 23, 2019
- Bid Opening: February 21, 2019
- Construction Board Approval: March 2019
- ADO SRM Panel: April 9, 2019
- ATC SRM Panel: May 10, 2019
- Announcement of Supplemental grant: May 14, 2019
- Receipt of AIP grant: June 18, 2019
- Notice to Proceed: July 15, 2019

The Phase 1 project is on schedule with the next steps listed below:

- Construction Completion - April 2020
- RWY 16L completion: November 15, 2019
- E. ALV completion: February 2020
- FBO Taxilane construction: March-April 2020

**RUNWAY 16R-34L PHASE 2 -**

A $10,000,000 supplemental grant was announced on May 14, 2019 for the Runway 16R-34L project (Phase 2). Wood Rodgers has revised the plans to make the first phase of construction to equal the $10,000,000 supplemental grant. Wood Rodgers submitted the 60% Phase 2 plans for review on July 12, 2019. The RTAA is in constant communication with the FAA, regarding the remaining portion of the funding for Phase 2.
Work is continuing with the City of Reno and NV Energy to lower street lights and power poles along Mill Street in anticipation of the second phase of the project where all aircraft will be using Runway 16L.

Phase 2 of the project is on schedule with the next steps listed below:

- **ADO SRM Panel – October 17, 2019**
- 90% Design Plan Review – November 8, 2019
- **ATO SRM Panel – November 14, 2019**
- Advertise for Bids – December 11, 2019
- Open Bids – January 16, 2020
- Award (based on funding) - February 13, 2020
- NTP Construction (pending grant funding) - March 26, 2020

**Terminal Elevator Replacement and New Elevator Installation (RNO)**

Within the two-story terminal building, there are several public use elevators that have reached the end of their useful lives. This project consists of the replacement of four existing passenger elevators and the installation of one new passenger elevator that are necessary for the movement of passengers and baggage.

A PSA with H+K Architects was issued for the Program Study for the Terminal Elevators Replacement & New Elevator Installation (TERNEI) project, in the amount of $25,000, and was approved by Administrative Award of Contract. The Program Study determined project parameters with stakeholders to generate baseline facility requirements for the replacement of four existing elevators and the installation of one new elevator. The program study report was reviewed by RTAA Stakeholders and the final report issued on June 30, 2017.

A RFQ was issued in January 2018 for the selection of a Consultant for design services. SOQs were received from four submitting firms. The Evaluation Committee selected Vertical Transportation Excellence (VTX) as the most qualified consultant. The PSA for design services with VTX was approved at the May 2018 Board meeting in the amount of $359,499. The overall program is funded through PFC #13 with a budget of $2,967,500.

VTX completed its site inspection of the existing elevators and the location of the new elevator and the Basis of Design Report was reviewed with the Stakeholders. Comments were incorporated into the 50% design plans and documents and submitted for review. 90% plans were received in November 2018.

Bids were received from two contractors and Q&D Construction (Q&D) was the low responsive and responsible bidder. The bid total, comprised of the base bid and bid alternate, was $1,918,279. The bid was under the engineer’s estimate of $2,274,750. The construction contract with Q&D was approved at the June Board (19(06)-39). The Notice to Proceed will be issued in July 2019.

A pre-construction meeting was held on Friday, July 12th with Q&D Construction. A proposed schedule and construction area exhibit has been reviewed and approved. The City of Reno review of the plans is complete and the permit has been picked up by the contractor. The Notice to Proceed for procurement was issued for July 8, 2019 with the actual construction of the first elevators, the new arrivals elevator
and modernization of the elevator on Concourse C, beginning on September 10, 2019.

Construction began on the new arrivals elevator on September 10, 2019. The excavation for the new elevator pit on the first floor is complete, as well as the demolition of the facilities restroom on the second floor. Upcoming tasks include rerouting of utilities and resurrection of steel. Construction on Concourse C elevator began on September 23, 2019 and construction is scheduled to start on the Administrative Offices elevator on October 14, 2019.

The following are project milestones for the Design of the TERNEI project:

- Design RFQ Issued: January 16, 2018
- Consultant SOQs Received: February 15, 2018
- Design team selection: March 19, 2018
- Design PSA Board Approval: May 17, 2018 (BM #18(05)-28)
- Design Kickoff Meeting: June 26, 2018
- Basis of Design Report: September 20, 2018
- 50% Plan Review: October 24, 2018
- 90% Plan Submittal: November 30, 2018
- 100% Plan Submittal: January 29, 2019
- City of Reno plan review: March 2019
- Issue for Bid: April 18, 2019
- Bid Opening: May 16, 2019
- Board Approval: June 13, 2019
- Notice to Proceed: July 8, 2019

The project is on schedule with the next steps listed below:

- Construction July 8, 2019 - December 8, 2020 (519 days per contract)

**Pavement Management System Program (RNO & RTS)**

The Pavement Management System (PMS) scope consists of annual airfield pavement inspections at both Reno-Tahoe International (RNO) and Reno-Stead (RTS) Airports, and an annual landside pavement inspection at RNO. The program is funded from the Capital Improvements Budget for each fiscal year. The inspections for each year contains one-third of the airfield or landside pavements. Over a three year cycle, the entire pavement to be maintained by the RTAA is inspected. The second part of the PMS scope is to prepare a report for each of the three different areas (RNO Airside, RNO Landside and RTS Airside) with recommendations of pavement repairs and rehabilitation. The third part of the PMS scope is to propose different alternatives that fit within the budget for RTAA to determination. Project priorities are determined by the RTAA and the consultant prepares improvement plans and documents for the Airside (RNO & RTS) and Landside (RNO) projects. Construction packages are developed separately for both the Landside and Airside projects to allow contractors with specialties to bid on a single project.

The RFQ was structured for the Consultant to provide services for 2018, with options for two additional years of service for 2019 and 2020, at the discretion of the RTAA, for a potential total of three years. Stantec was selected as the most qualified engineer through a Request of Qualification process which three firms submitted SOQs.
At the December 2018 Board meeting, the Board supported staff’s recommendation to exercise the second option to Stantec to provide Pavement Management System (PMS) services for 2019. Stantec submitted a proposal for $334,100 which was presented for approval at the February 2019 Board meeting (Board Memo # 19(02)-07).

**Pavement Management Reports**
The consultant has completed the inspections at both airports and has submitted draft reports for review to the RTAA.

The following are project milestones for the 2019 Pavement Management project:
- Commencement of Design:    March 2019
- Pavement inspections at RNO and RTS:    April 2019

The project is on schedule with the next steps are listed below:
- Final PMS Reports for RTS and RNO Airside and RNO Landside – November 2019

**2019 Airside Pavement Repairs and Rehabilitation**
The overall airside program is funded through FY 2018-2019 CIP of $800,000. In addition, a FY 2018-19 budget carryover of $84,358 provides a total program budget of $884,358.

The RTAA stakeholders reviewed the 2018 PMP reports and selected the RNO Airside design project to consist of design of concrete repairs to the aircraft parking apron located north of Concourse C, the aircraft parking apron located south of Concourse B and the area at the intersection of Taxiway B and Runway 7-25. The aircraft parking area north of Concourse C is outside the limits of the future Concourse C construction.

Staff has received Stantec’s PSA and provided them with a Notice to Proceed. The consultant completed the design, RTAA reviewed the plans and the project went out to bid with bids opened on July 25, 2019. The low responsive and responsible bidder was Q&D Construction in the amount of $461,300. The construction contract was presented to the August Board Meeting and approved (Board Memo #19(08)-51). Construction began on the south ramp on September 3, 2019.

The following are project milestones for the 2019 Airside Pavement Repairs:
- Notice to Proceed Design:    March 25, 2019
- Project Bid Advertising:    July 3, 2019
- Bid Opening:    July 24, 2019
- Notice to Proceed:    September 3, 2019
- **South Ramp completed:**    September 2019

The project is on schedule with the next steps are listed below:
- **Estimated north ramp work dates: October 14-31**

**2019 Landside Pavement Rehabilitation**
The landside budget is funded through FY 2018/19 CIP of $600,000 along with a carryover from FY 2017-2018 CIP of $36,880 and a budget transfer of $18,420 provides for a total budget of $655,300. The total proposal of $334,100 is distributed with $207,600 for airside and $126,500 for
landside.

From the PMS Report, the stakeholders selected to reconstruct the flight crew parking lot as the RNO Landside design project. The crew lot is located at the northwest corner of Plumb Lane and Terminal Way. The Stantec PSA for 2019 PMS services was approved at the February 2019 Board meeting (19(02)-07).

The consultant completed the 90% plans for the Landside project and these plans were reviewed and approved by both the RTAA and the City of Reno. The City of Reno made the determination that the project met the minimum City of Reno codes with regards to landscaping and a Code Variance was not required. Plans were advertised on August 1, 2019 with bids opened on August 22, 2019. Three contractors submitted bids with Q&D Construction being the low and responsible bidder with a bid of $480,178.46. The construction contract with Q&D was presented and approved at the September 2019 Board (19(09)-56).

**Q&D Construction started demolition of the existing parking lot on September 30, 2019. Grading and subgrade preparation is completed with forming of the curbs in mid-October. The contractual completion date is set for November 8, 2019.**

The following are project milestones for the 2019 Pavement Management project:

- **Notice to Proceed Design:** March 25, 2019
- **90% completion of plans:** June 21, 2019
- **City of Reno plan review:** July, 2019
- **Issues for Bid:** August 1, 2019
- **Bid Opening:** August 22, 2019
- **Board Approval:** September 12, 2019

The project is on schedule with the next steps are listed below:

- **Notice to Proceed** – **September 30, 2019**
- **Contractual Completion Date** – **November 8, 2019**

**AOA Perimeter Fence Improvements (RNO)**

The existing AOA perimeter fencing consists of approximately 48,700 linear feet of 6 feet and 8 feet chain link fence topped with razor or barb wire. The 6-foot sections of the existing fence are the oldest portions of the fence and are past the end of their useful lives and require increasing maintenance and repairs. The project consists of the replacement of approximately 8,300 linear feet of the existing 6-foot sections of the AOA fence with new 8-foot fencing topped with 3-strand barbed wire. A wildlife deterrent underskirt will be included in those portions of the fence where burrowing is possible. In addition, the project consists of replacement of manual and electric gates and demolition of a row of mini-warehouse storage units. The replacement is necessary to maintain the safety of aircraft operations and to prevent unauthorized access to the airfield by people, vehicles and wildlife.

Through a RFQ process, a total of three SOQs were received for design services. An evaluation committee, comprised of RTAA staff, reviewed the submittals and selected Dyer Engineering Consultants as the most qualified firm for this project. A PSA in the amount of $207,500 was presented to the November 2018 Board of Trustees meeting for approval (Board Memo #18(11)-72).
Planning & Construction Committee  
Project Status Report – October 2019

This project is funded by the PFC #13, Amendment #1 with a total program budget including design, construction, construction management and other soft costs of $3,071,000.

Bids were opened on April 12, 2019 with bids received from two contractors, Granite Construction and A1 American Fence. The low responsive and responsible bidder was Granite Construction with a base bid of $1,303,303 and the bid alternate of $77,625. The bid alternate included additional fencing in the GA West area to make the entire area airside. The project was approved at the May 2019 Board Meeting (#19(05)-26) for both the base bid and bid alternate.

The Board approved a demolition contract with Olcese Construction at the May 2019 Board Meeting (#19(05)-26) to demolish three airport mini warehouse personal property storage buildings as part of the overall project. The base bid included the demolition of Building G which is part of the AOA perimeter and required to be demolished for the AOA Perimeter Fence project. The bid alternate included two additional buildings, E & F. All three buildings are in very poor condition with leaking roofs and siding that is falling apart. The Notice to Proceed for abatement of the asbestos was issued on July 15, 2019. The abatement and demolition have been completed. The new AOA fence has been installed at the location where the building was located.

The Notice to Proceed for the AOA fence with Granite Construction was issued on July 8, 2019. Construction has commenced with the contractor working in a clockwise direction starting at the mini storage building location. **All of the gates and fence have been installed. The contractor is continuing to install wildlife skirt and demolition of the existing fence in the GA West area. The contractor will begin completing their punch list items mid-October.**

The following are project milestones:

- Design RFQ Issued: September 7, 2018
- Consultant SOQs Received: October 3, 2018
- Design team selection: October 16, 2018
- Board Approval of Consultant: November 8, 2018
- Notice to Proceed (Design): November 30, 2018
- 50% Plan Review: January 17, 2019
- 90% Plan Review: February 28, 2019
- 100% Plan Review: March 14, 2019
- Bid Advertising: March 14, 2019
- Bid Opening: April 12, 2019
- Board Approval: May 23, 2019
- Notice to Proceed: July 15, 2019

The project is on schedule with the next steps listed below:

- Construction – July through October 2019

**Wildlife Hazard Management (RNO)**

This project will involve the land application of a six-inch thick, three-inch minus gravel and crushed stone aggregate (gravel) material within the Runway Safety Area at the south ends of Runways 34L and 34R. Approximately 302,440 square yards within RNO’s Air Operations Area (AOA) would be covered with the gravel material to help prevent animals from burrowing and creating a wildlife
hazard. The gravel material would be placed west of Taxiway A between the ARFF and the south end of Taxiway A (approximately 250 feet in width), and south and east of the ends of Runway 34L and Taxiways A and B to the Boynton Slough (Dry Creek).

This project is funded by PFC #13 with a total program budget including design, construction, construction management and other soft costs of $3,672,000.

The original RFQ was issued and didn’t receive any SOQ’s. The RTAA Engineering department reached out to several consultants and asked why they didn’t respond. All of them only looked at the title and didn’t read the description of the project. They all thought the request was for a wildlife program, not an engineering design to help mitigate wildlife on the airfield. A second RFQ was issued.

Wood Rodgers was selected as the most qualified consultant for the Wildlife Hazard Management project. Their Statement of Qualifications described in greater detail than the others the challenges in working in the runway safety areas along with the requirements to work with the Runway 16R project. The Wood Rodgers Consultants PSA for design services was approved at the February 2019 Board meeting (#19(02)-06).

The consultant is preparing two separate construction packages to follow the phasing of the Runway 16R project. Phase 1 consists of the Runway 34R wildlife area and Phase 2 will consist of the Runway 34L wildlife area. The consultant has completed design of Phase 1, advertised for bids on July 3, 2019 and opened bids August 16, 2019. Only one contractor, Granite Construction, submitted a bid. Granite Construction is the same contractor performing the work on the Runway 16R - Phase 1 project. The construction bid came in higher than anticipated by the engineer. The RTAA reached out to Granite Construction to see why their unit costs were almost three times higher than the same work they are performing on the Runway 16R project. They replied that the timing of the project did not line up with other construction activities as they did in the runway project. For example, as trucks hauled material away from the runway project, the trucks returned to the site with the rock material. Thus, the trucking costs for the rock material was minimal as the costs were associated with the off hauling of material. For the wildlife mitigation project, trucking costs were much higher than normal as the trucks are full in only one direction.

Because of the higher than anticipated costs, staff discussed with the design engineer doing the Runway 16R - Phase 2 project (Wood Rodgers) and agreed to incorporate the wildlife mitigation project into the Phase 2 project. In doing so, many issues are resolved including two different contractors working in the same areas and trying to determine how much of the broken concrete being demolished gets stockpiled or hauled off the site. The only requirement by the FAA is to keep track of the different funding source (PFC) for the wildlife project.

The following are project milestones:

- Original Design RFQ Issued: October 11, 2018
- Original SOQ’s received: November 1, 2018
- Second RFQ Issued: November 15, 2018
- SOQ’s received: December 13, 2018
- Consultant Selection: December 26, 2018
- NTP to Wood Rodgers: February 25, 2019
- Basis of Design Report: April 4, 2019
Planning & Construction Committee
Project Status Report – October 2019

- 60% Plan Review: May 3, 2019
- 100% Plan Review: June 28, 2019
- Bid Advertising: July 3, 2019
- Bid Opening: August 11, 2019

The project is on schedule with the next steps listed below:
- Combine with the Runway 16R-Phase 2 project

1200 & 1280 Terminal Way Pavement Reconstruction (RNO)
The project at 1200 & 1280 Terminal Way consists of the reconstruction of the two asphalt parking lots at 1200 & 1280 Terminal Way. Pro Collision is located at 1200 Terminal Way and Albitas along with several other businesses are located at 1280 Terminal Way. The existing asphalt has reached the end of its useful life. The 2018 Pavement Management Program by Stantec indicates a Pavement Conditions Index (PCI) of 29 and 27 for 1200 and 1280 Terminal Way, respectively. A PCI rating of 27 and 29 indicates a Very Poor Rating with a recommendation to reconstruct. The scope of work requested of the consultant is data gathering of survey and geotechnical information, basis of design report, construction documents, bidding assistance and construction support.

CFA Inc. was selected to perform design services for this project from the RTAA 2018 Annual A/E Services pre-qualification list of engineering consultants. A PSA with CFA was issued by Administrative Award of Contract.

This project is funded by the FY 2018/19 CIP with a total program budget including design, construction, construction management and other soft costs of $390,000. The project went out for bid advertising on April 11, 2019 with bids opened on May 1, 2019. Bids were received from two contractors with the low responsible and responsive bidder in the amount of $303,007 from Sierra Nevada Construction.

During the bid advertising, the City of Reno reviewed the project and provided review comments that will require the project to be re-designed to bring the projects up to landscape code requirements. A meeting with the City of Reno was held on May 23, 2019 to discuss the landscape requirements. The City is requiring both properties to be brought up to current City code requirements. The 1200 Terminal Way project is required to remove the existing valley gutter along Vassar Street and install curb and gutter, concrete sidewalk, landscape islands, landscaping and irrigation, 24’ wide driveway entrances and screening of the truck dock area. Due to the costs associated with these improvements, 1200 Terminal Way will be removed from the project until a later date.

1280 Terminal Way will need to conform to the City landscaping requirements. This entails the addition of landscape islands within the parking lots to allow for one tree every 75’. A proposal from the consultant for landscape and irrigation services was approved to add the additional landscaping and irrigation required by the City. The consultant revised the plans and went out to bid on June 26, 2019. The bid opening occurred on July 17, 2019 with three contractors submitting bids. The low and responsive and responsible bidder was Spanish Springs Construction with a bid amount of $244,444. The construction contract was approved at the August Board Meeting (19(08)-50). The Notice to Proceed for construction was issued on September 9, 2019. The contractor has finished phase 1 of construction (north parking lot) and has started demolition of phase 2 (south parking lot).
The following are project milestones:

- Selection of Consultant: October 9, 2018
- Notice to Proceed (Design): November 27, 2018
- 50% Plan Review: February 2019
- 100% Plan Review submittal: April 9, 2019
- Bid Advertising: April 11, 2019
- Bid Opening: May 1, 2019
- Bid Advertising (Revised Plans): June 26, 2019
- Bid Opening (Revised Plans): July 17, 2019
- Board Approval: August 8, 2019
- Notice to Proceed: September 9, 2019

The project is on schedule with the next steps listed below:

- Construction – September through early November 2019

**TSA Operations Space Remodel – Phase 2 (RNO)**

The Transportation Services Administration (TSA) located at the Reno-Tahoe International Airport (RTIA) is planning improvements and expansion of their existing operations space located below Concourse B. The existing square footage of the TSA Operations space is approximately 3,630 square feet, the new addition will bring the total square footage to approximately 5,300 square feet. Improvements to the existing space include re-organization of existing spaces and offices as well as updating the existing finishes from the flooring to the ceiling. Also included are improvements to power, data, acoustics, and security. These improvements will follow the TSA Field Office – Program of Requirements to the best of the projects ability given the existing conditions and location.

Phase 1 of the programming of the project consisted of Paul Cavin Architect, LLC to prepare a Basis of Design report to include a rough order of magnitude cost estimate for the overall project. TSA reviewed the Basis of Design report and approved the cost estimate. A PSA was approved by the Board at the October Board meeting with a NTP issued on November 5, 2018 to begin Phase 2 of the project. Phase 2 consists of preparation of construction improvement plans and specifications, plan review at the City of Reno, and bidding assistance.

The budget for the design services in the amount of $60,400 was included in the RTAA Fiscal Year 2018-2019 budget approved by the Board. The RTAA will invoice the TSA for reimbursement as specific tasks are completed. Specifically the Memorandum of Understanding between the TSA and the RTAA stipulates the TSA will reimburse the RTAA for the total amount.

The project was held up due to the government shut down. Once back to work, the TSA had to get caught up internally before they could meet on the project to review the 90% plans, causing a 5 week delay. The 90% plan review was held on February 12, 2019. TSA, Paul Cavin, and the design team and RTAA stakeholders were present at the review. Remodeling of the bathrooms has been removed from the project with approval by the TSA as it is over the budget provided by the TSA. The plans have been submitted and reviewed by the City of Reno and went out for bid advertisement on May 22, 2019.

The project went out to bid May 22, 2019 with bids received by three contractors on June 12, 2019. The low and responsible bidder was K7 Construction. The TSA reviewed the bids with the RTAA and agreed to have K7 as the contractor. The project was approved at the July Board Meeting (#19(07)-45). The first
phase of construction began August 12, 2019 consisting of providing temporary office and storage space (conex boxes) for TSA to vacate their offices. Demolition began August 19, 2019. **TSA completed the first milestone walk on September 10th and decided to change out the existing heating, ventilating and air conditioning (HVAC) to a higher performing system. This was offered during the design but rejected by TSA. Design and procurement of the new variable air volume box (VAV) is projected to delay the project by 12 weeks. The additional costs will be paid for by TSA and have approved the delay in time.**

The following are project milestones:

- Basis of Design Report (Phase 1): January 29, 2018
- PSA Approval by Board (Design): October 11, 2018
- Notice to Proceed (Design): November 5, 2018
- 50% Plan submittal: December 7, 2018
- 90% Plan submittal: January 22, 2019
- City of Reno permitting submittal: April 2019
- Bid Advertising: May 22, 2019
- Bid Opening: June 12, 2019
- Board Approval: July 11, 2019
- Notice to Proceed (Conex Boxes): July 31, 2019
- Notice to Proceed for Construction: August 12, 2019

The next steps are listed below:

- Construction - August 12 – December 16, 2019

**Electric Ground Support Equipment (eGSE) Infrastructure Project at Reno-Tahoe International Airport**

The Federal Aviation Administration’s (FAA’s) Voluntary Airport Low Emissions (VALE) Program provides Airport Improvement Program (AIP) grant funding to commercial service airports located in non-attainment or maintenance of National Ambient Air Quality Standards (NAAQS) areas for emission reduction projects proven to benefit local air quality. The Airport Authority anticipates qualifying for VALE funding for the acquisition and installation of electric ground support equipment (eGSE) recharging stations and associated electrical infrastructure. The recharging stations and associated electrical infrastructure will support the acquisition and use of electric-powered baggage tractors, belt loaders, and push back tugs by the airlines.

Phase 1 of this project is currently underway and consists of consultant services for the creation of a Pre-Application and final Application for the FAA’s VALE Program. The Notice to Proceed for electrical engineering services and a feasibility analysis was issued on July 19, 2019 to Dinter Engineering. Additionally, a Notice to Proceed for the FAA pre-application preparation was issued on August 23, 2019 to C&S Engineers. The consultants will prepare the engineering design analysis, emission reduction calculations, cost effectiveness analysis, and the FAA VALE Pre-Application for submittal to the FAA by November 1, 2019.

Phase 1 of this project is funded by the RTAA FY 2019-20 Capital Improvement Project (CIP) with a program budget including planning, electrical engineering, and design services of $73,000. If the VALE Program Application is approved by the FAA, the costs for this capital project will be reimbursed in
accordance with the percentage established by the FAA’s AIP participation rate. Reimbursement would be inclusive of the total project costs based on the preliminary planning and engineering project evaluation. The sponsor share of the total costs will be covered through the use of airport revenues or Passenger Facility Charge (PFC) funding.

**Ticketing Hall Expansion Project at Reno-Tahoe International Airport**

A Request for Qualifications (RFQ) was issued for the development of a detailed planning study for the Ticketing Hall Expansion project on August 28, 2019.

The expansion of the ticketing hall was identified in the 2018 Master Plan Update as a critical short-term project which will improve operational efficiency, address the forecasted passenger demand, and provide adequate passenger spaces. Building off the Master Plan Update, the detailed planning study will identify the operational, space, and level of service needs to provide a plan for the orderly and efficient expansion of the existing ticketing hall which is constrained in terms of circulation and waiting space and which does not include passenger restroom facilities. The eventual ticketing hall expansion project may include the following major construction components:

- Moving the existing west wall further west to create additional circulation and waiting area spaces;
- Relocating several tenant and facilities spaces displaced by the westward expansion;
- Constructing new passenger restrooms;
- Adding security enhancements to the new ticketing hall frontage; and
- Adding security enhancements to the existing baggage claim frontage.

The detailed planning study is a necessary precursor to design and construction and will develop the investigative work, infrastructure assessment, alternatives analysis, preferred alternative, operational plan for accommodating normal airport operations during construction, cost estimates, and stakeholder efforts to solidify an accurate statement of work prior to design solicitation.

As required for Passenger Facility Charge (PFC) funded projects, the selection of the preferred consultant team will be a qualifications-based selection. Statements of Qualifications (SOQs) are due on October 3, 2019. Pending a successful selection and negotiation process, staff anticipates bringing the results of the RFQ process to the RTAA Board of Trustees in November 2019.