

COMMITTEE MEMBERS

Cortney Young, Chair
Richard Jay, Vice Chair
Kitty Jung, Member
Carol Chaplin, Member
Art Sperber, Alternate
Shaun Carey, Alternate
Jennifer Cunningham, Ex Officio
Staff Liaison
Randall Carlton, Chief Finance &
Administration Officer



PRESIDENT/CEO

Daren Griffin, A.A.E.

CHIEF LEGAL COUNSEL

Jenn Ewan

BOARD CLERK

Lori Corkery

AGENDA

Finance & Business Development Committee

Tuesday, May 20, 2025 | 9:00 AM

Reno-Tahoe International Airport, Reno, NV

Administrative Offices, Second Floor

Notice of Public Meeting

Meetings are open to the public and notice is given pursuant to [NRS 241.020](#).

This meeting will be livestreamed and may be viewed by the public at the following link:

Watch on Zoom: <https://us02web.zoom.us/j/82285429339>

Listen by Phone: Dial 1-669-900-6833

Webinar ID: 822 8542 9339

Accommodations

Members of the public who require special accommodations or assistance at the meeting are requested to notify the Clerk by email at lcorkery@renoairport.com or by phone at (775) 328-6402. Translated materials and translation services are available upon request at no charge.

Public Comment

Anyone wishing to make public comment may do by the one of the following methods:

- 1) In person at the Board meeting
- 2) By emailing comments to lcorkery@renoairport.com by **4:00 p.m. on the day before the meeting**. Comments submitted will be given to the Board for review and included with the minutes.
- 3) Virtually by Zoom. You must have a computer or device with a working microphone. Use the information above to log into the Zoom meeting and use the "Chat" feature to submit a request to speak. When the Chair calls for public comment, your microphone will be turned on and you will be addressed to speak.

Public comment is **limited to three (3) minutes** per person. No action may be taken on a matter raised under general public comment.

Posting

This agenda has been posted at the following locations:

1. RTAA Admin Offices, 2001 E. Plumb
2. www.renoairport.com
3. <https://notice.nv.gov/>

Supporting Materials

Supporting documentation for this agenda is available at www.renoairport.com, and will be available for review at the Board meeting. Please contact the Board Clerk at lcorkery@renoairport.com, or (775) 328-6402 for further information.

1. INTRODUCTORY ITEMS

- 1.1 Call to Order
- 1.2 Roll Call

2. PUBLIC COMMENT

3. APPROVAL OF MINUTES

- 3.1 April 8, 2025, Finance & Business Development Committee meeting

4. INFORMATION, DISCUSSION AND/OR POSSIBLE ACTION ITEMS

5. ITEMS FOR CONSIDERATION BY THE FULL BOARD ON MAY 22, 2025

- 5.1 Board Memo No. 05/2025-20 (*For Possible Action*): Authorization for the President/CEO to approve and ratify Change Order #2 to the Equipment Contract for a Class IV Vehicle for the Reno-Tahoe Airport Authority's Airport Rescue and Fire Fighting Department, with Rosenbauer Minnesota, LLC, for a net increase of \$6,300 and a total cost of \$1,124,656
- 5.2 Board Memo No. 05/2025-21 (*For Possible Action*): Review, discussion and possible adoption of the Reno-Tahoe Airport Authority's Fiscal Year 2025-26 Budget (July 1, 2025 through June 30, 2026)
- 5.3 Board Memo No. 05/2025-22 (*For Possible Action*): Review, discussion and possible adoption of Resolution No. 573 Amending Resolution No. 571, Establishing the Airport Rates and Charges for Fiscal Year 2025-26 Pursuant to the Reno-Tahoe Airport Authority Budget for Fiscal Year 2025-26
- 5.4 Board Memo No. 05/2025-24 (*For Possible Action*): Review, discussion and possible approval of Resolution No. 572 - A resolution to authorize the President/CEO to execute the updated Reno-Tahoe Airport Authority (RTAA) policies on Equal Opportunity Initiatives (EOI), Complaint and Investigation Procedures, Disability Accommodation, and Pregnancy Accommodation policy and procedures

6. MONTHLY ADMINISTRATIVE REPORTS (*provided for reference only*)

- 6.1 Administrative Award of Contracts (Expenditures)
- 6.2 Administrative Award of Contracts (Revenues)
- 6.3 Financial Reporting Package

7. MEMBER COMMENTS, QUESTIONS AND REQUESTS

8. PUBLIC COMMENT

9. ADJOURNMENT

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CHIEF LEGAL COUNSEL

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BOARD CLERK

Lori Corkery

MINUTES

Finance & Business Development Committee

Tuesday, April 8, 2025 | 9:00 AM

Reno-Tahoe International Airport, Reno, NV

Administrative Offices, Second Floor

1. INTRODUCTORY ITEMS

Chair Young called the meeting to order at 9:00 a.m.

Members Present: Cortney Young
Richard Jay (by Zoom)
Kitty Jung
Carol Chaplin (by Zoom)

2. PUBLIC COMMENT

There were no comments from the public.

3. APPROVAL OF MINUTES

3.1 March 11, 2025, Finance & Business Development Committee meeting

There being no corrections, the Minutes from March 11, 2025, were approved as presented.

4. INFORMATION, DISCUSSION AND/OR POSSIBLE ACTION ITEMS

None.

5. ITEMS FOR CONSIDERATION BY THE FULL BOARD ON APRIL 10, 2025

5.1 Board Memo No. 04/2025-12 (For Possible Action): Authorization for the President/CEO to execute a one-year extension of a Professional Services agreement for marketing services with KPS|3 in an amount not to exceed \$500,000

This item was presented by April Conway, Director of Marketing. After discussion, the Committee took the following action:

Motion: Recommend that this item be presented to the full Board on April 10, 2025, for consideration and approval of the proposed motion: *“Move to authorize the President/CEO to execute a one-year extension of a Professional Services agreement for marketing services with KPS|3 in an amount not to exceed \$500,000.”*

Moved by: Kitty Jung

Seconded by: Carol Chaplin

Aye: Trustees Chaplin, Jay, Jung, Young

Result: Passed unanimously

6. MONTHLY ADMINISTRATIVE REPORTS *(provided for reference only)*

6.1 Administrative Award of Contracts (Expenditures)

6.2 Administrative Award of Contracts (Revenues)

6.3 Financial Reporting Package

There was no discussion on these items.

7. MEMBER COMMENTS, QUESTIONS AND REQUESTS

There were no comments from the Committee.

8. PUBLIC COMMENT

There were no comments from the public.

9. ADJOURNMENT

The meeting was adjourned at 9:08 a.m.

Board Memorandum

05/2025-20

In Preparation for the Regular Board Meeting on May 22, 2025

Subject: Authorization for the President/CEO to approve and ratify Change Order #2 to the Equipment Contract for a Class IV Vehicle for the Reno-Tahoe Airport Authority's Airport Rescue and Fire Fighting Department, with Rosenbauer Minnesota, LLC, for a net increase of \$6,300 and a total cost of \$1,124,656

STAFF RECOMMENDATION

Staff recommends that the Board approve the motion presented below.

BACKGROUND

FAA regulations establish requirements for firefighting service equipment at commercial airports such as RNO. These regulations assign an "Index" to each airport, depending on factors such as the frequency of departures and the size of aircraft providing passenger service. Under these criteria the Reno-Tahoe International Airport (RNO) is an Index C airport. As an Index C airport, RNO is required to have at minimum, 2 pieces of ARFF apparatus with at least 1,500 gallons of water each (total of 3,000 gallons), 200 gallons of foam each (total of 400 gallons) and 500 lbs. of dry chemical extinguishing agent each (total of 1000 lbs.). The Airport would not "meet Index" if one of these vehicles was out of service, and commercial flight operations would cease until the required apparatus could be placed back in service. Prudent management requires that RNO avoid "dropping Index" by having more than the minimum number of required ARFF vehicles on hand, to allow for maintenance or for situations in which a vehicle is committed to an incident. This new piece of equipment will replace a 2004 Oshkosh Stryker 1500-gallon truck and a 1996 E-One Titan 1500-gallon truck.

With the above requirements in mind, in spring of 2024, the RTAA went out to bid for the procurement of a new 1,500-gallon ARFF apparatus. On June 13th, the RTAA Board of Trustees awarded a contract inclusive of one (1) bid alternate to Rosenbauer Minnesota, LLC in the amount of \$1,068,151.00. On September 12th, 2024, the RTAA board approved Change Order #1 increasing the cost by \$50,205.00 for a new price of \$1,118,356.

DISCUSSION

Included in the purchase price inclusive of Change Order No. 1 was a 1% discount (\$11,200) if the airport chose to make a 25% payment at the time of the contract award by the RTAA board. Unfortunately, due to a delay in the grant being offered to the RTAA by the FAA, the value of the discount being offered by Rosenbauer has been reduced to \$4,900.00. As a result of the reduced discount value, the contract amount will increase by \$6,300.00 for a total amount of \$1,124,656.00. This Change Order recognizes that increase.

FISCAL IMPACT

The purchase of this apparatus will be funded through a congressionally directed line item (earmark) of \$911,140 with the remaining funds (\$213,516) to come from RTAA reserves. The 25% (\$281,164) payment to receive the discount will be made upon approval by the board of this change order. The remainder (\$843,492) will be paid upon delivery of the apparatus.

Because the estimated delivery date is 550 days from the board's initial approval, RTAA funds will not be required until fiscal year 2026 and will be budgeted accordingly. The entirety of the purchase is subject to review and approval by the Federal Aviation Administration (FAA) for compliance with grant requirements including, but not limited to, Buy American Certifications and/or waivers

COMMITTEE COORDINATION

Finance and Business Development Committee

PROPOSED MOTION

“Move to authorize the President/CEO to approve and ratify Change Order #2 to the Equipment Contract for a Class IV Vehicle for the Reno-Tahoe Airport Authority's Airport Rescue and Fire Fighting Department, with Rosenbauer Minnesota, LLC, for a net increase of \$6,300.00 and a total cost of \$1,124,656.00, subject to Federal Aviation Administration Review and Approval.

CHANGE ORDER #2



Reno, NV.

DEALER/CUSTOMER/FACTORY APPROVED

DATE: May 13, 2025
Initiated By: Dealer/Customer

Body Job #:

106062

BODY CHANGES

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
1	CLARIFY	1	Delete item number one of change order 1. Customer has elected not to take the pre-pay discount.	\$11,200
2	CLARIFY	1	Discount for 25% early payment	(\$4,900)
3		1		\$0
4		1		\$0

We hereby agree to make change(s) specified above at this price

PREVIOUS CONTRACT AMOUNT	\$6,300
REVISED CONTRACT AMOUNT	\$1,118,356
	\$1,124,656

ACCEPTED - The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (Customer):

Date:

Board Memorandum

05/2025-21

In Preparation for the Regular Board Meeting on May 22, 2025

Subject: Adoption of the Reno-Tahoe Airport Authority's fiscal year (FY) 2025-26 Budget (July 1, 2026, through June 30, 2026)

STAFF RECOMMENDATION

Staff recommends that the Board adopts the Fiscal Year 2025-26 budget of the Reno-Tahoe Airport Authority (RTAA).

PURPOSE

The purpose of this action is to adopt the RTAA's annual budget for FY 2025-26, representing the period of July 1, 2025, through June 30, 2026. Pursuant to State law, the budget is to be considered by the Board in a noticed public hearing. The notice was published in the Reno Gazette-Journal on May 12, 2025. In accordance with State law, the Board must adopt the budget on or before June 1, 2025. Accompanying this memorandum is the RTAA's proposed budget for FY 2025-26 for consideration and adoption by the Board of Trustees.

BACKGROUND

The budget is RTAA's annual fiscal plan of revenues and expenses to fund operations and the annual capital improvement program for the Reno-Tahoe International Airport (RNO) and Reno-Stead Airport (RTS) as owned and operated by RTAA.

On April 23, 2025, the Board held a workshop on the preliminary budget. Staff presented an overview of the preliminary budget, including passenger traffic, landed weight, revenue, and operating expense estimates for the upcoming fiscal year to begin on July 1, 2025. The presentation included information on fixed assets and capital projects proposed for next fiscal year. The FY 2025-26 budget and airline rates and charges were also discussed with the Airline Airport Affairs Committee as required by the RTAA's airline agreement with signatory airlines.

DISCUSSION

Airline traffic at RNO has made a tremendous recovery following the COVID pandemic. We celebrated new records of enplaned passengers in calendar year 2024. The FY 2024-25 traffic forecast shows continued growth, albeit slower growth than in recent years. FY2024-25 saw the return of Frontier airlines. As we look at the airline traffic for next fiscal year, we are cautiously optimistic. Our airline partners are forecasting increased landed weight when compared to the current year forecast and expect passenger traffic to be marginally higher than the current year.

RTAA staff is currently consulting with airlines on the FY 2025-26 traffic forecast and will continue to closely monitor airline traffic changes and the impact this may have on revenues.

FY 2025-26 is the third year of a ten-year Airport-Airline Use and Lease Agreement (AAULA or airline agreement) with Alaska Airlines, American Airlines, Delta Air Lines, Federal Express (FedEx), Southwest Airlines, United Parcel Service (UPS), and United Airlines referred to as Signatory Airlines. The AAULA defines the premises leased by Signatory Airlines and provides the terms and conditions under which they operate at RNO. The airline agreement sets forth the rate methodology by which Signatory Airlines pay for the facilities and services they use.

In FY 2023-24, RTAA entered into a ground lease and a public-private partnership agreement with ConRAC Solutions to build a new consolidated rental car facility. The project is funded exclusively by customer facility charges (CFCs) paid by car rental customers. All CFCs are now managed by a designated trustee and RTAA no longer receives those revenues from the rental car companies.

The MoreRNO capital program is expected to make significant progress in FY 2025-26 with the continued design process of the New Gen A&B concourses, South Remain Overnight (RON) pad, Central Utility Plant (CUP), and New Headquarters (HQ). Upon Board approval construction is also expected to start next year on the South RON, CUP, and HQ. Funding for the MoreRNO program is from federal grants, passenger facility charges (PFC), airline rates and charges, RTAA cash, and airport revenue bonds. RTAA staff issued revenue bonds totaling \$238 Million in September 2024.

The proposed budget includes necessary cost increases, higher revenues, and required adjustments based on various contractual obligations. Working closely with the Executive Team we are continuing to closely monitor airline traffic, revenues, and expenses and are prepared to make necessary adjustments if the current forecast does not materialize.

FISCAL IMPACT

As discussed in the attached FY 2025-26 Budget of the Reno-Tahoe Airport Authority.

COMMITTEE COORDINATION

Finance and Business Development Committee

PROPOSED MOTION

“Move that the Board of Trustees adopts the budget of the Reno-Tahoe Airport Authority for Fiscal Year 2025-26 as presented.”

FY 2025-26 PROPOSED BUDGET

Summary

The FY 2025-26 proposed budget includes total revenues of \$116.664 million to fund airport operating expenses, debt service, equipment, and capital improvements. This section provides a financial overview of the proposed FY 2025-26 budget and key metrics.

Budget Category	FY 2023-24 Actual	FY 2024-25 Budget	FY 2024-25 Forecast	FY 2025-26 Budget	Budget to Budget	
					\$ Change	% Change
Operating Budget						
Revenues	\$ 84,362,826	\$ 88,408,803	\$ 90,051,730	\$ 98,733,202	\$ 10,324,400	11.7%
Expenses	(62,539,641)	(68,668,035)	(68,988,060)	(73,904,941)	(5,236,906)	7.6%
Revenues over Expenses	21,823,185	19,740,768	21,063,671	24,828,261	5,087,494	25.8%
Other Sources (Uses)						
Property, Plant and Equipment	(1,667,829)	(702,657)	(937,864)	(1,386,956)	(684,299)	97.4%
Debt Service	-	(1,915,560)	(1,863,003)	(1,440,100)	475,460	(24.8%)
Federal Stimulus Funds	778,780	-	-	-	-	
Interest Income	3,877,114	2,696,900	2,148,700	7,681,900	4,985,000	184.8%
Other Non-Operating Revenue	302,499	302,900	302,900	300,000	(2,900)	(1.0%)
Total Other Sources (Uses)	3,290,564	381,583	(349,268)	5,154,844	4,773,261	1,250.9%
Net Sources over Uses	25,113,750	20,122,350	20,714,403	29,983,105	9,860,755	49.0%
Other Revenues:						
Passenger Facility Charges	9,067,927	9,076,700	9,517,449	9,949,128	872,428	9.6%
Customer Facility Charges	7,919,364	-	-	-	-	
Federal Stimulus Funds	778,780	5,000,000	7,600,000	-	(5,000,000)	(100.0%)
Total Other Sources	17,766,071	14,076,700	17,117,449	9,949,128	(4,127,572)	(90.4%)
Capital Budget	58,384,588	100,639,053	100,639,053	204,379,889	103,740,836	103.1%

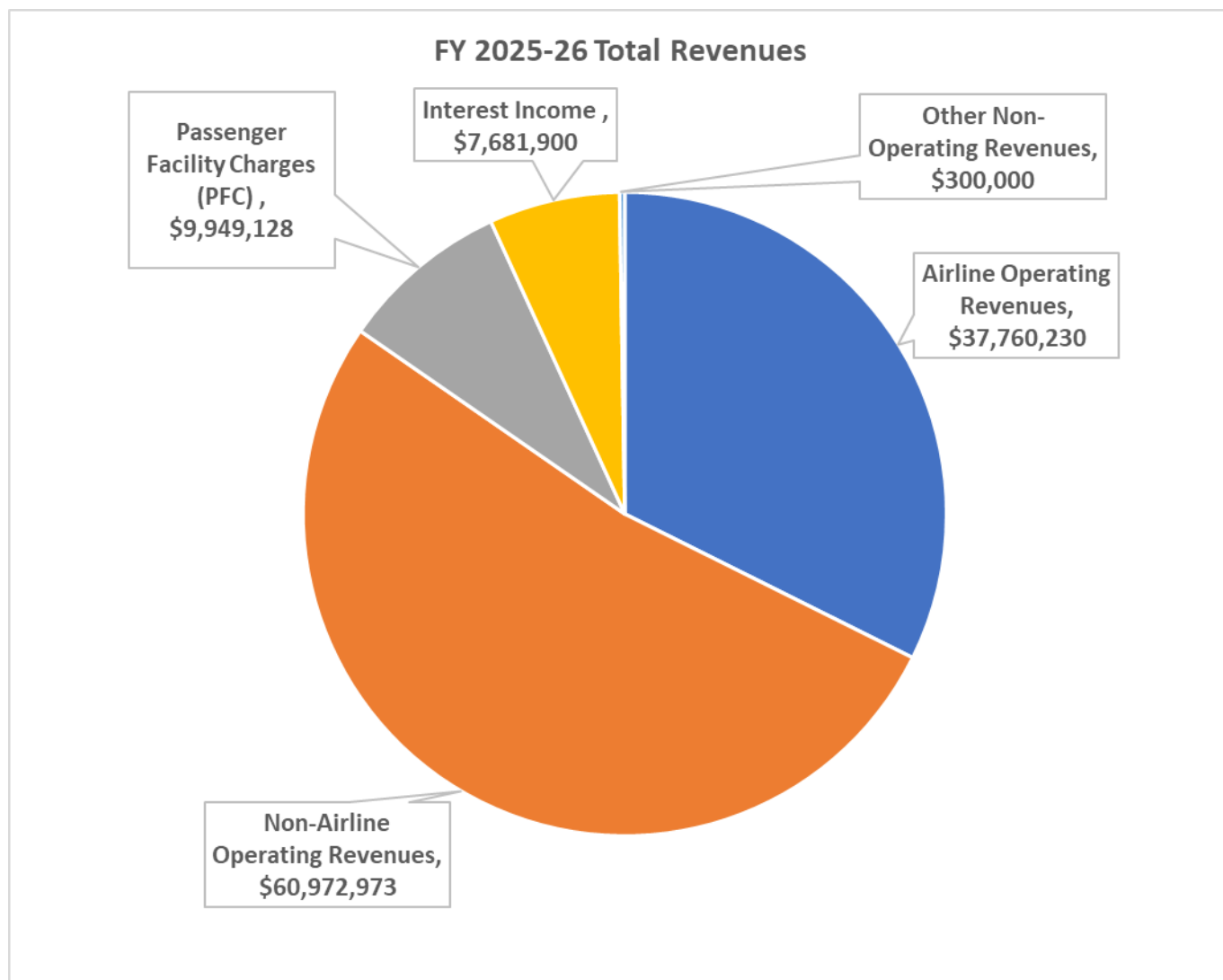
Key Metrics

Description	FY 2023-24 Actual	FY 2024-25 Budget	FY 2024-25 Forecast	FY 2025-26 Budget	Budget to Budget	
					\$ Change	% Change
Enplaned Passengers	2,344,848	2,414,737	2,469,342	2,516,997	102,260	4.2%
Landed Weight (000's)	3,225,057	3,378,382	3,427,860	3,475,065	96,683	2.9%
Landing Fee (Signatory)	\$ 4.12	\$ 4.19	\$ 4.20	\$ 4.39	\$ 0.20	4.8%
Landing Fee (Non-Signatory)	\$ 4.74	\$ 4.82	\$ 4.83	\$ 5.05	\$ 0.23	4.8%
Terminal Rental Rate (Avg.)	\$ 131.34	\$ 156.40	\$ 155.13	\$ 162.63	\$ 6.23	4.0%
Debt Service Coverage	143.55	16.47	17.52	26.39	9.92	60.2%
Federal Stimulus	\$ 778,780	\$ 5,000,000	\$ 7,600,000	\$ -	\$ (5,000,000)	(100.0%)
Sig. Cost Per Enplanement	\$ 8.28	\$ 10.93	\$ 10.95	\$ 10.76	\$ (0.17)	(1.5%)
Workforce (FTEs)	292	295.5	295.5	273.5	(22.00)	-7.4%

The revenue forecast for next year assumes 2.517 million enplaned passengers, a 4.2% increase from the current year budget, and 1.9% increase from the updated forecast. The increase in enplaned passengers is due to the growth of the region and added flights.

Total Revenues

Total airport revenues, composed of operating and non-operating revenues, forecasted for FY 2025-26 are \$116.664 million, an \$11.18 million or 10.6% increase from the FY 2024-25 adopted budget. Total revenues has in recent years included federal stimulus funds however, we do not expect to receive any Federal Stimulus funds in FY 2025-26.



Operating Revenues

Budget Category	FY 2023-24 Actual	FY 2024-25 Budget	FY 2024-25 Forecast	FY 2025-26 Budget	Budget to Budget	
					\$ Change	% Change
Operating Revenues:						
Airline Revenues	\$ 32,754,559	\$ 35,655,792	\$ 35,965,592	\$ 37,760,230	\$ 2,104,438	5.9%
Non-Airline Revenues	51,608,267	52,753,011	54,091,081	60,972,973	8,219,962	15.6%
Total Operating Revenues	84,362,826	88,408,803	90,056,673	98,733,202	10,324,400	11.7%

Of the total revenues, \$99.733 million are operating revenues derived from airline and non-airline revenue sources. Operating revenues are forecasted to increase \$10.3 million or 11.7% from the FY 2024-25 adopted budget. Operating revenues are summarized in two major categories:

- ***Airline revenues*** – generated from landing fees and terminal building rents, are forecasted to be \$37.76 million, approximately 38.2% of the total operating revenues. The 5.9% increase from the current fiscal year is primarily due to the increase in the cost of operating and maintaining the Airfield and Terminal cost centers resulting in higher landing fees and terminal rental rates.

- **Non-airline revenues** – generated from public parking, car rental, retail, food and beverage, advertising, gaming, and other concessions represent \$60.973 million, or approximately 61.8% of total operating revenues. The 15.6% increase from the FY 2024-25 budget is primarily due to parking, ground transportation, and land rental revenues.

Airline Rates and Charges

Airline rates and charges primarily refer to landing fees, terminal rents, and baggage handling fees established annually by RTAA. The rates and fees are calculated to recover budgeted costs to operate and maintain the airfield, terminal facilities, and the baggage handling system (BHS). At the end of the fiscal year, a true up is performed to account for the difference between actual costs and the budgeted rates and charges in accordance with the airline agreement between RTAA and seven signatory airlines.

Landing Fee Calculation

Airfield Cost Center	FY 2023-24 Actual	FY 2024-25 Budget	FY 2024-25 Forecast	FY 2025-26 Budget	Budget to Budget \$ Change	% Change
Operating Expenses	\$ 13,971,512	\$ 14,175,962	\$ 14,291,689	\$ 15,520,697	\$ 1,344,735	9.5%
Operating Reserve	217,003	122,377	120,075	171,825	49,449	40.4%
Fixed Assets/Equipment	281,089	238,004	210,964	208,421	(29,583)	(12.4%)
Capital Projects	(1,879)	516,180	797,845	-	(516,180)	100%
Amortization of Capital Items	684,427	634,458	634,458	1,090,841	456,383	71.9%
Less: Federal Stimulus	(300,000)	-	-	-	-	0%
Less: Non-Signatory Landing Fees	(1,508,847)	(1,283,952)	(1,512,485)	(1,563,192)	(279,240)	21.7%
Less: Airfield Revenues	(1,388,284)	(1,364,311)	(1,463,466)	(1,546,656)	(182,346)	13.4%
Total Requirement (A)	11,955,021	13,038,718	13,079,079	13,881,936	843,218	6.5%
Total Landed Weight	3,225,057	3,378,382	3,427,860	3,475,065	96,683	2.9%
Signatory Landed Weight (000s) (B)	2,898,548	3,111,919	3,114,716	3,165,430	53,511	1.7%
Sig. Landing Fee Rate Per (000s) (A/B)	\$ 4.12	\$ 4.19	\$ 4.20	\$ 4.39	\$ 0.20	4.8%
Non-Signatory Landing Fee Rate (15%)	\$ 4.74	\$ 4.82	\$ 4.83	\$ 5.05	\$ 0.23	4.8%

Landing fees are charged to passenger and cargo carriers for each aircraft landing based on the aircraft's maximum gross landed weight. RTAA currently recovers 100% of its costs of operating and maintaining the airfield through landing fees. The Landing Fee rate is calculated by dividing the total requirement (net cost) of the airfield by the total landed weight of Signatory Airlines. Non-signatory airlines pay a 15% premium for the landing fee rate compared to Signatory Airlines. The forecasted total landed weight of 3.475 million thousand pounds is a 2.9% increase from the current year budget.

Demand for travel through RNO is expected to remain relatively strong in FY 2025-26 with landed weight to exceed the current year updated traffic forecast. Landing fees are forecasted to increase to \$4.39 per thousand pounds for Signatory Airlines and \$5.05 for non-signatory airlines. The new rates represent a 4.8% increase from the current year's budget due to higher costs associated with operating and maintaining the airfield.

Terminal Rent Rate Calculation

Terminal Cost Center	FY 2023-24 Actual	FY 2024-25 Budget	FY 2024-25 Forecast	FY 2025-26 Budget	Budget to Budget	
					\$ Change	% Change
Operating Expenses	\$ 26,259,614	\$ 29,447,538	\$ 29,268,862	\$ 30,666,093	\$ 1,218,554	4.1%
Debt Service	-	1,665,560.00	1,665,560.00	1,440,100	(225,460)	100%
Other Debt Service	242,971.60	-	-	-	-	0%
Debt Coverage	\$ -	166,556	166,556	144,010	(22,546)	100%
Operating Reserve	407,859	254,211	245,909	339,495	85,284	33.5%
Fixed Assets/Equipment	342,140	282,945	396,928	254,631	(28,314)	(10.0%)
Capital Projects	386,026	84,480	84,480	338,100	253,620	300.2%
Amortization of Capital Items	335,800	598,949	598,949	720,841	121,892	20.4%
Less: Gaming Concession (50%)	(742,800)	(724,400)	(740,800)	(780,269)	(55,869)	7.7%
Less: In-Terminal Concessions	(4,459,895)	(4,636,712)	(4,761,738)	(4,807,156)	(170,444)	3.7%
Less: Airline Reimbursements	(371,457)	(350,900)	(355,585)	(415,563)	(64,663)	18.4%
Total Requirement	22,400,258	26,788,228	26,569,121	27,900,282	1,112,054	4.2%
Terminal Square Footage (SF)	170,553	171,275	171,275	171,553	278	0.2%
Average SF Terminal Rental Rate	\$ 131.34	\$ 156.40	\$ 155.13	\$ 162.63	\$ 6.23	4.0%
Signatory Airline Allocated Cost	16,178,100	19,377,800	19,220,500	20,194,900	817,100	4.2%
Less Revenue Sharing Transfer	-	-	-	-	-	-
Net Terminal Requirement	16,178,100	19,377,800	19,220,500	20,194,900	817,100	4.2%
Signatory Airline Leased SF	123,177	123,899	123,899	124,177	278	0.2%
Signatory Airline Terminal Rate SF	\$ 131.34	\$ 156.40	\$ 155.13	\$ 162.63	\$ 6.23	4.0%

Airline terminal rentals reflect recovery of terminal costs allocated to airline occupied facilities, with total facility costs divided by airline rentable square footage. The average terminal rental rate is calculated by applying the total required cost to operate and maintain terminal facilities, plus debt service, capital improvement projects, and amortization of capital items, minus 50% of Gaming Concession and In-Terminal Concession revenues, divided by the total airline rentable terminal space. The proposed average terminal rental rate is \$162.63, a 4.0% increase from the FY 2024-25 budget. This increase is due to the higher cost to maintain and operate the Terminal building, and an increase in cost related to capital projects.

Baggage Handling System (BHS) Fee Calculation

Baggage Handling System	FY 2023-24 Actual	FY 2024-25 Budget	FY 2024-25 Forecast	FY 2025-26 Budget	Budget to Budget	
					\$ Change	% Change
Operating Expenses	\$ 2,159,080	\$ 2,406,541	\$ 2,404,964	\$ 2,432,206	\$ 25,665	1.1%
Operating Reserve	33,534	20,775	20,206	26,926	6,151	29.6%
Less: TSA Reimbursements	(70,141)	(45,900)	(69,290)	(59,600)	(13,700)	29.8%
Less: Airline Reimbursements	(186,640)	(155,300)	(182,000)	(233,600)	(78,300)	50.4%
Total Requirement	1,935,833	2,226,116	2,173,880	2,165,932	(60,184)	(2.7%)
Signatory Airline Bags Processed	1,300,945	1,376,911	1,376,741	1,315,846	(61,065)	(4.4%)
Signatory Airline Rate per Bag	\$ 1.49	\$ 1.62	\$ 1.58	\$ 1.65	\$ 0.03	1.8%
Non-Signatory Airline Rate per Bag	\$ 1.64	\$ 1.78	\$ 1.74	\$ 1.81	\$ 0.03	1.8%

The baggage handling fee is meant to recover the operating, maintenance, and capital costs allocated to the BHS cost center, which now include amortization of capital items. RTAA manages the BHS through a service contract with a specialized vendor for the ongoing maintenance of the system used by the airlines. RTAA establishes a rate per checked piece of luggage based on a net cost recovery formula. The BHS signatory fee is forecast to be \$1.65 per bag and \$1.81 per bag for non-signatory airlines which pay a ten percent premium per the airline agreement. The new rate is a 1.8% increase when compared to the FY 2024-25 budget due to an expected decrease in the number of checked bags.

Revenue Sharing Calculation

Revenue Sharing	FY 2023-24 Actual	FY 2024-25 Budget	FY 2024-25 Forecast	FY 2025-26 Budget	Budget to Budget \$ Change	Budget to Budget % Change
Airline Revenue	\$ 32,994,213	\$ 35,704,192	\$ 36,066,092	\$ 37,760,230	\$ 2,056,038	5.8%
Non-Airline Revenue	51,637,524	52,732,811	54,065,938	60,972,973	8,240,162	15.6%
Total Revenue	84,631,737	88,437,003	90,132,030	98,733,202	10,296,200	11.6%
O&M Expense	60,931,405	67,005,134	67,086,759	71,856,851	4,851,717	7.2%
Total Debt Service	729,205	1,915,560	1,863,003	1,440,100	(475,460)	(24.8%)
O&M Reserve Requirement	971,353	592,789	579,619	815,827	223,038	37.6%
Fixed Asset	950,274	702,657	937,864	626,956	(75,701)	(10.8%)
Capital Project	781,718	1,964,500	3,153,005	1,907,850	(56,650)	(2.9%)
Amort of Capital Items	3,014,178	3,284,031	3,284,031	5,019,514	1,735,482	52.8%
Special Fund	519,937	507,095	518,562	546,188	39,094	7.7%
General Purpose Fund Requirement	3,000,000	3,000,000	3,000,000	3,000,000	-	-
Interest Income	(2,592,809)	(2,689,000)	(2,108,700)	(2,229,100)	459,900	(17%)
Federal Stimulus	(778,780)	-	-	-	-	-
Total Requirement	67,526,482	76,282,766	78,314,143	82,984,186	6,701,420	8.8%
Funds Remaining	17,105,255	12,154,236	11,817,888	15,749,016	3,594,780	29.6%
Revenue Share per Enplaned Passenger	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ -	-
Signatory Airline Enplaned Passengers	2,097,098	2,220,824	2,220,551	2,230,247	9,423	0.4%
\$2 per EP Revenue Share	4,194,196	4,441,648	4,441,101	4,460,494	18,846	0.4%
Net Funds Remaining after Rev. Share	12,911,059	7,712,588	7,376,786	11,288,522	3,575,933	46.4%
Total Airline Revenue Sharing Credit	10,649,725	8,297,942	8,129,495	10,104,755	1,806,813	21.8%
Amount to RTAA General Purpose Fund	9,455,529	6,856,294	6,688,393	8,644,261	1,787,967	26.1%
Effective Revenue Share per EP	\$ 5.08	\$ 3.74	\$ 3.66	\$ 4.53	\$ 0.79	21.3%

The revenue share calculation with our signatory airlines is based on funds remaining after satisfying the RTAA's financial obligations for the year and the \$3.0 million set aside for the general-purpose fund. The revenue share is now rolled out monthly on a per enplaned passenger basis to Signatory Airlines and is applied as a credit in the billing process. There are specific debt service coverage (DSC) requirements used in the calculation – a minimum 1.4 DSC must be met before revenue sharing with the airlines; between 1.4 – 1.5 DSC \$2/enplanement will be shared, and above 1.5 the excess revenues are shared 50/50 between RTAA and the Signatory Airlines.

Cost Per Enplaned Passenger (CPE) – Calculated as all rates and charges paid by the airlines to operate at RNO, divided by the forecasted number of enplaned passengers. The signatory cost per enplaned passenger is forecasted to be \$10.76, a (\$0.17), or (1.5%) decrease from the current year budget rate of \$10.93.

Non-Airline Revenues

The non-airline operating revenues forecasted in the FY 2025-26 proposed budget include concession fees (e.g., gaming, food & beverage, retail, advertising, etc.), parking, ground transportation, auto rental, reimbursed services, building and land rents, and other rentals. These revenues are estimated to be \$60.972 million, reflecting an increase of \$8.220 million or 15.6% from the current budget year. This overall increase is primarily attributed to parking, auto rental, and building and land rental revenues, and the increase in operating activity for ground handling and support services at RNO. Parking rate adjustments and Consumer Price Index (CPI) rental rate adjustments were factored in the FY 2025-26 budget.

RNO parking revenue is expected to increase 27%, driven by the recent increase in parking rates. Ground transportation revenues are anticipated to increase by \$348,000, or 26.8% due to the

increased activity expected for Transportation Network Companies (TNCs). Non-Terminal rents are expected to increase by \$1.02 million, or 12.9% due primarily to the addition of two new buildings on Air Cargo Way and to rate adjustments tied to CPI. Retail, advertising, and gaming revenues are forecasted to experience a slight uptick of approximately 4.8% compared to the current year's budget.

Non-Operating Revenues

The proposed budget includes non-operating revenues of \$17.931 million to be received from Passenger Facility Charges (PFCs), investment interest, and aviation gas tax. In the forthcoming fiscal year, PFCs are estimated to increase by approximately \$872,428 thousand or 9.6% from the current year budget attributable to increased passenger traffic and PFC interest earnings of \$612,200. RTAA does not expect to receive any Federal Stimulus funding in FY 2025-26. Interest income is expected to increase by approximately \$4.985 million or 184.8% due to the higher cash balances from the 2024 Bonds. Of the \$7.682 million in interest income, \$5.423 million will be transferred to the Construction Fund for use on MoreRNO projects.

Budget Category	FY 2023-24 Actual	FY 2024-25 Budget	FY 2024-25 Forecast	FY 2025-26 Budget	Budget to Budget	
					\$ Change	% Change
Non-Operating Revenues:						
Passenger Facility Charges	\$ 9,067,927	\$ 9,076,700	\$ 9,517,449	\$ 9,949,128	\$ 872,428	9.6%
Customer Facility Charges	7,919,364	-	-	-	-	0%
Federal Stimulus	778,780	5,000,000	7,600,000	-	(5,000,000)	(100%)
Interest Income	3,877,114	2,696,900	2,148,700	7,681,900	4,985,000	184.8%
Other Non-Operating	302,499	302,900	302,900	300,000	(2,900)	(1.0%)
Total Non-Operating Revenues	21,945,684	17,076,500	19,569,049	17,931,028	854,528	5.0%

Operations and Maintenance (O&M) Expenses

The proposed budget for operating and maintenance (O&M) costs in FY 2025-26 amounts to \$73.905 million, a \$5.237 million or 7.6% increase compared to the FY 2024-25 budget. The table below outlines the RTAA's operating expenses, categorized by major expense groups.

Budget Category	FY 2023-24 Actual	FY 2024-25 Budget	FY 2024-25 Forecast	FY 2025-26 Budget	Budget to Budget	
					\$ Change	% Change
Operating Expenses:						
Personnel Services	\$ 42,975,044	\$ 45,219,168	\$ 44,588,994	\$ 41,590,090	\$ (3,629,078)	(8.0%)
Utilities and Communications	4,033,644	4,658,400	4,611,527	4,093,750	(564,650)	(12.1%)
Purchased Services	8,843,500	11,279,064	12,129,112	20,617,501	9,338,437	82.8%
Materials and Supplies	3,013,477	2,983,930	2,979,054	2,682,427	(301,503)	(10.1%)
Administrative Expenses	3,673,976	4,527,473	4,679,373	4,921,173	393,700	8.7%
Total Expenses	62,539,641	68,668,035	68,988,060	73,904,941	5,236,906	7.6%

Personnel Services – The Personnel Services category is estimated at \$41.590 million, accounting for 56.3% of the total O&M budget. This includes salaries, wages, and benefits for the RTAA workforce, which comprises 273.5 full-time equivalent (FTE) positions. The proposed FY 2025–26 personnel budget shows a reduction of (\$3.629) million, or (8.0%), compared to the FY 2024–25 budget. This decrease is largely due to the transfer of the Airport Rescue Fire Fighter (ARFF) team to the City of Reno, resulting in a reduction of 24 FTE. ARFF services are now handled by the City of Reno, with all associated costs reflected under Purchased Services. The year over year reduction in Personnel Services related to ARFF is approximately (\$5.590 million). For remaining

personnel, the budget incorporates salary and wage increases aligned with existing bargaining agreements, merit raises for Management and Civil Service Plan (CSP) staff, and anticipated increases in health insurance and other benefits. Additional increases within the budget include overtime, shift differential, and standby pay. Furthermore, the proposed budget introduces three new positions: an Airport Police Officer, an Airport Facilities Custodian, and a Limited Duration Project Manager Assistant for MoreRNO.

The unrepresented groups of CSP and Management employees are eligible for a merit increase estimated at an average of 5.0% in base salary and an average of 5.6% in performance-based incentives. The budget increase for merit and performance-based incentive increase compared to FY 2024-25 is approximately \$630,000.

The International Brotherhood of Teamsters (Teamsters) are eligible for a Consumer Price Index (CPI) increase not to exceed 2.75% and a step increase. The proposed budget includes both a CPI and step increase, resulting in an approximately \$395,000 increase from the current budget. Overtime pay, shift differential, and standby budgets across all RTAA departments increased by approximately \$57,000 compared to FY 2024-25.

Employee benefits, including group health insurance premiums for medical, dental, vision, workers' compensation, and other employer-paid benefits (except retirement contributions) are projected to increase by approximately \$691,000. Health insurance premiums for calendar year (CY) 2025 increased by 20% over CY 2024. We anticipate that premiums will increase an additional 12% for CY 2026.

Retirement benefit rates through Nevada PERS will increase substantially effective July 1, 2025. The impact of the rate increase to the FY 2025-26 Budget is approximately \$1.2 million

Utilities and Communications – This expense category includes costs for electricity, water, sewer, natural gas, and telephone and data communications services for RTAA-owned facilities. These costs are estimated to be \$4.093 million, a decrease of (\$564,650) or (12.1%) from the FY 2024-25 budget. This decrease is attributed largely to lower than anticipated rates for electricity and natural gas in FY 2024-25. The rates included in the FY 2025-26 Budget reflect current rates and rate projections provided by NV Energy.

The budget allocation for telephone and data communications costs in fiscal year 2025-26 saw a reduction of (\$62,000) compared to FY 2024-25 attributed to renegotiated rates and a reduction in necessary telecommunication services in some departments.

Purchased Services – This expense category accounts for legal and professional services, and specialized service contracts to maintain and repair mechanical systems and equipment. Beginning in FY 2025-26, this category also includes the cost of Airport Rescue Fire Fighting (ARFF) which is now a service provided by the City of Reno. Total Purchased Services costs are estimated at \$20.618 million, an increase of approximately \$9.338 million, or 82.8% from the FY 2024-25 budget.

The proposed increase in the budget encompasses several specific allocations:

- \$7.487 million increase covers Airport Rescue Fire Fighting (ARFF) services charged to Purchased Services. Beginning in April 2025, costs related to ARFF are all included in Purchased Services whereas in prior years, ARFF costs were reflected in Personnel Services, Purchased Services, Materials and Supplies and Administrative Expenses. The total cost of ARFF in the Purchased Services category for FY 2025-26 is \$7.680 million
- \$600,000 increase related to outsourcing of employee shuttle service to a third-party provider.
- \$203,000 will cover additional costs for GTC Project Management as part of the MoreRNO Program. The increase of \$203,000 reflects the impact of a full year of expense at \$550,000 annually.
- \$200,000 is included for a glycol study.
- \$150,000 is included for a grant administration consultant.
- \$100,000 increase in cost associated with expanded hours for common use equipment service.
- \$100,000 increase is included for outside legal opinion and consulting.
- \$85,000 is included for a terminal scanning project to be used to update the terminal space database.
- Approximately \$400,000 increases in ongoing outside services for inflation and contractual increases.

Materials and Supplies – This category includes estimates to obtain needed supplies and materials, primarily for the Facilities and Maintenance staff, to maintain all RTAA facilities and airfield. The requested budget of \$2.682 million is a decrease of (\$301,500), or (10.1%) from the FY 2024-25 budget.

The budget decrease is due primarily to the reclassification of ARFF Materials and Supplies expenditures of \$286,100 to Purchased Services. Excluding ARFF, the net change in Materials and Supplies is an increase over FY 2024-25 of \$15,400.

Administrative Expenses – The administrative expenses category is used to account for training, conference registration fees, travel, air service development, airport economic development, conference sponsorship, airport community relations, insurance premiums, and credit card processing fees. The budget estimate for this category of \$4.921 million is an increase of \$393,700 or 8.7% from the FY 2024-25 budget.

Increases include:

- \$218,800 increase in credit card fees associated with higher parking revenues.
- \$125,400 increase in Air Service Development incentives.
- \$57,000 increase in property and casualty, and liability insurance.
- \$52,000 increase in promotion and advertising.
- \$50,000 for tri-annual disaster preparedness exercise.
- \$40,000 increase in training expenses.

These increases are offset by a reductions of (\$205,500) related to the transfer of cost for ARFF to Purchased Services.

Property, Plant and Equipment

The Property, Plant and Equipment category includes estimated acquisition costs for assets with a useful life exceeding one year and a cost greater than \$5,000. The cost of items greater than \$500,000 are amortized over the estimated useful life of the asset and included in the rate base paid by airline and non-airline revenues.

The total preliminary FY 2025-26 budget for this category is \$1.386 million, an increase of \$684,300 or 99% from the FY 2024-25 budget. Items included in this category are as follows:

- \$760,000 - Paint striping truck to maintain airport markings on airfield
- \$216,956 - Two (2) SUV type patrol vehicles, fully outfitted, for public safety functions)
- \$100,000 - Portable/desktop Explosives Detector standard kit. This is to fulfill TSA mandate to have explosive detection alert device in place per their Aviation Worker Screening program by April 2026.
- \$81,000 - Deicing, anti-icing all in one brine machine
- \$80,000 - Annual computer refresh
- \$70,000 - Annual replacement of Common Use and FIDS (Flight Information Display System) computers and monitors over 5-year cycle
- \$40,000 - Camera Replacements
- \$21,000 - Axon tasers and electronic control weapons for Airport Police
- \$18,000 - Computer replacement for CBP (Customs and Border Patrol)

Debt Service

On September 4, 2024, RTAA issued \$238.260 million of airport revenue bonds to fund airport capital improvements and to refinance \$22.410 million of a non-revolving line of credit obligation for the MoreRNO program.

The FY 2025-26 operating budget includes \$1.4 million debt service related to the expansion of the ticketing hall. Debt service expenses related to the MoreRNO program will be Capitalized as part of the NewGen project and will be amortized beginning at the time of beneficial occupancy.

Capital Improvement Projects

The proposed program of capital improvement projects reflects a total budget of \$207.1 million for 29 projects, including the design and construction of some of the MoreRNO projects. Budget amounts for these projects only reflect the forecasted expenses in FY 2025-26. The proposed projects are to be funded with federal grants, PFC, airport bonds, and internal funds generated from airline and non-airline revenue sources. For the airline rates and charges calculation, projects with a cost greater than \$500,000 are amortized over the estimated useful life of the asset. Descriptions of the proposed capital projects are as follows:

MoreRNO Projects

- \$23,230,000 - New Gen A&B Design and Pre-Construction – the continuation of the design of the New Gen A&B projects through completion, estimated at 2027-2028. The budget reflects only work expected for the 2024-25 fiscal year. A significant portion of this project is intended to be funded through the collection of PFCs. The project consists of four individual projects: Concourse A and associated apron work (New Gen A), Concourse B and associated apron work (New Gen B), South Remain Overnight (S. RON) - expansion of the south apron, Central Utility Plant (CUP) - new CUP serving the concourses.
- \$36,300,000 - Concourse A Construction and associated apron work (New Gen A)
- \$21,700,000-Concourse apron construction and associated building demo (design)
- \$3,680,000 - Concourse B and associated apron work (New Gen B)
- \$45,445,000 - Central Utility Plant Construction - Construction of a new central utility plant in conjunction with the New Gen A&B project. The requested budget amount only reflects the work expected to be done in FY 2024-25. The project will be completed in FY 2025-26.
- \$4,500,000 - South Remain Overnight Construction (RON) – reconstruction and expansion of the current South RON pad parking area to the south by approximately 100 feet to accommodate five aircraft parking spaces. Funding for this project is through federal grants and PFCs.
- \$9,725,000 - RTAA Administration and Police Headquarters Design and Preconstruction Services – design and preconstruction. The design is based on the recommendations by the Workspace Study prepared by H+K Architects. The design is currently in progress and expected to be completed in FY 2025-26.
- \$33,387,000 - RTAA Administration and Police Headquarters Construction – construction of the new HQ building. The budget includes only work expected in FY 2024-25.
- \$768,000 – MoreRNO Public Art Funding

Capital Improvement Program (CIP) Projects

- \$6,760,000 - General Aviation East Apron Reconstruction
- \$4,500,000 - Airfield Signage Replacement and Taxiway Renaming (Construction)
- \$3,500,000 - RNO Aviation Boulevard and National Guard Way Reconstruction
- \$2,285,000 - Pavement Management System – Airside pavement and maintenance projects identified by RTAA Engineering and Maintenance staff based on the pavement management reports and field observations that may not qualify for federal Airport Improvement Project (AIP) grant funds. Additionally, the project will pay for the annual Pavement Condition Index (PCI) inspections and report as required to receive FAA AIP grant funding for airside projects.
- \$1,550,000 - General Aviation East Taxiway Reconstruction
- \$1,000,000 - RTAA Computer Server Upgrade
- \$960,000 - ARFF Roof Replacement Design and Construction
- \$850,000 - General Aviation (GA) East Landside Parking Lot– the primary objective of this project is the reconstruction of the landside parking lot for GA East, situated off Rock

Boulevard. The initiative aims to enhance the functionality, safety, and aesthetics of the parking facility

- \$330,000 - RNO Backflow Prevention Installation Project
- \$300,000 - Mini Warehouse Rehabilitation
- \$195,000 - RNO Ticketing Hall Roof Drain Repair
- \$190,000 - Landside Pavement Maintenance
- \$145,000 - RNO Miscellaneous Electrical Systems Repair Projects
- \$130,000 - RNO Substation 4 Design and Construction
- \$100,000 - Baggage Handling System Renewal Program
- \$1,000,000 – Stead O Block Utilities
- \$460,000 – Stead Fire Suppression Hangar 5 and 6
- \$250,000 - Stead RTS Pavement Maintenance Project
- \$700,000 - Stead Airport Master Plan Study Update, ALP Update, and GIS Data Collection
- \$400,000 - Stead Solvent Site

Attached additional budget information:

- Bar Chart Reflecting Enplaned Passengers
- Total Revenues – Operating and Non-Operating
- Operating Revenues – Non-Airline Revenues
- Operations and Maintenance Expenses by Department by Expense Category
- RTAA Organizational Chart
- RTAA Listing of Positions by Department

Board Memorandum

05/2025-22

In Preparation for the Regular Board Meeting on May 22, 2025

Subject: Adoption of Resolution No. 573 Amending Resolution No. 571, Establishing the Airport Rates and Charges for Fiscal Year 2025-26 Pursuant to the Reno-Tahoe Airport Authority Budget for Fiscal Year 2025-26

STAFF RECOMMENDATION

Staff recommends that the Board adopts Resolution No. 573, a Resolution amending Resolution No. 571, a Master Fee Resolution setting forth Airport Rates and Charges for Fiscal Year (FY) 2025-26 pursuant to the Reno-Tahoe Airport Authority's (RTAA) FY 2025-26 Annual Budget.

BACKGROUND

The Airport Act, Chapter 474, states that RTAA may assess and collect fees, rentals, rates, and other charges. RTAA has numerous resolutions, policies, and agreements that set forth rates and fees for the various operators and customers at Reno-Tahoe International Airport (RNO) and Reno-Stead Airport (RTS). The purpose of the Master Fee Resolution ("Resolution") is to provide the Board, staff, and users of the RTAA one document that details most rates, charges, and fees in one place for easy reference.

DISCUSSION

The Resolution is updated on an annual basis to coincide with the budget process and may be amended during the fiscal year. Rates and charges, such as landing fees, terminal building rents, and fees for the baggage handling system are calculated to recover the estimated cost to operate these facilities as established in the proposed RTAA budget for FY 2025-26. Some of the highlights of the proposed Master Fee Resolution are as follows:

- The signatory landing fee rate is increasing from \$4.19 to \$4.39 per 1,000 lbs. of landed weight. The non-signatory landing fee rate is increasing from \$4.82 to \$5.05 per 1,000 lbs. This rate increase is attributed to an increase in operating expenses in the Airfield cost center in FY 2025-26. These adjustments in landing fees are necessary to meet the proposed budget requirements for funding operating expenses, fixed assets, amortization of capital projects, and capital improvement projects associated with the Airfield cost center.
- Terminal rental rates for the use of RNO terminal facilities are calculated as Conditioned and Unconditioned Space. Ticket Counters, Office, Holdrooms, Baggage Service Office, Operations, Baggage Makeup and Handling, Baggage Claim, and Wheelchair Storage space categories are consolidated into Conditioned Space. Unenclosed Areas and Tug Drives are considered Unconditioned Space. Conditioned Space is increasing from \$165.48 to \$172.20 per square foot per annum (PSFPA) and Unconditioned Space is increasing

from \$82.74 to \$86.10 for both signatory and non-signatory airlines. The average terminal rental rate is increasing from \$156.40 to \$162.63 PSFPA. The increase is due to higher O&M expenses for FY 2025-26. Capital project expenses are also increasing in FY 2024-25.

- The Ramp Overnight Fee (RON) is increasing from \$132.00 to \$133.00; this is mainly due to the increase in landing fee rates.
- Baggage Handling System (BHS) fees are increasing from \$1.62 to \$1.65 per bag for signatory airlines and \$1.78 to \$1.81 for non-signatory airlines. The BHS fee is calculated to recover the total cost of operating and maintaining the system. The increase is primarily due to a slight decrease in the number of checked bags assumed for FY 2025-26.
- The gate use charge is increasing from \$300.00 to \$315.00 per turn or \$2.85 to \$3.00 per turn per passenger due to the increase in the Conditioned Space rental rate.
- Ticket counter per use fee is increasing from \$45.00 to \$47.00 per counter (two positions). The increase is due to higher terminal rental rates.
- Applicable land and building rents reflect a 2.4% Consumer Price Index (CPI) adjustment based on the increase from March 2024 to March 2025.
- General Aviation (GA) rental rates adjusted annually by CPI are proposed to change based on current contracts. T-hangars reflect an approximately 2.0% increase due to the cap in the T-Hangar Leasing Guidelines. Box hangars and other GA rental rates reflect a 2.4% CPI adjustment.
- Waste disposal fees are increasing from \$6,943 to \$7,394 per month due to higher costs associated with providing the trash removal services. This is based on the previous year's actual expenditures.
- Customer Facility Charges for Auto Rental are increasing from \$9.80 to \$11.00 per transaction day.
- Fees for Tenant locksets are increasing from \$360.00 to \$500.00 per lockset based on increased cost of materials.
- Terminal rental rates at RTS are increasing from \$1.70 to \$1.74 per square foot per month. Common area maintenance charges are increasing from \$0.22 to \$0.23 per square foot per month. Increases are tied to CPI.

FISCAL IMPACT

The fiscal impact related to Resolution No. 567 is reflected in the proposed FY 2025-26 budget.

COMMITTEE COORDINATION

Finance and Business Development Committee

PROPOSED MOTION

“Move to adopt Resolution No. 573 amending Resolution No. 571 establishing the Airport Rates and Charges for Fiscal Year 2025-26 pursuant to the RTAA’s proposed Budget for Fiscal Year 2025-26.”

RESOLUTION NO. 573

A RESOLUTION AMENDING RESOLUTION NO. 571, A MASTER FEE RESOLUTION SETTING FORTH AIRPORT RATES AND CHARGES FOR FY 2025-2026

(Note: Changes are in bold)

WHEREAS, Section 10 (10) of SB 198, Chapter 474, Statutes of Nevada 1977 provides that the Reno-Tahoe Airport Authority may charge fees, rentals, rates, and other charges:

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Reno-Tahoe Airport Authority that Resolution Number 571 is amended to set forth a list of master fees for Fiscal Year 2025-2026 for the Reno-Tahoe International Airport (RNO) and the Reno-Stead Airport (RTS).

Rates and charges that are being changed are noted in **bold** with the previous amount in **red**.

FEES/RENTALS/RATES AND OTHER CHARGES	AMOUNT
RNO SIGNATORY RATES AND CHARGES	
Landing Fee	\$4.39 (\$4.19) per 1,000 lbs.
Terminal Conditioned Space	\$172.20 (\$165.48) PSFPA* *Per square foot per annum
Terminal Unconditioned Space	\$86.10 (\$82.74) PSFPA
Baggage Handling System (BHS) Charge	\$1.65 (\$1.62) per bag processed through the Baggage Handling System
RNO NON-SIGNATORY RATES AND CHARGES	
Landing Fee	\$5.05 (\$4.82) per 1,000 lbs.
Terminal Conditioned Space	\$172.20 (\$165.48) PSFPA
Terminal Unconditioned Space	\$86.10 (\$82.74) PSFPA
Baggage Handling System (BHS) Charge	\$1.81 (\$1.78) per bag processed through the Baggage Handling System
Joint Use Baggage Makeup and Handling, Baggage Claim and Tug Drives, Wheelchair Storage	\$2.80 per Enplaned and Deplaned Passenger
Ticket Counter (Each Counter/ 2 Positions)	\$47.00 (\$45.00) per ticket counter (2 positions) per enplaning operation.

FEES/RENTALS/RATES AND OTHER CHARGES	AMOUNT
RNO NON-SIGNATORY RATES AND CHARGES (Continued)	
Gate Use Charge	The lesser of \$3.00 (\$2.85) per enplaning and deplaning passenger or \$315.00 (\$300.00) per turn. However, the former will only be considered upon airline request and with airline provided specific, per flight passenger totals submitted with the required monthly landing report (10 days after the end of the month).
RNO OTHER AIRLINE CHARGES	
Ramp Overnight Fee (RON)	\$133.00 (\$132.00) per day over 3 hours
Gate Overstay Penalty	\$250.00 per 15-minute period exceeding initial 15 minutes after being directed to tow the aircraft.
Disposal Fees	\$7,394 (\$6,943) monthly
Customs and Border Protection Facility Use Charge	\$4.50 per deplaned international passenger
Passenger Boarding Ramp Equipment Use Fee	\$45.00 per enplaning or deplaning operation excluding scheduled international service.
Incentives for scheduled passenger air and air cargo carriers to increase air service to Reno	Policy guidelines for waiving landing fees and/or Marketing support (other charges) as approved by the Board (for a period of up to two years) under Resolution No. 566 amending updating Policy No. 600-007, on May 23, 2024

FEES/RENTALS/RATES AND OTHER CHARGES		AMOUNT
RNO AIR OPERATIONS AREA (AOA) LAND RENTS		
Improved Land on Air Operations Area (AOA)		\$1.17 (\$1.14) PSFPA
Unimproved Land on Air Operations Area (AOA)		\$0.79 (\$0.77) PSFPA
RNO MISCELLANEOUS AVIATION SERVICES		
Fuel Flowage Fees – Reno/Tahoe International		\$0.07 per gallon
Commercial Aviation Ground Handlers and Support Service Operators		6% of Gross Revenues per the Commercial Aviation Ground Handling and Support Services Operating Agreement.
RNO OTHER TERMINAL RENTS (NON-AIRLINE)		
Ticket Lobby/Office Support Space		\$172.20 (\$165.48) PSFPA
Ticket Lobby/Alcove Space		\$172.20 (\$165.48) PSFPA
Baggage Claim Ground Transportation Facility		\$172.20 (\$165.48) PSFPA
Baggage Claim Ground Transportation Vestibule Counter		\$453.59 (\$442.96) per counter per month \$150.00 per counter per day
Concession Office/Storage/Support Space		\$10.84 (\$10.59) PSFPA
RNO T-HANGAR RATES		
GA East E37-E57		\$481.00 (\$472.00) per unit per month
GA East E1-E36		\$639.00 (\$626.00) per unit per month
T-Hangar Storage Space (GA East)		\$0.379 (\$0.372) per sq. ft. per month
<p>** Per General Aviation T-Hangar Leasing Guidelines adopted on May 18, 2017, and the General Aviation Rent Study (July 23, 2019) adopted by the Board on August 8, 2019, the following will apply to all RNO T-Hangar leases:</p> <ol style="list-style-type: none"> 1. All existing T-Hangar lease rental rates will be adjusted by a comparative rent analysis every five (5) years as well as an annual adjustment between each comparative rent analysis equal to the March CPI-U index, not to exceed 2%. 2. The rental rates for all T-Hangar leases with less than a one-year term and all month-to-month T-Hangar leases will be adjusted by the CPI plus an additional 10% differential. 		
RNO AIRCRAFT TIE-DOWN PARKING RATES		
Aircraft Tie-Down Parking		\$100.00 per aircraft tie-down position per month

FEES/RENTALS/RATES AND OTHER CHARGES	AMOUNT
RNO BOX HANGAR RATES	
GA West Hangar #2 Hangar #7 Hangar #8	\$0.418 (\$0.408) per sq. ft. per month
GA West Hangar #9 Hangar #10	\$0.521 (\$0.509) per sq. ft. per month
GA West/East Aircraft Apron Parking	\$0.061 (\$0.060) per sq. ft. per month
GA East Hangar - Building B Hangar – Building E Hangar – Building F Hangar – Building G	\$0.521 (\$0.509) per sq. ft. per month
GA East and West Hangar Office	\$0.654 (\$0.639) per sq. ft. per month
RNO VEHICLE PARKING FEES	
Short Term – Garage (1 st floor)	1 - 10 min Free 11 - 20 min \$1.00 21 - 40 min \$2.00 41 - 60 min \$3.00 \$3.00 Each Additional Hour or Part Thereof up to 6 hours. Between 6 hours and 24 hours the daily maximum will be charged at the Maximum Per Day \$36.00
Long Term – Garage (2 nd and 3 rd floors)	1 - 10 min Free 11 - 20 min \$1.00 21 - 40 min \$2.00 41 - 60 min \$3.00 \$3.00 Each Additional Hour or Part Thereof up to 6 hours. Between 6 hours and 24 hours the daily maximum will be charged at the Maximum Per Day \$22.00

FEES/RENTALS/RATES AND OTHER CHARGES	AMOUNT
RNO VEHICLE PARKING FEES (Continued)	
Long Term – Surface Lot	1 - 10 min Free 11 - 20 min \$1.00 21 - 40 min \$2.00 41 - 60 min \$3.00 \$3.00 Each Additional Hour or Part Thereof up to 6 hours. Between 6 hours and 24 hours the daily maximum will be charged at the Maximum Per Day \$18.00
Overflow Parking	Maximum Per Day \$18.00 will be charged per calendar day
Yellow Lot	1 - 10 min Free 11 - 20 min \$1.00 21 - 40 min \$2.00 41 - 60 min \$3.00 \$3.00 Each Additional Hour or Part Thereof up to 6 hours. Between 6 hours and 24 hours the daily maximum will be charged at the Maximum Per Day \$18.00
Blue Lot	1 - 10 min Free 11 - 20 min \$1.00 21 - 40 min \$2.00 41 - 60 min \$3.00 \$3.00 Each Additional Hour or Part Thereof up to 6 hours. Between 6 hours and 24 hours the daily maximum will be charged at the Maximum Per Day \$18.00
Oversize Vehicle Parking	Charged at the published parking rate multiplied by the number of spaces the vehicle occupies.
Lost Ticket	A lost ticket will incur an additional fee of \$26.00
Parking Proximity Card Replacement	\$25.00 for each replacement card
Non-Domiciled Flight Crew Parking Tier-1	\$100.00 per month per employee
Non-Domiciled Flight Crew Parking Tier-2	\$50.00 per month per employee
Tenant Employee Parking	\$20.00 per month per employee

FEES/RENTALS/RATES AND OTHER CHARGES	AMOUNT
RNO GROUND TRANSPORTATION FEES	
Vehicle Registration Fee	\$25.00 minimum annual fee per company, \$5.00 per vehicle over 5 vehicles, maximum \$200.00
New /Lost/ or Replacement Transponder	\$25.00 for license plate version, \$15 for windshield version
Non-domicile Bus (bus with no operating permit)	\$25.00 per trip
Buses (>24 seat capacity)	\$5.00 per trip
Shuttles (<24 seat capacity)	\$3.00 per trip
Scheduled Shuttles	\$2.00 per trip (companies with a minimum 16 trips per day on a set schedule.)
Courtesy Vehicles	\$3.00 per trip
Pay Limousine	\$3.00 per trip
Taxi	\$2.00 per trip
Transportation Network Companies	\$3.00 per pick-up and \$2.00 per drop- off
Ground Transportation Citation	\$100.00
Commercial Vehicle Overnight Parking	\$10 per space per night
RNO PARKING CITATIONS	
Unattended Vehicle	\$30.00
Front Curb Loading/Unloading	\$25.00
Commercial Loading/Unloading	\$25.00
Parking in Crosswalk	\$30.00
Curb Markings	\$30.00
Failure to Obey Sign	\$30.00
Accessibility Zone	\$250.00
Failure to Obey Officer	\$30.00
RNO OFF-AIRPORT PARKING CONCESSION	
Off-Airport Parking Operator Fee	7% of Gross Revenues
RNO AUTO RENTAL – ON AIRPORT	
Customer Facility Charge	\$11.00 (\$9.80) per transaction day on each individual vehicle rental

FEES/RENTALS/RATES AND OTHER CHARGES		AMOUNT
RNO AUTO RENTAL – ON AIRPORT (Continued)		
Terminal Counter Space		\$172.20 (\$165.48) PSFPA
Terminal Office Space		\$172.20 (\$165.48) PSFPA
Quick Turnaround Lot Premises and Common Area		\$1.692 (\$1.652) PSFPA
Quick Turnaround Building Rent (1/5 th share)		\$66,231.63 (\$64,679.33) annual rent
Ready Parking and Return Parking		\$144.00 Per space per month
Service Facility Building Rent		\$10.559 (\$10.312) PSFPA
Service Facility Land Rent		\$0.957 (\$0.935) PSFPA
RNO AUTO RENTAL – OFF AIRPORT		
Off Airport Rental Cars		10% of gross revenues
RNO PEER-TO-PEER CAR SHARING		
RNO Peer-to-Peer Car Sharing		10% of gross revenues plus daily long-term parking rate for the use of any designated parking stalls
RNO AIRPORT WAREHOUSING		
Storage Unit– 12 ft. X 20 ft.		\$125.00 per month*
Storage Unit– 12 ft. X 30 ft.		\$150.00 per month*
Storage Unit– 12 ft. X 30 ft. with Loft		\$175.00 per month* (\$0.46 per sq. ft. per month*)
* Subject to promotions and discounts to increase business and lower specific vacancy rates. Month-to-month tenants are subject to individual rent increases at any time.		
Administrative Fee - new rentals (non-refundable)		\$25.00 per new rental
Mailbox Rental – Small		\$24.00 per quarter
Mailbox Rental – Medium		\$30.00 per quarter
Mailbox Rental – Large		\$35.00 per quarter
Storage Unit Lock Services – Cutting existing or providing a new lock		\$25.00 per occurrence
Late Fee Charge		\$25.00 if payment not received by 5 th of each month
Returned Check Charge		\$35.00 for all checks returned unpaid
RNO PARK TO TRAVEL		
Outside Parking		\$10.00 per day \$60.00 per week \$95.00 per month

FEES/RENTALS/RATES AND OTHER CHARGES	AMOUNT
RNO PARK TO TRAVEL (Continued)	
Enclosed Parking – 12 ft. X 20 ft.	\$125.00 per month
Enclosed Parking – 12 ft. X 30 ft.	\$150.00 per month
Enclosed Parking – 12 ft. X 30 ft. with Loft	\$175.00 per month
Late Fee Charge	\$25.00 if payment not received by 5 th of each month
Returned Check Charge	\$35.00 for all checks returned unpaid
Administrative Fee - new rentals (non-refundable)	\$25.00 per new rental
RNO MISCELLANEOUS FEES/CHARGES	
Photo Copying	\$1.25 for the first page, \$0.25 for each additional page thereafter. \$10.00 if sent to outside copying service plus cost of copying.
Reimbursement for services/maintenance	Based on level of personnel ranging from \$65.00 to \$125.00 per hour and type of equipment ranging from \$40.00 to \$275.00 per hour
Late Payment Service Charge	Highest rate established from time to time – currently 18% APR; minimum charge of \$5.00
Security ID Badges	Initial Identification Badge \$50.00, excluding Signatory Airlines; Badge renewal \$25.00, including Signatory Airlines; Badge Replacement (Lost/Stolen) \$50.00, including Signatory Airlines and Airport Authority employees; Unreturned badge fee \$150.00 assessed to sponsoring company. CBP Seal Fee \$10.00

FEES/RENTALS/RATES AND OTHER CHARGES	AMOUNT
RNO MISCELLANEOUS FEES/CHARGES (Continued)	
Airport Operations Area ID Badge	Initial Air Operations Area employee/tenant identification badge \$25.00; AOA ID Renewal \$12.50 Per annum
Tenant Fingerprinting	\$75.00 Airport processing fee per employee - original
Tenant Keys and Locks	\$50.00 per key \$100.00 per core \$500.00 (\$360.00) per lockset
SIDA/Driver Training Session	\$25.00 per employee
Conference Room Rental	For airport tenants: - \$125.00 half day - \$200.00 full day - Free for hiring events. For non-tenants: - \$250.00 half day - \$400.00 full day IT Services \$75.00 for setup, then \$75.00 per hour for additional support as requested
Copy of Police Report	\$10.00 per copy, \$15.00 if mailed
Copy of Electronic Files on Flash Drive	\$20.00 per unit Download on flash drive.
Brookside Lot – Remote Parking/Short Term Storage (No Terminal Access)	\$50.00 per day not to exceed 15 trailers.
Special Use Permit (i.e. filming, one-time use of ramp, booths on curb, etc.)	\$600.00 per day for non-aviation impacts; \$900.00 per day for activity that impacts aviation
*** RENO-STEAD AIRPORT (RTS)	
Landing Fees – Bureau of Land Management (BLM)	\$93.00 per landing for aircraft less than or equal to 155,000 lbs.; \$248.00 per landing for aircraft over 155,000 lbs.
Fuel Flowage Fees – RTS	\$0.05 per gallon

FEES/RENTALS/RATES AND OTHER CHARGES	AMOUNT
*** RENO-STEAD AIRPORT (RTS) (Continued)	
Commercial Aviation Operators	3% of gross revenues
Terminal Space Rent	\$1.74 (\$1.70) per sq. ft. per month plus \$0.23 (\$0.22) per sq. ft. per month common area maintenance charges
Conference Room Rental	For airport tenants: - \$125.00 half day - \$200.00 full day - \$100.00 cleaning deposit For non-tenants: - \$250.00 half day - \$400.00 full day - \$100.00 cleaning deposit IT Services \$75.00 for setup, then \$75.00 per hour for additional support as requested
Special Use Permit (i.e. filming, one-time use of ramp, etc.)	\$600.00 per day for non-aviation impact; \$900.00 per day for activity that impacts aviation
RTS Gate Key	\$25.00 deposit
Administrative Fee - new rentals (non-refundable)	\$25.00 per new rental
Storage Unit Lock Services – Cutting existing or providing a new lock	\$25.00 per occurrence
Late Fee Charge	\$25.00 if payment not received by 5th of each month
Returned Check Charge	\$35.00 for all checks returned unpaid
Storage Unit- 10 ft. X 20 ft.	\$80.00 per month
Storage Unit- 20 ft. X 20 ft.	\$125.00 per month
Aircraft Ramp Parking- transient aircraft with landed weight of 12,500 lb.	The lesser of \$10.00 per aircraft per day or \$50.00 per aircraft per week

Resolution No. 573 - Master Fees
Fiscal Year 2025-26

On motion by Trustee _____, second by Trustee _____, the foregoing Resolution No. 573 was passed and adopted this 22nd day of May 2025, by the following vote of the Board:

AYES: _____

NAYS: _____

ABSENT: _____ ABSTAIN: _____

Chair, Jennifer Cunningham

ATTEST:

Secretary Adam Kramer

Board Memorandum

05/2025-24

In Preparation for the Regular Board Meeting on May 22, 2025

Subject: Approval of Resolution No. 572 - A resolution to authorize the President/CEO to execute the updated Reno-Tahoe Airport Authority (RTAA) policies on Equal Opportunity Initiatives (EOI), Complaint and Investigation Procedures, Disability Accommodation, and Pregnancy Accommodation policy and procedures

STAFF RECOMMENDATION

Staff recommends that the Board adopt the motion stated below.

STRATEGIC PRIORITIES

People

BACKGROUND

The purpose of this action is to obtain Board approval of Resolution No. 572 which authorizes the President/CEO to revise the RTAA's Equal Opportunity Initiatives, Complaint and Investigation Procedures, Disability Accommodation, and Pregnancy Accommodation policy and procedures.

EOI, Complaint, Investigation, Disability, and Pregnancy Accommodation policies promote fairness, inclusion, and legal compliance while strengthening organizational culture, driving innovation, and fostering workplace trust. They also mitigate liability by providing employees with essential protections, accommodations, and a clear process for addressing concerns.

DISCUSSION

RTAA Executive Staff recommend making changes to the above-stated policies to:

- Ensure compliance with new legal standards and minimize risks.
- Adapt to evolving workplace dynamics and employee needs.
- Improve effectiveness by making policies more actionable and accessible.
- Address feedback from employees and HR to refine implementation.
- Enhance competitiveness, attracting top talent and reinforcing RTAA's reputation as a premier workplace..

WHAT CHANGED?

- **The Pregnant Workers Fairness Act (PWFA) was signed into law on December 29, 2022, and went into effect on June 27, 2023.**
 - RTAA added a Pregnancy Accommodation Policy and Complaint Form in accordance with this law.

- **Presidential Executive Order 11246 was revoked by President Trump's Executive Order 14173, titled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," issued on January 21, 2025.** This revocation has led to significant changes in the requirements for federal contractors, including the elimination of most affirmative action and DEI programs.
 - Removed any reference to Executive Order 11246.
 - RTAA legal and human resources staff confirmed that its policies do not include quotas or numerical diversity targets based on race, gender, or other protected characteristics that may have required removal.
- **The following laws and/or Acts are still in effect and included in this updated policy:**
 - **Title I and Title V of the Americans with Disabilities Act (ADA)**, 42 U.S.C. §§ 12101-12113: prohibits employment discrimination against qualified individuals based on disability and those regarded as having a disability; and
 - requires employers to provide reasonable accommodation to qualified individuals with disabilities unless doing so would impose an undue hardship on the employer's operations.
 - **Title VII of the Civil Rights Act of 1964 (Title VII)**, 42 U.S.C. §§ 2000e to 2000e-17: prohibits employment discrimination based on race, color, religion, sex (including gender, pregnancy, sexual orientation, and gender identity), or national origin.
 - **The Equal Pay Act (EPA)**, 29 U.S.C. § 206(d): prohibits sex-based wage discrimination against men or women performing substantially equal work in the same establishment.
 - **The Equal Opportunity Employment Act of 1972** (42 U.S. Code § 2000e-4): prohibits workplace discrimination based on:
 - **Race and Color Discrimination:** Protects individuals from being treated unfairly based on their race or the color of their skin.
 - **Religious Discrimination:** Safeguards against unfair treatment due to an individual's religious beliefs or practices.
 - **Sex Discrimination:** Prohibits unequal treatment based on gender, including pregnancy discrimination.
 - **National Origin Discrimination:** Protects individuals from bias due to their country of origin, accent, or ethnic background.
 - **The Age Discrimination in Employment Act (ADEA)**, 29 U.S.C. §§ 621-634: prohibits discrimination against individuals aged 40 or older.
 - **The Rehabilitation Act of 1973:** prohibits discrimination against individuals with disabilities in programs and activities that receive federal financial assistance.
 - **The Uniformed Services Employment and Reemployment Rights Act (USERRA)**, 38 USC § 4311: prohibits discrimination against past and current members of the uniformed services, as well as applicants to the uniformed services.
 - **The Hatch Act Reform Amendments of 1993**
 - Employees are prohibited from:
 - being candidates for public office in a partisan election if their salary is entirely federally funded;
 - using their official authority or influence to interfere with or affect the results of an election; and

- directly or indirectly coercing, attempting to coerce, commanding, or advising a state, d.c., or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.
- **The Immigration Reform and Control Act of 1986 (IRCA)**, Pub. L. No. 99-603, 100 Stat. 3359 (1986), as codified as amended in scattered sections of 8 U.S.C.: prohibits all employers from requiring specific documents or more documents than necessary rather than allowing an employee to choose from the list of acceptable documents in the form I-9 employment eligibility verification process (for the list of acceptable documents demonstrating the right to work in the United States see here: Form I-9 Acceptable Documents | USCIS); prohibits discrimination based on citizenship, if the employer employs four or more people; and prohibits discrimination based on national origin, if the employer employs between four and 14 people.
- **The Pregnant Workers Fairness Act (PWFA)**, 42 U.S.C. §§ 2000gg-2000gg-6 (effective June 27, 2023): requires covered employers to grant reasonable accommodations, such as light duty or other arrangements, to qualified job applicants and employees for known limitations related to pregnancy, childbirth, or related medical conditions, unless doing so would impose an undue hardship on the employer's operations; and prohibits discrimination against job applicants or employees because of their need for a pregnancy-related accommodation.
- **The Genetic Information Nondiscrimination Act (GINA)**, 42 U.S.C. § 2000ff: prohibits discrimination in employment and health insurance based on genetic information.
- **The Nevada Fair Employment Practices Act (FEPA)**: Nevada Revised Statutes 613.310 to 613.435
- **Updated the Sexual and Other Types of Harassment language**
- **RTAA's Complaint & Investigation procedures were updated**
 - Provided clarification on complaint protocol
 - Clarified and provided additional structure to the investigation procedures and responsibilities.
 - At the discretion of the President/CEO or the Chief People Officer, a determination will be made as to whether or not an investigation will be completed.
 - If the complaint does not fall within the standards of this policy, the Chief People Officer shall provide written notification to the complainant as to why RTAA chose not to conduct an investigation.
 - If the President/CEO or the Chief People Officer at RTAA determine the complaint does fall within the standards of this policy, RTAA shall initiate an investigation of the allegation(s) set forth in the complaint.
 - Depending on the subject matter of the investigation and its size and complexity, a Qualified Employee (or Deputized Employee) within RTAA's People Operation department (with little or no attorney involvement), in-house counsel, or external/outside counsel may conduct the investigation.
- Updated the Disability Accommodations Policy & supporting Request for Accommodation Under the ADA Form.

- Created a Pregnancy Accommodations Policy and supporting Request for Accommodation under the PWFA Form.

To promote better communication and transparency, we have reviewed the revisions to the RTAA's Equal Opportunity Initiatives (EOI), Complaint and Investigation Procedures, Disability Accommodation and Pregnancy Accommodation policies and procedures with an internal team which included our legal and human resources team, as well as the Finance and Business Development Committee members to solicit their concerns and feedback. The resulting draft was presented to the Board on May 22, 2025, for Board questions and comments and approved by the Board on June 12, 2025. Only the attached Board Resolution needs your approval.

FISCAL IMPACT

There is no fiscal impact at this time. There is potentially a fiscal impact should an investigation into a personnel issue have to be dealt with by external counsel.

COMMITTEE COORDINATION

Finance and Business Development Committee

PROPOSED MOTION

“Move to approve Resolution No. 572, authorizing the President/CEO to execute the updated Reno-Tahoe Airport Authority (RTAA) policies on Equal Opportunity Initiatives (EOI), Complaint and Investigation Procedures, Disability Accommodation, and Pregnancy Accommodation policies and procedures.”

RESOLUTION NO. 572

A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO REVISE THE 2025 RTAA EQUAL OPPORTUNITY INITIATIVES (EOI), COMPLAINT AND INVESTIGATION PROCEDURES, DISABILITY ACCOMMODATION, AND PREGNANCY ACCOMMODATION POLICY AND PROCEDURES.

WHEREAS, the Board of Trustees of the Airport Authority approved the Chief Executive Officer's authority to revise RTAA's Equal Opportunity Initiatives (EOI), Complaint and Investigation Procedures, Disability Accommodation, and Pregnancy Accommodation policy and procedures, which were last updated in October 2021.

WHEREAS, EOI, Complaint, Investigation, Disability, and Pregnancy Accommodation policies promote fairness, inclusion, and legal compliance while strengthening organizational culture, driving innovation, and fostering workplace trust. They also mitigate liability by providing employees with essential protections, accommodation, and a clear process for addressing concerns.

WHEREAS, these policies were updated by RTAA's legal counsel in conjunction with its people operations staff.

WHEREAS, the adoption of these updated employment policies is in the best interest of the RTAA by ensuring they are compliant with legal standards as well as continuing to refine comprehensive and clear guidelines for its employees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Airport Authority of Washoe County as follows:

1. The Equal Employment Opportunity, Affirmative Action, Complaint and Investigation Procedures, and Disability Accommodation Policies implemented by the Chief Executive Officer, as authorized by the Board of Trustees of the Airport Authority in October 2021 are hereby rescinded.
2. The Chief Executive Officer, is hereby authorized to approve and implement the 2025 updated Equal Opportunity Initiatives, Complaint and Investigation Procedures, Disability Accommodation, and Pregnancy Accommodation policies, procedures, and forms.

On motion by Trustee _____, second by Trustee _____, the foregoing **Resolution No. 572** was passed and adopted this **22nd day of May 2025**, by the following vote of the Board:

Ayes: _____

Resolution No. _____

Page 2

Nays: _____

Absent: _____ Abstain: _____

_____, Chair of the Board

ATTEST:

_____, Secretary

Resolution No. _____

Page 3

Administrative Report

Date: May 20, 2025

Subject: Administrative Award of Contracts (Expenditures)

BACKGROUND

At the July 14, 2022, Board of Trustees' Meeting of the Reno-Tahoe Airport Authority, the Board approved Resolution No. 557 authorizing the President/CEO to administratively award contracts for:

- budgeted professional services when the scope of work is \$200,000 or less, and to approve amendments where the sum of the total net of amendments per agreement does not to exceed \$50,000; and
- budgeted goods, materials, supplies, equipment, technical services, and maintenance contracts when the estimated amount to perform the contract, including all change orders, is \$250,000 or less; and
- budgeted construction contracts when the estimated amount to perform the work is \$500,000 or less, and approve change orders to construction contracts where the sum of the total net of change orders per contract does not exceed \$250,000; and
- budgeted Construction Management and Administration professional service agreements and amendments ("Work Order") where a single Work Order does not exceed \$250,000.

All construction contracts exceeding \$500,000 must be approved by the Board of Trustees, along with a request to establish an Owner's Contingency. Additionally, if the Board of Trustees originally approved the construction contract, any construction change order exceeding the sum of the total of the contract and Owner's Contingency must also be approved by the Board.

DISCUSSION

Resolution No. 557 requires that the President/CEO provide the Board of Trustees with a monthly administrative report listing of all agreements and purchase orders more than \$25,000 and approved administratively as a result of this Resolution. Further, all change orders and amendments approved administratively as a result of this Resolution shall also be included in this administrative report regardless of value.

///

Key to abbreviations:

AIP = Airport Improvement Project
CIP = Capital Improvement Program
CFC = Customer Facility Charge

CO = Change Order
NTE = Not to Exceed
PFC = Passenger Facility Charge

PO = Purchase Order
PSA = Professional Service Agreement

Agreements and POs in Excess of \$25,000

Date	Name of Company	Dollar Amount	Description	Funding Source	Department / Division
03/25/27	KPS 3	\$100,000.00	ASD Airline Incentive Program-Southwest	FY25 O&M	Air Service Dev
03/31/25	Incline Tech	\$47,718.00	Camera Replacement on Concourse	FY25 O&M	IT
04/10/25	Vortex Industries	\$44,461.50	Replacing Low Energy Door Operators	FY25 O&M	Building Maintenance
04/10/25	Washoe County EHS	\$52,362.03	Multi-YR 25-29 MOU WebEOC Nexus Access	FY25 O&M	AirComm
04/25/25	Tyler Tech	\$44,635.16	NWE CAD Std Maintenance AirComm & Police	FY25 O&M	AirComm & Police
04/25/25	L3Harris	\$25,703.69	P.O. for Portable XL-457 Radios	FY25 O&M	Building Maintenance
04/28/25	Walker Consultants	\$28,800.00	Parking Garage Assessment	FY25 O&M	Eng & Construction

Change Orders and Amendments

Date	Name of Company	Dollar Amount	Description	Funding Source	Department / Division
03/25/25	Clark & Sullivan	\$49,800.00	Pre-Construction Services HQ Proj & Cup. Amen#2 <i>(see Attachment No. 1)</i>	FY23/24 AIP	Eng & Construction
04/10/25	Paslay	(\$198,000.00)	C.O. decreasing NTE contract amount for FY25 by \$198,000.00 to move funds to FY26.	FY25 O&M	Commercial Business
04/14/25	Kaplan Kirsch	\$5,000.00	CO #4 Additional Legal services for this year. Increase contract to \$65,000.00.	FY25 O&M	General Counsel
04/18/25	SNC	\$169,229.00	RNO Airside Pavement Maintenance Project 25. C.O. #1 original amount \$334,007.00 to \$503,236.00 <i>(see Attachment No. 2)</i>	FY25 CIP	Eng & Construction
04/21/25	KPS 3	\$17,500.00	C.O. #4 adding NTE \$17,500 for Marketing Support Retainer. Total Contract amount \$198,500.00	FY25 O&M	Marketing

ATTACHMENT NO. 1



AMENDMENT TO CMAR'S PRE-CONSTRUCTION SERVICES AGREEMENT



Reno-Tahoe Airport Authority

Reno-Tahoe International Airport
Reno Stead Airport
Box 12490
Reno, NV 89510
Phone 775/328-6400

PROJECT TITLE: The HQ Project

AMENDMENT NUMBER: 2

TO: (CMAR)

[Clark/Sullivan Construction]

905 Industrial Way
Sparks, NV 89431

INITIATION DATE: March 4, 2025

CONTRACT NO: 320240150

AGREEMENT DATE: January 11, 2024

You are directed to make the following amendments to the original Pre-Construction Services Agreement:

This amendment is to incorporate pre-construction services for the MoreRNO Program's new Central Utility Plant (CUP) project.

- (1) **Scope of Work, Article 1.1** of the base Agreement is modified for this Amendment #2 only to include those specific tasks identified in the scope of work, attached hereto as Exhibit A, and incorporated by reference herein. The CMAR hereby agrees that time is of the essence with respect to performance of each of the CMAR's obligations under this Amendment #2. The Work to be performed under Amendment #2 shall commence no later than ten (10) calendar days after receipt of the Notice to Proceed.
- (2) **Agreement Sum, Article 1.6** of the base Agreement is modified for this Amendment #2 only:
The Owner and the CMAR mutually agree that the fee described herein is for Pre-Construction Services only and in no manner obligates the Owner to enter into a Construction Contract with the CMAR. The Owner will pay, and the CMAR shall receive as full compensation for furnishing all services and everything required by this Amendment #2, including, but not limited to, providing the required GMP Proposal, a total sum not to exceed, Forty-Nine Thousand Eight Hundred Dollars (\$49,800.00). The Agreement sum is to be paid in the manner and under the conditions herein as specified.
- (3) **Payment Schedule, Article 1.7** of the base Agreement is modified for this Amendment #2 only:
Payment for Pre-Construction Services under this Amendment #2 will be made equal monthly installments for the duration of this Amendment. For purposes of ease of interpretation, future monthly payments will be invoiced and paid in the amount of \$12,450 for the months of March, April and May. The final payment of \$12,450 will be made after the Final Guaranteed Maximum Price Proposal (Final GMP Proposal) for the CUP project has been reviewed by the Owner's Board of Trustees. Final payment is not conditional on acceptance of the Final GMP Proposal.
- (4) **Federal Funding Requirements** applicable to this Amendment #2 and the CUP project only:
CMAR acknowledges that the CUP project will have federal funding sources and as such requires Federal Aviation Administration (FAA) Certifications. Those Certifications are attached to this Amendment #2 as Exhibit B, and the CMAR acknowledges that subsequent CUP project bidding procedures for subcontractors will require compliance with the FAA required assurances labeled as Exhibit C.

All other terms, conditions, and requirements not modified herein remain unchanged.

Not valid until signed by both the RTAA and CMAR.
Signature of the CMAR indicates her/his agreement herewith.

The HQ Project
Construction Manager at Risk, Pre-Construction Services

UA 3/25/25

Contract # 320240150, Amendment #2
Page 1 of 2

Reno-Tahoe Airport Authority
Reno-Tahoe International Airport



The original Professional Service Agreement sum was.....	\$ 38,100.00	
Net Change by previously authorized Amendments.....	\$ 81,400.00	
The Professional Service Agreement sum prior to this Amendment was.....	\$ 119,500.00	
The Professional Service Agreement sum will be increased by this Amendment.....	\$ 48,800.00	\$49,800
The new Professional Service Agreement sum including this Amendment will be	\$ 169,300.00	

Clark/Sullivan Construction

CMAR

905 Industrial Way
Sparks, NV 89431

ADDRESS

BY:

A handwritten signature in blue ink, appearing to read "Jarrett Rosenau".

Jarrett Rosenau
President

DATE:

3/25/25

Reno-Tahoe Airport Authority

OWNER

P.O. Box 12490
Reno, NV 89510

ADDRESS

BY:

A handwritten signature in blue ink, appearing to read "Daren Griffin".

Daren Griffin, A.A.E.
President / CEO

DATE:

3-26-25



CLARK/SULLIVAN
construction

The partner to build with.™

February 25, 2025 (Rev. 3/4/25)

Amanda Twitchell
Reno Tahoe Airport Authority
2001 E. Plumb Lane
Reno, NV 89509

RE: RENO TAHOE AIRPORT AUTHORITY – NEW CENTRAL UTILITY PLANT

SUBJECT: PRE-CONSTRUCTION SERVICES PROPOSAL

Dear Amanda,

Thank you for the opportunity to provide a Pre-Construction Proposal for the Reno Tahoe Airport Authority – New Central Utility Plant project. If any of the assumptions below, or pre-construction scope of work is not accurate, please contact me to clarify.

Our total proposed cost for Pre-Construction Services is **\$ 49,800.**

The Pre-Construction Proposal includes the following qualifications and assumptions:

1. The pre-construction services duration included is approximately four (4) months, or seventeen (17) weeks.
2. We have included the following budget / pricing deliverables.
 - a. Final GMP generated NLT 6/13/25 for RTAA approval & FAA submission milestone
3. Creation of an integrated pre-construction and construction schedule is included.
4. We have excluded any architectural/design, engineering, geotechnical investigation, formal constructability reviews, or permitting fees.

We're excited about the opportunity to collaborate with your team and deliver the pre-construction services needed to ensure your project's success.

Please review and call with any questions or requests.

Best regards,

Jarrett Rosenau
President
Clark/Sullivan Construction

EXHIBIT B to AMENDMENT #2

CMAR CERTIFICATIONS

(CMAR must fill out and submit forms numbered 1 – 6 with Amendment #2)

1. ☐ Certification Regarding Debarment and Suspension
2. ☐ Certification Regarding Domestic Preference for Procurements
3. ☐ Trade Restriction Certification
4. ☐ Certification Regarding Lobbying and Influencing Federal Employees
5. ☐ Certification Regarding Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment
6. ☐ Certification of CMAR Regarding Tax Delinquency and Felony Convictions

**(CMAR should NOT turn in forms labeled A – F;
however, these are requirements for all future Bidding, Final GMP Proposal,
and Construction Contract requirements associated with Amendment #2)**

- A. ☐ Certification of Buy American – Construction Projects
- B. ☐ Certification of Buy American – Equipment / Building Projects
- C. ☐ CMAR's Certification of DBE Utilization
- D. ☐ Bidders' List Form
- E. ☐ Letter(s) of Intent (**required for each participating DBE firm**)
- F. ☐ U.S. Department of Transportation DBE Regular Dealer/Distributor Affirmation Form

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CMAR

By attesting to this certification, the CMAR certifies that at the time the CMAR attests that neither it nor its principal are presently debarred or suspended by a Federal department or agency from participation in this transaction.

CMAR REGARDING LOWER TIER PARTICIPANTS

The CMAR, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify that each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The CMAR will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certification of CMAR Regarding Debarment, above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

3-25-2025
Date
Clark/Sullivan Construction
Entity Name

Jarrett Rosenau
Signature
Jarrett Rosenau | President
Full Name and Title

2. CERTIFICATION REGARDING DOMESTIC PREFERENCE FOR PROCUREMENTS

CMAR

The CMAR certifies by signing and submitting this certification that, to the greatest extent practicable, the CMAR will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

CMAR REGARDING LOWER TIER CONTRACTORS

The CMAR, if administering lower tier subcontract(s), agrees to insert a clause or condition in the lower tier contract that requires a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

3-25-2025

Date

Clark/Sullivan Construction

Entity Name

Jarrett Rosenau

Signature

Jarrett Rosenau | President

Full Name and Title

3. TRADE RESTRICTION CERTIFICATION

MANDATORY TEXT. 49 CFR Part 30 prescribes language the RTAA must use. The RTAA must incorporate this certification language without modification. Offeror refers to the CMAR.

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/CMAR must provide immediate written notice to the Owner if the Offeror/CMAR learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The CMAR must require subcontractors provide immediate written notice to the CMAR if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The CMAR may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the

list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the CMAR or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

3-25-2025

Date

Clark/Sullivan Construction

Entity Name

Jarrett Rosen

Signature

Jarrett Rosenau | President

Full Name and Title

4. CERTIFICATION REGARDING LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

MANDATORY TEXT. Appendix A to 49 CFR Part 20 prescribes language the RTAA must use. The RTAA must incorporate this certification language without modification. Bidder or Offeror refers to the CMAR.

The Bidder or Offeror certifies by signing and submitting this Bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

3-25-2025
Date
Clark/Sullivan Construction
Entity Name

Jarrett Rosenau
Signature
Jarrett Rosenau | President
Full Name and Title

5. CERTIFICATION REGARDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

CMAR

By attesting to this certification, the CMAR certifies that they agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

CMAR REGARDING LOWER TIER CONTRACTORS

The CMAR, if administering lower tier subcontract(s), agrees to insert a clause or condition in the lower tier contract that requires compliance with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

3-25-2025
Date
Clark/Sullivan Construction
Entity Name

Jarrett Rosenau
Signature
Jarrett Rosenau | President
Full Name and Title

6. CERTIFICATION OF CMAR REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The CMAR must complete the following two certification statements. The CMAR must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark ☒ in the space following the applicable response. The CMAR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The CMAR represents that it is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The CMAR represents that it is ☐ is not ☒ a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

3-25-2025

Date

Clark/Sullivan Construction

Entity Name

Jarrett Rosenau

Signature

Jarrett Rosenau | President

Full Name and Title

**A. CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE –
CONSTRUCTION PROJECTS**

As a matter of Bid responsiveness, the CMAR must complete, sign, date, and submit this certification statement with its Bid. The CMAR must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. **These statements are mutually exclusive.** CMAR must select one or the other (**not both**) by inserting a checkmark (✓) or the letter “X”.

- ☐ The CMAR hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the CMAR agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after the establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The CMAR hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent CMAR with the apparent low Bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive Bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the Bid.

- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after the establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Entity Name

Full Name and Title

**B. CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE –
EQUIPMENT / BUILDING PROJECTS**

The CMAR certifies that its Bid is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The CMAR must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their Bid. The RTAA will reject as nonresponsive any Bid that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The CMAR certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

CMAR

As a matter of Bid responsiveness, the CMAR must complete, sign, date, and submit this certification statement with their Bid. The CMAR must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. **These statements are mutually exclusive.** CMAR must select one or the other (**not both**) by inserting a checkmark (✓) or the letter "X".

☐ CMAR hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the CMAR agrees:

- a) To provide to the RTAA or FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) To refrain from seeking a waiver request after the establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The CMAR hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the successful CMAR agrees:

- a) To submit to the RTAA or FAA within 15 calendar days of being selected as the successful CMAR, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the Bid.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after the establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the FAA and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Entity Name

Full Name and Title

**C. CMAR'S CERTIFICATION OF DISADVANTAGED
BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned Bidder/Offeror has satisfied the requirements of the Bid specification in the following manner *[mark either A or B and reflect the % of DBE Utilization]*:

(A) Bidder/Offeror has met the DBE contract goal

The Bidder/Offeror is committed to a minimum of % DBE utilization on this Contract.

(B) Bidder/Offeror has **not** met the DBE contract goal

The Bidder/Offeror is committed to a minimum of % DBE utilization on this Contract and has submitted documentation demonstrating good faith efforts.

Signature

Date

Name and Title of Signing Officer

Legal Name of Bidder / Offeror's Company

Business Address

Email Address

Telephone



D. BIDDERS' LIST FORM

This form is required to be submitted with the Bid. Failure to submit this form may result in a finding of non-responsiveness. The form must include information for every sub bidder/supplier that provided a verbal or written quote to the Bidder for this project. Add additional pages as needed to ensure that all Subcontractors and Suppliers have been documented.

CMAR as Prime Contractor (Bidder Name)	Bidder Address/Phone Number	DBE or Non-DBE Status	Race and Gender of Firm's Majority Owner(s)	NAICS Code Applicable to Work Bid for this Contract	Age of Firm	Annual Gross Receipts
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Greater than \$10 million

Subcontractor/Supplier Firm Name	Firm Address/Phone Number	DBE or Non-DBE Status (verify via State's UCP Directory)	Race and Gender of Firm's Majority Owner(s)	NAICS Code Applicable to Work Bid for this Contract	Age of Firm	Annual Gross Receipts
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Greater than \$10 million



Reno-Tahoe Airport Authority
Reno-Tahoe International Airport
Reno-Stead Airport

Subcontractor/ Supplier Firm Name	Firm Address/Phone Number	DBE or Non-DBE Status (verify via State's UCP Directory)	Race and Gender of Firm's Majority Owner(s)	NAICS Code Applicable to Work Bid for this Contract	Age of Firm	Annual Gross Receipts
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Greater than \$10 million
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Greater than \$10 million
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Greater than \$10 million

Make additional copies, as needed.

E. LETTER(S) OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm. If the CMAR does not receive award of the prime Contract, all representations in this Letter of Intent shall be null and void. Submit this page for each DBE subcontractor.

Name of Bidder/Offeror's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name & title of DBE firm's AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm:

Description of Work	NAIC	Dollar Amount / %*	Manufacturer / Regular Dealer / Distributor/Broker**

*Percentage is to be used only in negotiated procurements

**For DBE suppliers only, state how the DBE will perform. For dealer/distributor/broker, Certification #21 must be included.

The undersigned Bidder/Offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is \$ _____ (numeric format) _____ (written format). The CMAR understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. The CMAR understands that upon submitting this form with its Bid, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Date: _____

Signature of Bidder/Offeror's Authorized Representative

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above and is properly certified to be counted for DBE participation, therefore.

s

Date: _____

Signature of DBE's Authorized Representative

**F. U.S. DEPARTMENT OF TRANSPORTATION DBE REGULAR
DEALER/DISTRIBUTOR AFFIRMATION FORM**

Special Instructions/Requirements for DBE Suppliers

The federal regulations governing the DBE Program (49 CFR Part 26) were updated on April 9, 2024, and became effective on May 9, 2024. Rules for counting DBE participation of suppliers have changed significantly. The Bidder is responsible for ensuring that suppliers are counted in strict compliance with the regulatory requirements. **Bidders must complete the attached Regular Dealer/Distributor Affirmation form for each supplier that it proposes to count at 60% or 40%.** Failure to properly count supplier participation could result in a determination that the DBE goal has not been met and may render a Bid non-responsive.

Supplier participation is credited towards DBE participation as follows:

1. **Manufacturer** – a manufacturer is a firm that owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. **If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies provided the purchase meets the above requirements.**
2. **Regular Dealer** – a regular dealer is a firm that owns (or leases) and operates, a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business. Items kept and regularly sold by the DBE are of the “general character” when they share the same material characteristics and application as the items specified by the contract. To be a regular dealer, the firm must be an established business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A DBE supplier performs a commercially useful function as a regular dealer and receives credit for 60 percent of the cost of materials or supplies (including transportation cost) when all, or at least 51 percent of, the items under a purchase order or subcontract are provided from the DBE’s inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE’s inventory. A DBE may be a regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers’ own distribution equipment must be by a long-term operating lease and not on an ad hoc or contract-by-contract basis. A DBE supplier of items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification) should be considered in the same manner as a regular dealer of bulk items. However, if the DBE supplier of these items does not own or lease distribution equipment it is not a regular dealer. **If the**

materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies (including transportation costs) provided the purchase meets the above requirements.

3. **Distributor** – a DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor. If these conditions are met, DBE distributors may receive 40 percent for drop-shipped items. Terms that transfer liability to the distributor at the delivery destination (e.g., FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement. **If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs) provided the purchase meets the above requirements.**
4. **Broker/Facilitator** – with respect to materials or supplies purchased from a DBE that is neither a manufacturer, a regular dealer, nor a distributor, **count the entire amount of fees or commissions charged that you deem to be reasonable, including transportation charges** for the delivery of materials or supplies. **Do not count any portion of the cost of the materials and supplies themselves.**

DBE Regular Dealer/Distributor Affirmation Form



U.S. Department of
Transportation

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)? ☐ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.)

- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NO* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**

*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ YES ☐ NO¹

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)? ☐ YES² ☐ NO³

- a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? ☐ YES² ☐ NO³

² If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased **may** be counted at 40%.

³ If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

ARTICLE 7 – FAA REQUIRED ASSURANCES

SECTION I. MANDATORY FAA PROVISIONS

The following provisions are mandatory FAA provisions pursuant to “Required Agreement Provisions for Airport Improvement Program and for Obligated Sponsors” issued by the FAA on May 24, 2023. As such, neither the language nor their inclusion may be changed. The CMAR (including all Subcontractors) is required to insert these Agreement provisions, verbatim, in each lower tier contract (e.g., subcontract). The CMAR (including all Subcontractors) is required to incorporate the applicable requirements of these Agreement provisions by reference for Project work done under any purchase orders, rental agreements, and any other agreements for supplies or services. The CMAR is responsible for compliance with these Agreement provisions by any Subcontractor, lower-tier Subcontractor, consultant, or service provider. Where the clause refers to the applicable activity, work, project, or program it means the Project.

7.1 General Civil Rights Provisions

In all its activities within the scope of its Airport program, the CMAR agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the CMAR and Subcontractors from the bid solicitation period through the completion of the Agreement.

7.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- 7.2.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 7.2.2 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);
- 7.2.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 7.2.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (non-

discrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- 7.2.5 The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 7.2.6 Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7.2.7 The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
- 7.2.8 Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 7.2.9 The FAA’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 7.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);
- 7.2.11 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, CMAR must take reasonable steps to ensure that LEP persons have meaningful access to programs [70 Fed. Reg. 74087 to 74100];
- 7.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits CMAR from discriminating based on sex in education programs or activities (20 USC § 1681, et seq).

7.3 Nondiscrimination Requirements/Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements

During the performance of this Agreement, the CMAR, for itself, its assignees, and successors in interest (hereinafter referred to as the “CMAR”), agrees as follows:

7.3.1 Compliance with Regulations:

The CMAR 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 Agreement.

7.3.2 Nondiscrimination:

The CMAR, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited

English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The CMAR 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.

7.3.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the CMAR 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 CMAR of the CMAR's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

7.3.4 Information and Reports:

The CMAR 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 Owner or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the CMAR will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

7.3.5 Sanctions for Noncompliance:

In the event of the CMAR's noncompliance with the non-discrimination provisions of this Agreement, the Owner will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

7.3.5.1 Withholding payments to the CMAR under the Agreement until the CMAR complies; and/or

7.3.5.2 Cancelling, terminating, or suspending a Agreement, in whole or in part.

7.3.6 Incorporation of Provisions:

The CMAR will include the provisions of Section 7.3.1 through Section 7.3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CMAR will take action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that, if the CMAR becomes involved in or is threatened with litigation by a Subcontractor or supplier because of such direction, the CMAR may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the CMAR may request the United States to enter into the litigation to protect the interests of the United States.

7.4 Contract Workhours and Safety Standards Act Requirements [applicable to federally funded projects only]

7.4.1 Overtime Requirements.

No CMAR or Subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

7.4.2 Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in Section 7.4.1 of this clause, the CMAR and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CMAR and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for Liquidated Damages. Such Liquidated Damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 7.4.1 of this clause, in the sum of \$29 for each Calendar Day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 7.4.1 of this clause.

7.4.3 Withholding for Unpaid Wages and Liquidated Damages.

The FAA or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CMAR or Subcontractor under any such contract or any other Federal contract with the same CMAR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same CMAR, such sums as may be determined to be necessary to satisfy any liabilities of such CMAR or Subcontractor for unpaid wages and Liquidated Damages as provided in the clause set forth in Section 7.4.2 of this clause.

7.4.4 Subcontractors.

The CMAR or Subcontractor shall insert in any subcontracts the clauses set forth in Section 7.4.1 through Section 7.4.4 and also a clause requiring the Subcontractor to include these clauses in any lower tier subcontracts. The CMAR shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in Section 7.4.1 through Section 7.4.4 of this clause.

7.5 Davis-Bacon Requirements [applicable to federally funded projects only]

7.5.1 Minimum Wages.

7.5.1.1 All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CMAR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of subsection 7.5.1.4 of this Article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under subsection 7.5.1.2 of this Article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CMAR and its Subcontractors at the site of the Work in a prominent and accessible place where it can easily be seen by the workers.

7.5.1.2 (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Agreement shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

7.5.1.2.1 The work to be performed by the classification requested is not performed by a classification in the wage determination;

7.5.1.2.2 The classification is utilized in the area by the construction industry; and

7.5.1.2.3 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CMAR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CMAR, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subsection 7.5.1.2.(B) or (C) of this Article, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

7.5.1.3 Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CMAR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

7.5.1.4 If the CMAR does not make payments to a trustee or other third person, the CMAR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the CMAR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CMAR to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

7.5.2 Withholding.

The FAA or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CMAR under this Agreement or any other Federal contract with the same CMAR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same CMAR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CMAR or any Subcontractor the full amount of wages required by the Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Agreement, the FAA may, after written notice to the CMAR or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7.5.3 Payrolls and Basic Records.

7.5.3.1 Payrolls and basic records relating thereto shall be maintained by the CMAR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CMAR shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. CMAR's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

7.5.3.2 (A) The CMAR shall submit weekly for each week in which any Work is performed a copy of all payrolls to the FAA if the agency is a party to the Agreement, but if the agency is not such a party, the CMAR will submit the payrolls to the applicant, or Owner, as the case may be, for transmission to the FAA. The payrolls submitted shall set out accurately

and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The CMAR is responsible for the submission of copies of payrolls by all Subcontractors. The CMAR and Subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the FAA if the agency is a party to the Agreement, but if the agency is not such a party, the CMAR will submit them to the applicant, or Owner, as the case may be, for transmission to the FAA, the CMAR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Article for a CMAR to require a Subcontractor to provide addresses and social security numbers to the CMAR for its own records, without weekly submission to the sponsoring government agency (or the applicant or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CMAR or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Agreement and shall certify the following:

- 7.5.3.2.1 That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- 7.5.3.2.2 That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the Agreement during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
- 7.5.3.2.3 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Agreement.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subsection 7.5.3.2(B) of this Article.

(D) The falsification of any of the above certifications may subject the CMAR or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

7.5.3.3 The CMAR or Subcontractor shall make the records required under subsection 7.5.3.1 of this Article available for inspection, copying, or transcription by authorized representatives of the Owner, the FAA, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the CMAR or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CMAR or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

7.5.4 **Apprentices and Trainees.**

7.5.4.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CMAR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CMAR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates

(expressed in percentages of the journeyman's hourly rate) specified in the CMAR's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CMAR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- 7.5.4.2 Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the

Employment and Training Administration withdraws approval of a training program, the CMAR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

7.5.4.3 Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

7.5.5 Compliance with Copeland Act Requirements.

The CMAR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Agreement.

7.5.6 Subcontracts.

The CMAR or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the FAA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The CMAR shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR § 5.5.

7.5.7 Agreement Termination: Debarment.

A breach of the Agreement clauses in Section 7.5.1 through Section 7.5.10 of this Article may be grounds for termination of the Agreement, and for debarment as a CMAR and a Subcontractor as provided in 29 CFR § 5.12.

7.5.8 Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

7.5.9 Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CMAR (or any of its Subcontractors) and the Owner, the U.S. Department of Labor, or the employees or their representatives.

7.5.10 Certification of Eligibility.

7.5.10.1 By entering into this Agreement, the CMAR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CMAR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

7.5.10.2 No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

7.5.10.3 The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

7.6 Disadvantaged Business Enterprise (“DBE”) Contract Assurance (49 CFR § 26.13)

7.6.1 The CMAR, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CMAR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CMAR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

7.6.1.1 Withholding monthly progress payments;

7.6.1.2 Assessing sanctions;

7.6.1.3 Liquidated Damages; and/or

7.6.1.4 Disqualifying the CMAR from future bidding as non-responsible.

7.6.2 Prompt Payment (49 CFR § 26.29)

The CMAR agrees to pay each Subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the CMAR receives from Owner. The CMAR agrees further to return retainage payments to each Subcontractor within ten (10) days after the Subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE Subcontractors.

7.6.3 Termination of DBE Subcontracts (49 CFR § 26.53(f))

The CMAR must not terminate a DBE Subcontractor listed in response to RFP #23/24-02 (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the CMAR seeks to perform work originally designated for a DBE Subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The CMAR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the CMAR obtains written consent of the Owner. Unless the Owner consent is provided, the CMAR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Owner may provide such written consent only if Owner agrees, for reasons stated in the concurrence document, that the CMAR has good cause to terminate the DBE firm. For purposes of this Article, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Owner its request to terminate and/or substitute a DBE Subcontractor, the CMAR must give notice in writing to the DBE Subcontractor, with a copy to Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The CMAR must give the DBE five days to respond to the CMAR's notice and advise the Owner and the CMAR of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the CMAR's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this Article apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

7.7 Equal Opportunity Clause

During the performance of this Agreement, the CMAR agrees as follows:

- 7.7.1 The CMAR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CMAR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CMAR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 7.7.2 The CMAR will, in all solicitations or advertisements for employees placed by or on behalf of the CMAR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 7.7.3 The CMAR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CMAR's legal duty to furnish information.
- 7.7.4 The CMAR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CMAR's commitments under this section 202 of

Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 7.7.5 The CMAR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 7.7.6 The CMAR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7.7.7 In the event of the CMAR's noncompliance with the nondiscrimination clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CMAR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7.7.8 The CMAR will include the provisions of Sections 7.7.1 through 7.7.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The CMAR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the CMAR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the CMAR may request the United States to enter into such litigation to protect the interests of the United States.

7.8 Standard Federal Equal Employment Opportunity Construction Contract Specifications

- 7.8.1 As used in these specifications:
 - 7.8.1.1 "Covered area" means the geographical area described in the solicitation from which this Agreement resulted;
 - 7.8.1.2 "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - 7.8.1.3 "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - 7.8.1.4 "Minority" includes:
 - 7.8.1.4.1 Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- 7.8.1.4.2 Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - 7.8.1.4.3 Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - 7.8.1.4.4 American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 7.8.2 Whenever the CMAR, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this Agreement resulted.
- 7.8.3 If the CMAR is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. The CMAR must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CMAR or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered CMAR's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 7.8.4 The CMAR shall implement the specific affirmative action standards provided in subsections 7.8.7.1 through 7.8.7.16 of this Agreement. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CMAR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CMAR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 7.8.5 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CMAR has a collective bargaining agreement, to refer either

minorities or women shall excuse the CMAR's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- 7.8.6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CMAR during the training period, and the CMAR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7.8.7 The CMAR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CMAR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CMAR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - 7.8.7.1 Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CMAR's employees are assigned to work. The CMAR, where possible, will assign two or more women to each construction project. The CMAR shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the CMAR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 7.8.7.2 Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CMAR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 7.8.7.3 Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CMAR by the union or, if referred, not employed by the CMAR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CMAR may have taken.
 - 7.8.7.4 Provide immediate written notification to the Director when the union or unions with which the CMAR has a collective bargaining agreement has not referred to the CMAR a minority person or woman sent by the CMAR, or when the CMAR has other information that the union referral process has impeded the CMAR's efforts to meet its obligations.
 - 7.8.7.5 Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women,

including upgrading programs and apprenticeship and trainee programs relevant to the CMAR's employment needs, especially those programs funded or approved by the Department of Labor. The CMAR shall provide notice of these programs to the sources compiled under Section 7.8.7.2 above.

- 7.8.7.6 Disseminate the CMAR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CMAR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- 7.8.7.7 Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- 7.8.7.8 Disseminate the CMAR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CMAR's EEO policy with other contractors and Subcontractors with whom the CMAR does or anticipates doing business.
- 7.8.7.9 Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CMAR's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CMAR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- 7.8.7.10 Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of the CMAR's work force.
- 7.8.7.11 Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

- 7.8.7.12 Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- 7.8.7.13 Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CMAR's obligations under these specifications are being carried out.
- 7.8.7.14 Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- 7.8.7.15 Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- 7.8.7.16 Conduct a review, at least annually, of all supervisors' adherence to and performance under the CMAR's EEO policies and affirmative action obligations.
- 7.8.8 The CMAR is encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (subsections 7.8.7.1 through 7.8.7.16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the CMAR is a member and participant may be asserted as fulfilling any one or more of its obligations under subsections 7.8.7.1 through 7.8.7.16 of these specifications provided that the CMAR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CMAR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CMAR. The obligation to comply, however, is the CMAR's and failure of such a group to fulfill an obligation shall not be a defense for the CMAR's noncompliance.
- 7.8.9 A single goal for minorities and a separate single goal for women have been established. The CMAR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CMAR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CMAR has achieved its goals for women generally, the CMAR may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 7.8.10 The CMAR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 7.8.11 The CMAR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 7.8.12 The CMAR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Failure to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 7.8.13 The CMAR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Section 7.8.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CMAR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
- 7.8.14 The CMAR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the CMAR shall not be required to maintain separate records.
- 7.8.15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

7.9 Trade Restriction Certification

- 7.9.1 By submission of an offer and entering into this Agreement, the CMAR certifies that with respect to this solicitation and the resultant Agreement, the CMAR –
 - 7.9.1.1 is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (“USTR”);
 - 7.9.1.2 has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 7.9.1.3 has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
- 7.9.2 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.
- 7.9.3 The CMAR must provide immediate written notice to the Owner if the CMAR learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The CMAR must require Subcontractors to provide immediate written notice to the CMAR if at any time it learns that its certification was erroneous by reason of changed circumstances.
- 7.9.4 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no Agreement shall be awarded to a CMAR or Subcontractor:
 - 7.9.4.1 who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
 - 7.9.4.2 whose Subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
 - 7.9.4.3 who incorporates in the public works project any product of a foreign country on such USTR list.
- 7.9.5 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the CMAR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 7.9.6 The CMAR will incorporate this provision for certification without modification in all lower tier subcontracts. The CMAR may rely on the certification of a prospective Subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the CMAR has knowledge that the certification is erroneous.
- 7.9.7 This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the CMAR or Subcontractor knowingly rendered an erroneous certification, the FAA may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

7.10 Certification Regarding Lobbying

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

- 7.10.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the CMAR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 7.10.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 7.10.3 The CMAR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

SECTION II. FAA DISCRETIONARY LANGUAGE CLAUSES

The following provisions must be included in this Agreement but may use different language from that required by the FAA pursuant to "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors" issued by the FAA on May 24, 2023, provided the intent of the required clauses is met. The CMAR (including all Subcontractors) is required to insert these Agreement provisions, verbatim, in each lower tier contract (e.g., subcontract). The CMAR (including all sub-consultants) is required to incorporate the applicable requirements of these Agreement provisions by reference for Project Work done under any purchase orders, rental agreements, and any other agreements for supplies or services. The CMAR will be responsible for compliance with these Agreement provisions by any Subcontractor, lower-tier Subcontractor, consultant, or service provider. Where the clause refers to the applicable activity, work, project, or program it means the Project.

7.11 Access to Records and Reports

The Owner, at any time, may cause an audit of the CMAR's books of accounts and financial records associated with the scope of this Project to be made by the Owner, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives. The books of accounts and records include the complete general ledger and any source documents or recordings that support the general ledger, including calculations, authorizations, attestations, warrants, affidavits, or other evidence of business transactions between the Owner and the CMAR. Such books of accounts and

records shall be made available to the Owner upon demand. Failure to provide the Owner with adequate books of accounts and records may be deemed by the Owner to be a breach of the Agreement.

All books of accounts and records are to be made available within the greater Reno/Sparks metropolitan area for a period of three years after final payment is made and all pending matters are closed. If such books of accounts and records are not available in the greater Reno/Sparks area, then the CMAR shall pay the expenses of the authorized representative to travel to the location of the books and records.

7.12 Buy American Preference

By reference, the CMAR's Certification included in Amendment #2 contained certifications attesting that when federal funding, in part or in whole, is used, the CMAR's Certifications pertaining to Buy American Preference shall apply.

7.13 Clean Air and Water Pollution Control

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

CMAR must include this requirement in all subcontracts that exceed \$150,000.

7.14 Copeland "Anti-Kickback" Act

The CMAR must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. The CMAR and Subcontractors are prohibited from inducing, by any means, any person employed on the Project to give up any part of the compensation to which the employee is entitled. The CMAR and each Subcontractor must submit to the Owner a weekly statement on the wages paid to each employee performing on covered work during the prior week. The Owner must report any violations of the Act to the FAA.

7.15 Certification of CMAR Regarding Debarment

By authorizing this Agreement, the CMAR certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

7.16 Certification of Lower Tier Contractors Regarding

The CMAR, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must confirm each lower tier participant of a "covered transaction" under the Project is not presently debarred or otherwise disqualified from participation in this federally assisted Project. The CMAR will accomplish this by:

- 7.16.1 Checking the System for Award Management at website: <http://www.sam.gov>.
- 7.16.2 Collecting a certification statement similar to the Certification of CMAR Regarding Debarment, above.
- 7.16.3 Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

7.17 Texting When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving," (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the CMAR to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the Project. The CMAR must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the Project.

7.18 Certification Regarding Domestic Preferences for Procurements

The CMAR certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the CMAR has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

7.19 Federal Fair Labor Standards Act (Federal Minimum Wage)

This Agreement and all subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The CMAR has full responsibility to monitor compliance to the referenced statute or regulation. The CMAR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

7.20 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 employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer 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.

7.21 Procurement of Recovered Materials

CMAR and Subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Agreement and to the extent practicable, the CMAR and Subcontractors are to use products containing the highest percentage of recovered materials for items designated by the EPA under 40 CFR Part 247 whenever:

7.21.1 The Agreement requires procurement of \$10,000 or more of a designated item during the fiscal year; or

7.21.2 The CMAR has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CMAR can demonstrate the item is:

7.21.3 Not reasonably available within a timeframe providing for compliance with the Agreement performance schedule;

7.21.4 Fails to meet reasonable Agreement performance requirements; or

7.21.5 Is only available at an unreasonable price.

7.22 Prohibition of Segregated Facilities

7.22.1 The CMAR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CMAR agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this Agreement.

7.22.2 "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing

facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

7.22.3 The CMAR shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this Agreement.

7.23 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

CMAR and Subcontractor(s) agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

7.24 Seismic Safety

The CMAR agrees to ensure that all work performed under this Agreement, including work performed by Subcontractors, conforms to a building code standard as established by the Agreement drawings and specifications as prepared by the Architect of Record that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program ("NEHRP"). Local building codes that model their code after the current version of the International Building Code ("IBC") meet the NEHRP equivalency level for seismic safety.

7.25 Certification of CMAR Regarding Tax Delinquency and Felony

The CMAR must complete the following two certification statements. The CMAR must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The CMAR agrees that, as a result of the awarding of this Agreement, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

7.25.1 The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

7.25.2 The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

7.26 Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the CMAR and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans

include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ATTACHMENT NO. 2

CHANGE
ORDER

Distribution to:
RTAA PURCHASING ☒
PM/CM ☒
ENGINEER ☒
CONTRACTOR ☒
FAA ☐

Reno-Tahoe Airport Authority
Reno-Tahoe International Airport
Reno-Stead Airport
P.O. Box 12490
Reno, NV 89510



Project: RNO Airside Pavement Maintenance 2025

Change Order Number 01

To: Sierra Nevada Construction, Inc.
2055 E. Greg St.
Sparks, NV 89431

Change Order Initiation Date: April 11, 2025
ITB No. 24/25-09 PWP No. WA-2025-138
Contract Date: February 10, 2025

This Change Order is issued as full compensation to add 72,659 SY of P-608 Emulsified Asphalt Seal Coat along the shoulders of Runway 17L/35R and associated taxiways from Alpha to Papa per the enclosed P-608 Specification and plan sheets.

The following items shall be added to the Schedule of Values:

CO No. 01 – P-608 Mobilization – Lump Sum	\$3,000.00
CO No. 01 – P-608 Airport Safety and Security – Lump Sum	\$6,379.20
CO No. 01 – P-608 2:1 3% Polymer – Square Yard	<u>\$159,849.80</u>
Total:	\$169,229.00

All other terms, conditions, and requirements not modified herein remain unchanged.

Not valid until signed by ALL parties. Execution of this Change Order by both Owner and Contractor constitutes a binding agreement and serves as a full accord and satisfaction of any claim, demand, lien, stop notice or further request for compensation, past or present, known or unknown, and/or time extension arising out of or by virtue of the work described above in the Change Order. Contractor's signature indicates agreement herewith, including any adjustments in the Contract Sum or Contract Time.

The Original Contract Sum was.....	\$334,007.00
Net Changes by Previously Authorized Change Orders	\$0.00
Net Changes by Previously Authorized Contingency Change Orders.....	\$0.00
The Revised Contract Sum Prior to this Change Order was.....	\$334,007.00
The Contract Sum will be changed by this Change Order.....	\$169,229.00
The new Contract Sum, including this Change Order will be.....	\$503,236.00

The contract time will be increased by 3 calendar days resulting in a revised contract duration of 33 calendar days.


Authorized By:


Construction Materials Engineers
Construction Manager
300 Sierra Manor Dr, Ste 1
Reno, NV 89511


Reno-Tahoe Airport Authority
Engineer of Record
P.O. Box 12430
Reno, NV 89510

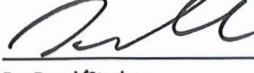
Sierra Nevada Construction, Inc.
Contractor
2055 E. Greg St.
Sparks, NV 89431

Reno-Tahoe Airport Authority
Owner
P.O. Box 12490
Reno, NV 89510


By: Joe Mamola
4/17/2025
Date


By: Bryce Juzek
4/17/2025
Date


By: Marc Markwell
4-17-25
Date


By: Derek Starkey
4/17/2025
Date

Enclosures:

- 1) Sierra Nevada Construction Proposal dated March 27, 2025
- 2) P-608 Specification and Plan Sheets



March 27, 2025

Bryce R. Juzek, P.E.
Reno-Tahoe Airport Authority
2001 E. Plumb Ln
Reno, NV 89502

Mail PO Box 50760
Sparks, NV 89435-0760

Yard 2055 East Greg Street
Sparks, NV 89431

Phone 775.355.0420
Fax 775.355.0535

NV lic. 25565, CA lic. 593393
84791

Project: Reno-Tahoe Airside P-608

RE: P-608 Proposal

Mr. Juzek,

Please see below Sierra Nevada Construction, Inc. (SNC) proposal for the P-608 application at RNO per the drawing below.

BID ITEM	DESCRIPTION	UM	BID QUANTITY	UNIT PRICE	TOTAL
	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00
	Airport Safety & Security	LS	1	\$ 6,379.20	\$ 6,379.20
	P 608 2:1 3% Polymer	SY	72,659	\$ 2.20	\$ 159,849.80
TOTAL					\$ 169,229.00

Should you have any questions or require additional information, please feel free to call me at (775) 484-0615.

Sincerely,

Osvaldo Arias
Sierra Nevada Construction
Project Manager



Item P-608 Emulsified Asphalt Seal Coat

DESCRIPTION

608-1.1 This item shall consist of the application of a emulsified asphalt surface treatment composed of an emulsion of natural and refined asphalt materials, water and a polymer additive, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including low-speed taxiways, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans. The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term emulsified asphalt means an emulsion of natural and refined asphalt materials.

MATERIALS

608-2.1 This section not used.

608-2.2 Asphalt Emulsion. The asphalt emulsion shall meet the properties in the following table:

Concentrated Asphalt Emulsion Properties

Properties	Specification	Limits
Viscosity, Saybolt Furol at 77°F	ASTM D7496	20 – 100 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	57% minimum
Sieve Test	ASTM D6933	0.1% maximum
24-hour Stability	ASTM D6930	1% maximum
5-day Settlement Test	ASTM D6930	5.0% maximum
Particle Charge ¹	ASTM D7402	Positive 6.5 maximum pH

¹ pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, asphalt emulsions.

The asphalt material base residue shall contain not less than 20% gilsonite, or uintaite and shall not contain any tall oil pitch or coal tar material and shall contain no less than one percent (3%) polymer.

Tests on Residue from Distillation or Evaporation

Properties	Specification	Limits
Viscosity at 275°F (135°C)	ASTM D4402	1750 cts maximum
Solubility in 1, 1, 1 trichloroethylene	ASTM D2042	97.5% minimum
Penetration	ASTM D5	50 dmm maximum
Asphaltenes	ASTM D2007	15% minimum
Saturates	ASTM D2007	15% maximum
Polar Compounds	ASTM D2007	25% minimum
Aromatics	ASTM D2007	15% minimum



The asphalt emulsion, when diluted in the volumetric proportion of two parts concentrated asphalt material to one part hot water shall have the following properties:

One-to-One Dilution Emulsion Properties

Properties	Specification	Limits
In Ready-to-Apply Form, one part concentrate to one part water, by volume		
Viscosity, Saybolt Furol at 77°F	ASTM D7496	5 – 50 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	28.5% minimum
Pumping Stability ¹		Pass

¹ Pumping stability is tested by pumping one pint (475 ml) of seal coat diluted one (1) part concentrate to one (1) part water, at 77°F, through a 1/4-inch gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.

Two-to-One Dilution Emulsion Properties

Properties	Specification	Limits
In Ready-to-Apply Form, two parts concentrate to one part water, by volume		
Viscosity, Saybolt Furol at 77°F	ASTM D7496	5 – 50 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	38% minimum
Pumping Stability ¹		Pass

¹ Pumping stability is tested by pumping one pint of seal coat diluted one (1) part concentrate to one (1) part water, at 77°F (25°C), through a 1/4-inch gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt material storage and handling temperature shall be between 50°F - 160°F and the material shall be protected from freezing, or whenever outside temperature drops below 40°F for prolonged time periods.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

608-2.3 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use. Water used in making and diluting the emulsion shall be potable, with a maximum hardness of 90ppm calcium and 15ppm magnesium; deleterious iron, sulfates, and phosphates maximum 7ppm, and less than 1ppm of organic byproducts. Water shall be a minimum of 140°F prior to adding to emulsion.



608-2.4 Polymer. The polymer shall meet the properties in the following table:

Polymer Properties

Properties	Limits
Solids Content	47% to 65%, Percent by Weight
Weight	8.0 to 9.0 pounds/gallon
pH	3.0 to 8.0
Particle Charge	Nonionic/Cationic
Mechanical Stability	Excellent
Film Forming Temperature, °C	+5°C, minimum
Tg, °C	22°C, maximum

The manufacturer shall provide a copy of the Certificate of Analysis (COA) for the polymer used in the seal coat; and the Contractor shall include the COA with the emulsified asphalt COA when submitting to the RPR.

608-2.5 This section not used.

COMPOSITION AND APPLICATION RATE

608-3.1 Application Rate. The approximate amounts of materials per square yard for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified dilution rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation.

Application Rate

Dilution Rate	Quantity of Emulsion	Quantity of Aggregate
2:1	0.08-0.17	0.20-0.50

608-3.2 Control areas and control strips. Prior to full application, the control strip must be accepted by the RPR. The surface preparation, personnel, equipment, and method of operation used on the test area(s) and control strip(s) shall be the same as used on the remainder of the work.

A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both emulsion and aggregate to be approved by the RPR.

A test area(s) and control strip(s) shall be applied for each differing asphalt pavement surface identified in the project. The test area(s) and control strip(s) shall be used to determine the material application rate(s) of both emulsion and sand prior to full production.

a. For taxiway, taxilane and apron surfaces. Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor's manufacturer's representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.

b. For runway and high-speed exit taxiway surfaces. Prior to full application, the Contractor shall place a series of control strips a minimum of 300 feet long by 12 feet wide, or width of anticipated



application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the RPR to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by the RPR. The control strips should be placed under similar field conditions as anticipated for the actual application. The skid resistance of the existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to application. The Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 8 to 36 hours after application of the control strips depending on site and environmental conditions. Aircraft shall not be permitted on the runway or high speed exit taxiway control strips until such time as the Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph wet with approved CFME.

If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and additional skid resistance tests performed and evaluated. Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-8.1.

CONSTRUCTION METHODS

608-4.1 Worker safety. The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt emulsion product and sand and require workmen to follow the manufacturer's recommended safety precautions.

608-4.2 Weather limitations. The asphalt emulsion shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied in strong winds that interfere with the uniform application of the material(s), or when dust or sand is blowing or when rain is anticipated within eight (8) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 60°F and rising. Seal coat shall not be applied when pavement temperatures are expected to exceed 130°F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the emulsion. Should emulsion get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

608-4.3 Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. Pressure distributor. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour or seven hundred (700) feet per minute. The equipment will be tested under pressure for leaks and to ensure proper set-up before use. The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.



The distributor truck shall be equipped with a 12-foot, minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard. These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively heat and mix the material to the required temperature prior to application in accordance with the manufacturer's recommendations.

The distributor shall be equipped with a hand sprayer to spray the emulsion in areas not accessible to the distributor truck.

b. Aggregate spreader. The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply sand to the emulsion in a single pass operation without driving through wet emulsion. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the sand at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The sander shall have a minimum hopper capacity of 3,000 pounds of sand. Push-type hand sanders will be allowed for use around lights, signs and other obstructions, if necessary.

c. Power broom/blower. A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

d. Equipment calibration. Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

608-4.4 Preparation of asphalt pavement surfaces. Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and then treat these areas with a spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

608-4.5 Emulsion mixing. The application emulsion shall be obtained by blending asphalt material concentrate, water and polymer, if specified. Always add heated water to the asphalt material concentrate, never add asphalt material concentrate to heated water. Mix one part heated water to two parts asphalt material concentrate, by volume.

Add 1% polymer, by volume, to the emulsion mix. If the polymer is added to the emulsion mix at the plant, submit weight scale tickets to the RPR. As an option, the polymer may be added to the emulsion mix at the job site provided the polymer is added slowly while the asphalt distributor truck circulating pump is running. The mix must be agitated for a minimum of 15 minutes or until the polymer is mixed to the satisfaction of the RPR.

608-4.6 Application of asphalt emulsion. The asphalt emulsion shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. The asphalt emulsion should be applied at a temperature between 130°F and 160°F or in accordance with the manufacturer's recommendation.

If low spots and depressions greater than 1/2 inch in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee until the pavement surface is free of any pools of excess material.



During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred.

608-4.7 Application of aggregate material. Immediately following the application of the asphalt emulsion, friction sand at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt emulsion in a single-pass operation simultaneous with the sealer application. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the sand shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

QUALITY CONTROL (QC)

608-5.1 Manufacturer's representation. The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

608-5.2 Contractor qualifications. The Contractor shall provide documentation to the RPR that the seal coat Contractor is qualified to apply the seal coat, including personnel, and equipment, and has made at least three (3) applications similar to this project in the past two (2) years.

MATERIAL ACCEPTANCE

608-6.1 Application rate. The rate of application of the asphalt emulsion shall be verified at least twice per day.

608-6.2 Friction tests. Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be performed on all runway and high-speed taxiways that received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph both wet, 15 feet to each side of runway centerline with approved continuous friction measuring equipment (CFME). The Contractor shall coordinate testing with the RPR and provide the RPR a written report of friction test results. The RPR shall be present for testing.

METHOD OF MEASUREMENT

608-7.1 Asphalt surface treatment. The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

BASIS OF PAYMENT

608-8.1 Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR, and the contract unit price per lump sum for runway friction



testing. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, including the friction testing and all work required to meet AC 150/5320-12, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
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Aggregates ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
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ASTM D5	Standard Test Method for Penetration of Asphalt Materials
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ASTM D244	Standard Test Methods and Practices for Emulsified Asphalts
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ASTM D2007	Standard Test Method for Characteristic Groups in Rubber Extender and Processing Oils and Other Petroleum-Derived Oils by the Clay-Gel Absorption Chromatographic Method
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ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
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ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
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ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
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ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys
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Advisory Circulars (AC)

AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
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AC 150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
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AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements
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END OF ITEM P-608

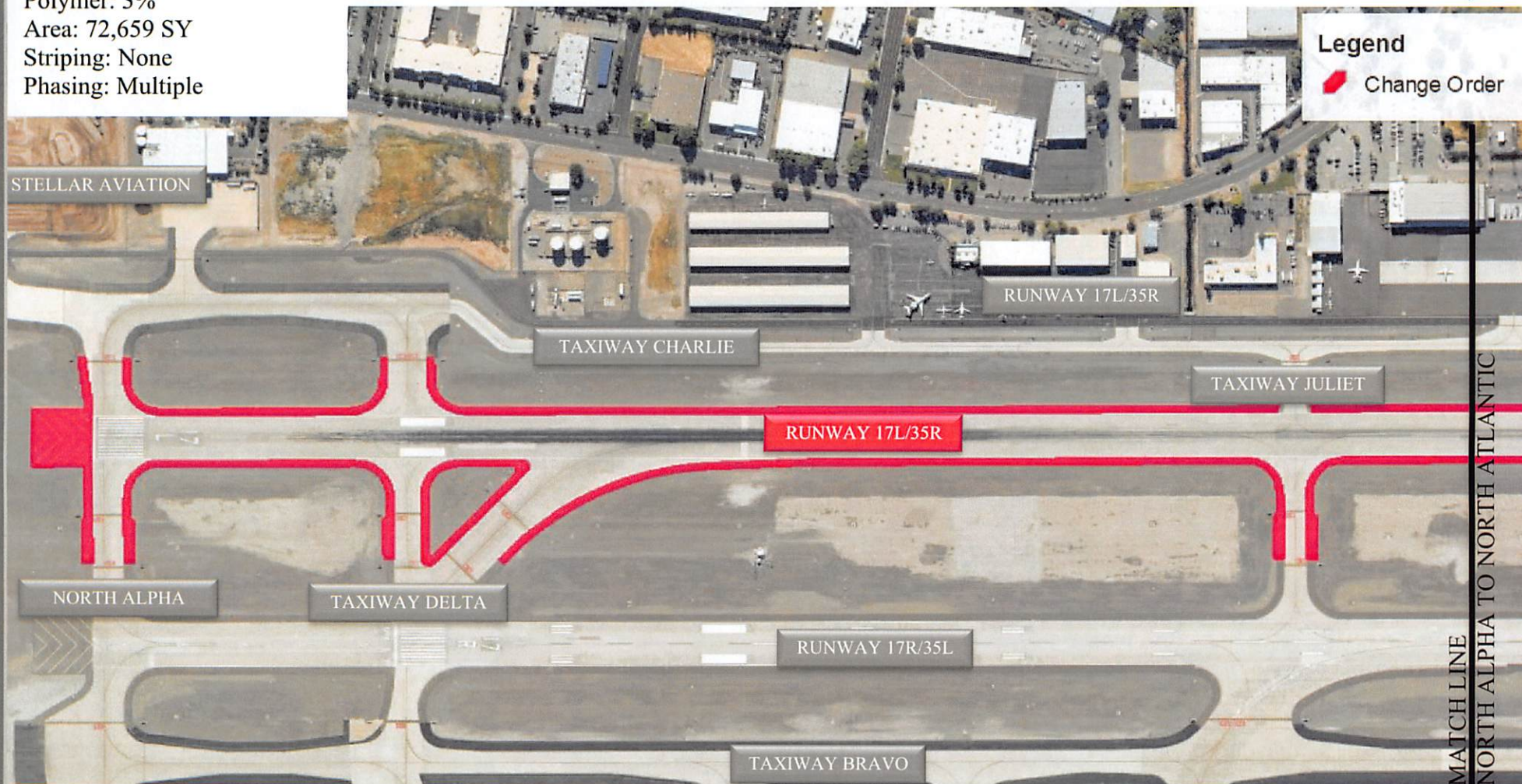
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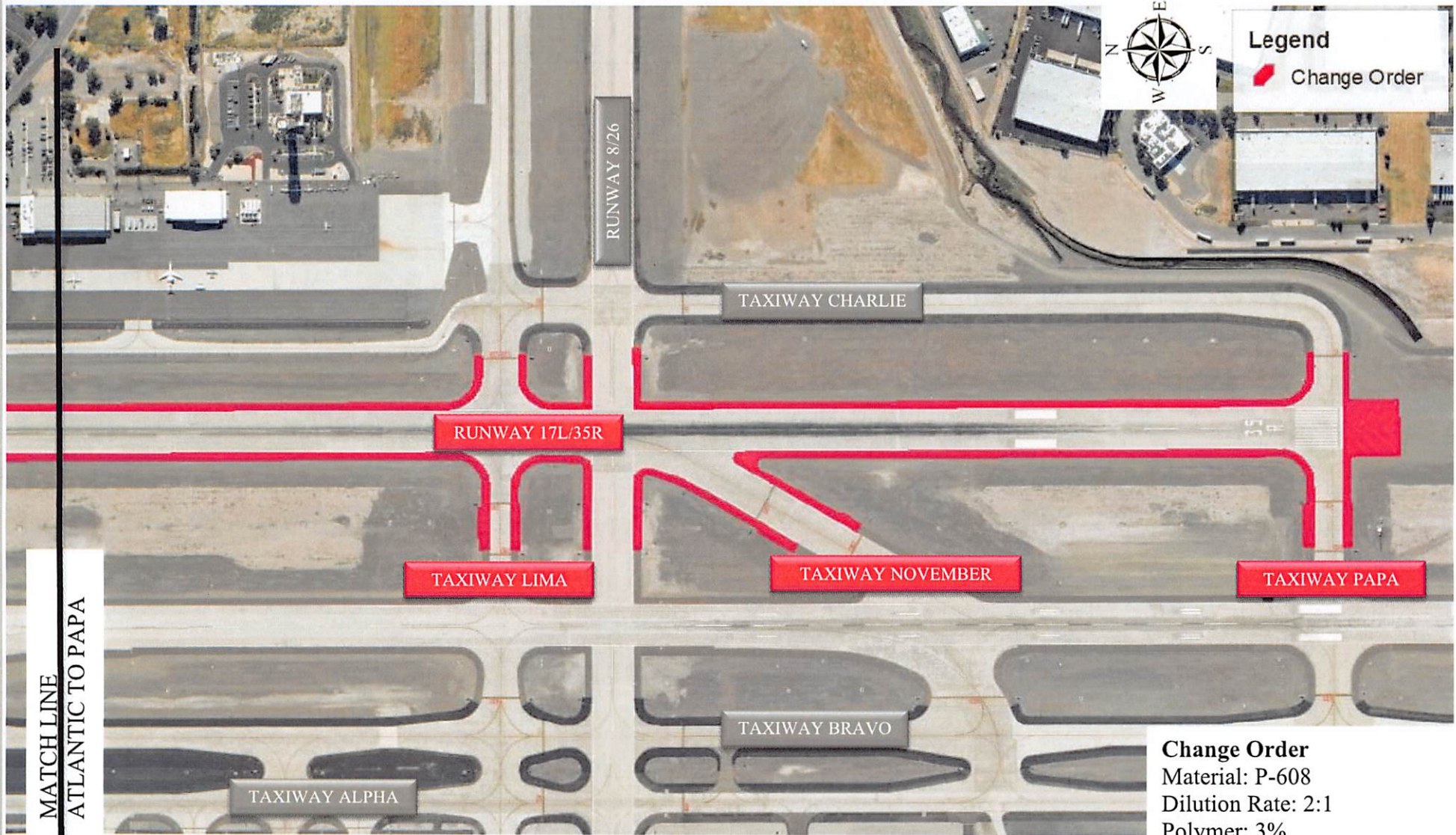
Material: P-608
Dilution Rate: 2:1
Polymer: 3%
Area: 72,659 SY
Striping: None
Phasing: Multiple



Legend

 Change Order



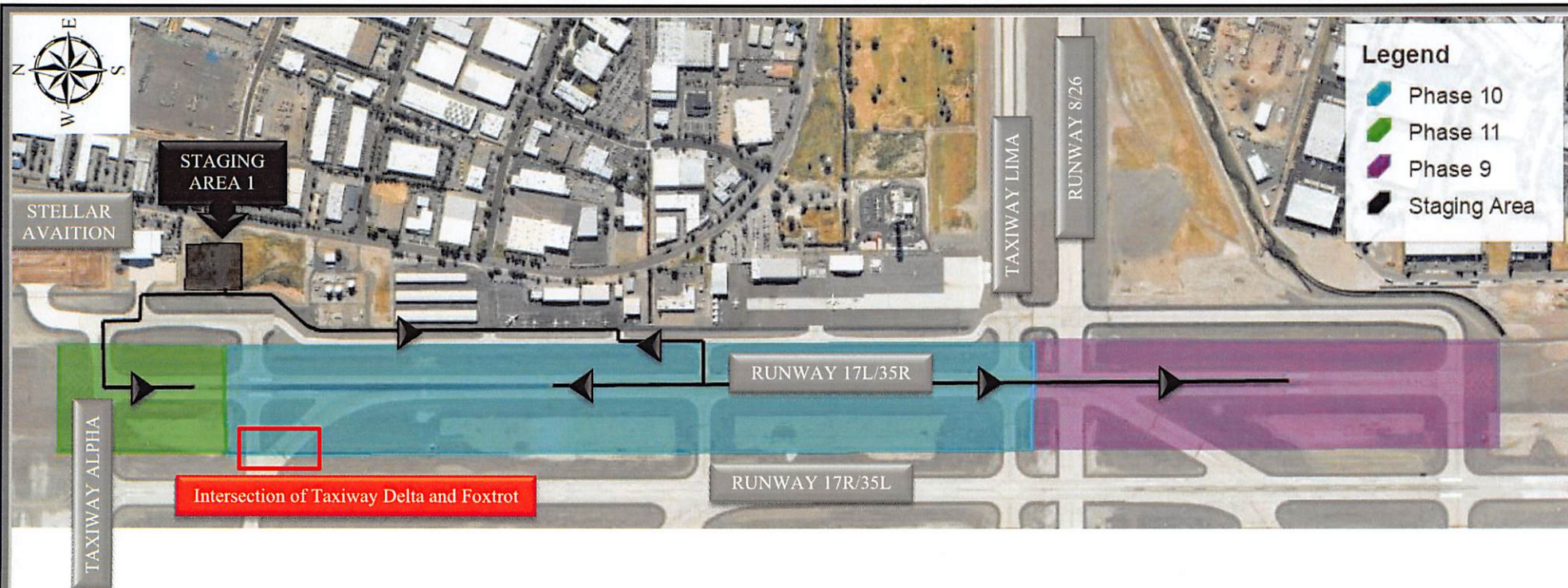


MATCH LINE
ATLANTIC TO PAPA

Legend
Change Order

Change Order
Material: P-608
Dilution Rate: 2:1
Polymer: 3%
Area: 72,659 SY
Striping: None
Phasing: Multiple

**RENO – TAHOE INTERNATIONAL AIRPORT
AIRSIDE PAVEMENT MAINTENANCE PROJECT - 2025
ATLANTIC TO PAPA**



Phasing Requirements

- Phasing sequencing to be approved by RTAA Duty Manager.
- Each phase must be completed to the RTAA Duty Managers satisfaction prior to moving onto the next phase.
- Barricades must be removed at end of shift.
- RTAA to supply barricades, contractor is required to place the barricades.
- Contractor should not capture more area than they can complete in the given workday. Must meet with RTAA Duty Manager at the beginning of each shift to discuss the work to be completed for the day.
- Special consideration must be taken with completing work at the intersection of Taxiway Delta and Foxtrot. Contractor to coordinate work with ADM day before work is to be completed.
- Gate guard is required.
- Contractor will need to be escorted across all active Taxiways and Runways by RTAA staff.
- Phases to be completed using the staging areas shown unless approved by RTAA Duty Manger.

Administrative Report

Date: May 20, 2025

Subject: Administrative Award of Contracts - Revenues

BACKGROUND

At the July 14, 2022, meeting of the Board of Trustees of the Reno-Tahoe Airport Authority, the Board approved Resolution No. 557, recognizing the inherent authority of the President/CEO, or authorized representative to award revenue contracts except those that are, in combination, more than 5 years in Term, including options, and generate aggregate revenues of \$250,000 or more.

DISCUSSION

Resolution No. 557 requires that the President/CEO provide the Board of Trustees with an administrative report setting forth a list of revenue contracts and associated options to extend approved administratively as a result of the resolution to be given to the Board on a monthly basis.

April 2025

Date	Lessee	Property Address	Agreement Term	Contract Value	Portfolio
4/1/25	Marco Sierra Insurance Agency	2890 Vassar Street, Suite BB-8, Reno, NV 89502	12 Months	\$7,800.00	Outside Properties
4/1/25	Mountain West Builders, LLC	2890 Vassar Street, Suite BB-13, Reno, NV 89502	12 Months	\$6,000.00	Outside Properties
4/1/25	Dr. Bud West	2900 Vassar Street, Suite CC-12, Reno, NV 89502	12 Months	\$6,945.96	Outside Properties
4/1/25	James Gott III	2900 Vassar Street, Suite CC-8, Reno, NV 89502	12 Months	\$6,367.08	Outside Properties
4/1/25	Stitch N Print	2890 Vassar Street, Suite BB-00, Reno, NV 89502	12 Months	\$18,145.92	Outside Properties
4/1/25	All Points Electric, LLC	2900 Vassar Street, Suite CC-21, Reno, NV 89502	12 Months	\$8,426.76	Outside Properties

4/1/25	California Pacific Research dba Rust Bullet	2890 Vassar Street, Suites BB-1,2,3,22,23,24, Reno, NV 89502	12 Months	\$40,524.96	Outside Properties
4/1/25	Arnold Stevens	2900 Vassar Street, Suites CC-7&18, Reno, NV 89502	Month to Month	\$1,219.07	Outside Properties
4/1/25	2 New Tenants	Mini Warehouse Storage	Month to Month	\$325.00	Outside Properties

Administrative Report

Date: May 20, 2025

Subject: Financial Reporting Package – March 2025

EXECUTIVE SUMMARY

Attached is the Financial Reporting Package for March, the ninth month of the 2024-25 fiscal year (FY). The package includes a high-level summary of total revenues and expenses and a more detailed discussion of key metrics.

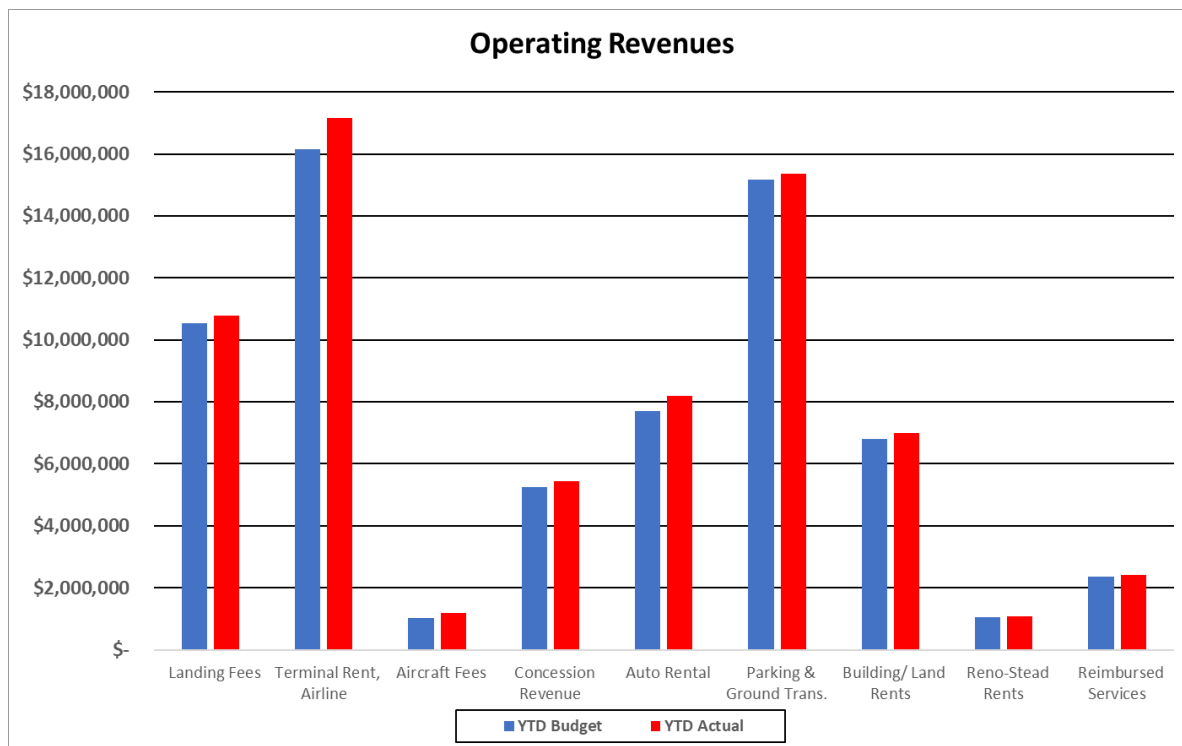
In March 2025, RNO was served by 10 passenger airlines offering non-stop scheduled service to 21 destinations. Enplanements were 211,941, an increase of 0.4% compared to the budget forecast and an increase of 4.7% from March 2024. Fiscal year to date through March, enplanements were 2.9% greater than budget and 5.8% greater than prior year. The increase is attributed to the region's expanding economy, higher tourist demand, and the return of Frontier Airlines to RNO starting in March 2025. Total landed weight was 0.3% higher than the year-to-date budget forecast for both passenger and cargo airlines, this represents a 4.8% increase over prior year.

	YEAR TO DATE Mar 31, 2025 (\$ in thousands)							
	Actual Results				75.0% Of Fiscal Year			
	CURRENT YEAR	PRIOR YEAR	VARIANCE		Y-T-D BUDGET	VARIANCE		
			\$	%		\$	%	
Operating Revenue								
Airline	\$ 21,791	\$ 19,259	\$ 2,531	13.1%	\$ 20,493	\$ 1,298	6.3%	
Non-Airline	\$ 40,697	\$ 38,368	\$ 2,329	6.1%	\$ 39,416	\$ 1,281	3.3%	
Total Operating Revenue	\$ 62,488	\$ 57,627	\$ 4,860	8.4%	\$ 59,909	\$ 2,579	4.3%	
Operating Expenses	\$ (46,177)	\$ (45,497)	\$ (680)	1.5%	\$ (52,432)	\$ 6,255	(11.9%)	
Net Operating Income	\$ 16,311	\$ 12,130	\$ 4,181	34.5%	\$ 7,477	\$ 8,834	118.2%	
Non-Operating Income (Expense)*	\$ 20,432	\$ 26,363	\$ (5,931)	(22.5%)	\$ 13,075	\$ 7,357	56.3%	
Net Income Before Depreciation	\$ 36,742	\$ 38,492	\$ (1,750)	(4.5%)	\$ 20,551	\$ 16,191	78.8%	

Based on actual results through March 31, 2025, net income before depreciation was approximately \$36.742 million, reflecting a substantial increase of \$16.191 million or 78.8% from the budget forecast. This noteworthy increase is primarily attributed to net operating income surpassing expectations by \$8.834 million, or 118.2% above the budgeted amount. The year-to-date improvement in net operating income can be attributed to higher-than-expected revenues, along with all expense categories falling below budget. The largest variances are in Purchased Services, followed by Personnel Services and Administrative Expenses. The year-to-date non-operating income increase is primarily due to two, one-time items; a \$5.0 million settlement for runway repairs that was not budgeted, and \$7.7 million in federal stimulus funds (ARPA) received in the current fiscal year for projects started in the prior year.

OPERATING REVENUES

Total operating revenues through March 31, 2025, were \$62.488 million, approximately \$2.579 million or 4.3% above budget due to higher airline traffic, auto rental, aircraft fees, concession revenues, land rents, parking and ground transportation fees. Compared to the same period last fiscal year, revenues are up by \$4.860 million or 8.4%. This upturn can be attributed to higher terminal rents, landing fees, concession revenues, aircraft fees, ground transportation fees, and other rents. The chart below reflects year-to-date actual operating revenues for the fiscal year as compared to the budget amount.



AIRLINE REVENUES

Airline revenues are collected by prescribed rates and charges as specified by formulas in RTAA's Airline-Airport Use and Lease Agreement (AAULA) with the signatory airlines, effective July 1, 2023, through June 30, 2033. The AAULA maintains a hybrid structure, with a complete recoupment of net Airfield cost center operating, maintenance, debt service, amortization, and capital improvement costs through landing fees from the airlines, and the airlines only pay for the space they use in the terminal building.

The AAULA includes a revenue-sharing methodology for the distribution of available net revenues to signatory passenger airlines on a per-enplaned passenger basis. This aims to create an incentive for air service by tying an allocated amount of available net revenues to the number of enplaned passengers of each signatory airline. Signatory airlines have the flexibility to use the revenue share credit to cover monthly rates and charges.

Landing Fees

The formula for calculating landing fees consists of 100% cost recovery of Airfield-related operating costs, capital improvement costs, debt service, amortization, and other charges. These costs are mitigated by Airfield-derived revenues and non-signatory landing fees. Landing fees were budgeted and collected at \$4.19 per 1,000 lbs. of landed weight for signatory airlines and \$4.82 for non-signatory airlines. Non-signatory airlines pay 15% above the budgeted signatory airline rate. Based on year-to-date actual results through the month of March 2025, the calculated signatory landing fee per 1,000 lbs. was \$3.54 per 1,000 lbs. of landed weight. The decrease in landing fees is due to lower operating expenses in the Airfield cost center, along with higher-than-expected landed weights reported by the several airlines. The landing fee revenues through March 31, 2025, were \$10.784 million, approximately \$247,592 or 2.3% above the year-to-date FY 2024-25 budget.

Airline Terminal Rents

Airline terminal rents are determined by the recovery of all Terminal costs, including operating and maintenance, capital improvement, debt service, and amortization. This cost is divided by the square footage of the airline rentable space in the terminal building. The Terminal requirement is partially offset by in-terminal concession revenues, a 50% share of gaming revenues, and reimbursed services. The budgeted average rental rate is \$156.40 per square foot per annum. Based on results through March FY 2024-25, the calculated average terminal rental rate was \$141.67, a decrease of 9.4% compared to the budget. The decrease is primarily due to the lower operating costs of the Terminal cost center. Actual airline terminal rental revenues were \$17.167 million through March 31, 2025, surpassing the budget by approximately \$1.017 million or 6.3%.

NON-AIRLINE REVENUES

Non-airline operating revenues play a crucial role in supporting RTAA's operating costs outside of airline-affiliated operations. While airline revenues are calculated and collected as cost recovery for airline-related operations, non-airline operating revenues are essential to fund internal operations, equipment acquisitions, and capital improvement projects that are not directly associated with airline operations. Non-airline operating revenues are primarily comprised of terminal and rental car concession revenues, public parking, building/land rents, and reimbursement of RTAA-provided services. Based on actual results through March 31, 2025, non-airline operating revenues totaled \$40.697 million, \$1.281 million or 3.3% above the budget forecast.

Auto rental revenue exceeded the budget by \$498,083, or 6.5%, primarily due to higher-than-expected airline traffic and a greater number of passengers renting cars than anticipated in the budget forecast. Concession revenues also reported positive results by \$182,627, or 3.5% above budget. Parking revenues were \$14.212 million, representing a 0.1% increase compared to the budget. With parking capacity limited, we are seeing a shift in customer activity toward transportation network companies (TNCs), as a result ground transportation revenues outperformed the budget by \$181,621 or 18.7%. Parking revenue per enplaned passenger decreased by 1.5% from \$7.82 to \$7.70 when compared to the prior FY. Reno-Tahoe Building and Land Rental revenues have exceeded the budget by \$180,729, which is a 2.7% increase. Additionally, Reno-Stead Airport (RTS) rental revenues are \$18,568, or 1.8% above budget.

NON-OPERATING REVENUES

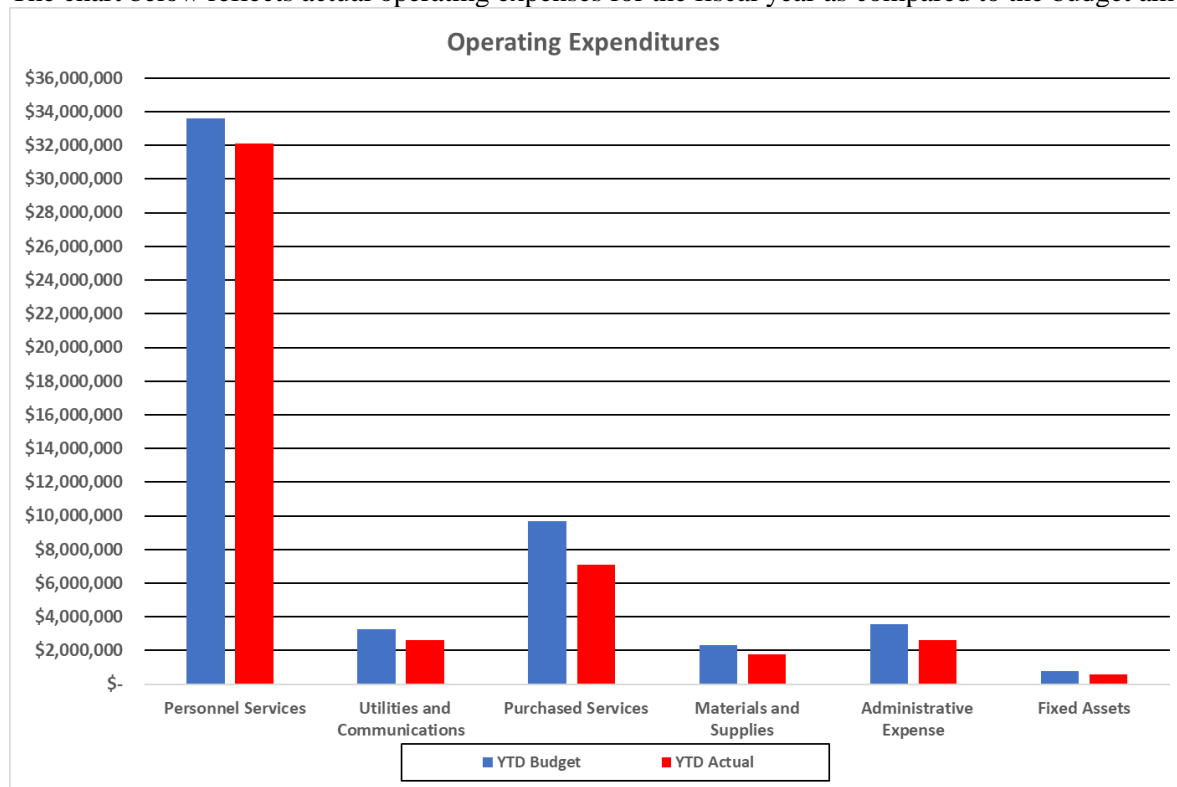
Non-operating revenues reached \$20.432 million, exceeding the budget by approximately \$7.4 million or 56.3%. This revenue category is primarily comprised of Passenger Facility Charges (PFCs), federal stimulus funds (ARPA), interest income, and aviation fuel tax. Federal stimulus funds are recorded as non-operating revenues when funds are received from the FAA. The largest drivers of the year-to-date variance are two, one-time, non-budgeted items; a \$7.666 million ARPA reimbursement for expenses incurred in the prior fiscal year and a \$5.0 million settlement for runway repairs.

PFC revenues are collected by airlines from ticket sales at \$4.50 per enplaned passenger, with RTAA receiving a net of \$4.39 after a \$0.11 administration fee. PFC collections are reflected as revenue when the cash is received, resulting in some months appearing to be over-collected and others under-collected due to timing. In the nine months of the year, PFC revenues were \$7.393 million, exceeding the prior year by \$402,729 or 5.8%, and \$585,351 or 8.6% above budget. This difference is primarily attributed to greater than anticipated passenger traffic. PFCs are collected by airlines at the time of ticket sales, resulting in revenues not precisely aligning with actual passenger traffic in any period.

OPERATING EXPENSES

Based on the nine months of FY 2024-25 results, operating expenses of \$46.177 million, were \$6.255 million or 11.9% below budget, and \$679,712 or 1.5% above the same period in the prior fiscal year. Operating expenses are grouped into five categories: Personnel Services, Utilities and Communications, Purchased Services, Materials and Supplies, and Administrative Expenses. All categories were below budget with the largest variances in Purchased Services, followed by Personnel Services, and Administrative Expense. The variance in Personnel Services is primarily related to vacancies, whereas savings in Purchased Services and Administrative are related to timing of expenditures.

The chart below reflects actual operating expenses for the fiscal year as compared to the budget amount.



DEBT SERVICE

On September 4, 2024, RTAA issued \$238.260 million of airport revenue bonds to fund airport capital improvements and to refinance \$22.410 million of a non-revolving line of credit obligation for the MoreRNO program. The 2024 Bonds were issued in two series, including Series 2024A (AMT) and Series 2024B (Non-AMT) revenue bonds. “AMT” refers to bonds where the interest earned by the bondholder is subject to the Alternative Minimum Tax reporting requirements of the IRS. AMT bonds are used generally to finance qualified private activity projects, such as terminal facilities associated with the NewGEN A&B project. Non-AMT bonds are not subject to the Alternative Minimum Tax requirements and are generally used to finance government purpose facilities such as the RTAA Headquarters project. The 2024 Bonds are rated A+, A3 and A by Kroll Bond Rating Agency, Moody’s Investor Service, and S&P Global rating, respectively.

Proceeds from the 2024 Bonds are held by a Trustee, U.S. Bank. The fiduciary duties of the Trustee include the safekeeping of bond proceeds, facilitating payments of principal and interest to bondholders, investment oversight, recordkeeping and compliance monitoring to ensure RTAA is adhering to its bond covenants. By fulfilling these duties, the bond trustee plays a vital role in maintaining the structural integrity of the bond issue and protects the interests of both RTAA and the bondholders. As of March 31, 2025, the account balances reported by the Trustee were as follows:

Description	2024A Bonds		2024B Bonds		Total
Principal Outstanding	\$	159,855,000	\$	78,405,000	\$ 238,260,000
Account Balances:					
Capitalized Interest		21,499,755		7,012,586	28,512,341
Project Funds		99,909,665		70,814,724	170,724,390
Common Debt Service Reserve Fund		-		-	16,932,107
Total Balances	\$	121,409,420	\$	77,827,310	\$ 216,168,838

The account balances above are invested under the direction of RTAA in accordance with the Bond Indenture and Investment Policy approved by the RTAA Board. RTAA utilizes the services of Government Portfolio Advisors to assist with the investment of these assets. Investments are structured in a diversified portfolio to align with project delivery milestones and maximize interest earnings on the bond proceeds until they are utilized for project expenses. Interest earned on the bond proceeds augment the project fund account. Additionally, the 2024 Bonds included funding to pay for transactional costs of issuance associated with the bond underwriting, legal expenses, financial advisory and other fees.

KEY BENCHMARKS

The following are key benchmarks and ratios used to measure financial activities and monitor the financial health and condition of RTAA:

Key Statistics / Benchmarks	YEAR TO DATE Mar 31, 2025						
					75.0% Of Fiscal Year		
	CURRENT YEAR	PRIOR YEAR	VARIANCE	%	Y-T-D BUDGET	VARIANCE	%
Enplaned Passengers	1,846,535	1,745,772	100,763	5.8%	1,793,847	52,688	2.9%
Airline Cost Per Enplaned Passenger	\$ 11.04	\$ 10.21	\$ 0.83	8.1%	\$ 10.91	\$0.13	1.2%
Non-Airline Revenues per EPAX (a)	\$ 20.73	\$ 20.57	\$ 0.17	0.8%	\$ 20.66	\$ 0.08	0.4%
Operating Ratio	73.9%	79.0%	(0.05)	(6.4%)	87.5%	(0.14)	(15.6%)
Revenue Sharing Per Enplaned Passenger	\$ 4.53	\$ 5.08	\$ (0.55)	(10.8%)	\$ 3.74	\$ 0.80	21.3%
Days Cash On Hand	578	474	104	21.9%	567	11	2.0%

(a) Excludes cost reimbursement for the Baggage Handling System (BHS) paid by the airlines.

Enplaned Passengers

Enplaned passengers reported for FY 2024-25 through March 2025 were 1,843,535, a 5.8% increase compared to the prior fiscal year and 2.9% greater than the budget forecast. Enplaned passengers are critical to non-airline revenues, such as public parking, rental car concessions, food and beverage concessions, gaming, etc.

Airline Cost per Enplaned Passenger (CPE)

This ratio represents airline payments for use of airport facilities including landing fees, terminal rents, and baggage handling systems, in accordance with the adopted rates and charges methodology as outlined in the AAULA. RTAA aims to maintain a reasonable cost structure for airlines operating at RNO to attract and maintain air service to our community. With actual operating expenses 11.9% below budget, and the \$4.53 revenue share credit per enplaned passenger, the signatory airline CPE is estimated to be \$11.04, 1.2% higher than the YTD budget amount of \$10.91. The difference is related to timing of expenses and enplanement seasonality.

Non-Airline Revenue per Enplaned Passenger

This ratio represents operating revenues derived from sources other than the airlines, divided by enplaned passengers for the fiscal year. It measures operating revenue capacity from various sources including terminal rents, rental car concession fees, public parking, and land and building rents from non-airline facilities at both airports. Based on the nine months of FY 2024-25 actual results, the non-airline revenue per enplaned passenger was \$20.73, 0.4% higher than the budgeted amount of \$20.66.

Operating Ratio

The Operating Ratio is calculated by dividing operating and maintenance expenses by total operating revenues. This ratio indicates whether the level of operating expenses as a proportion of operating revenues is consistent and tracking with the approved expenditures and revenues adopted in the budget. Generally, a lower ratio of expenses to revenues is positive as it reflects an improvement in the net operating revenues available to pay debt service and generate additional cash flow. Based on the nine months of FY 2024-25 results, the operating ratio was 73.9% as compared to the higher ratio in the prior year of 79.0%, and the budget of 87.5%. These results compared to the budget reflect the lower operating expenses and higher operating revenues in FY 2024-25 through March.

Revenue Sharing per Enplaned Passenger

The AAULA establishes a formula of revenue sharing between RTAA and the signatory airlines of annual funds remaining after all RTAA obligations and the Debt Service Coverage (DSC) ratios have been fulfilled. Once all such obligations are met, signatory commercial airlines receive a distribution equivalent to the following:

- \$2.00 for each enplaned passenger by airline traveling from RNO provided that the actual DSC ratio is within the range of 1.4 times to 1.5 times. Should the ratio of 1.4 times not be achieved, RTAA deducts from the \$2.00 revenue share distribution until 1.4 times DSC is reached. A minimum of 1.4 times DSC is a key credit strength for RTAA's debt financing goals.
- Additionally, should the actual DSC ratio exceed 1.5 times, the amount above this threshold is shared 50/50 between RTAA and signatory airlines.

The FY 2024-25 budget forecast assumes a total revenue share distribution equivalent to \$3.74 per enplaned passenger. Based on the nine months of the budget year, actual revenue share results were \$4.53, or 21.3% higher than forecasted. Revenue share is trending higher due mainly to higher than forecasted enplaned passengers and positive revenue performance

Days Cash on Hand (DCOH)

DCOH is an important measure of liquidity. It is calculated by dividing unrestricted cash and investments by the daily operating and maintenance expenditure budget (annual operating and maintenance budget divided by 365 days). As of March 31, 2025, RTAA's DCOH was 578 days, approximately 11 days higher than the FY 2024-25 budget forecast. RTAA's policy is a desired target of 365 days.

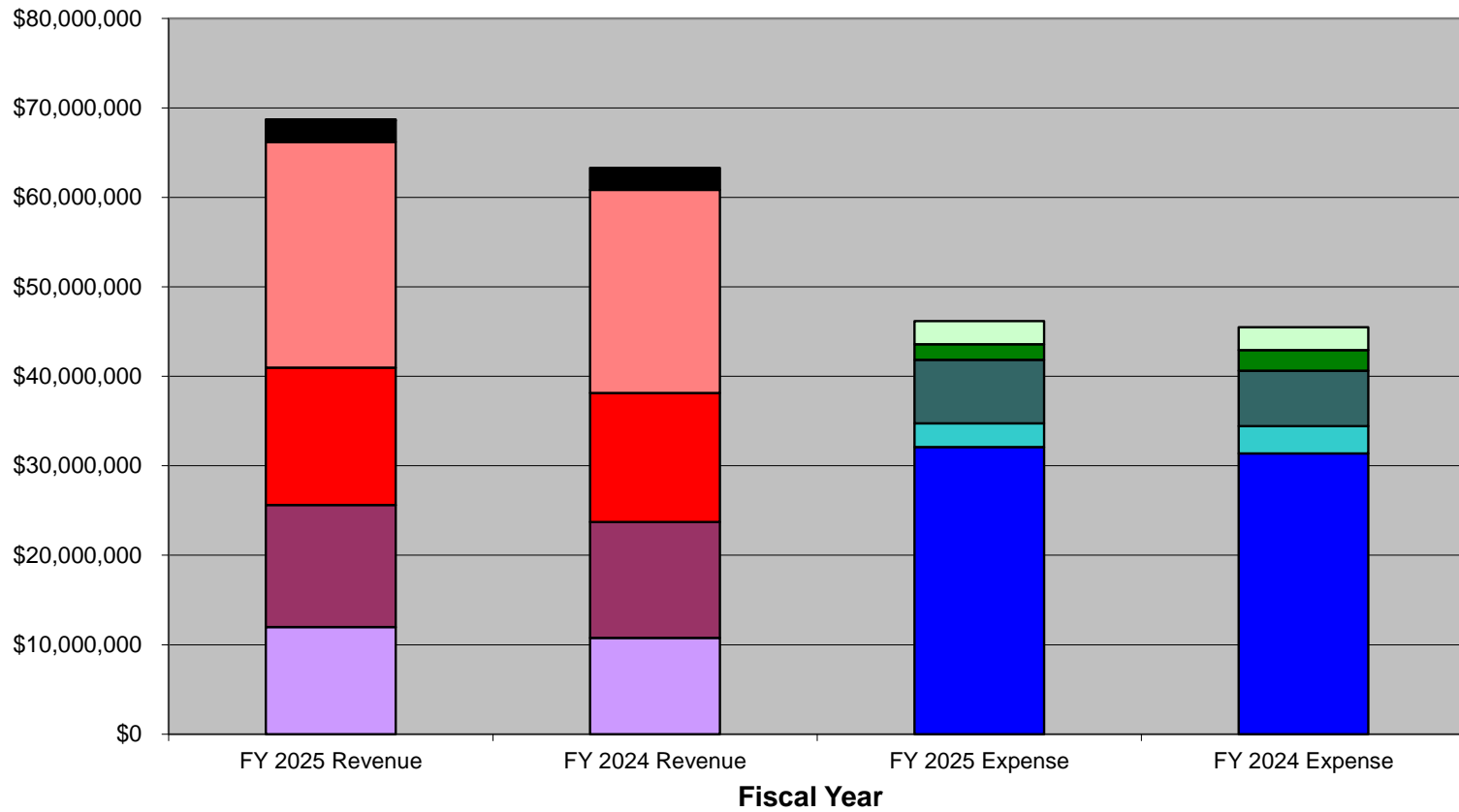
RENO-TAHOE AIRPORT AUTHORITY
For the Nine Months Ending March 31, 2025

	<i>CURRENT MONTH</i>				<i>For the Nine Months Ending March 31, 2025</i>						
	CURRENT YEAR	PRIOR YEAR	VARIANCE	%	CURRENT YEAR	PRIOR YEAR	VARIANCE	%	75.00%	OF FISCAL YEAR	
									Y-T-D BUDGET	VARIANCE	%
REVENUES											
Landing Fees	\$ 1,178,970	\$ 1,138,332	\$ 40,639	3.6%	\$ 10,784,024	\$ 9,752,211	\$ 1,031,813	10.6%	\$ 10,536,432	\$ 247,592	2.3%
Terminal Rent, Airline	1,868,020	1,743,390	124,630	7.1%	17,166,605	15,279,486	1,887,119	12.4%	16,149,675	1,016,930	6.3%
Airline Revenue Sharing	(724,371)	(661,234)	(63,137)	9.5%	(6,160,019)	(5,772,474)	(387,545)	6.7%	(6,193,078)	33,059	-0.5%
Aircraft Fees	124,100	123,683	416	0.3%	1,195,076	1,026,783	168,293	16.4%	1,018,358	176,718	17.4%
Concession Revenue	602,420	588,821	13,599	2.3%	5,429,784	5,005,220	424,563	8.5%	5,247,156	182,627	3.5%
Auto Rental	957,015	1,003,247	(46,232)	-4.6%	8,196,304	7,942,663	253,641	3.2%	7,698,221	498,083	6.5%
Parking & Ground Transportation	1,794,567	1,630,139	164,428	10.1%	15,364,442	14,402,096	962,347	6.7%	15,162,998	201,445	1.3%
Reno-Tahoe Building/ Land Rents	765,954	747,650	18,304	2.4%	6,981,094	6,387,776	593,317	9.3%	6,800,364	180,729	2.7%
Reno-Stead Rents	97,452	111,472	(14,020)	-12.6%	1,072,243	1,039,047	33,196	3.2%	1,053,675	18,568	1.8%
Reimbursed Services	306,576	296,194	10,382	3.5%	2,411,160	2,461,303	(50,143)	-2.0%	2,359,822	51,339	2.2%
Miscellaneous	5,726	3,348	2,378	71%	47,017	103,176	(56,159)	(1)	75,150	(28,133)	-37.4%
OPERATING REVENUE	\$ 6,976,429	\$ 6,725,042	\$ 251,388	3.7%	\$ 62,487,730	\$ 57,627,288	\$ 4,860,442	8.4%	\$ 59,908,774	\$ 2,578,957	4.3%
EXPENSES											
Personnel Services	\$ 3,558,921	\$ 3,350,747	\$ 208,174	6.2%	\$ 32,093,388	\$ 31,371,201	\$ 722,187	2.3%	\$ 33,589,659	\$ (1,496,271)	-4.5%
Utilities and Communications	284,072	297,645	(13,573)	-4.6%	2,645,702	3,055,628	(409,926)	-13.4%	3,282,124	(636,423)	-19.4%
Purchased Services	825,860	646,264	179,596	27.8%	7,088,662	6,208,208	880,454	14.2%	9,687,714	(2,599,052)	-26.8%
Materials and Supplies	200,486	200,923	(438)	-0.2%	1,751,244	2,287,794	(536,550)	-23.5%	2,320,627	(569,383)	-24.5%
Administrative Expense	274,001	289,054	(15,054)	-5.2%	2,598,187	2,574,638	23,548	0.9%	3,552,050	(953,863)	-26.9%
OPERATING EXPENSES	\$ 5,143,340	\$ 4,784,633	\$ 358,706	7.5%	\$ 46,177,182	\$ 45,497,470	\$ 679,712	1.5%	\$ 52,432,174	\$ (6,254,992)	-11.9%
NET OPERATING INC. BEFORE DEPR.	\$ 1,833,090	\$ 1,940,408	\$ (107,319)	-5.5%	\$ 16,310,548	\$ 12,129,819	\$ 4,180,730	34.5%	\$ 7,476,600	\$ 8,833,949	118.2%
Depreciation and Amortization	1,959,341	1,989,047	(29,706)	-1.5%	17,758,514	17,853,982	(95,468)	-0.5%	20,999,160	(3,240,646)	-15.4%
OPERATING INCOME	\$ (126,251)	\$ (48,639)	\$ (77,612)	-159.6%	\$ (1,447,966)	\$ (5,724,164)	\$ 4,276,198	74.7%	\$ (13,522,560)	\$ 12,074,594	89.3%
NON-OPERTING INCOME (EXPENSE)											
Interest Income	\$ 1,215,695	\$ 342,147	\$ 873,548	255.3%	\$ 8,242,951	\$ 4,630,788	\$ 3,612,164	78.0%	\$ 2,022,675	6,220,276	307.5%
Passenger Facility Charge	939,816	828,436	111,380	13.4%	7,392,876	6,990,147	402,729	5.8%	6,807,525	585,351	8.6%
Customer Facility Charge	-	942,376	(942,376)	-100.0%	-	7,919,364	(7,919,364)	-100.0%	-	-	n.a.
Jet Fuel Tax Revenue	23,000	26,561	(3,561)	-13.4%	244,394	220,480	23,915	10.8%	227,175	17,219	7.6%
Federal Grant Revenue	1,302	252,029	(250,727)	-99.5%	7,666,129	6,991,412	674,718	9.7%	5,000,000	2,666,129	53.3%
G/L on Sale of Capital Assets	-	-	-	n.a.	36,100	65,836	(29,736)	-45.2%	-	36,100	n.a.
Other Non-Operating Revenue (Expense)	-	-	-	n.a.	3,426,631	24,490	3,402,141	13892.2%	(149,994)	3,576,625	-2384.5%
Interest Expense	-	(72,194)	72,194	-100.0%	(6,577,142)	(479,953)	(6,097,189)	1270.4%	(832,856)	(5,744,286)	689.7%
Total	\$ 2,179,813	\$ 2,319,355	\$ (139,542)	-6.0%	\$ 20,431,940	\$ 26,362,563	\$ (5,930,623)	-22.5%	\$ 13,074,525	\$ 7,357,415	56.3%
Net Income Before Capital Contributions	\$ 2,053,562	\$ 2,270,716	\$ (217,154)	-9.6%	\$ 18,983,974	\$ 20,638,399	\$ (1,654,425)	-8.0%	\$ (448,035)	\$ 19,432,009	4337.2%

OPERATING STATEMENT
RENO-TAHOE AIRPORT AUTHORITY
For the Nine Months Ending March 31, 2025

	CURRENT MONTH				YEAR TO DATE				ANNUAL BUDGET	
	ACTUAL	BUDGET	VARIANCE		ACTUAL	BUDGET	VARIANCE		TOTAL	ANNUAL BUDGET % TO DATE
			\$	%			\$	%		
REVENUES										
Landing Fees	\$ 1,178,970	\$ 1,228,970	\$ (49,999)	-4.1%	\$ 10,784,024	\$ 10,536,432	\$ 247,592	2.3%	\$ 14,122,892	76%
Terminal Rent, Airline	1,868,020	1,794,408	73,612	4.1%	17,166,605	16,149,675	1,016,930	6.3%	21,532,900	80%
Airline Revenue Sharing	(724,371)	(718,130)	(6,241)	0.9%	(6,160,019)	(6,193,078)	33,059	-0.5%	(8,297,900)	74%
Aircraft Fees	124,100	113,151	10,949	9.7%	1,195,076	1,018,358	176,718	17.4%	1,357,811	88%
Concession Revenue	602,420	599,326	3,094	0.5%	5,429,784	5,247,156	182,627	3.5%	7,022,854	77%
Auto Rental	957,015	889,006	68,009	7.6%	8,196,304	7,698,221	498,083	6.5%	10,319,270	79%
Parking & Ground Transportation	1,794,567	1,748,662	45,905	2.6%	15,364,442	15,162,998	201,445	1.3%	20,321,707	76%
Reno-Tahoe Building/ Land Rents	765,954	755,596	10,358	1.4%	6,981,094	6,800,364	180,729	2.7%	9,067,152	77%
Reno-Stead Rents	97,452	117,075	(19,623)	-16.8%	1,072,243	1,053,675	18,568	1.8%	1,404,900	76%
Reimbursed Services	306,576	269,968	36,608	13.6%	2,411,160	2,359,822	51,339	2.2%	3,159,116	76%
Miscellaneous	5,726	8,350	(2,624)	-31.4%	47,017	75,150	(28,133)	-37.4%	100,200	47%
OPERATING REVENUE	\$ 6,976,429	\$ 6,806,381	\$ 170,048	2.5%	\$ 62,487,730	\$ 59,908,774	\$ 2,578,957	4.3%	\$ 80,110,903	78%
EXPENSES										
Personnel Services	\$ 3,558,921	\$ 3,665,859	\$ (106,938)	-2.9%	\$ 32,093,388	\$ 33,589,659	\$ (1,496,271)	-4.5%	\$ 45,219,168	71%
Utilities and Communications	284,072	342,451	(58,379)	-17.0%	2,645,702	3,282,124	(636,423)	-19.4%	4,658,400	57%
Purchased Services	825,860	821,542	4,318	0.5%	7,088,662	9,687,714	(2,599,052)	-26.8%	11,279,064	63%
Materials and Supplies	200,486	294,372	(93,886)	-31.9%	1,751,244	2,320,627	(569,383)	-24.5%	2,983,930	59%
Administrative Expense	274,001	375,715	(101,714)	-27.1%	2,598,187	3,552,050	(953,863)	-26.9%	4,527,473	57%
OPERATING EXPENSES	\$ 5,143,340	\$ 5,499,940	\$ (356,600)	-6.5%	\$ 46,177,182	\$ 52,432,174	\$ (6,254,992)	-11.9%	\$ 68,668,035	67%
NET OPERATING INC. BEFORE DEPR.	\$ 1,833,090	\$ 1,306,441	\$ 526,648	40.3%	\$ 16,310,548	\$ 7,476,600	\$ 8,833,949	118.2%	\$ 11,442,868	143%
Depreciation and Amortization	1,959,341	2,333,333	(373,992)	-16.0%	17,758,514	20,999,160	(3,240,646)	-15.4%	28,000,000	63%
OPERATING INCOME	\$ (126,251)	\$ (1,026,892)	\$ 900,641	87.7%	\$ (1,447,966)	\$ (13,522,560)	\$ 12,074,594	89.3%	\$ (16,557,132)	9%
NON-OPERATING INCOME (EXPENSE)										
Interest Income	\$ 1,215,695	\$ 224,742	\$ 990,954	440.9%	\$ 8,242,951	\$ 2,022,675	\$ 6,220,276	307.5%	\$ 2,696,400	306%
Passenger Facility Charge	939,816	756,392	183,424	24.2%	7,392,876	6,807,525	585,351	8.6%	9,076,700	81%
Customer Facility Charge	-	-	-	n.a.	-	-	-	n.a.	-	n.a.
Jet Fuel Tax Revenue	23,000	25,242	(2,242)	-8.9%	244,394	227,175	17,219	7.6%	302,900	81%
Federal Stimulus	1,302	416,667	(415,365)	-99.7%	7,666,129	5,000,000	2,666,129	53.3%	5,000,000	153%
G/L on Sale of Capital Assets	-	-	-	n.a.	36,100	-	36,100	n.a.	-	n.a.
Other Non-Operating Revenue (Expense)	-	(16,666)	16,666	-100.0%	3,426,631	(149,994)	3,576,625	-2384.5%	(200,000)	-1713%
Interest Expense	-	(92,540)	92,540	-100.0%	(6,577,142)	(832,856)	(5,744,286)	689.7%	(1,915,560)	343%
Total	\$ 2,179,813	\$ 1,313,836	\$ 865,977	65.9%	\$ 20,431,940	\$ 13,074,525	\$ 7,357,415	56.3%	\$ 14,960,440	137%
Net Income Before Capital Contributions	\$ 2,053,562	\$ 286,944	\$ 1,766,618	615.7%	\$ 18,983,974	\$ (448,035)	\$ 19,432,009	4337.2%	\$ (1,596,692)	-1189%

Operating Revenue and Expense YTD through March 31, 2025



SUMMARY OF NON-AIRLINE REVENUES

Reno-Tahoe Airport Authority

	3/31/2025 YTD Actual	3/31/2024 YTD Actual	Over (Under) Prior Year	% Variance	3/31/2025 Year to Date Budget	Over (Under) Budget	% Variance	2024-25 Annual Budget	% of Annual Budget
Aircraft Fees - Reno	\$ 1,137,918	\$ 1,013,449	\$ 124,470	12.3%	1,000,358	\$ 137,560	13.8%	1,333,811	85.3%
Aircraft Fees - Stead	57,158	13,334	43,824	328.7%	18,000	39,158	217.5%	24,000	238.2%
Gaming Concession	1,125,548	1,055,815	69,732	6.6%	1,080,843	44,705	4.1%	1,448,842	77.7%
Food & Beverage	1,698,339	1,546,575	151,764	9.8%	1,659,542	38,797	2.3%	2,224,574	76.3%
Retail/Merchandise	988,845	940,588	48,257	5.1%	990,772	(1,927)	-0.2%	1,328,105	74.5%
Advertising	737,307	635,192	102,115	16.1%	675,190	62,117	9.2%	900,253	81.9%
Other Concessions	145,131	129,801	15,330	11.8%	137,835	7,296	5.3%	183,780	79.0%
FBO and Ground Handlers	701,603	655,534	46,069	7.0%	668,625	32,978	4.9%	891,500	78.7%
Stead Concessions	33,011	41,716	(8,705)	-20.9%	34,350	(1,339)	-3.9%	45,800	72.1%
Auto Rental	8,196,304	7,942,663	253,641	3.2%	7,698,221	498,083	6.5%	10,319,270	79.4%
Ground Transportation	1,152,301	753,973	398,328	52.8%	970,680	181,621	18.7%	1,299,560	88.7%
Auto Parking	14,212,141	13,648,123	564,019	4.1%	14,192,318	19,823	0.1%	19,022,147	74.7%
Other Terminal Rents	875,987	806,598	69,389	8.6%	847,846	28,141	3.3%	1,130,461	77.5%
Reno-Tahoe Building Rents	2,403,697	2,479,782	(76,085)	-3.1%	2,492,139	(88,443)	-3.5%	3,322,853	72.3%
Reno-Tahoe Land Rents	3,701,410	3,101,396	600,014	19.3%	3,460,379	241,031	7.0%	4,613,838	80.2%
Reno-Stead Rents	1,072,243	1,039,047	33,196	3.2%	1,053,675	18,568	1.8%	1,404,900	76.3%
Reimbursed Services	2,411,160	2,461,303	(50,143)	-2.0%	2,359,822	51,339	2.2%	3,159,116	76.3%
Miscellaneous	47,017	103,176	(56,159)	-54.4%	75,150	(28,133)	-37.4%	100,200	46.9%
Total Non-Airline Operating Revenue	40,697,120	38,368,064	2,329,055	6.1%	39,415,744	1,281,376	3.3%	52,753,011	77.1%
Non Operating Revenue (a)	13,039,064	11,453,052	1,586,012	13.8%	6,267,000	6,772,064	108.1%	2,991,900	435.8%
TOTAL NON-AIRLINE REVENUE	\$ 53,736,184	\$ 49,821,116	\$ 3,915,068	7.9%	\$ 45,682,744	\$ 8,053,440	17.6%	\$ 55,744,911	96.4%
Year to Date Enplaned Passengers	1,846,535	1,745,772			1,793,847			2,496,862	
Non-Airline Revenue Per EPAX	\$ 20.73	\$ 20.57			\$ 20.66			\$ 19.86	

(a) Excludes PFC and CFC revenues

SUMMARY OF ENPLANED PASSENGERS BY AIRLINE

Reno-Tahoe International Airport

Enplaned passengers by Airline

Major/national carriers (Signatory)

	Mar-25	Mar-24	Percent change
Alaska	20,200	12,216	65.4%
American	32,057	32,611	-1.7%
Delta	21,174	16,345	29.5%
Southwest	86,854	83,651	3.8%
United	35,491	33,889	4.7%

Total

Non-Signatory and Charter

Frontier	2,958	-	n.a.
JetBlue	3,140	6,938	-54.7%
New Pacific Airlines, Inc.	-	453	-100.0%
Spirit Airlines	5,564	11,614	-52.1%
Sun Country Airlines	1,911	1,905	0.3%
Volaris	2,592	2,787	-7.0%

Total

Total enplaned passengers

Month		
Mar-25	Mar-24	Percent change
195,776	178,712	9.5%
16,165	23,697	-31.8%
211,941	202,409	4.7%

Year-to-date		
YTD 2024-25	YTD 2023-24	Percent change
172,485	128,422	34.3%
272,395	264,138	3.1%
180,373	149,532	20.6%
738,782	744,266	-0.7%
301,152	274,110	9.9%
1,665,187	1,560,468	6.7%
2,958	-	n.a.
11,305	41,657	-72.9%
-	2,134	-100.0%
122,095	87,107	40.2%
19,097	21,494	-11.2%
25,893	26,159	-1.0%
181,348	185,304	-2.1%
1,846,535	1,745,772	5.8%

Enplaned Passenger Market Share Year to Date March 2025

