



LOCATION:

SURESTAY PLUS HOTEL
2nd Floor, Lear & Piper Rooms
1981 Terminal Way, Reno

DATE Jan. 17, 2020
TIME 9:00 a.m.

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA**

I. The SureStay Plus Hotel is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Denise Thompson at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.

II. The RTC has a standing item for accepting public input on topics relevant to the jurisdiction of the RTC. Because specific items may be taken out of order to accommodate the public and/or the Commission, public input on all items will be received under Item 2. The RTC Chairman may permit public input to be taken at the time a specific agenda item is discussed. Individuals providing public input will be limited to three minutes. Individuals acting as a spokesperson for a group may request additional time. Individuals will be expected to provide public input in a professional and constructive manner. Attempts to present public input in a disruptive manner will not be allowed. Remarks will be addressed to the Board as a whole and not to individual commissioners.

III. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

****ROLL CALL****

PLEDGE OF ALLEGIANCE TO THE FLAG

1. APPROVAL OF AGENDA *(For Possible Action)*

2. PUBLIC INPUT

2.1 Public Input - *please read paragraph II near the top of this page*

3. CONSENT ITEMS

Minutes

3.1 Approve the minutes of the December 20, 2019, meeting *(For Possible Action)*

Engineering

3.2 Acknowledge receipt of a report on the speed limit on Veterans Parkway (SouthEast Connector) *(For Possible Action)*

Procurement and Contracts

3.3 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*

3.4 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, Lennar Reno, LLC and the City of Sparks for the dedication of offset-eligible improvements for the construction of Wingfield Hills Road, a new four lane arterial roadway through Pioneer Meadows Planned Development; authorize the RTC Interim Executive Director to execute the agreement *(For Possible Action)*

3.5 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, KM2 Development, Inc. and the City of Sparks for the dedication of offset-eligible improvements for the construction of Wingfield Hills Road, a new four lane arterial roadway through Kiley Ranch North

Planned Development; authorize the RTC Interim Executive Director to execute the agreement (*For Possible Action*)

- 3.6 Approve a Professional Services Agreement (PSA) with Jacobs Engineering Group, Inc. to provide final design, bidding services and design support during construction for the Sun Valley Boulevard Corridor Project, from 7th Avenue to Highland Ranch Parkway, in an amount not to exceed \$594,170; authorize the RTC Interim Executive Director to execute the agreement (*For Possible Action*)
- 3.7 Authorize the RTC Interim Executive Director to negotiate and execute an agreement for litigation related legal services with the law firm of Taft Stettinius & Hollister, LLP, in substantially the form presented to the Commission (*For Possible Action*)
- 3.8 Approve an agreement with N/S Corporation in the amount of \$76,441 to inspect, repair and rebuild necessary components of the Villanova Bus Wash; authorize the RTC Interim Executive Director to execute the agreement (*For Possible Action*)

Resolution of Condemnation

- 3.9 Approve the attached Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a temporary construction easement on the parcel known as APN 007-011-13 from Campus Reno Property Owner, LLC, a Delaware limited liability company, necessary to construct the Virginia Street Bus Rapid Transit Extension Project (*For Possible Action*)

~END OF CONSENT AGENDA~

4. DIRECTOR REPORT

- 4.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*

5. GENERAL ADMINISTRATION

- 5.1 Discussion and possible action pertaining to the recruitment and interview process to fill the position of RTC Executive Director (*For Possible Action*)
- 5.2 **Legal Issues** - Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened. (*For Possible Action*)

6. PUBLIC INPUT - *please read paragraph II near the top of this page*

7. MEMBER ITEMS

8. ADJOURNMENT(*For Possible Action*)

**SEE NEXT PAGE for the BOARD WORKSHOP
to begin at the conclusion of the regular Board meeting**

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

**BOARD / SENIOR STAFF
WORKSHOP
A G E N D A**

FRIDAY, January 17, 2020

Time Certain: 9:15 a.m.

**SURE STAY PLUS HOTEL
2ND FLOOR, LEAR & PIPER ROOMS
1981 TERMINAL WAY, RENO**

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II. The RTC has a standing item for accepting public input on topics relevant to the jurisdiction of the RTC. Because specific items may be taken out of order to accommodate the public and/or the Commission, public input on all items will be received under Items 2 and 8. The RTC Chairman may permit public input to be taken at the time a specific agenda item is discussed. Individuals providing public input will be limited to three minutes. Individuals acting as a spokesperson for a group may request additional time. Individuals will be expected to provide public input in a professional and constructive manner. Attempts to present public input in a disruptive manner will not be allowed. Remarks will be addressed to the Board as a whole and not to individual commissioners.

III. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

**NO ACTION WILL BE TAKEN AT THIS WORKSHOP
EXCEPT TO APPROVE THE AGENDA AND TO ADJOURN**

- ITEM 1 APPROVAL OF AGENDA (For Possible Action)
THE RTC CHAIR MAY RE-ORDER THE AGENDA IN ORDER TO ACCOMMODATE THE PUBLIC OR COMMISSION
- ITEM 2 PUBLIC INPUT - *please read paragraph II near the top of this page*
- ITEM 3 DISCUSSION OF RTC PUBLIC TRANSPORTATION, INCLUDING THE FOLLOWING:
- POTENTIAL TRANSIT SERVICE CHANGES
 - LONG-RANGE TRANSIT VISION
 - POTENTIAL OPTIONS FOR RTC OWNED PARCELS RELATED TO PUBLIC TRANSIT AND THE RTC AFFORDABLE HOUSING STUDY
 - OTHER MATTERS RELATED TO PUBLIC TRANSPORTATION
- ITEM 4 DISCUSSION ABOUT PEDESTRIAN & SCHOOL ZONE SAFETY
- ITEM 5 PUBLIC INPUT - *please read paragraph II near the top of this page*
- ITEM 6 ADJOURNMENT (For Possible Action)



REGIONAL TRANSPORTATION COMMISSION


Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

January 17, 2020

AGENDA ITEM 2.1

TO: Regional Transportation Commission

FROM: 
Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Public Input

This agenda item allows the public the opportunity to provide information on topics within the jurisdiction of the Regional Transportation Commission (RTC). Any person wishing to wait to provide public comment on a specific agenda item should indicate that item number on the “comment” card. The RTC Chair reserves the right to take all public comment during Public Input. Individuals addressing the Board during the Public Input portion of the meeting will be limited to three minutes total. However, an individual acting as a spokesperson for a group of individuals may request additional time. Individuals are expected to provide public input in a professional and constructive manner.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

December 20, 2019

PRESENT:

**Bob Lucey, Washoe County Commissioner, Chairman
Neoma Jardon, Reno City Council Member, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member
Ron Smith, Sparks City Council Member**

**Amy Cummings, RTC Interim Executive Director
Dale Ferguson, Legal Counsel
Cole Mortensen, Deputy Director of NDOT**

NOT PRESENT:

Kristina Swallow, Director of NDOT

The regular monthly meeting, held in the Chambers of the Washoe County Commission, 1001 E. 9th Street, Reno, Nevada, was called to order by Chairman Lucey. Following the roll call and the Pledge of Allegiance to the Flag of our country, the Board conducted the following business:

RECOGNITION OF THE RTC BY THE FOOD BANK OF NORTHERN NEVADA FOR THE STUFF-A-BUS HOLIDAY FOOD DRIVE

Ms. Nicole Lamboley, President and CEO of the Food Bank of Northern Nevada, thanked the RTC for being a great partner with them for a number of years. This year, the food drive-by drop off included filling an RTC bus with food for those in need in our community.

RECOGNITION OF THE RTC BY WASHOE COUNTY SOCIAL SERVICES DEPARTMENT FOR THE STUFF A BUS DRIVE-BY DONATION DRIVE FOR FOSTER & ADOPTIVE CHILDREN

Ms. Amber Howell, Director of Washoe County Human Services Agency, said this was their first year of doing a stuff a bus donation drive for children in foster care. Previously, they had partnered with the RTC for a stuff a bus donation drive for seniors. Clothing donated will be used throughout the year for children at their Family Engagement Center. Over \$8,500 was also raised during this event. She then thanked the RTC and Sam's Club for their partnership in this event and hope to continue doing it annually.

Item 1 *APPROVAL OF AGENDA*

RTC Interim Executive Director Amy Cummings requested that Item 3.20 be pulled from the agenda.

On motion of Vice Chair Jardon, seconded by Commissioner Hartung, which motion unanimously carried, Chairman Lucey ordered that the agenda for this meeting be approved with the aforementioned request.

Item 2.1 *PUBLIC INPUT*

Chairman Lucey opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

Ms. Donna Clontz, representing multiple Senior Advocacy Committees, addressed the Board and thanked the RTC for the stuff a bus events and everyone involved in getting the word out for these drives.

She then said she had tried out the new FlexRIDE program and had a great experience. The only issue was learning how to use the app for the program, so they found a number to call and commented about how helpful they were; however, none of RTC's flyers include a phone number on them, so she recommended a number be added. She is also hoping to see FlexRIDE expanded to the outlying areas.

Next, Ms. Clontz mentioned the double-decker bus and would like to see it possibly be used as a hop-on-hop off bus similar to how they are used in Europe.

Mr. John Locke, local resident, addressed the Board to complain about the GM for Keolis, saying he had been the director of public transportation in Alaska and was terminated. He did not know why he was terminated. Mr. Locke accused the GM of lying, dishonoring and disrespecting the drivers of the fixed route system. He is also opposed to the double-decker bus and sees a lot of things going wrong with a bus like that. He added that tourism has dropped, so no double-decker is needed.

Ms. Sandi Hill, Vice President at Keolis, addressed the Board to say that the GM that was hired is highly qualified for the job and the termination in Alaska came as the result of a new mayor coming in and hiring his own appointees. She added that Keolis appreciates this partnership with the RTC and will do everything within their power to support the GM here in Reno and to provide excellent service to the community.

There being no one else wishing to speak, the Chair closed public input.

Item 2.2 *ADVISORY COMMITTEES SUMMARY REPORT*

On motion of Commissioner Hartung, seconded by Mayor Smith, which motion unanimously carried, Chairman Lucey ordered that receipt of the monthly Summary Report for the Technical, Citizens Multimodal and Regional Road Impact Fee Advisory Committees be acknowledged.

Item 3.1 thru 3.20 CONSENT ITEMS

Minutes

- 3.1 Approve the minutes of the October 24, 2019, meeting (For Possible Action)**
- 3.2 Approve the minutes of the November 15, 2019, meeting (For Possible Action)**

Engineering

- 3.3 Acknowledge receipt of the monthly Engineering Activity Report (For Possible Action)**
- 3.4 Acknowledge receipt of the Lemmon Drive monthly progress report (For Possible Action)**

Public Transportation/Operations

- 3.5 Acknowledge receipt of the monthly Public Transportation/Operations Report (For Possible Action)**

Planning

- 3.6 Acknowledge receipt of the monthly Planning Activity Report (For Possible Action)**
- 3.7 Acknowledge receipt of report on the 2050 RTP visioning exercise (For Possible Action)**

Administration

- 3.8 Acknowledge receipt of the monthly Procurement Activity Report (For Possible Action)**

Procurement and Contracts

- 3.9 Approve the contract for the purchase of twenty-three (23) Genfare Fast Fare fareboxes for use on RTC RIDE coaches in an amount not to exceed \$381,668; authorize the RTC Interim Director to execute the agreement (For Possible Action)**
- 3.10 Approve the purchase of seventeen (17) electric hybrid fixed-route buses utilizing the Common Wealth of Virginia Fleet Vehicles procurement contract number E194-75548 for an estimated amount not to exceed \$13,855,000; authorize the RTC Interim Director to execute the agreement (For Possible Action)**
- 3.11 Approve the Request for Proposal (RFP) for the provision of RTC VANPOOL service (For Possible Action)**
- 3.12 Approve Change Order (CO) No. 05 for additional work items that provide better tie-in of the project to side streets directly adjacent to the project. This includes removal and replacement of associated improvements as listed:**

Additional sidewalk on Walts Lane

Additional sidewalk, curb, and gutter on Arroyo Street

Additional curb and gutter at Mt. Rose Street

Additional pavement on Caliente Street

This change increases total contract amount of the agreement with Sierra Nevada Construction for construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project, between Plumb to Liberty & Maple to 15th Street, by \$129,634, for a new total contract amount of \$48,005,353; authorize the RTC Interim Executive Director to execute CO No. 05 (For Possible Action)

- 3.13 Approve Change Order (CO) No. 06, for revisions to the project design after execution of guaranteed maximum price (GMP) construction manager at risk (CMAR) contract.

This change increases total contract amount of the agreement with Sierra Nevada Construction for construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project, between Plumb to Liberty & Maple to 15th, by \$ \$117,596, for a new total contract amount of \$48,122,950; authorize the RTC Interim Executive Director to execute CO No. 05 (*For Possible Action*)

- 3.14 Approve a Professional Services Agreement (PSA) with Atkins Engineering, SNA-Lavalin to provide design services and optional engineering during construction for the Sky Vista Parkway Widening and Rehabilitation project in an amount not to exceed \$1,709,038; authorize the RTC Interim Executive Director to execute the agreement (*For Possible Action*)

- 3.15 Approve Amendment No. 2 to the existing Professional Services Agreement (PSA) between the RTC and CFA, Inc. for additional construction services related to extending the construction contract duration for the Sparks Consolidated 19-01 Project in the amount of \$44,000, for a new not to exceed amount of \$464,943; authorize the RTC Interim Executive Director to execute the amendment (*For Possible Action*)

- 3.16 Approve an amendment to the existing agreement with Universal Protection Service, Inc. in an amount not-to-exceed \$129,170, to provide security services for five parcels RTC rents or owns as part of the Virginia Street Bus RAPID Transit Extension Project; authorize the RTC Interim Executive Director to execute the agreement (*For Possible Action*)

Inter-Agency Agreements

- 3.17 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the University of Nevada, Reno (UNR) for the Signal Timing 6 – Phase 1 project in an amount of reimbursement not to exceed \$375,000; authorize the RTC Interim Executive Director to execute the agreement (*For Possible Action*)

- 3.18 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the Signal Timing 6 – Phase 1 project in an amount of reimbursement not to exceed \$75,000; authorize the RTC Interim Executive Director to execute the agreement (*For Possible Action*)

- 3.19 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Sparks for the Signal Timing 6 – Phase 1 project in an amount of reimbursement not to exceed \$100,000; authorize the RTC Interim Executive Director to execute the agreement (*For Possible Action*)

Right-of-Way Documents

- 3.20 Approve a transfer of right of way from the Regional Transportation Commission (RTC) to the Nevada Department of Transportation (NDOT) previously relinquished to RTC for a portion of Double R Boulevard (*For Possible Action*) *This item was pulled from the agenda under Item 1.*

On motion of Vice Chair Jardon, seconded by Commissioner Hartung, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.1 through 3.19 be approved.

Item 4.1 thru 4.2 METROPOLITAN PLANNING AGENCY (MPO)

4.1 Receive a report on the NDOT Spaghetti Bowl Project and provide input accordingly (For Possible Action)

Mr. Nick Johnson, NDOT Project Manager, said the State Transportation Board awarded the unsolicited design/build contract to the Ames/Q&D team, so the project is moving forward.

The contract value is approx. \$181 million and will kick-off in January 2020 with a substantial completion date of 2022.

Vice Chair Jardon thanked everyone who has been involved in the State Transportation Board meetings and is very proud of the governor and the board for selecting the option that will move the project forward in the fastest, most efficient manner. She wished to clarify for the record that there was an article that gave the impression of a loss of federal funding which wasn't clear, so asked Mr. Johnson to explain what happens with those federal funds.

Mr. Johnson responded that federal funding has not been lost, the funds were shifted but not lost and did not cost the Washoe County taxpayers any additional money.

Vice Chair Jardon then asked what will happen with the Governor's Bowl and more specifically, a parcel that could be used for the city's potential use of it for future homeless services. This was mentioned for the record and no reply was required.

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that receipt of the report be acknowledged.

(Presentation is available by contacting dthompson@rtcwashoe.com)

4.2 Approve Amendment No. 1 to Cooperative Agreement Number R170-19-015 with NDOT for installing Phase 1 of the Spaghetti Bowl Project otherwise known as the Spaghetti Bowl Xpress (SBX) in the total amount of \$30,000,000 spread over four fiscal years; authorize the RTC Chairman to execute the amendment (For Possible Action)

RTC Chief Legal Counsel Dale Ferguson first corrected an oversight made in the signature block of this agreement. It will be the RTC Interim Executive Director who signs the agreement instead of the RTC Chairman. This keeps the records congruent with the RTC internal policies.

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that Amendment No. 1 be approved with the correction made by legal counsel.

Item 5.1 PUBLIC HEARING

5.1 Public hearing - no earlier than 9:05 a.m. Time Certain:

Discussion and recommendation to approve the resolution adopting Amendment No. 1 to the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process.

- 1. Staff presentation**
- 2. Public input**
- 3. Recommendation to approve the resolution adopting Amendment No. 1 to the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process (*For Possible Action*)**

Interim E.D. Cummings explained that this item will make the RTIP match the agreement that was just amended for the Spaghetti Bowl Express project.

Mr. Michael Moreno, RTC Public Affairs Manager on behalf of Interim Planning Director Dan Doenges, said this change outlines what was done in relation to the TIP. He added that the public comment period began November 27th and concluded December 19th. It was advertised through media outlets, including RTC social media channels, and was presented to the RTC Technical Advisory Committee. No comments were received from the public.

This item being a public hearing, Chairman Lucey opened the meeting to public input and called on anyone wishing to speak.

There being no one wishing to speak, public input was closed.

On motion of Commissioner Hartung, seconded by Mayor Smith, which motion unanimously carried, Chairman Lucey ordered that the resolution adopting Amendment No. 1 to the FFY 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process be adopted.

Item 6.1 thru 6.3 DIRECTOR REPORTS

Item 6.1 RTC Executive Director Report

Interim E.D. Cummings spoke briefly on the following topics, some of which were upcoming at the time of this meeting:

1. Upcoming project community meetings:
 - On Thursday, January 9th, the RTC will host a community open house at Dilworth Middle School from 5 to 7 pm. We are replacing deteriorated roadway and will add bike lanes, improve center medians and storm drainage, and make sidewalks, curb ramps, road crossings and pedestrian signals accessible. We are working with the City of Sparks to replace aging sewer infrastructure beneath Prater Way between McCarran and Greenbrae Drive. This work is anticipated to begin in April 2020.

- On Tuesday, January 14th, a community open house for the Lakeside Drive Roadway Rehabilitation Project will be held at Bartley Ranch from 5 to 7 pm. This work entails reconstruction of Lakeside Drive between McCarran Blvd. and Evans Creek Drive, as well as some sidewalks and curbs will be replaced. Bike lanes will also be added on both sides. This work is anticipated to begin in June 2020.
 - Our last community meeting in January will be for the Oddie Wells Project on January 23rd at the Washoe County Senior Center at the county complex from 5:30 to 7 pm. Sixty percent design plans will be discussed and a brief presentation at 6 pm will be given and livestreamed on Facebook.
2. The Vision Zero Truckee Meadows initiative is gaining traction. Staff attended Councilman Delgado's pedestrian safety community meeting at Traner Middle School on December 10th and shared information about Vision Zero with the community supporting the councilman's efforts to improve pedestrian safety in the neighborhood.

On the previous Monday, Interim E.D. Cummings had the opportunity to participate in the ribbon cutting of a new pedestrian flasher at Kirman and Aitken, near Renown, with Councilman Delgado and Reno Vice-Mayor Reese. This event highlighted the partnership between local government and Renown to address a busy pedestrian intersection and improve safety for everyone.

She then thanked Councilman Delgado for the opportunities to raise community awareness about pedestrian safety in our community.

3. On Friday, November 22nd, the RTC hosted Governor Sisolak at RTC 4TH STREET STATION for the signing of his executive order to address climate change in the state of Nevada. The Governor wanted to highlight our electric bus program as a backdrop for the media event. Commissioners Delgado and Hartung represented the board at the event.
4. The RTC New Year's Eve FREE Safe RIDE will mark its 35th year to bring a safe transportation option to the community. RTC transit services will be free on New Year's Eve from 6 pm to 2 am. This service is made possible with the support of community partners which we will extend our appreciation to at next regular RTC board meeting.

A Public Service Announcement was then shown which would begin airing on KOLO TV prior to the holiday.

Thanks was given to Dr. Kris Deeter from Renown (featured in the PSA) who stepped up to advocate for pedestrian safety. Renown was also thanked as the signature sponsor for the New Year's Eve FREE Safe RIDE.

5. RTC administrative offices and transit customer service will be closed on December 25th, Christmas Day and January 1st, New Year's Day in observance of the holidays.
- RTC fixed-route transit services will be on a Sunday-level schedule on both days; the Regional Connector will not operate on these days.

6. The January RTC Board meeting will consist of a board meeting and transit workshop on January 17th. The meeting will be held at the SureStay Best Western Hotel across from the airport at 1981 Terminal Way in the 2nd floor conference meeting area. The board meeting will begin at 9 am and will be followed by the Transit Workshop.

Commissioner Hartung asked if any damage was done to the Villanova facility from the chemical spill on I-580.

Interim E.D. Cummings said there was no damage and operations resumed within about an hour. She thanked Rob Reeder, Mark Maloney, the Keolis team, and many others on the RTC staff for making sure that transition happened efficiently and effectively.

Commissioner Hartung thanked her for the updates she provided.

Commissioner Delgado thanked RTC staff for always being so open to meet with the communities.

Item 6.2 RTC Federal Report

A written update is available in the staff report materials for this item and Interim E.D. Cummings highlighted that Congress had passed a continuing resolution which removed the rescission discussed at RTC's previous board meeting that would have had an adverse effect on state funding for Nevada. Additionally, the RTC is applying for a Mobility for All grant. This will provide funding to streamline ACCESS customers who use Medicaid transportation.

Item 6.3 NDOT Director Report

NDOT Deputy Director Cole Mortensen provided a report on safety throughout the state. At this time, there have been 243 fatalities this year which is down from 2018. Pedestrian fatalities are down 17% and unrestrained occupant fatalities are down 44%.

He then provided follow-up information pertaining to requests from prior meetings as follow:

Advanced signal warning systems – NDOT would like to come back with an actual agenda item and presentation of the study.

The “Do Not Block Intersection” sign at Emerson has been installed and striping will be done soon, weather pending.

Speed studies on Pyramid Way – NDOT has done four speed studies, the first in May 2016, Nov. 2016, Sept. 2017, and August 2018.

Concerns about overnight closures of US 395 while the Parr/Dandini Bridge is being replaced – Generally, closures are done in off-peak hours during a lesser commute. It should not be a very big impact.

Flooding at Eagle Canyon Drive – there is drainage coming down from further south of Eagle Canyon and when it gets to the culvert, it is over capacity and floods. NDOT is working with the City of Sparks to install a drainage crossing further to the south which should help.

Two school zone areas are being researched for safety – A meeting was held the prior Monday on possible safety improvements around Wooster H.S. and they are also looking into improvements at Hug H.S.

Commissioner Hartung thanked him for answering all the questions he had.

Vice Chair Jardon thanked NDOT for attending the meeting the prior Monday and said many great ideas and suggestions were put out there. One such idea is to determine a specific distance around any school to place flashers.

Chairman Lucey asked how active NDOT will be in the federal ROUTES initiative (Rural Opportunities to Use Transportation for Economic Success).

Deputy Director Mortensen said that he is not sure to what extent they have been involved but there is more emphasis on providing assistance to the rural communities for their infrastructure.

Chairman Lucey said he is specifically referencing 267 out of Gerlach which is highly impacted due to major event traffic. The urban areas benefit from those events but the rural areas do not.

Chairman Lucey then asked how everything is working with this year's snow on the roads.

Deputy Director Mortensen responded that there have been no issues to speak of.

Item 7.1 FINANCE

7.1 Receive a report on the FY 2019 Comprehensive Annual Financial Report (CAFR) for the Regional Transportation Commission of Washoe County (RTC) and authorize staff to submit the document to the Nevada Department of Taxation (*For Possible Action*)

Ms. Stephanie Haddock, RTC Director of Finance and CFO, addressed the Board to give her presentation report on the FY 2019 Comprehensive Annual Financial Report (CAFR), reviewing revenues, expenditures, debt service, carryovers, and net position. She added that the RTC again received an Unmodified Opinion, which is the highest possible rating that may be received. There were no findings or management comments on the financial audit or the A-133 Single Audit (*review of federal grants*).

Ms. Haddock then thanked RTC staff and gave special recognition to RTC Financial Manager Jelena Williams, who manages the team who puts the CAFR together. The team consists of Linda Merlin, Hannah Yue and Nelia Belin. (Presentation is available by contacting dthompson@rtcwashoe.com)

Vice Chair Jardon asked what caused the drop in RIDE and ACCESS revenues.

Ms. Haddock responded that it was actually ACCESS, and they had a drop of 10%. She believes it is a sign of the economy and people using vehicles or getting other types of rides. Many of them are now using fixed route transit or trying FlexRIDE.

Mr. Mark Maloney, Director of Public Transportation and Operations, addressed the Board to explain that there are approximately 10 former ACCESS riders who are now using FlexRIDE, but because of the changes to available use of ACCESS, the Washoe Sr. Ride program is providing three times the amount of service they were before.

Vice Chair Jardon would like staff to continue tracking the ACCESS riders using the FlexRIDE pilot program. She also asked why fares are down on the fixed route program.

Ms. Haddock said that it is a combination of a decrease in ridership, the University students are now riding for free and there were more free ride days than before.

Vice Chair Jardon said there is a continuous request for service expansion so it concerns her to see a reduction in ridership. She believes it is important to track trends and focus future advertising campaigns to address those trends.

Commissioner Hartung would like to see more of a micro-examination of which routes perform well, which routes are losing money and why, and to look at the system as a whole for performance.

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion unanimously carried, Chairman Lucey ordered that the receipt of the report on the FY 2019 Comprehensive Annual Financial Report (CAFR) for the Regional Transportation Commission of Washoe County (RTC) be acknowledged and staff is authorized to submit the document to the Nevada Department of Taxation.

Item 8.1 ENGINEERING

8.1 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report (*For Possible Action*)

Mr. Jeff Wilbrecht, RTC Project Manager, addressed the Board to provide a presentation update on the project. Work has begun on the east side of Virginia Street between Holcomb Ave. and Center St., sidewalks are in place up through Arroyo and almost to Vassar. The sidewalks will be complete, except lighting, by early to mid-January. At that time, work will begin on the round-about and construction work will continue north.

He added that work is going to start at North Virginia, near the UNR portion of the project in late winter or early spring. He then discussed continuing outreach and offered to answer questions. (Presentation is available by contacting dthompson@rtcwashoe.com)

Vice Chair Jardon emphasized that businesses continue to run during construction and encouraged the public to finish up any holiday shopping in Midtown.

Chairman Lucey commended everyone involved in the project for the great job they are doing.

On motion of Vice Chair Jardon, seconded by Commissioner Delgado, which motion unanimously carried, Chairman Lucey ordered that the receipt of the report be acknowledged.

Item 9.1 thru 9.2 GENERAL ADMINISTRATION

9.1 Discussion and possible action pertaining to the recruitment process to fill the position of RTC Executive Director (*For Possible Action*)

Before this item began, Vice Chair Jardon wished to make a clarification on a previous motion for the record. She stated that in November she had made a motion that the Chair was to work with Ms. Reich to advertise for the executive director position. Her intent was not to create a subcommittee or working group at that time; the intent was to direct staff to consult with or brief the Chairman to expedite getting the process started. This Board will determine process and procedures.

Chair Lucey then introduced Ms. Angela Reich, RTC Director of Administrative Services, and Mr. Zev Kaplan, RTC's outside counsel hired to work with Ms. Reich on this process. This allows for transparency as well as confidentiality and privacy of those applying for the position, and keeps the Board out of those discussions. He added that he's had conversations with Amy Cummings prior to and following Lee Gibson's departure, and Ms. Cummings has maintained a firewall between herself and the process and she is not informed of the inner workings of the process. She has willingly accepted this while she continues in her duties as the Interim Executive Director of the RTC.

Ms. Reich then addressed the Board to provide the process options as understood by RTC Human Resources as follows:

- HR will work independently from any RTC director staff and in conjunction with outside legal counsel and confidential support staff throughout all steps of the recruitment process.
- HR will screen application materials and determine if applicants meet the minimum qualifications as outlined in the executive director job description. HR will be responsible for all communication to the candidates throughout the recruitment process.
- HR will report the total number of qualified applicants at the January 17, 2020, Board meeting.
- The following is recommended based on the number of qualified applicants:
- If there are five (5) or fewer qualified applicants, *or a different number as directed*, the Board may interview and select a finalist at the February 2020 or other Board meeting as directed.

- If there are six (6) or more qualified applicants, *or other number as directed*, HR will assemble an interview panel consisting of subject matter experts to conduct interviews and will recommend three (3) candidates to interview with the Board. The interview panel will not include any RTC staff.
- HR will update the Board throughout the process.
- The Board will interview Executive Director candidates by the identified process or other as directed and if an Executive Director is selected, the Board will provide direction on the negotiation of an employment agreement

Vice Chair Jardon asked for a recap on where the job is being posted.

Ms. Reich said it's been posted on Monster.com, Military.com and diversity job boards, as well as the RTC website (approximately 1,400 subscribers) and RTC social media. To date, on our website alone, there have been 156 people who have opened the advertisement.

Vice Chair Jardon said that the Board should interview all qualified applicants as long as it is not an enormous amount.

Chairman Lucey then provided more background about the discussions resulting in the following options provided:

- If there are five (5) or fewer qualified applicants, *or a different number as directed*, the Board may interview and select a finalist at the February 2020 or other Board meeting as directed.
- If there are six (6) or more qualified applicants, *or other number as directed*, HR will assemble an interview panel consisting of subject matter experts to conduct interviews and will recommend three (3) candidates to interview with the Board.

Commissioner Hartung agrees that all qualified applicants should be interviewed. If there is a large field of applicants, there could be an initial review with a closed ballot to narrow it down. He then asked if the job was posted on the state website.

Ms. Reich said she wasn't positive but would double check.

Mr. Kaplan then reminded the Board that whatever their decision is, the result is going to be a public meeting to consider the applicants, so at the time of agenda posting, their names and background will be public information. The potential applicants should also be made aware of that.

Chair Lucey said that is one of his concerns about the Board interviewing a large pool of applicants and they must be sensitive to all applicants' privacy as much as is possible. He then asked if it would be possible for each commissioner to meet with Ms. Reich and Mr. Kaplan individually to review the qualified applications prior to the posting of names. This would be attorney/client privileged information, no action would be taken at these briefings and no information would be given to any commissioner to take with them (as clarified by Commissioner Hartung).

Chairman Lucey then asked if it is the Board's pleasure to postpone this item to the January 17, 2020, meeting once everyone has a better understanding of the applicant pool.

Vice Chair Jardon said in order to expedite the process, staff could develop scenario type questions in advance of the next meeting.

Commissioner Hartung said that during the recent interview process held by the County, commissioners were informed that they could not force sequestration and it has to be voluntary. He added that staff provided some questions and commissioners had the ability to come up with their own questions or come up with questions during the interviews.

Mr. Kaplan suggested that he and Ms. Reich could help individual commissioners with any interview questions they are considering during the individual review of applicants.

A motion was made by Vice Chair Jardon that the discussions today be taken into consideration. The motion was seconded by Commissioner Hartung with the addendum to bring the requested information back to the next meeting. The motion carried unanimously.

9.2 Legal Issues - Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.

Legal Counsel Dale Ferguson said he had items he wished to communicate with the Board in a non-meeting before or after the February Board meeting.

Item 10 PUBLIC INPUT

Chairman Lucey opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

Ms. Sandra Pouné, local resident, is opposed to the FlexRIDE program and believes the fixed route program, specifically route 26, works just fine. She mentioned the difficulty and inconvenience of using FlexRIDE. **RTC staff met with Ms. Pouné after the meeting to make sure she understands how the system is supposed to work.

Ms. Jerrie Waymire, local resident, agreed with Ms. Pouné's comments, adding that many people depend on route 26 to take them up to the hospital. She also personally drives friends out to Spanish Springs because there is no service at all out there. **RTC staff also met with Ms. Waymire after the meeting to make sure she understands how the system is supposed to work.

There being no one else wishing to speak, the Chair closed public input.

Item 11 MEMBER ITEMS

Vice Chair Jardon suggested that the phone number be added to the flyers for FlexRIDE.

Commissioner Hartung requested an agenda item on FlexRIDE timing and what riders can expect.

Commissioner Hartung would like to have a conversation about the potential widening of Vista Blvd as it is a huge issue with his constituents.

Commissioner Hartung said O'Brien pass is dangerous but is being used by many residents to avoid freeway traffic, so would like to discuss potential options for safety improvements.

Commissioner Hartung would like to get feedback on Lemmon Valley Dr. and to keep it at the forefront.

Chairman Lucey would like a discussion on street lighting and signalization in South Reno. Specifically, Veterans Parkway near Rio Wrangler and Steamboat Parkway. There have recently been multiple accidents in those areas.

Chairman Lucey would like a topic at the transit workshop in January on legacy school zones and the safety concerns surrounding them, no matter the jurisdiction, along with pedestrian traffic safety.

Lastly, Chairman Lucey said that you can now go on the Washoe County website to find out exactly where your snowplow is. At this time it is only for Incline Village and Crystal Bay, but will be available to all higher elevations as soon as the locaters can be installed on every plow.

Vice Chair Jardon would also like an update on the widening of Evans Drive.

Mayor Smith asked if the City of Reno is any closer to changing the speed limit on Veterans Parkway (SouthEast Connector). An item will be brought back on that.

Item 12 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:41 a.m.

BOB LUCEY, Chairman
Regional Transportation Commission



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

January 17, 2020

AGENDA ITEM 3.2

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Director of Engineering



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Veterans Parkway (SEC) Speed Limit Report

RECOMMENDATION

Receive a report on the speed limit on Veterans Parkway (SEC).

SUMMARY

At the November 15, 2020, RTC Board Meeting, a presentation was provided to the Board reporting on the speed limit on Veterans Parkway (SEC). Since that time, the City of Reno has taken the lead following established procedures to finish the evaluation and is seeking RTC’s assistance on purchasing signs for any speed limit changes that might be required. The City of Reno and RTC are working together to establish the final schedule and scope for the effort of updating the speed as warranted ensuring safety as the number one priority.

The (SEC) is a regional road passing through a portion of all three jurisdictions (Reno, Sparks and Washoe County). However, a majority of the new road is within the City of Reno’s limits and all accesses south of Greg Street are under the jurisdiction of the City of Reno. This includes the signalized intersections at Pembroke, Mira Loma, and South Meadows Parkway.

The RTC does not have the authority to establish or enforce speed limits. Per NRS 266.277, the local governments are provided the authority to pass ordinances for traffic regulations. NDOT has the authority to enact speed limits on state highways.

FISCAL IMPACT

There is no RTC cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

November 15, 2019 Received a Report on the speed limit on Veterans Parkway

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

January 17, 2020

AGENDA ITEM 3.3

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: RTC Procurement Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
RTC 20-13 Vanpool Program	February 5, 2020

Request for Proposals (RFP)

There were none.

REPORT ON BID AWARDS

Per NRS 332, NRS 338 and RTC's Management Policy P-13 "Purchasing," the Executive Director has authority to negotiate and execute a contract with the lowest responsive and responsible bidder on an Invitation for Bid (IFB) without Commission approval.

There were none.

CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR'S AUTHORITY

Project	Contractor	Approval Date	Change Order or Amendment	CO/Amendment Amount	Revised Total Contract Amount
TE Spot 8 – Package 2	Stantec Consulting	12/16/19	Amendment 1	\$17,567	\$197,051
Public Works Labor Reporting Services	Trifox, LLC	12/19/19	Amendment 1	\$10,000	\$43,000

Villanova HVAC	Gardener Engineering, Inc.	December 20, 2019	Change Order 1	(\$23,625)	\$399,500
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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

January 17, 2020

AGENDA ITEM 3.4

TO: Regional Transportation Commission

FROM: Julie Masterpool, P.E.
Engineering Manager



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: RRIF Offset Agreement with Lennar Reno, LLC for the offset-eligible improvements for the construction of Wingfield Hills Road through Pioneer Meadows Planned Development

RECOMMENDATION

Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, Lennar Reno, LLC and the City of Sparks for the dedication of offset-eligible improvements for the construction of Wingfield Hills Road, a new four lane arterial roadway through Pioneer Meadows Planned Development; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

Under the RRIF Program, developers who construct or dedicate offered improvements contained in the RRIF Capital Improvement Program (CIP) will be “paid” for these contributions in RRIF Waivers. To do this, the developer must enter into a RRIF Offset Agreement that will be approved by both the RTC and the local government. The RRIF Offset Agreement specifically identifies the proposed improvements, the estimated RRIF waivers that will be earned, requirements for quality control/quality assurance and the duties and responsibilities of each party. The RRIF Offset Agreement being authorized by this action will result in an estimated \$1,540,120 in RRIF waivers being issued to Lennar Reno, LLC.

FISCAL IMPACT

No fiscal impact will result from this action. The amount of RRIF waivers to the developer will be based on Offset-Eligible Costs equal to or less than impact fees owed for all or a portion of the land uses within the Development of Record.

PREVIOUS ACTIONS BY BOARD

There has been no previous Board action or direction on this matter.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**Wingfield Hills Road
Road Improvement**

**OFFSET AGREEMENT
Offset Agreement # 513003
BETWEEN**

**THE REGIONAL TRANSPORTATION COMMISSION,
A special purpose unit of the Government**

And

**CITY OF SPARKS
a Municipal Corporation**

And

Lennar Reno, LLC

Developer of Record

For

Certain Parcels within the Pioneer Meadows Master Planned Community

North Service Area

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EXHIBITS

EXHIBIT "A" Current	Section X of the Regional Road Impact General Administrative Manual, Edition
EXHIBIT "B1"	Site Plan and Description of Development of Record
EXHIBIT "B2"	Legal Description of the Development of Record
EXHIBIT "C"	Offered Improvements
EXHIBIT "D"	Letter of Approval
EXHIBIT "E"	Developer of Record QA/QC Program RTC Special Technical Specifications for Regional Road Impact Fee Projects
EXHIBIT "F"	Standard Specifications for Public Works Construction Section 100.17 "Material and Workmanship – Warranty of Corrections"
EXHIBIT "G"	RRIF Rate Schedule as of the Date of the RRIF Offset Agreement
EXHIBIT "H"	Interim RRIF Waivers

OFFSET AGREEMENT

This Offset Agreement (“Offset Agreement”) is entered by and between the REGIONAL TRANSPORTATION COMMISSION (hereinafter designated “RTC”), a special purpose unit of Government; CITY OF SPARKS, a municipal corporation, (hereinafter designated “Local Government”); and LENNAR RENO, LLC (hereinafter designated “the Developer of Record”).

1. General

- 1.1 **Ordinance, Manual and CIP.** The City of Sparks, the City of Reno, Washoe County, and RTC have entered into an Interlocal Cooperative Agreement for the purposes of implementing the Regional Road Impact Fee (“RRIF”) Program. The Participating Local Government has passed a Regional Road Impact Fee Ordinance (“Ordinance”) to implement the RRIF. RTC and the Participating Local Government have adopted the Regional Road Impact Fees General Administrative Manual, Current Edition (“Manual”), specifying the provisions and procedures for administration of the RRIF, as well as the Regional Road Impact Fee System Capital Improvement Plan (“CIP”) Current Edition, identifying the regional streets and improvements which shall be constructed in whole or in part with funds generated from the RRIF. The terms and provisions of the Manual and the CIP are incorporated herein by reference as if fully set forth. All capitalized terms not otherwise defined herein shall have the definitions and meanings as used in the Ordinance, Manual and CIP. Amendments approved by the RTC and local governments are incorporated by reference to the same extent as if set forth in full herein.
- 1.2 **Basis for this Offset Agreement.** The parties intend this Offset Agreement to be an Offset Agreement as provided in Section X of the Manual, to provide for waivers of Regional Road Impact Fees (“RRIF Waiver”) in exchange for contributions of Offered Improvements (which may include right-of-way (“ROW”) dedication), which may then be used to offset Regional Road Impact Fees which would otherwise be chargeable to the Developer of Record’s Development of Record. Section X of the Manual contains specific provisions pertaining to RRIF Waivers and is attached hereto and incorporated herein as Exhibit “A”.
- 1.3 **Effective Date of Offset Agreement.** This Offset Agreement shall be binding and effective as of the last date of execution below.
- 1.4 **Eligibility of Offered Improvements.** The Offered Improvements have been identified by the Local RRIF Administrator as being included in the Exhibit “D” of the CIP, titled North Capital Improvement Plan.

2. **The Development of Record and Offered Improvements**

2.1 **Description of the Development of Record.** The “Development of Record” for which the RRIF Waivers shall be issued is located within the Pioneer Meadows Master Planned Community. The Developer of Record owns or is the agent for the record owners of the entire Development of Record. A site plan and narrative description of the Development of Record, including the proposed land uses and units of development is attached hereto as Exhibit “B-1”. The legal description of the Development of Record is attached as Exhibit “B-2.”

2.2 **Offered Improvements.**

2.2.1 **Description of Offered Improvements.** The Developer of Record has submitted an application shown herein as Exhibit “C” describing the specific Offered Improvements which the Developer of Record proposes to construct and/or dedicate. The Offered Improvements are generally described as a 3,100’ long segment of Wingfield Hills Road, a four-lane arterial roadway connection extending from Vista Boulevard to Pyramid Highway. The RTC RRIF Administrator and Local RRIF Administrator have approved the application, subject to the limitations set forth in the letter of approval incorporated herein as Exhibit “D”.

2.2.2 **Completion and Acceptance of Offered Improvements.** Unless extended by written consent of the RTC RRIF Administrator, all Offered Improvements, shall be commenced within 6 months of the date of the Offset Agreement, and completed in substantial conformance with approved plans within two (2) years of the date of the Offset Agreement. This Offset Agreement shall terminate and be of no further force or effect if the Offered Improvements are not commenced within one (1) year of the date of the Offset Agreement. The time for completion may be extended by written consent of the RTC RRIF Administrator and the Local RRIF Administrator one time for not more than one (1) year, upon a written request for extension submitted not less than ninety (90) days prior to expiration of the originally agreed time for completion. Additional extensions of the time for completion shall require an amendment to this Offset Agreement pursuant to Section 4.2. The Offered Improvements shall be accepted by the Local RRIF Administrator and the RTC RRIF Administrator upon correction by the Developer of Record of any identified deficiencies to the satisfaction of the Local RRIF Administrator and the RTC RRIF Administrator. Acceptance of the Offered Improvements by the Local RRIF Administrator and the RTC shall not be unreasonably withheld. Any real property

the Developer of Record proposes to offer for dedication pursuant shall be valued pursuant to the provisions of Section X.F.2.c.(2) of the Manual.

- 2.2.3 **Design and Construction Standards.** All design and construction of the Offered Improvements shall be in accordance with the latest edition of the Standard Specifications as of the date of this agreement for Public Works Construction (“Standard Specifications”), including any addenda, as adopted by the Participating Local Government and modified by the Special Technical Specifications (“STS”) as prepared by RTC and contained herein as part of Exhibit “E”. Additionally, all design and construction of Offered Improvements shall be in accordance with all policies of the RTC, including the latest version as of the date of this agreement of the following: Policy for the Street and Highway Program, RRIF CIP, and Traffic Noise Mitigation Policy Report, all incorporated herein as if fully set forth. In the case of conflicting standards, the conflict shall be brought to the immediate attention of the RTC RRIF Administrator who shall, in conjunction with the Local RRIF Administrator, resolve the discrepancy within five (5) working days.
- 2.2.4 **Quality Assurance/Quality Control (QA/QC).** In making the Offered Improvements, the Developer of Record shall institute a QA/QC Program meeting the requirements of Exhibit “E”. The Developer of Record may utilize an alternate QA/QC Program with the approval of the RTC RRIF Administrator and Local RRIF Administrator.
- 2.2.5 **Warranty.** The Developer of Record shall warrant all materials and workmanship of the Offered Improvements in accordance with the provisions of the latest edition of the Standard Specifications. The Developer of Record is directed in particular to Section 100.17 which is contained herein as Exhibit “F”.

3. **RRIF Waivers.**

- 3.1 **The Developer of Record and Development of Record.** The Developer of Record is the party to whom all RRIF Waivers earned under this Offset Agreement shall be issued. RRIF Waivers earned under this Offset Agreement may not be applied outside of the Development of Record.
- 3.2 **RRIF Waivers are Personal Assets of The Developer of Record.** The parties agree that all RRIF Waivers received pursuant to this Offset Agreement shall be the personal assets of the Developer of Record.
- 3.3 **Calculation of RRIF Waiver.** RRIF Waivers will be expressed in dollars upon the final RRIF Waiver determination pursuant to Section 3.6. RRIF Waivers may be utilized to pay

Regional Road Impact Fees which would otherwise be due for development within a Development of Record. To the extent RRIF Waivers are utilized for development of units of development and land uses in strict conformance with Exhibits "B-1" and "B-2," RRIF Waivers earned shall be applied as if a Building Permit (or Certificate of Occupancy, whichever applies) were granted for each such unit of development as of the date of this Offset Agreement, notwithstanding that actual construction of such unit of development occurs thereafter. For sake of clarity, it is the parties' intent that Regional Road Impact Fees for all future development within the Development of Record which is conducted in conformity with Exhibits "B-1" and "B-2" shall be "grandfathered in" at the RRIF rates existing as of the date of this Offset Agreement, up to the total amount identified in the Notice of RRIF Waiver. The rates existing as of the date of this Offset Agreement are attached hereto as EXHIBIT G. To the extent units of development or land uses are changed from the uses depicted in Exhibit "B-1," or the legal description of the Development of Record is modified from the description set forth in Exhibit "B-2", earned RRIF Waivers may be used within the Development of Record for such development, but the RRIF Waivers must be utilized at the then-current Regional Road Impact Fee rate as of the date of issuance of the Building Permit for each unit of development.

3.4 **RRIF Waiver Usage and Transferability.** The usage and transferability of RRIF Waivers earned under this Offset Agreement are as follows:

3.4.1 RRIF Waivers earned under this Offset Agreement may be used to pay for up to 100% of the Regional Road Impact Fees due as the result of development within the Development of Record.

3.4.2 RRIF Waivers earned under this Offset Agreement may be not be used to pay for Regional Road Impact Fees due as a result of development outside of the Development of Record.

3.4.3 RRIF Waivers earned under this Offset Agreement are transferable to a third party, provided that all RRIF Waivers earned under this Offset Agreement may only be used to pay for Regional Road Impact Fees due as a result of development within the Development of Record.

3.5 **Interim RRIF Waivers.** The Developer of Record shall be entitled to apply for and receive Interim RRIF Waivers for satisfactorily completed portions of the Offered Improvements (including Right of Way) according to the schedule at Exhibit "H". This provision shall in no way be construed as constituting acceptance in whole or part of any of the Offered Improvements. To the extent that Offered Improvements are ultimately not accepted, or if

the Developer of Record is otherwise in material default under this Offset Agreement, the Developer of Record shall pay the actual Regional Road Impact Fees which would have otherwise been due had the Developer of Record not utilized Interim RRIF Waivers.

3.6 **Final RRIF Waiver Determination.** The final determination of RRIF Waivers shall be calculated by the RTC RRIF Administrator after consultation with the Local RRIF Administrator within thirty (30) calendar days of final acceptance of the Offered Improvements by the RTC RRIF Administrator and the Local RRIF Administrator and submission by the Developer of Record of all documentation required by the RTC RRIF Administrator to make said final determination. The RTC RRIF Administrator shall issue a written instrument identifying the amount of the RRIF Waivers to the Developer of Record within three (3) working days of the earlier to occur of the following:

3.6.1 the date the appeal period of the final determination expires pursuant to Article XII of the RRIF GAM;

3.6.2 the date the Developer of Record waives in writing the appeal period, or;

3.6.3 in the event of an appeal pursuant to Article XII of the RRIF GAM, the date of a final decision on all issues on appeal.

3.7 **Expiration of RRIF Waivers.** RRIF Waivers shall not expire and may be used in perpetuity to pay Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.

4. **Miscellaneous** The parties further agree as follows:

4.1 **Governing Law: Venue.** This Offset Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Offset Agreement. Venue for any legal action arising out of this Offset Agreement shall be in Washoe County, Nevada.

4.2 **Entirety and Amendments.** This Offset Agreement embodies the entire Offset Agreement between the parties and supersedes all prior negotiations, agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, provided that nothing contained in Subsection 4.2 shall be interpreted to change, amend or modify the conditions of the Development of Record approval by the Participating Local Government. No oral statements or representations made before or after the execution of this Offset Agreement regarding the subject matter of this Offset Agreement are binding on any party, nor may any such oral statements or representations be relied on by a party.

- 4.3 **Invalid Provisions.** If any provision of this Offset Agreement is held to be illegal, invalid, unenforceable under present or future laws, such provision shall be fully severable. The Offset Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Offset Agreement. The remaining provisions of the Offset Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Offset Agreement.
- 4.4 **Parties Bound and Assignment.** The Offset Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. The Developer of Record may assign RRIF Waivers which have been calculated pursuant to Section 3.6 to a successor, provided however, that such RRIF Waivers may only be utilized to offset Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.
- 4.5 **Further Acts.** In addition to the acts recited in this Offset Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.
- 4.6 **Headings.** Headings used in this Offset Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Offset Agreement.
- 4.7 **Notice.** All notices given pursuant to this Offset Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

REGIONAL TRANSPORTATION COMMISSION
Engineering Department
Attn: Julie Masterpool, P.E.
1105 Terminal Way, Suite 108
Reno, Nevada 89502
Telephone: (775) 348-0171
Facsimile: (775) 348-0170

THE CITY OF SPARKS
Public Works
Attn: Jon Erickson, P.E.
PO Box 857
Sparks, Nevada 89432-0857
Telephone: (775) 353-2289
Facsimile: (775) 353-7874

LENNAR RENO, LLC
Attn: Dustin Barker
10345 Professional Circle, Suite 100
Reno, NV 89521
Telephone: (775) 789-3234

The persons and address to whom notices are to be given may be changed anytime by any party upon written notice to the other party. All notices given pursuant to this Offset Agreement shall be deemed given upon receipt.

- 4.8 **Receipt Defined.** For the purposes of this Offset Agreement, the term “receipt” shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.
- 4.9 **Due Authorization.** The parties agree that they have the legal authority to enter into this Offset Agreement and the undersigned officer, representative or employee represents that he or she has the authority to execute this agreement on the behalf of the party represented.
- 4.10 **Indemnification.** Developer of Record shall indemnify, defend and hold harmless the RTC and the Participating Local Government, their offices, officials, employees and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, action, attorneys, fees, or expenses of any kind (“claims”) that arise out of, or are in way related, in whole or in part to the negligence or misconduct, or acts or omissions, of the Developer of Record, its officers, agents, employees, members, volunteers, contractors and anyone else for whom it is legally liable, while performing or failing to perform Developer of Record’s duties under this Offset Agreement. Said indemnification excludes any claims to the extent caused by the negligence or willful misconduct of the RTC and /or the Participating Local Government. The Developer of Record’s obligations set forth in this Section shall expire and terminate as to any claims based on, related to, arising from or in connection with the Offered Improvements’ failure to comply with the Standard Specifications on the date of expiration of the applicable warranty period provided in Section 2.2.5 above.
- 4.11 **Termination of Offset Agreement.** This Offset Agreement may be unilaterally terminated by the RTC RRIF Administrator if twelve (12) consecutive months elapse without reasonable progress being made on the Offered Improvements. In the event of any such termination,

Interim RRIF Waivers must be immediately surrendered or repaid in accordance with Section 3.5.

4.12 **Future Development Approvals.** The Participating Local Government agrees that future development approvals for the Development of Record shall not be denied on the basis of the policy level of service being exceeded on the Offered Improvements.

In witness whereof, the parties have executed this Offset Agreement on the ____ day of January, 2020.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

APPROVED AS TO LEGAL FORM:

By: _____
Bob Lucey, Chairman

Dale Ferguson, RTC Chief Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this ____ day of _____, 20____, by Bob Lucey, Chairman of the Regional Transportation Commission.

Notary Public

**CITY OF SPARKS
A Municipal Corporation**

APPROVED AS TO LEGAL FORM:

By: _____
Ronald E Smith, Mayor

By: _____
Shirle Eiting,
Chief Assistant City Attorney

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

The above-instrument was acknowledged before me this ____ day of _____, 2020 by Ronald E. Smith, Mayor of the City of Sparks, Nevada.

Attest by City/County Clerk: _____
Lisa Hunderman, City Clerk

LENNAR RENO, LLC

By: _____

Name: _____

Its: _____

STATE OF
COUNTY OF

The above-instrument was acknowledged before me this _____ day of _____, 20____ by

Notary Public

SAMPLE

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT "A"

Section X of the Regional Road Impact General Administrative Manual, 6th Edition

SAMPLE

developed in phases, regardless of whether project approval was granted for a total or phased development, and regardless of whether traffic mitigation measures required at the time of project approval have been completed by the applicant. A "phased development" means:

- (1) A project which was approved as a phased development,
- (2) A project which received approval for a total project, which has not been totally developed pursuant to such approval at the end of a five year period starting with such approval.

C. Exemption Based on Error

Exemptions from payment of the impact fee based on error shall be subject to the provisions found in Section III.C. of this Manual.

D. Determination and Appeals

The determination of eligibility for an exemption shall be made by the RTC RRIF Administrator. If the fee payer disagrees with the findings on the RTC RRIF Administrator, the fee payer may appeal the decision (see Section XII).

X. IMPACT FEE OFFSETS REQUESTED AFTER THE 5th EDITION RRIF GAM/CIP (3/2/2015) UPDATE

A. General

1. RRIF Waivers.

- a. RRIF Waivers are Offset-Eligible Costs equal to or less than impact fees owed for all or a portion of the land uses within a Development of Record.
- b. When RRIF Waivers are approved, impact fees assessed by the Participating Local Government, will be "waived" until the fees waived within the Development of Record cumulatively equal the amount of Offset-Eligible Costs approved, as indicated in the RTC's Notice of RRIF Waiver.
- c. In the event the land uses within the Development of Record are modified greater than 10% of the land uses as identified in the Offset Agreement, RRIF Waivers will be re-evaluated at the then-current RRIF rate. Determination of a RRIF Waiver modification will be based on a comparison of the impact fees owed for the modified land uses, including any completed portions of the development, and the

impact fees owed as identified in the Offset Agreement. The Local RRIF Administrator will notify the RTC RRIF Administrator of the Development of Record modification. The RTC RRIF Administrator will issue a new Notice of RRIF Waiver with the remaining value of RRIF Waivers expressed in dollars. All remaining RRIF Waivers shall be utilized at the then-current RRIF rate as of the date of issuance of the Building Permit for each unit of development. See Exhibit I.

2. Participating Local Governments may waive impact fees otherwise owed at the time of issuance of a building permit or issuance of the Certificate of Occupancy, as the case may be, if the RTC RRIF Administrator has issued a Notice of RRIF Waiver for the Development of Record within which the building permit is sought.
3. Applications for a RRIF Waiver for the dedication or construction of Offered Improvements must be made to the RTC RRIF Administrator on a form provided by the RTC for such purposes.
4. The RTC RRIF Administrator and the RTC General Counsel are the sole officials authorized to communicate, on behalf of the RTC Board, with a person submitting an application for RRIF Waivers. Representations and communications by other officials, unless expressly authorized by the RTC RRIF Administrator, may not be relied upon for purposes of the regional road impact fee obligations, offered Offset-Eligible Improvements, or the terms of a proposed Offset Agreement. The Offset Agreement shall supersede all prior written and oral communications, regardless of source.

Any offer to dedicate or construct Offset-Eligible Improvements, pursuant to this section of the Manual and Offset Agreement, may be withdrawn at any time prior to the transfer of legal title.

B. Offset Agreement

1. With respect to improvements commenced on or before November 1, 2018, Offset Agreements must be approved prior to the start of work on any Offset-Eligible Improvement and prior to the issuance of any building permit for which RRIF Waivers are requested. With respect to improvements commenced after November 1, 2018, Offset Agreements must be approved prior to the earliest to occur of: (i) twelve (12) months from commencement of construction of the improvement, (ii) completion of work on any Offset-Eligible Improvement, and (iii) utilization of RRIF Waivers earned as a result of construction of any Offset-Eligible Improvement.
2. The RTC RRIF Administrator will issue a Notice of RRIF Waiver per the terms of a fully executed, final Offset Agreement accepting Offset-Eligible Improvements offered by the Developer of Record.

3. An Interim Notice of RRIF Waiver may be issued during phases of construction or dedication of land that provide reasonable assurance that over-crediting shall not occur
4. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under this Offset Agreement, the Developer of Record shall pay the actual Regional Road Impact Fees which would have otherwise been due had the Developer of Record not utilized Interim Waivers.

C. Procedure

1. Upon receipt of a complete Offset application, the RTC RRIF Administrator will distribute the application materials to the RTC General Counsel, other appropriate RTC staff, and the RRIF Administrator for each Participating Local Government in which the offered Offset-Eligible Improvement is located (the "affected Participating Local Government").
2. The RTC RRIF Administrator will coordinate with the RRIF Administrator for each affected Participating Local Government to insure all comments are received and given consideration prior to final action by the RTC Board of a proposed Offset Agreement.
3. After review by the RTC General Counsel, other appropriate RTC staff, and the RRIF Administrator of the affected Participating Local Governments, the RTC RRIF Administrator will prepare a staff report and Offset Agreement for consideration by the RTC Board and the Governing Bodies of each Participating Local Government in which the proposed improvements are located.
 - a. The RTC RRIF Administrator's report and Offset Agreement will establish which improvements offered by the Developer of Record qualify as Offset-Eligible Costs and the appropriate dollar amount and approved land use designations of any resulting RRIF Waivers, according to the provisions of this Manual.
 - b. Approved Offsets may not exceed the actual Offset-Eligible Costs, as described in Section X.F, below.
 - c. RRIF Waivers shall be expressed in dollars and by the amounts of Regional Road Impact Fees to be waived in terms of land uses using the Impact Fee Schedule, in effect as of the date of approval for the Offset Agreement.
 - d. If the RTC RRIF Administrator determines that cost estimates submitted by the Developer of Record are either unreliable or inaccurate, the final determination of the amount of the RRIF Waiver shall be made by the RTC RRIF Administrator based upon

reasonable engineering criteria, construction costs estimates, property appraisals, or other professionally-accepted means of determining the value of the Offered Improvements.

4. Based on the report of the RTC RRIF Administrator, the provisions of this Manual, the Capital Improvements Plan, available funds for RTC projects, and other relevant factors, the RTC Board and the Governing Bodies of the affected Participating Local Governments will make a final decision whether to accept, reject, or to propose amendments to the Offset Agreement proposed by the Developer of Record, in exchange for RRIF Waivers
5. Once a final decision has been made by the RTC Board and the Governing Bodies of the affected Participating Local Governments, the RTC RRIF Administrator will send by registered mail a copy or copies of the approved Offset Agreement for the final consent and signature of the Developer of Record. The final Agreement will be deemed to have been received by the Developer of Record three (3) days after mailing by the RTC RRIF Administrator.
6. The Developer of Record must sign, date, and return the approved Offset Agreement indicating his or her consent to the terms therein within thirty (30) days of receiving the approved Offset Agreement from the RTC RRIF Administrator. If the RTC RRIF Administrator does not receive the signed agreement within thirty days, the application for Offsets and offered improvements will be deemed withdrawn.
7. Unless an executed Offset Agreement expressly provides otherwise, i.e. as for provisions for Interim RRIF Waivers, no RRIF Waivers will be made until all Offset-Eligible Improvements have been completed and, if applicable, dedicated to the RTC or Participating Local Government as provided in the Offset Agreement.
8. Land dedications accepted as an Offset-Eligible Improvement must be accompanied by the following documentation prior to issuance of a Notice of RRIF Waiver being issued, as provided below:
 - a. The delivery to the appropriate governmental body of an irrevocable offer of dedication, with sufficient funds to pay all costs of transfer of title including recording.
 - b. The escrow of taxes for the current year or the payment of said taxes for the year.
 - c. The issuance of a title insurance policy subsequent to recording of the deed and escrow of taxes.
9. Unless expressly provided, or otherwise included in an executed Offset

Agreement, it is the responsibility of the Developer of Record to submit sufficient documentation to the RTC RRIF Administrator to establish that the terms of the Offset Agreement have been met and that RRIF Waivers are to be made.

10. Once the RTC RRIF Administrator has made such a determination, he or she will issue a Notice of RRIF Waiver to the affected Participating Local Governments.

D. Application for RRIF Waivers

1. Generally.

a. An offer to construct or dedicate Offset-Eligible Improvements may be made by submitting an Application for Impact Fee Offsets to the RTC RRIF Administrator. The application must contain the information and documentation required by this section of the Manual and sufficiently identify and describe the offered CIP improvements, which otherwise would have been built by the RTC with collected Regional Road Impact Fees.

b. After review and recommendations are made by the RTC RRIF Administrator and the affected Participating Local Government RRIF Administrators, the RTC RRIF Administrator will forward a draft Offset Agreement, application, and staff report to the RTC Board and the Governing Bodies of the Participating Local Governments for a final decision, in accordance with Section X.C, above.

2. Contents and required documentation of Offset Application. Each application for an Offset Agreement must contain the following:

a. The name of the Developer of Record offering to make Offset-Eligible Improvements and requesting RRIF Waivers, as provided in this Manual.

b. The contribution, payment, construction, or land dedication which will constitute the Offered Improvements and the legal description or other adequate description of the project or development, referred to and the Development of Record, to which the Offered Improvements are related.

c. The name, address, phone number, fax number, email address and a contact person of the Developer of Record for which Offsets are proposed.

d. The name, Local Government File Number, and three copies of the site plan of the Development of Record for which Offsets are proposed.

- e. List of approved land uses and the estimated impact fees for those uses within the Development of Record for which RRIF Waivers are requested.
- f. Name, address, phone number, fax number, email address and contact person of the Engineer of Record.
- g. The proposed plans and specifications for the specific construction prepared and certified by a duly qualified engineer, registered and licensed in the State of Nevada.
- h. When a Developer of Record offers to dedicate right-of-way contained in the RRIF CIP, he or she shall present:
 - (1) Preliminary Title Report.
 - (2) Copy of Dedication Map containing proposed dedication.
 - (3) Documentation sufficient to establish the applicant's opinion of value of property to be offered for dedication, as provided in Section X.F.2.c.(2).
- i. Sufficient documentation to verify the actual costs of Offered Improvements, in accordance with Section (F)(2), below.

E. Offset Agreement Requirements.

- 1. No dedication or construction project may be accepted in exchange for RRIF Waiver except pursuant to an executed Offset Agreement between the RTC, the Participating Local Governments and the provider of the dedication or construction, which must include the following:
 - a. The projected costs for the proposed Offered Improvements, based on the valuation provisions of Section X.F.2, below, including provisions for verifying costs and facilitating changes in costs or plans.
 - b. The time by which the construction of the Offered Improvements shall be paid, completed, or dedicated and any provisions for extensions thereof.
 - c. The proposed amount in dollars and land uses of RRIF Waivers to be approved, based on the estimated costs of Offered Improvements.
 - d. The terms and conditions that must be met before the RTC RRIF Administrator will issue a Notice of RRIF Waiver to an affected Participating Local Government authorizing the waiver of Regional Road Impact Fees, in accordance with the provisions of this Manual.

- e. The parties' acknowledgement that RRIF Waivers shall be limited for use for the payment of impact fees associated with the Development of Record listed in the Offset Agreement. RRIF Waivers shall not expire.
 - f. RRIF Waivers shall be assigned to offset the impact fees within the Development of Record pursuant to the Offset Agreement.
 - g. If the designated land uses for the Development of Record identified in the Offset Agreement change, the remaining waivers shall be re-assessed as outlined in the provisions in Section X.A.1.c
 - h. A provision requiring that all Offset-Eligible Improvements accepted will be in accordance with RTC requirements and standards.
 - i. Any labor, work safety, prevailing wage, or other applicable laws or regulations with which the Developer of Record must comply; and
 - j. such other terms and conditions agreed to by the parties.
2. Any changes to an Offset Agreement approved by the RTC Board, other than those addressed in Section X.F.2. below, will require an amendment to the Offset Agreement using the same procedure as its original adoption.

F. Calculation of Offsets.

1. Eligibility.

- a. RRIF Waivers may be approved only for Offset-Eligible Costs, as defined in this Manual, which are limited to the costs the RTC otherwise would have incurred for non-Site-Related Improvements in the CIP, also as defined in this Manual. Among the types of roadway improvements not considered Offset-eligible are site-related Improvements, local and/or private streets, improvements which are compensated for by a governmental body.
- b. RRIF Waivers may be given only pursuant to a valid Offset Agreement, executed according to the provisions of this Manual.
- c. All Offset-Eligible Costs are available for RRIF Waivers only if associated with Offset-Eligible Improvements that meet design standards approved by the RTC, but only to the extent such costs don't exceed the scope of the project as planned by the RTC in the CIP or as described in the applicable Offset Agreement.

2. Valuation.

- a. RRIF Waivers approved by the RTC, pursuant to the terms of an executed Offset Agreement, will be based on and may not exceed

verified costs of the dedication or construction of Offset-Eligible Improvements offered by the Developer of Record and accepted by the RTC.

b. The RTC will not approve RRIF Waivers in excess of the Regional Road Impact Fees owed for a Development of Record as of the date of the applicable Offset Agreement.

c. If the actual verified costs are used, the RRIF Waiver shall be calculated as follows:

(1) Construction of Facilities and Provision of Equipment. The RRIF Waiver may not exceed the actual cost of construction or equipment, as evidenced by receipts and other sufficient documentation provided by the developer of the public facility and

verified by the RTC RRIF Administrator. Actual costs shall be based on local information for similar improvements; may include the cost of construction, planning feasibility, alignment studies, plan-line studies, preliminary engineering, relevant geotechnical, environmental and cultural resource studies, permitting, the cost of all lands, property, rights, easements, and franchises acquired, construction financing charges, plans and specifications, surveys, engineering and legal services, construction inspection and testing, and all other expenses necessary or incident to determining the feasibility or practicability of such construction.

(2) Dedication of Land.

(a) If the land in question is subject to a valid agreement, zoning approval or development approval, which established a valuation or prescribes a method of valuation, the agreement, zoning approval or development approval shall control.

(b) If the dedication is made pursuant to a condition of discretionary zoning or development approval, the value of the land shall be determined as of the date immediately preceding the discretionary development approval. The value shall be based upon the condition of the property and the regulatory zoning in place immediately prior to the discretionary approval

(c) Valuation shall be based on the fair market value of the land upon execution of the Offset Agreement by the Developer of Record or final approval of the proposed Offset Agreement by the RTC Board or Governing Bodies of the affected Participating Local Government, whichever is earlier.

- d. All changes in the estimate of Offset-Eligible Costs or to the approved plans and specifications (prior to or after execution of an Offset Agreement), shall require approval of the RTC RRIF Administrator. The applicant shall provide the RTC RRIF Administrator copies of all contracts or agreements made for design services, construction, or engineering during construction within fifteen (15) days after their execution.

XI. UNEXPIRED CREDITS APPROVED PRIOR TO THE 5th EDITION RRIF GAM/CIP (3/2/2015)

- A. Applicability. This section applies to Capital Contribution Front-Ending Agreements (CCFEAs) entered into prior to the Effective Date and to CCFEA Credits issued pursuant to such CCFEAs.
- B. Intent. It is the intent of the RTC Board, and affected Participating Local Governments, to carry forward the policies and understanding in place when CCFEAs were entered into, prior to the changes to the adoption of the 5th Edition RRIF GAM/CIP. Therefore, to the extent possible and practical, outstanding Credits may be used or transferred as provided prior to adoption of the 5th Edition RRIF GAM/CIP, as provided in this section of the Manual and in accordance with the terms of valid, unexpired CCFEAs.
- C. CCFEA Credit Usage.
 1. The transferability and usage of CCFEA Credits issued pursuant to a valid, unexpired CCFEA are as follows:
 - a. Credits may be used by the Developer of Record to pay for up to 100% of the Regional Road Impact Fees on any traffic generating development of land included in the Development of Record.
 - b. Credits may be used by the Developer of Record to pay for up to 100% of the Regional Road Impact Fees on any traffic generating development of the Developer of Record within the same CCFEA Credit Benefit District as the Development of Record.
 - c. CCFEA Credits are transferable to a third party. To transfer credits, the current credit holder of CCFEA Credits will notify RTC through the RRIF Automation program the amount of VMT's to be transferred and the name and contact information of the third party. CCFEA Credits will be subtracted from the current CCFEA Credit holder's account and transferred to a new automation account in the name of the third party.

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT "B1"
Site Plan and Description of Development of Record

SAMPLE



WOOD RODGERS

Project Description

The Development of Record is a portion of the Pioneer Meadows Master Planned Community, specifically villages 5, 6, 10 and the northwest business park. The development is located in North Sparks within the Spanish Springs Valley. It is bordered on the east side by Wingfield Springs, on the north side by Stonebrook, on the west side by Kiley Ranch and the Washoe County Regional Park and on the south side by Vista Boulevard. Pioneer Meadows and Wingfield Springs are separated on the eastern border by a minimum width 140' wide open channel regional drainage facility that services the region. The development of record will include a business park and single-family homes.

Offsite improvements include the construction of a 3,100' long segment of Wingfield Hills Road, a four-lane arterial roadway connection extending from Vista Boulevard to Pyramid Highway. The roadway will include two travel lanes and a bike lane in each direction separated by a raised median. Curb, gutter and sidewalk will line the outside of the roadway. The typical right of way width will vary from 98' to 120' in width.

A portion of the Wingfield Hills roadway improvements are being recommended for the Washoe Regional Transportation Commission's Regional Road Impact Fee Offsets.

Developer of Record

Name: Lennar Reno, LLC

Lennar Reno, LLC will also serve as the agent for DBJ Holdings, LLC; BB Investment Holdings, LLC; BPHI, LLC with respect to RRIF waivers

Address: 10345 Professional Circle, Suite 100 Reno, NV 89521

Phone No.: (775) 789-3234

Contact Person: Dustin Barker

Email: Dustin.Barker@Lennar.com

Development of Record

Name: Pioneer Meadows Master Planned Community Villages 5, 6, 10 and the northwest Business Park
Local Government Agency File No.: SBLD18-20526

Engineer of Record

Name: Wood Rodgers, Inc.

Address: 1361 Corporate Blvd. Reno, NV 89502

Phone No.: (775) 823-4068

Fax No.: (775) 823-4066

Contact Person: Carey Chism

Email: cchisum@WoodRodgers.com

List of Approved Land Uses:

The property is zoned for Planned Development. The land use in villages 5, 6 and 10 will include single family residential and the northwest business park will include General Light Industrial, Manufacturing, Warehouse, Mini-warehouse, Lodging, Nursing Home, Hospital, Medical Office and Office and Other Services.

OVERALL SITE PLAN

PIONEER MEADOWS

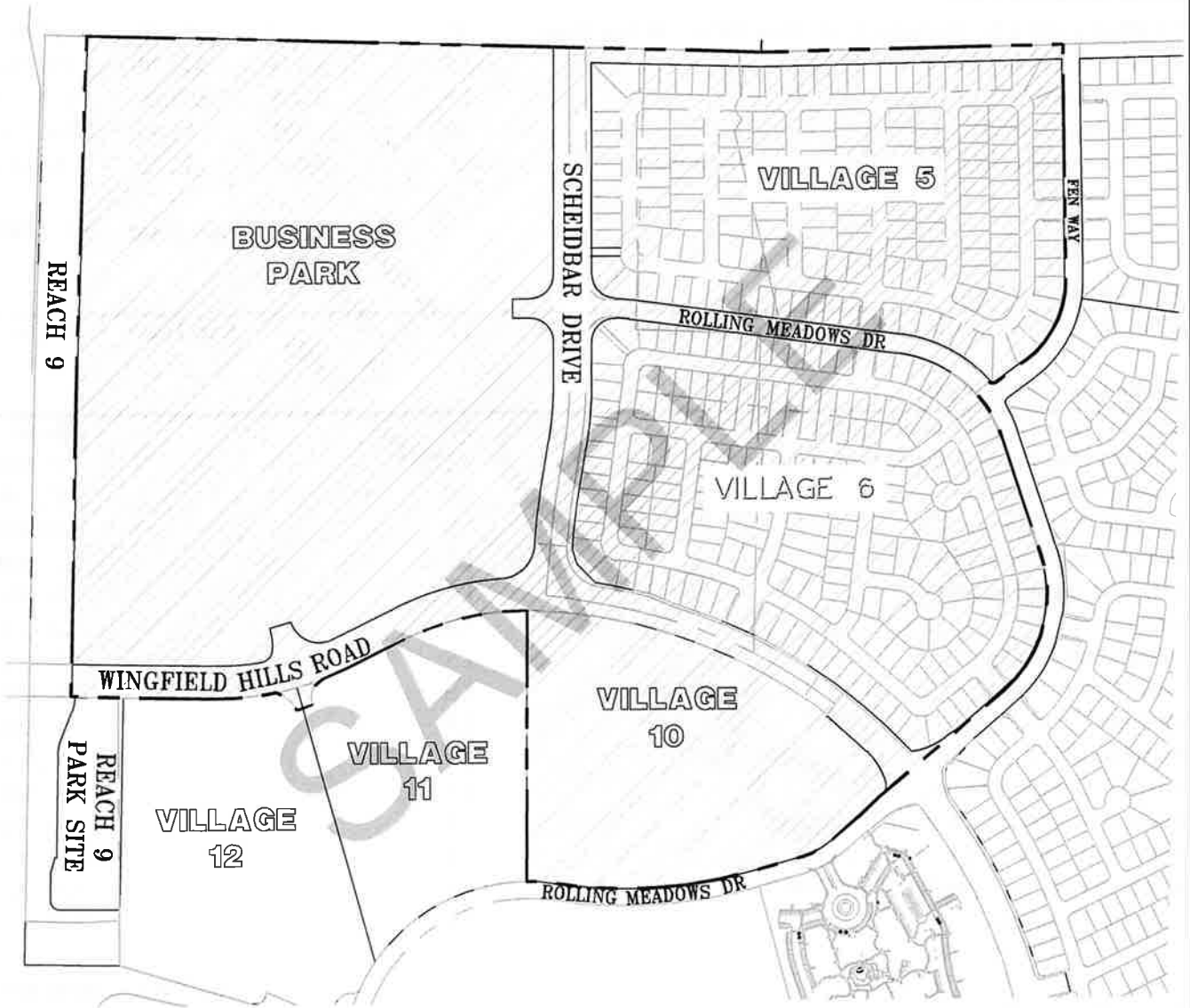
LENNAR RENO, LLC

SPARKS, NEVADA

DECEMBER, 2019



N.T.S.



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1981 Corporate Blvd Tel 775.823.4066
Reno, NV 89502 Fax 775.823.4066

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

The Wingfield Hills Drive eastern segment, total construction and engineering costs are summarized in Table 1 below:

**Table 1
Wingfield Hills Drive
RRIF Offset Eligible Summary**

Item	Unit	Quantity	Unit Cost	Total
Eligible Roadway Costs				
6" Asphalt Cement Surfacing with 12" Type II Class B Agg. Base	SF	72,118	\$5.20	\$375,013.60
24" Type 1 Curb and Gutter with 6"AB	LF	3,278	\$17.70	\$58,020.60
6" Median Curb W/ 6" AB	LF	3,278	\$12.85	\$42,122.30
5' Sidewalk with 6" AB	SF	16,391	\$5.90	\$96,706.90
Pavement Striping (1) 4" Broken White Line Each Way	LF	6,556	\$0.25	\$1,639.00
			Sub Total	\$573,502.40
Eligible Drainage Costs				
Additional lanes contribute 2.4% towards the cost of Storm Drains	LS		Sub Total	\$13,817.00
Eligible Engineering Costs				
Wingfield Hills Drive Dedication Map	LS			\$4,000.00
Wingfield Hills Drive Dedication Map Processing	LS			\$1,000.00
Roadway Monumentation	LS			\$2,000.00
Technical Drainage Study	LS			\$4,000.00
Roadway Improvement Plans	LS			\$22,800.00
Exhibits & Legal Description	LS			\$1,000.00
Reimbursables	LS			\$1,000.00
Update Traffic Study	LS			\$12,900.00
County/City Meetings	LS			\$2,000.00
Additional Traffic Study	LS			\$9,800.00
Geotechnical Investigation	LS			\$2,000.00
Update Topographic Survey	LS			\$5,000.00
Prepare RTC Offset Agreement Package	LS			\$8,500.00
Process RTC Offset Agreement Package	LS			\$2,000.00
Survey Services for Wingfield Hills Drive	LS			\$26,500.00
Testing and Inspection	LS			\$49,100.00
			Sub Total	\$153,600.00
Eligible Right of Way Costs				
				Right of Way attributed to additional lanes = 2.22 acres
				Value of Land = \$360,000/Acre
				Total Eligible R/W Costs \$360,000 * 2.22 acre
			Sub Total	\$799,200
Total Estimated Value of RRIF Eligible Offsets				\$1,540,119.40

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

The RRIF's for planned residential development in villages 5, 6 and 10 are summarized in Table 2A below.

Table 2A

Summary of Future Residential Development						
Village	Phase	Number of Units	Unit	Land Use	Fee per Unit	Total Fee's
Village 5	Overall	161	Dwelling	Single Family	\$4,820.27	\$776,063.47
Village 6	Phase 1A	19	Dwelling	Single Family	\$4,820.27	\$91,585.13
Village 6	Phase 1B	2	Dwelling	Single Family	\$4,820.27	\$9,640.54
Village 6	Phase 2	73	Dwelling	Single Family	\$4,820.27	\$351,879.71
Village 6	Phase 3	58	Dwelling	Single Family	\$4,820.27	\$279,575.66
Village 6	Parksite	10	Dwelling	Single Family	\$4,820.27	\$48,202.70
Village 10	Phase 1	88	Dwelling	Single Family	\$4,820.27	\$424,183.76
Village 10	Phase 2	52	Dwelling	Single Family	\$4,820.27	\$250,654.04
Sub Total						\$2,231,785.01

Development of the business park has not yet occurred and is still in the planning stages. The eligible land uses on the 86.2 acres include General Light Industrial, Manufacturing, Warehouse, Mini-warehouse, Lodging, Nursing Home, Hospital, Medical Office and Office and Other Services. Half of the 86.2 acres will be developed GFA. For estimating purposes only, the available GFA area was distributed evenly to each of the land uses to determine a rough order of magnitude of the potential fees the business park may generate and are shown in Table 2B below.

Table 2B

Summary of Future Business Park Development				
Land Use	Unit	Estimated # of Units	Fee Per Unit	Total Fee's
General Light Industrial	1,000 GFA	25.3	\$1,619.59	\$40,975.63
Manufacturing	1,000 GFA	25.3	\$1,282.84	\$32,455.85
Warehouse	1,000 GFA	25.3	\$567.66	\$14,361.80
Mini Warehouse	1,000 GFA	25.3	\$493.89	\$12,495.42
Lodging	1,000 GFA	25.3	\$1,093.62	\$27,668.59
Nursing Home	1,000 GFA	25.3	\$2,168.00	\$54,850.40
Hospital	1,000 GFA	25.3	\$3,502.15	\$88,604.40
Medical Office	1,000 GFA	25.3	\$11,365.96	\$287,558.79
Office and Other Services	1,000 GFA	25.3	\$3,181.44	\$80,490.43
Sub Total				\$639,461.30

Grand Total \$2,871,246.31

The total value of RRIF's generated by villages 5, 6, 10 and the business park are estimated to be \$2,871,246.31.

DESIGNATION OF AUTHORIZED AGENT

Each of the undersigned hereby designate Lennar Reno, LLC, a Nevada limited liability company (“Lennar”), to act as its authorized agent for the purpose of allowing Lennar to act as “Developer of Record” as that term is defined and used in the Regional Road Impact Fee System, General Administrative Manual. Lennar shall act as Developer of Record for the undersigned with respect to real property owned by the undersigned and which is identified in that certain Wingfield Hills Road - Road Improvement Offset Agreement #513003, between the Regional Transportation Commission, a special purpose unit of government, the City of Sparks, a municipal corporation, and Lennar.

Dated this ____ day of December, 2019.

DBJ HOLDINGS, LLC,
a Nevada limited liability company

By its Manager:

Pioneer Meadows Investments, LLC,
a Nevada limited liability company

By its Manager:

Lennar Reno, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

BB INVESTMENT HOLDINGS, LLC,
a Nevada limited liability company

By its Manager:

Pioneer Meadows Investments, LLC,
a Nevada limited liability company

By its Manager:

Lennar Reno, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

BPH I, LLC
a Nevada limited liability Company

By its Manager:

Pioneer Meadows Development, LLC,
a Nevada limited liability company

By its Manager:

Lennar Reno, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT "B2"

Legal Description of the Development of Record

SAMPLE

**EXHIBIT A
LEGAL DESCRIPTION FOR
LENNAR RENO, LLC**

All that certain real property situate within portions of Section Eleven (11), Township 20 North, Range 20 East, Mount Diablo Meridian, City of Sparks, County of Washoe, Nevada, being more particularly described as follows:

BEGINNING at the Northeast corner of Parcel 4 as shown on Subdivision Tract Map No. 5314 recorded March 5, 2019 as File No. 4892002 in the Official Records of Washoe County, Nevada, being the Northwest corner of Fen Way as shown on Dedication Tract Map No. 4539 recorded September 6, 2005 as File No. 3272781 in the Official Records of Washoe County, Nevada;

THENCE departing said common corner and along the East boundary of said Subdivision Tract Map No. 4539 and the westerly right-of-way of Fen Way the following four (4) courses:

- 1) South $00^{\circ}36'37''$ East, 862.24 feet to the beginning of a tangent curve to the left;
- 2) 351.34 feet along the arc of a 369.00 foot radius curve through a central angle of $54^{\circ}33'15''$;
- 3) South $53^{\circ}56'38''$ West, 135.46 feet to the beginning of a tangent curve to the left;
- 4) 29.40 feet along the arc of a 20.00 foot radius curve through a central angle of $84^{\circ}13'08''$ to the northerly right-of-way of Rolling Meadows Drive per said Dedication Tract Map No. 4539;

THENCE continuing along said easterly boundary of said Subdivision Tract Map No. 4539 and said northerly right-of-way of Rolling Meadows Drive, South $48^{\circ}09'46''$ West, 62.00 feet to the Northwest corner of said Rolling Meadows Drive, being the beginning of a non-tangent curve to the right;

THENCE departing said Northwest corner and along the westerly right-of-way of Rolling Meadows Drive and said easterly boundary of Subdivision Tract Map No. 4539, from a tangent which bears South $41^{\circ}40'14''$ East, 192.98 feet along the arc of a 469.00 foot radius curve through a central angle of $23^{\circ}34'32''$;

THENCE continuing along said easterly boundary of said Subdivision Tract Map No. 4539 and said westerly right-of-way of Rolling Meadows Drive per Dedication Tract Map No. 4539 and Dedication Tract Map No. 4328 recorded March 31, 2004 as File No. 3015003 in the Official Records of Washoe County, Nevada, South $18^{\circ}15'41''$ East, 453.23 feet to the beginning of a tangent curve to the right;

THENCE continuing along said westerly right-of-way of Rolling Meadows Drive per Dedication Tract Map No. 4328 and along said easterly boundaries of said Subdivision Tract Map No. 4539 and Subdivision Tract Map No. 5018 recorded June 22, 2012 as File No. 4124345, 553.50 feet along the arc of a 469.00 foot radius curve through a central angle of $67^{\circ}37'08''$;

THENCE continuing along said westerly right-of-way and said easterly boundary of Subdivision Tract Map No. 5018, South $49^{\circ}21'27''$ West, 218.18 feet;

THENCE departing said common boundary, South $50^{\circ}06'58''$ West, 365.94 feet to the northerly right-of-way of Rolling Meadows Drive as shown on said Dedication Tract Map No. 4328 and the southerly boundary of Subdivision Tract Map No. 5202 recorded May 3, 2017 as File No. 4701308 in the Official Records of Washoe County, Nevada;

THENCE along said northerly right-of-way and said southerly boundary the following seven (7) courses:

- 1) South $49^{\circ}21'27''$ West, 18.44 feet;
- 2) South $46^{\circ}46'12''$ West, 107.32 feet;
- 3) South $49^{\circ}21'27''$ West, 141.04 feet to the beginning of a tangent curve to the right;
- 4) 117.54 feet along the arc of a 269.00 foot radius curve through a central angle of $25^{\circ}02'07''$;
- 5) South $74^{\circ}23'34''$ West, 199.36 feet to the beginning of a tangent curve to the right;
- 6) 724.85 feet along the arc of a 1682.00 foot radius curve through a central angle of $24^{\circ}41'29''$ to the beginning of a reverse curve;
- 7) 110.27 feet along the arc of a 683.00 foot radius curve through a central angle of $09^{\circ}15'01''$ to the Southwest corner of said Subdivision Tract Map No. 5202;

THENCE departing said northerly right-of-way and said Southwest corner and along the West boundary of said Subdivision Tract Map No. 5202, North $00^{\circ}19'24''$ East, 1001.04 feet to the Northwest corner of said Subdivision Tract Map No. 5202, being on the South right-of-way of Wingfield Hills Road as shown on Dedication Tract Map No. 5309 recorded January 23, 2019 as File No. 4882710 in the Official Records of Washoe County, Nevada, being the beginning of a non-tangent curve to the left;

THENCE departing said Northwest corner and along said South right-of-way of Wingfield Hills Drive the following thirteen (13) courses:

- 1) from a tangent which bears, South $89^{\circ}40'36''$ West, 460.37 feet along the arc of a 1000.00 foot radius curve through a central angle of $26^{\circ}22'37''$;
- 2) South $63^{\circ}56'47''$ West, 249.63 feet to the beginning of a tangent curve to the right;
- 3) 86.86 feet along the arc of a 1060.00 foot radius curve through a central angle of $04^{\circ}41'42''$ to the beginning of a non-tangent curve to the left;
- 4) from a tangent which bears South $56^{\circ}44'21''$ West, 14.96 feet along the arc of a 1764.50 foot radius curve through a central angle of $00^{\circ}29'09''$ to the beginning of a compound curve;
- 5) 32.88 feet along the arc of a 137.50 foot radius curve through a central angle of $13^{\circ}42'00''$ to the beginning of a compound curve;
- 6) 3.54 feet along the arc of a 12.50 foot radius curve through a central angle of $16^{\circ}14'50''$ to the beginning of a compound curve;
- 7) 61.94 feet along the arc of a 77.50 foot radius curve through a central angle of $45^{\circ}47'22''$;
- 8) South $19^{\circ}29'00''$ East, 3.59 feet;
- 9) South $70^{\circ}31'00''$ West, 62.26 feet to the beginning of a non-tangent curve to the left;

- 10) from a tangent which bears North 29°03'39" West, 78.32 feet along the arc of a 137.50 foot radius curve through a central angle of 32°38'15";
- 11) North 61°41'53" West, 22.94 feet to the beginning of a non-tangent curve to the right;
- 12) from a tangent which bears South 78°33'05" West, 235.27 feet along the arc of a 1060.00 foot radius curve through a central angle of 12°43'01";
- 13) North 88°43'55" West, 524.76 feet;

THENCE departing said South right-of-way, North 01°16'24" East;

THENCE North 02°01'00" East, 1309.46 feet to the North line of said Section 11 and the North boundary of Parcel B-1 per said Dedication Tract Map No. 5309;

THENCE along said North section line and said North boundary of Parcel B-1 and the North boundary of said Parcel 4 per Subdivision Tract Map No. 5314, South 88°14'14" East, 2484.33 feet to the North 1/4 corner of said Section 11;

THENCE departing said North 1/4 corner and continuing along said North section line and said North boundary of Parcel 4, North 88°51'15" East, 1118.27 feet to the aforementioned Northwest corner of said Parcel 4 and the **POINT OF BEGINNING**.

Containing 213.35 acres of land more or less.

The basis of bearings for this description is identical to said Subdivision Tract Map No. 5314.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502

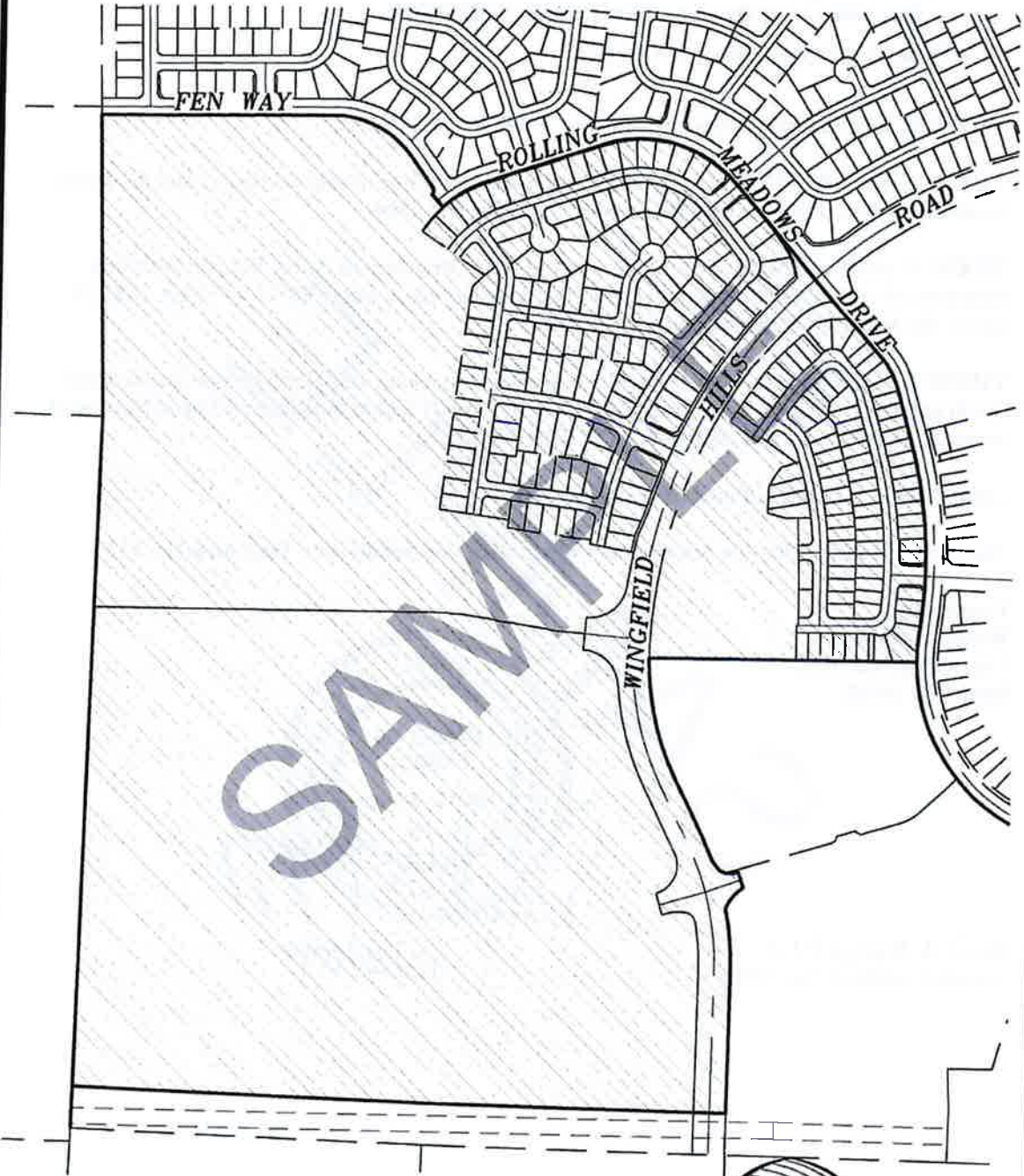


Daniel A. Bigrigg, P.L.S
Nevada Certificate No. 19716

12/20/2019

EXHIBIT "A-1"
PLAT TO ACCOMPANY LEGAL
DESCRIPTION

LENNAR RENO, LLC
PORTIONS OF SECTION 11,
T. 20 N., R. 20 E., MDM
SPARKS WASHOE COUNTY NEVADA



SCALE 1" = 600'



WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING

1361 Corporate Blvd.
Reno, NV 89502

Tel 775.823.4068
Fax 775.823.4066

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT "C"
Offered Improvements

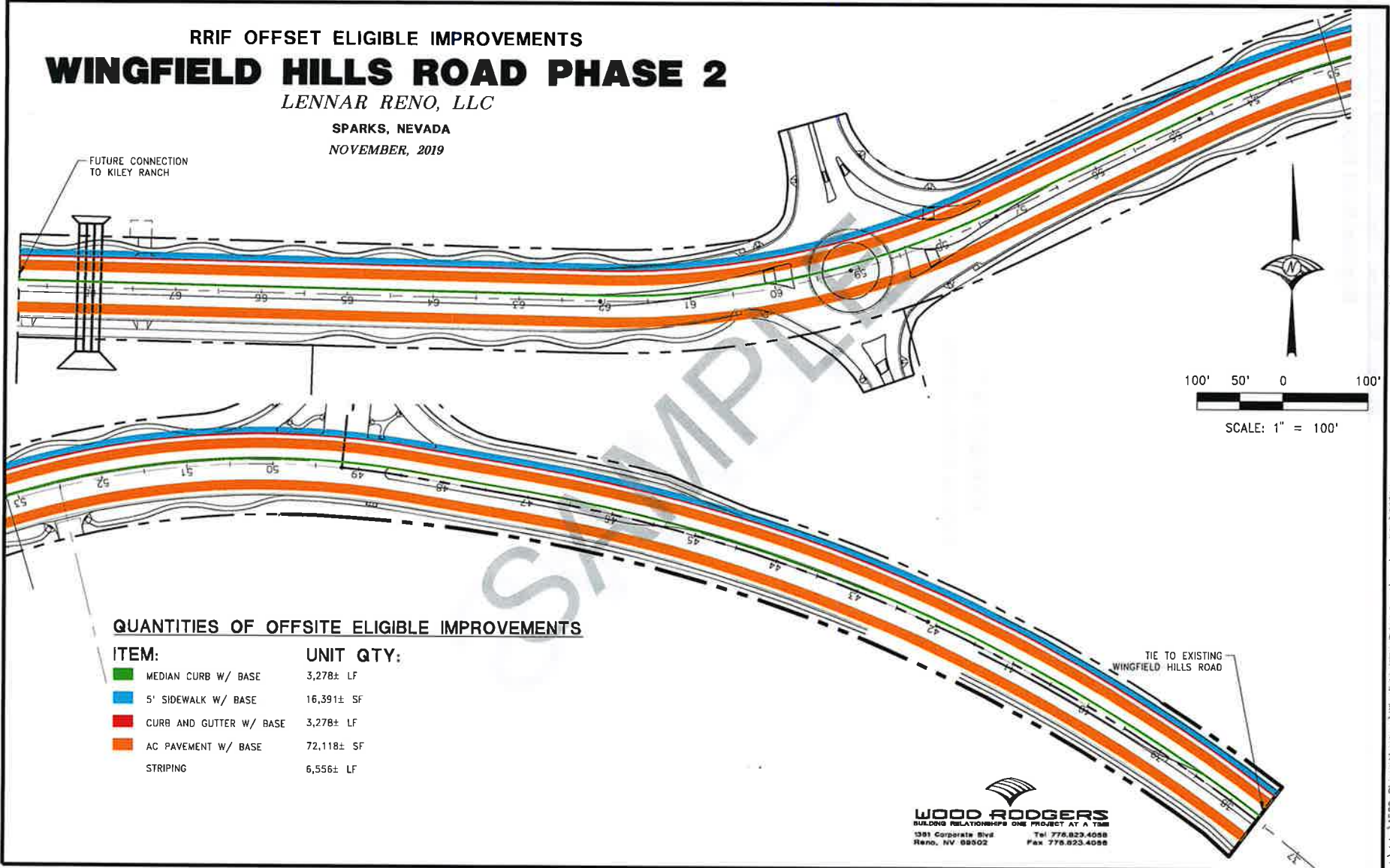
SAMPLE

RRIF OFFSET ELIGIBLE IMPROVEMENTS WINGFIELD HILLS ROAD PHASE 2

LENNAR RENO, LLC

SPARKS, NEVADA

NOVEMBER, 2019



QUANTITIES OF OFFSITE ELIGIBLE IMPROVEMENTS

ITEM:	UNIT	QTY:
MEDIAN CURB W/ BASE	LF	3,278±
5' SIDEWALK W/ BASE	SF	16,391±
CURB AND GUTTER W/ BASE	LF	3,278±
AC PAVEMENT W/ BASE	SF	72,118±
STRIPING	LF	6,556±

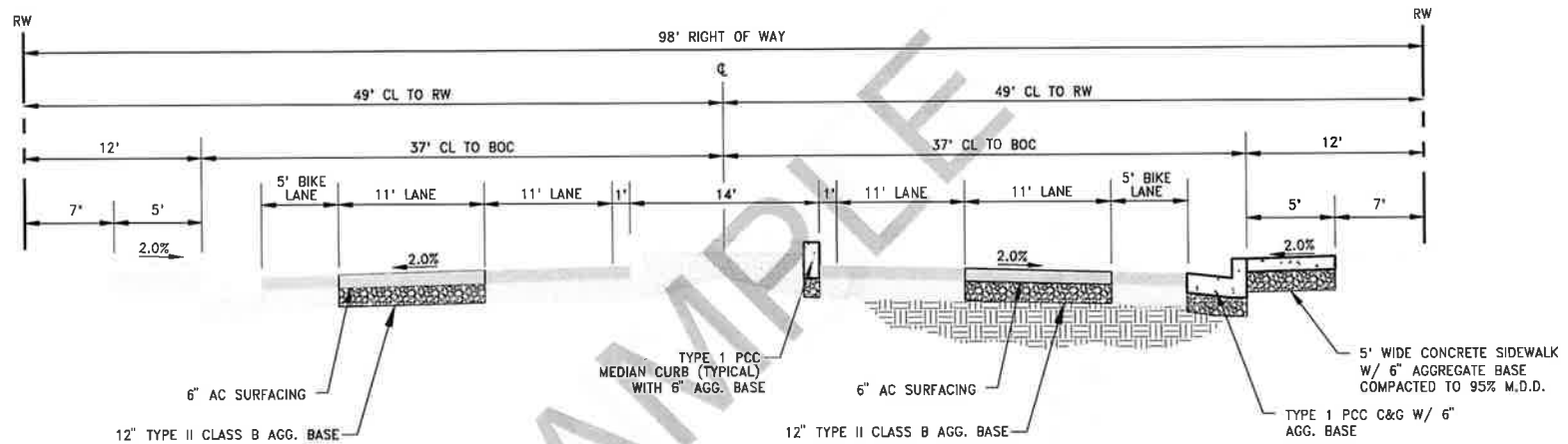
WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1381 Corporate Blvd Reno, NV 89502 Tel: 775.823.4088 Fax: 775.823.4088

WINGFIELD HILLS ROAD PHASE 2

LENNAR RENO, LLC

SPARKS, NEVADA

NOVEMBER, 2019



WINGFIELD HILLS ROAD

NOT TO SCALE

RTC OFFSET ELIGIBLE IMPROVEMENTS:

THE TOTAL CENTERLINE LENGTH OF THE WINGFIELD HILLS ROAD PHASE 2 IMPROVEMENTS IS 3122', THE FOLLOWING DESCRIBES THE RTC CREDIBLE IMPROVEMENTS (SHOWN ABOVE).

- ONE 11' LANE, EACH SIDE OF ROADWAY
- ONE SIDE OF MEDIAN CURB W/BASE
- ONE SIDE OF CURB AND GUTTER W/BASE
- ONE SIDE OF SIDEWALK W/BASE
- ADDITIONAL ROW WIDTH: 22'
- STORM DRAIN PERCENTAGE OF TOTAL
- SIGNAGE/STRIPING



WOOD ROGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1381 Corporate Blvd Reno, NV 89502 Tel 775.829.4088 Fax 775.823.4066

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT "D"
Letter of Approval

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

November 7, 2019

Dustin Barker
Pioneer Meadows Development LLC
10315 Professional Circle, Suite 110
Reno, NV 86521

Subject: Letter of Approval for Regional Road Impact Fee Waivers

Dear Dustin,

The Regional Road Impact Fee (RRIF) Administrators for the RTC and the City of Sparks have reviewed and approved your application to receive RRIF waivers for the construction of Wingfield Hills Road, a new 4 lane regional roadway. A RRIF Offset Agreement for this work is being prepared and will be forwarded to the RTC Board and the City of Sparks with a recommendation for approval. Upon approval and execution of the Offset Agreement by these bodies, the agreement will be forwarded to the Developer of Record for signature.

Please feel free to contact Julie Masterpool, Engineering Manager for the RTC, at (775) 335-1897 should you have any questions regarding this subject.

Sincerely,

**REGIONAL TRANSPORTATION COMMISSION
RRIF ADMINISTRATOR**

Brian Stewart, P.E.
Engineering Director

**CITY OF SPARKS
RRIF ADMINISTRATOR**

Jon Ericson, P.E., PTOE
City of Sparks RRIF Administrator

BS/JDM

Cc: Carey Chism, Wood Rodgers
Jeff Hale, Wood Rodgers

File: RRIF Offset Agreement # 313003

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT "E"
Developer of Record QA/QC Program
And
RTC Special Technical Specifications
For
Regional Road Impact Fee Projects

SAMPLE

EXHIBIT E

INSPECTION, TESTING AND VERIFICATION AND QUALITY ASSURANCE PROGRAM

SECTION 1 - GENERAL

It is the intent of this program to set forth the requirements and responsibilities of those parties involved in the inspection, testing, verification, and acceptance of improvements offered as capital contributions under the Regional Road Impact Fee (RRIF) system so that consistent and satisfactory quality is achieved in the constructed products.

All new construction shall have an Engineer of Record (EOR), when required by the Regional Transportation Commission (RTC), retained by the owner and reporting to the RTC Administrator. The contractor shall not retain the EOR, unless he is also the owner. The EOR shall not be the contractor. The EOR shall be responsible for all inspection, testing and verification of the constructed improvements as to compliance with this chapter, the improvement plans of record and with local development codes. The EOR is not responsible for means, methods, techniques, sequences or procedures of construction nor safety of the construction site. Quality control shall be the responsibility of the Contractor.

In addition, all new construction requiring an EOR shall have a Testing Firm responsible to the EOR and reporting to the EOR.

SECTION 2 - RESPONSIBILITIES

1. DEVELOPER OF RECORD (DOR)
 - a) Shall retain the services of an EOR. Shall provide a copy of this program to the EOR.
 - b) Shall retain the services of a Testing Firm which shall be responsible to the EOR and report to the EOR. Shall provide a copy of this program to the Testing Firm.
 - c) Shall make every reasonable effort to retain as the EOR, the services of the firms or persons responsible for the preparation of the approved soils report and the improvement plans of record.
 - d) Shall retain the services of a contractor and notify said contractor of the requirements of this Chapter. Shall provide a copy of this program to the Contractor.
 - e) Shall be responsible to the RTC for the adequacy of completed work covered

EXHIBIT E

under this chapter. Any defective material, equipment, or workmanship, or any unsatisfactory work which may be discovered before final acceptance, or within 1 year thereafter, shall be corrected immediately on the requirement of the EOR or RTC Administrator, without extra charge, notwithstanding that it may have been overlooked in previous inspections. Failure to ensure adequate inspection of the work shall not relieve the owner from any obligation to perform sound and reliable work.

- f) Shall designate a representative with authority to act on behalf of the owner for all work performed.
- g) The owner acknowledges the need for continuing involvement of the firms or persons responsible for the preparation of the approved project soils report and the improvement plans of record during construction. In the event the EOR is different from the above-mentioned firms or persons, the owner agrees to be financially responsible for services provided by the said firms or persons as requested by the EOR.

2. ENGINEER OF RECORD (EOR)

- a) Shall initiate a pre-construction conference for construction of improvements at least one week in advance of initial construction. Representatives of the owner, contractor, Local Government, RTC Administrator, EOR and testing firm shall attend.
- b) Shall provide a written summary of the pre-construction conference to the owner, contractor, Local Government and the RTC Administrator, and will also notify the participants of any significant changes in writing at least 2 working days in advance of implementing the changes.
- c) Shall notify the RTC Administrator and the Local Government of the date and hour that work on any of the following items is expected to begin. Notification shall be given not less than 24 hours in advance; and, if thereafter conditions develop to delay the start of work, the EOR shall notify the RTC Administrator and the Local Government of the delay, not less than 2 hours before the work was to begin:
 - 1. Grading, excavation, and fill operations within public right-of-way.
 - 2. Laying of sewer lines, drainage lines or appurtenances.
 - 3. Backfilling of sewer lines, drainage lines or appurtenances.

EXHIBIT E

4. Placing of reinforcing steel, forms and falsework for concrete structures.
 5. Placing the concrete for curbs, gutters, sidewalks, alleys, valley gutters, headwalls, or structures.
 6. Placing of any type of base course or courses.
 7. Tacking bituminous or concrete surfaces.
 8. Placing asphalt concrete or Portland cement concrete pavement.
 9. Sealing asphalt concrete or Portland cement concrete pavement.
- d) Shall submit for review, prior to initiation of the preconstruction conference, the qualifications of the testing firm and the field inspection and testing technician personnel for the project. Said qualifications shall meet the minimum specified in this chapter.
- e) Shall make inspection of workmanship and materials in accordance with this chapter. No work nor materials will be accepted without such inspection. Shall also review catalog cuts and data sheets for material submittals. The EOR will make every reasonable effort to perform inspection and testing services in a manner which will accommodate the construction schedule.
- f) Shall provide to the RTC Administrator and Local Government, on a bi-weekly basis, copies of the daily inspection/testing reports for the previous 2 weeks.
- g) Shall immediately notify the RTC Administrator and Local Government of any proposed changes from the improvement drawings of record. Should the RTC Administrator determine that the proposed change is major in nature, such change shall require prior approval by the RTC Administrator. The Local Government will not be liable for any delays caused by the review and approval of such changes.
- h) Shall arrange as part of his contract with the owner to confer and coordinate with the firms or persons responsible for the preparation of the approved project soils report and the improvement plans of record throughout the construction of the project to evaluate compliance with the requirements of this chapter. In the event that the firms or persons responsible for the preparation of the approved project soils report or improvement plans of

EXHIBIT E

record are not available for consultation, the EOR shall notify the RTC Administrator and Local Government of such prior to commencement of construction. In this event, the EOR and the RTC Administrator and Local Government shall agree to an alternative arrangement for providing the necessary soils report and improvement plans of record interpretations prior to commencement of construction.

- i) Shall notify in writing the DOR, Contractor, Local Government, and the RTC Administrator, if, during the course of construction, the EOR finds that defective materials or workmanship not meeting requirements have been constructed and not satisfactorily corrected by the contractor within one week of verbal notification to the contractor. The written notification shall be supported by field reports and/or test results.
- j) Shall, upon completion of construction of improvements, provide the RTC with a letter of verification on the format provided by the RTC, verifying the adequacy of the improvements and providing verification of all final quantities and unit prices; and, that construction, inspection, and testing were performed in compliance with this chapter, improvement plans of record and RTC standards; and, provide sepia-mylars of any changes from the approved improvement plans of record or a statement that no changes were made; and, provide copies of inspection and test reports, if not already provided. The final completion and acceptance of all such improvements, including recommendations of release and return of any security, shall be subject to the approval of the RTC Administrator.
- k) Shall sign and wet-stamp, or cause to be signed and wet-stamped by a Nevada registered Civil Engineer, all drawings, reports and test data, and forward such to the RTC, Local Government, DOR, and Contractor.

3. RTC Administrator

- a) Shall assign a primary contact to the EOR who shall serve as the RTC's representative during construction of bonded improvements. This primary contact shall be known as the RTC Quality Assurance Inspector (QAI). The qualifications of the QAI, as a minimum, will meet the qualifications of a Public Works Construction Inspector.
- b) Shall attend the preconstruction conference initiated by the EOR.
- c) Shall check and evaluate that adequate inspection personnel are on-site during the construction of bonded improvements. Should the QAI determine

EXHIBIT E

that adequate personnel are not available on-site for inspection, the QAI shall immediately advise the EOR of the situation and so record the incident in his daily report.

- d) Shall keep a daily report of construction activities he observes, including pertinent conversations with the EOR.
- e) Shall, on a bi-weekly basis, review the daily inspection/testing reports submitted by the EOR. Any unsatisfactory test results shall be called to the attention of the EOR.
- f) Shall review the qualifications of the EOR to determine if they meet the minimum requirements of this chapter. If it is determined that the EOR does not meet said minimum requirements, the owner shall review the improvement agreement (Exhibit C) and retain an EOR meeting the qualifications of this chapter as determined by the RTC Administrator.
- g) Shall review the qualifications of the EOR's field inspection personnel to determine if the qualifications meet the minimum requirements of this chapter. If it is determined that the EOR's field inspection personnel do not meet said requirements, substitute field personnel will be required.
- h) Shall evaluate the performance of the EOR's field inspection personnel. The RTC Administrator shall have the authority to reject the selection of the testing firm, testing technicians or field inspection personnel for the project. The RTC Administrator shall also have the authority to reject the field inspection personnel or testing technician and direct substitute personnel in the event of unsatisfactory performance by said personnel in the opinion of the RTC Administrator.

4. CONTRACTOR

- a) Shall be responsible for construction of improvements and quality control. This responsibility shall include the means, methods, techniques, sequence, and procedures of construction and safety of the construction site. All such construction shall conform to the requirements of both the most recently adopted version of the Standard Specifications for Public Works Construction (SSPWC), Standard Details for Public Works Construction (SDPWC), the Special Technical Specifications for Capital Contribution Front Ending Agreements (STS for CCFEAs), the approved plans, and the requirements of this chapter.

EXHIBIT E

- b) Shall attend the pre-construction conference initiated by the EOR. The contractor shall present a proposed construction schedule including construction milestones, and designate a representative who has the authority to resolve issues during construction.
- c) Shall provide accessibility and exposure of all construction work subject to inspection until inspected by the EOR. Neither the RTC nor the EOR shall be liable for expenses entailed in the removal or replacement of any material required to allow inspection.
- d) Shall notify the EOR two (2) working days in advance of initiating construction or resuming construction after any unscheduled interruptions.

SECTION 3 - INSPECTION REQUIREMENTS

1. GENERAL

For the purpose of implementing the requirements of this chapter, full-time inspection shall mean the EOR or his field inspector shall be present at all times to observe the operations of the contractor during the designated construction activity.

2. GRADING, EXCAVATION, AND FILLS

Full-time inspection of all materials, native or imported, to evaluate their compliance with the SSPWC and this chapter; that the subgrade is prepared according to the SSPWC; that all subgrade materials encountered are as expected according to the approved soils report, or if not, are appropriately addressed by over-excavation and stabilization with suitable material or as otherwise recommended in the approved soils report or by redesign of the pavement section.

3. STREET

Inspection to determine that alignment and grade of the street conforms to the improvement plans of record.

4. UNDERGROUND UTILITIES

- a) Inspection of pipe materials and bedding prior to the placing of any pipe to evaluate conformance with the SSPWC. Collection of applicable manufacturer's certifications.

EXHIBIT E

- b) Inspection of installation of pipe laid to grade, mortar jointed or gasketed pipe prior to placing any material around or above pipe to evaluate conformance with the SSPWC.
- c) Full-time inspection of each lift of backfill to evaluate conformance with the SSPWC.
- d) Inspection for pipe installation, not including backfill, by utility company shall be the responsibility of the appropriate utility.
- e) Inspection of construction and/or installation of manholes, catch basins, and drop inlets to evaluate compliance with the SSPWC.
- f) Inspection of alignment and elevations to evaluate compliance with the improvement plans of record and specifications.

5. AGGREGATE BASE COURSES FOR STREETS, CURBS, GUTTERS, SIDEWALKS, AND ALLEYS

Inspection of all material brought to the site to evaluate uniformity with tested and approved samples; inspection of placement and compaction of aggregate base to evaluate compliance with the SSPWC and this chapter and to confirm that grades conform to those specified in the improvement plans of record.

6. REINFORCING STEEL, FORMS AND FALSEWORK

Inspection of reinforcing steel, forms, and falsework prior to placement of concrete to evaluate compliance with the improvement plans of record, specifications, shop drawings and the SSPWC.

7. PORTLAND CEMENT CONCRETE

Full-time inspection of all concrete pours including curb, gutter, sidewalks, driveway apron, alleys, valley gutters, structures, headwalls, slope paving and roadway pavement to evaluate compliance with the improvement plans of record, specifications, details, the SSPWC and this chapter.

8. ASPHALT CONCRETE

- a) Full-time inspection to evaluate compliance with the improvement plans of record, details, specifications, the SSPWC, and this chapter.

EXHIBIT E

- b) Inspection at the plant may be required by the RTC Administrator or the EOR to monitor oil content, aggregate grading, mineral filler content and temperature.

9. PRIME COAT, TACK COAT, SEAL COAT AND SURFACE TREATMENT

Sufficient inspection to evaluate compliance with the SSPWC.

10. SEWER AND PRESSURE LINES

In addition to inspection required in Paragraph 4b above:

- a) Sewer Lines: Ball and flushing operations shall be done in the presence of the EOR or his field inspector and the local governmental inspector.
- b) Pressure Tests: To be accomplished in presence of the EOR or his field inspector to evaluate conformance with the SSPWC and this chapter.

11. LANDSCAPING WITHIN THE RTC RIGHT-OF-WAY OR WITHIN A PUBLIC IMPROVEMENT EASEMENT, COMMON AREA AMENITIES

Sufficient inspections to evaluate compliance with SSPWC, the improvement plans of record, and specifications.

SECTION 4 - TESTING REQUIREMENTS

Shall comply to the requirements set forth in the latest revision of the SSPWC and the STS for CCFEAs.

SECTION 5 - PERSONNEL QUALIFICATIONS

1. ENGINEER OF RECORD (EOR)

An Engineer of Record who is retained as a consultant by the owner is required to be legally authorized to practice civil engineering in the State of Nevada in accordance with Nevada Revised Statutes (NRS) Chapter 625.

A firm, a co-partnership, a corporation or joint-stock association may engage in the practice of Engineer of Record for the RTC, if the member or members of the firm, co-partnership, corporation or joint-stock association immediately responsible for engineering work performed in the RTC are Nevada registered professional civil or geological engineers in accordance with NRS Chapter 625.

EXHIBIT E

Every office or place of business of any firm, co-partnership, corporation or joint-stock association engaged as an Engineer of Record under these requirements shall have a registered professional civil engineer in residence and in direct responsible supervision of the work needed to satisfy the requirements of this chapter conducted in such office or place of business.

An Engineer of Record shall be familiar with the SSPWC, SDPWC, RTC and local government design standards, and all associated testing procedures.

2. FIELD INSPECTOR

- a) **General:** The field inspector's qualifications shall include sufficient education and experience to assure understanding of the quality control principles and the ability to implement the procedures related to their assigned duties.

The education and experience requirements specified below shall not be treated as absolute when other factors provide reasonable assurance that a person can competently perform a particular task. One factor may be "demonstrated capability" in a given job through previous performance.

- b) **Education and Experience:** To be considered qualified as a RTC approved field inspector, a candidate must meet the general requirements as mentioned above and satisfy at least one of the following requirements:
1. High school graduate plus at least three years of construction quality control experience in equivalent testing, or inspection activities, or
 2. Completion of college level work leading to an associates degree in a related discipline plus at least six months of construction control experience in equivalent testing, examination or inspection activities.

The field inspector shall be familiar with the SSPWC and this chapter, as well as all associated testing procedures.

3. TESTING TECHNICIAN

To be considered qualified as a RTC approved testing technician, a candidate must meet the general requirements mentioned in 2a) above and satisfy at least one of the following requirements:

EXHIBIT E

- a) One year of construction quality control experience in equivalent testing or inspection activities, or
- b) High school graduate plus at least six months of construction quality control experience in equivalent testing or inspection activities, or
- c) Completion of college level work leading to an associates degree in a related construction quality control discipline plus at least three months of experience in equivalent testing or inspection activities.
- d) Completion of at least two years college level work towards a four-year degree in a related discipline plus at least three months of construction quality control experience in equivalent testing or inspection activities.

The testing technician shall be familiar with the testing procedures outlined in the SSPWC and this chapter.

4. TESTING FIRM

- a) **General:** The testing services of the testing firm shall be under the direction of a registered civil or geological engineer in the State of Nevada who is a full-time employee of the firm and has at least 5 years engineering experience in the inspection and testing of soil, concrete, and asphalt.
- b) **Laboratory:** The testing firm is responsible for laboratory testing of soil, concrete and asphalt and shall have suitable test equipment and laboratory facilities for storing, preparing and testing samples. The firm shall have the capability of performing all laboratory testing associated with its intended functions according to governing procedures and shall have the facilities and equipment required for all laboratory testing performed. If at any one time equipment or expertise in the performance of a specialized test is not available in-house, the services of a subconsultant or his equipment may be utilized.

As evidence of its competence to perform the required tests or inspections, the agency shall have its laboratory procedures and equipment inspected at intervals of not more than 3 years by a qualified authority in accordance with a recognized plan.

- c) **Quality of Testing Systems:** The firm shall make available information (as applicable) describing its procedural systems (procedures which directly affect the quality of services offered). In addition, the firm shall maintain

EXHIBIT E

documentation which provides evidence of compliance with the requirements of its procedural systems. The agency's procedural systems shall include the following:

1. Equipment calibration programs.
2. Standardization of methods of test, measurement, and determination.
3. Data recording, processing, and reporting.
4. A current quality assurance manual.

SAMPLE

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT "F"
Standard Specifications for Public Works Construction
Section 100.17
"Material and Workmanship – Warranty of Corrections"

SAMPLE

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

MATERIAL AND WORKMANSHIP – WARRANTY OF CORRECTIONS

Corrections ordered in accordance with section 100.17 of the Standard Specifications for Public Works Construction titled, "Material and Workmanship", for items discovered in the year following final acceptance of the project shall be warranted for a one (1) year period following acceptance by the RTC of the correction. Should the correction itself prove defective, the Contractor shall be obliged to make further correction. The warranty period on the correction shall continue to be extended for one (1) year following acceptance by the RTC of the initial or any subsequent corrective actions.

SAMPLE

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

...

...

EXHIBIT "G"
RRIF Rates as of Date of Offset Agreement

SAMPLE

REGIONAL ROAD IMPACT FEE SCHEDULE

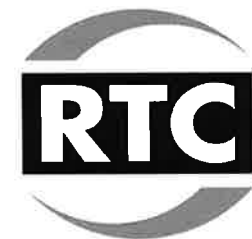
Land Use	Unit	North Service Area		South Service Area	
		VMT	Dollars (\$320.71/VMT)	VMT	Dollars (313.18/VMT)
Residential					
Single-Family	Dwelling	15.03	\$4,820.27	14.22	\$4,453.42
Multi-Family	Dwelling	10.23	\$3,280.86	9.68	\$3,031.58
Industrial					
General Light Industrial	1,000 GFA	5.05	\$1,619.59	4.78	\$1,497.00
Manufacturing	1,000 GFA	4.00	\$1,282.84	3.79	\$1,186.95
Warehouse	1,000 GFA	1.77	\$567.66	1.68	\$526.14
Mini-Warehouse	1,000 GFA	1.54	\$493.89	1.46	\$457.24
Commercial/Retail					
Commercial/Retail	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14
Eating/Drinking Places	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14
Casino/Gaming	1,000 GFA	46.90	\$15,041.30	44.37	\$13,895.80
Office and Other Services					
Schools	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56
Day Care	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56
Lodging	Room	3.41	\$1,093.62	3.23	\$1,011.57
Hospital	1,000 GFA	10.92	\$3,502.15	10.33	\$3,235.15
Nursing Home	1,000 GFA	6.76	\$2,168.00	6.40	\$2,004.35
Medical Office	1,000 GFA	35.44	\$11,365.96	33.53	\$10,500.93
Office and Other Services	1,000 GFA	9.92	\$3,181.44	9.39	\$2,940.76
Regional Recreational Facility	Acre	2.32	\$744.05	2.20	\$689.00

**Regional Road
Impact Fee
(RRIF)**

6th Edition

**Effective
12/1/19**

An informational brochure
brought to you by the



www.rtcwashoe.com

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**



**EXHIBIT "H"
Interim RRIF Waivers
Not Applicable**

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

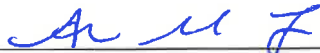
Metropolitan Planning Organization of Washoe County, Nevada

January 17, 2020

AGENDA ITEM 3.5

TO: Regional Transportation Commission

FROM: Julie Masterpool, P.E.
Engineering Manager



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: RRIF Offset Agreement with KM2 Development, Inc. for the offset-eligible improvements for the construction of Wingfield Hills Road through Kiley Ranch North Planned Development

RECOMMENDATION

Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, KM2 Development, Inc. and the City of Sparks for the dedication of offset-eligible improvements for the construction of Wingfield Hills Road, a new four lane arterial roadway through Kiley Ranch North Planned Development; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

Under the RRIF Program, developers who construct or dedicate offered improvements contained in the RRIF Capital Improvement Program (CIP) will be “paid” for these contributions in RRIF Waivers. To do this, the developer must enter into a RRIF Offset Agreement that will be approved by both the RTC and the local government. The RRIF Offset Agreement specifically identifies the proposed improvements, the estimated RRIF waivers that will be earned, requirements for quality control/quality assurance and the duties and responsibilities of each party. The RRIF Offset Agreement being authorized by this action will result in an estimated \$2,060,000 in RRIF waivers being issued to KM2 Development Inc.

FISCAL IMPACT

No fiscal impact will result from this action. The amount of RRIF waivers to the developer will be based on Offset-Eligible Costs equal to or less than impact fees owed for all or a portion of the land uses within the Development of Record.

PREVIOUS ACTIONS BY BOARD

There has been no previous Board action or direction on this matter.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**Wingfield Hills Road
Road Improvement**

**OFFSET AGREEMENT
Offset Agreement # 513004
BETWEEN**

**THE REGIONAL TRANSPORTATION COMMISSION,
A special purpose unit of the Government**

And

**CITY OF SPARKS
a Municipal Corporation**

And

KM2 Development Inc.

Developer of Record

For

Certain Parcels within the Kiley Ranch North Master Planned Community

North Service Area

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EXHIBITS

EXHIBIT "A"	Section X of the Regional Road Impact General Administrative Manual, Current Edition
EXHIBIT "B1"	Site Plan and Description of Development of Record
EXHIBIT "B2"	Legal Description of the Development of Record
EXHIBIT "C"	Offered Improvements
EXHIBIT "D"	Letter of Approval
EXHIBIT "E"	Developer of Record QA/QC Program RTC Special Technical Specifications for Regional Road Impact Fee Projects
EXHIBIT "F"	Standard Specifications for Public Works Construction Section 100.17.00 "Material and Workmanship – Warranty of Corrections"
EXHIBIT "G"	RRIF Rate Schedule as of the Date of the RRIF Offset Agreement
EXHIBIT "H"	Interim RRIF Waivers

OFFSET AGREEMENT

This Offset Agreement (“Offset Agreement”) is entered by and between the REGIONAL TRANSPORTATION COMMISSION (hereinafter designated “RTC”), a special purpose unit of Government; CITY OF SPARKS, a municipal corporation, (hereinafter designated “Local Government”); and KM2 Development Inc. (hereinafter designated “the Developer of Record”).

1. General

- 1.1 **Ordinance, Manual and CIP.** The City of Sparks, the City of Reno, Washoe County, and RTC have entered into an Interlocal Cooperative Agreement for the purposes of implementing the Regional Road Impact Fee (“RRIF”) Program. The Participating Local Government has passed a Regional Road Impact Fee Ordinance (“Ordinance”) to implement the RRIF. RTC and the Participating Local Government have adopted the Regional Road Impact Fees General Administrative Manual, Current Edition (“Manual”), specifying the provisions and procedures for administration of the RRIF, as well as the Regional Road Impact Fee System Capital Improvement Plan (“CIP”) Current Edition, identifying the regional streets and improvements which shall be constructed in whole or in part with funds generated from the RRIF. The terms and provisions of the Manual and the CIP are incorporated herein by reference as if fully set forth. All capitalized terms not otherwise defined herein shall have the definitions and meanings as used in the Ordinance, Manual and CIP. Amendments approved by the RTC and local governments are incorporated by reference to the same extent as if set forth in full herein.
- 1.2 **Basis for this Offset Agreement.** The parties intend this Offset Agreement to be an Offset Agreement as provided in Section X of the Manual, to provide for waivers of Regional Road Impact Fees (“RRIF Waiver”) in exchange for contributions of Offered Improvements (which may include right-of-way (“ROW”) dedication), which may then be used to offset Regional Road Impact Fees which would otherwise be chargeable to the Developer of Record’s Development of Record. Section X of the Manual contains specific provisions pertaining to RRIF Waivers and is attached hereto and incorporated herein as Exhibit “A”.
- 1.3 **Effective Date of Offset Agreement.** This Offset Agreement shall be binding and effective as of the last date of execution below.
- 1.4 **Eligibility of Offered Improvements.** The Offered Improvements have been identified by the Local RRIF Administrator as being included in the Exhibit “D” of the CIP, titled North Capital Improvement Plan.

2. **The Development of Record and Offered Improvements.**

2.1 **Description of the Development of Record.** The Development of Record for which the RRIF Waivers shall be issued is located within the Kiley Ranch North Master Planned Community. The Developer of Record owns or is the agent for the record owners of the entire Development of Record. A site plan and narrative description of the Development of Record, including the proposed land uses and units of development is attached hereto as Exhibit "B-1". The legal description of the Development of Record is attached as Exhibit "B-2."

2.2 **Offered Improvements.**

2.2.1 **Description of Offered Improvements.** The Developer of Record has submitted an application shown herein as Exhibit "C" describing the specific Offered Improvements which the Developer of Record proposes to construct and/or dedicate. The Offered Improvements are generally described as a 2,670' long segment of Wingfield Hills Road, a four-lane arterial roadway connection extending from David Allen Parkway to the Eastern boundary of the Kiley Ranch North Development. The RTC RRIF Administrator and Local RRIF Administrator have approved the application, subject to the limitations set forth in the letter of approval incorporated herein as Exhibit "D".

2.2.2 **Completion and Acceptance of Offered Improvements.** Unless extended by written consent of the RTC RRIF Administrator, all Offered Improvements, shall be commenced within 6 months of the date of the Offset Agreement, and completed in substantial conformance with approved plans within two (2) years of the date of the Offset Agreement. This Offset Agreement shall terminate and be of no further force or effect if the Offered Improvements are not commenced within one (1) year of the date of the Offset Agreement. The time for completion may be extended by written consent of the RTC RRIF Administrator and the Local RRIF Administrator one time for not more than one (1) year, upon a written request for extension submitted not less than ninety (90) days prior to expiration of the originally agreed time for completion. Additional extensions of the time for completion shall require an amendment to this Offset Agreement pursuant to Section 4.2. The Offered Improvements shall be accepted by the Local RRIF Administrator and the RTC RRIF Administrator upon correction by the Developer of Record of any identified deficiencies to the satisfaction of the Local RRIF Administrator and the RTC RRIF Administrator. Acceptance of the Offered Improvements by the Local RRIF Administrator and the RTC shall not be unreasonably withheld. Any real property the Developer of

Record proposes to offer for dedication pursuant shall be valued pursuant to the provisions of Section X.F.2.c.(2) of the Manual.

- 2.2.3 **Design and Construction Standards.** All design and construction of the Offered Improvements shall be in accordance with the latest edition of the Standard Specifications as of the date of this agreement for Public Works Construction (“Standard Specifications”), including any addenda, as adopted by the Participating Local Government and modified by the Special Technical Specifications (“STS”) as prepared by RTC and contained herein as part of Exhibit “E”. Additionally, all design and construction of Offered Improvements shall be in accordance with all policies of the RTC, including the latest version as of the date of this agreement of the following: Policy for the Street and Highway Program, RRIF CIP, and Traffic Noise Mitigation Policy Report, all incorporated herein as if fully set forth. In the case of conflicting standards, the conflict shall be brought to the immediate attention of the RTC RRIF Administrator who shall, in conjunction with the Local RRIF Administrator, resolve the discrepancy within five (5) working days.
- 2.2.4 **Quality Assurance/Quality Control (QA/QC).** In making the Offered Improvements, the Developer of Record shall institute a QA/QC Program meeting the requirements of Exhibit “E”. The Developer of Record may utilize an alternate QA/QC Program with the approval of the RTC RRIF Administrator and Local RRIF Administrator.
- 2.2.5 **Warranty.** The Developer of Record shall warrant all materials and workmanship of the Offered Improvements in accordance with the provisions of the latest edition of the Standard Specifications. The Developer of Record is directed in particular to Section 100.17 which is contained herein as Exhibit “F”.

3. **RRIF Waivers.**

- 3.1 **The Developer of Record and Development of Record.** The Developer of Record is the party to whom all RRIF Waivers earned under this Offset Agreement shall be issued. RRIF Waivers earned under this Offset Agreement may not be applied outside of the Development of Record.
- 3.2 **RRIF Waivers are Personal Assets of The Developer of Record.** The parties agree that all RRIF Waivers received pursuant to this Offset Agreement shall be the personal assets of the Developer of Record.
- 3.3 **Calculation of RRIF Waiver.** RRIF Waivers will be expressed in dollars upon the final RRIF Waiver determination pursuant to Section 3.6. RRIF Waivers may be utilized to pay Regional Road Impact Fees which would otherwise be due for development within a Development of Record. To the extent RRIF Waivers are utilized for development of units of development and land uses in strict conformance with Exhibits “B-1” and “B-2,” RRIF Waivers earned shall be applied as if a Building

Permit (or Certificate of Occupancy, whichever applies) were granted for each such unit of development as of the date of this Offset Agreement, notwithstanding that actual construction of such unit of development occurs thereafter. For sake of clarity, it is the parties' intent that Regional Road Impact Fees for all future development within the Development of Record which is conducted in conformity with Exhibits "B-1" and "B-2" shall be "grandfathered in" at the RRIF rates existing as of the date of this Offset Agreement, up to the total amount identified in the Notice of RRIF Waiver. The rates existing as of the date of this Offset Agreement are attached hereto as EXHIBIT G. To the extent units of development or land uses are changed from the uses depicted in Exhibit "B-1," or the legal description of the Development of Record is modified from the description set forth in Exhibit "B-2", earned RRIF Waivers may be used within the Development of Record for such development, but the RRIF Waivers must be utilized at the then-current Regional Road Impact Fee rate as of the date of issuance of the Building Permit for each unit of development.

3.4 **RRIF Waiver Usage and Transferability.** The usage and transferability of RRIF Waivers earned under this Offset Agreement are as follows:

3.4.1 RRIF Waivers earned under this Offset Agreement may be used to pay for up to 100% of the Regional Road Impact Fees due as the result of development within the Development of Record.

3.4.2 RRIF Waivers earned under this Offset Agreement may be not be used to pay for Regional Road Impact Fees due as a result of development outside of the Development of Record.

3.4.3 RRIF Waivers earned under this Offset Agreement are transferable to a third party, provided that all RRIF Waivers earned under this Offset Agreement may only be used to pay for Regional Road Impact Fees due as a result of development within the Development of Record.

3.5 **Interim RRIF Waivers.** The Developer of Record shall be entitled to apply for and receive Interim RRIF Waivers for satisfactorily completed portions of the Offered Improvements (including Right of Way) according to the schedule at Exhibit "H". This provision shall in no way be construed as constituting acceptance in whole or part of any of the Offered Improvements. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under this Offset Agreement, the Developer of Record shall pay the actual Regional Road Impact Fees which would have otherwise been due had the Developer of Record not utilized Interim RRIF Waivers.

3.6 **Final RRIF Waiver Determination.** The final determination of RRIF Waivers shall be calculated by the RTC RRIF Administrator after consultation with the Local RRIF Administrator within thirty (30) calendar days of final acceptance of the Offered Improvements by the RTC RRIF

Administrator and the Local RRIF Administrator and submission by the Developer of Record of all documentation required by the RTC RRIF Administrator to make said final determination. The RTC RRIF Administrator shall issue a written instrument identifying the amount of the RRIF Waivers to the Developer of Record within three (3) working days of the earlier to occur of the following:

3.6.1 the date the appeal period of the final determination expires pursuant to Article XII of the RRIF GAM;

3.6.2 the date the Developer of Record waives in writing the appeal period, or;

3.6.3 in the event of an appeal pursuant to Article XII of the RRIF GAM, the date of a final decision on all issues on appeal.

3.7 **Expiration of RRIF Waivers.** RRIF Waivers shall not expire and may be used in perpetuity to pay Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.

4. **Miscellaneous** The parties further agree as follows:

4.1 **Governing Law: Venue.** This Offset Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Offset Agreement. Venue for any legal action arising out of this Offset Agreement shall be in Washoe County, Nevada.

4.2 **Entirety and Amendments.** This Offset Agreement embodies the entire Offset Agreement between the parties and supersedes all prior negotiations, agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, provided that nothing contained in Subsection 4.2 shall be interpreted to change, amend or modify the conditions of the Development of Record approval by the Participating Local Government. No oral statements or representations made before or after the execution of this Offset Agreement regarding the subject matter of this Offset Agreement are binding on any party, nor may any such oral statements or representations be relied on by a party.

4.3 **Invalid Provisions.** If any provision of this Offset Agreement is held to be illegal, invalid, unenforceable under present or future laws, such provision shall be fully severable. The Offset Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Offset Agreement. The remaining provisions of the Offset Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Offset Agreement.

- 4.4 **Parties Bound and Assignment.** The Offset Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. The Developer of Record may assign RRIF Waivers which have been calculated pursuant to Section 3.6 to a successor, provided however, that such RRIF Waivers may only be utilized to offset Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.
- 4.5 **Further Acts.** In addition to the acts recited in this Offset Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.
- 4.6 **Headings.** Headings used in this Offset Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Offset Agreement.
- 4.7 **Notice.** All notices given pursuant to this Offset Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

REGIONAL TRANSPORTATION COMMISSION

Engineering Department

Attn: Julie Masterpool, P.E.
1105 Terminal Way, Suite 108
Reno, Nevada 89502
Telephone: (775) 348-0171
Facsimile: (775) 348-0170

THE CITY OF SPARKS

Public Works

Attn: Jon Erickson, P.E.
PO Box 857
Sparks, Nevada 89432-0857
Telephone: (775) 353-2289
Facsimile: (775) 353-7874

KM2 Development Inc.

Attn: Scott Christy
1000 Kiley Parkway
Sparks, Nevada 89436
Telephone: (775) 745-0259

The persons and address to whom notices are to be given may be changed anytime by any party upon written notice to the other party. All notices given pursuant to this Offset Agreement shall be deemed given upon receipt.

- 4.8 **Receipt Defined.** For the purposes of this Offset Agreement, the term “receipt” shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.
- 4.9 **Due Authorization.** The parties agree that they have the legal authority to enter into this Offset Agreement and the undersigned officer, representative or employee represents that he or she has the authority to execute this agreement on the behalf of the party represented.
- 4.10 **Indemnification.** Developer of Record shall indemnify, defend and hold harmless the RTC and the Participating Local Government, their offices, officials, employees and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, action, attorneys, fees, or expenses of any kind (“claims”) that arise out of, or are in way related, in whole or in part to the negligence or misconduct, or acts or omissions, of the Developer of Record, its officers, agents, employees, members, volunteers, contractors and anyone else for whom it is legally liable, while performing or failing to perform Developer of Record’s duties under this Offset Agreement. Said indemnification excludes any claims to the extent caused by the negligence or willful misconduct of the RTC and /or the Participating Local Government. The Developer of Record’s obligations set forth in this Section shall expire and terminate as to any claims based on, related to, arising from or in connection with the Offered Improvements’ failure to comply with the Standard Specifications on the date of expiration of the applicable warranty period provided in Section 2.2.5 above.
- 4.11 **Termination of Offset Agreement.** This Offset Agreement may be unilaterally terminated by the RTC RRIF Administrator if twelve (12) consecutive months elapse without reasonable progress being made on the Offered Improvements. In the event of any such termination, Interim RRIF Waivers must be immediately surrendered or repaid in accordance with Section 3.5.
- 4.12 **Future Development Approvals.** The Participating Local Government agrees that future development approvals for the Development of Record shall not be denied on the basis of the policy level of service being exceeded on the Offered Improvements.

In witness whereof, the parties have executed this Offset Agreement on the ____ day of January, 2020.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

APPROVED AS TO LEGAL FORM:

By: _____
Bob Lucey, Chairman

Dale Ferguson, RTC Chief Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this ____ day of _____, 20____, by Bob Lucey, Chairman of the Regional Transportation Commission.

Notary Public

**CITY OF SPARKS
A Municipal Corporation**

APPROVED AS TO LEGAL FORM:

By: _____
Ronald E Smith, Mayor

By: _____
Shirle Eiting,
Chief Assistant City Attorney

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

The above-instrument was acknowledged before me this ____ day of _____, 2020 by Ronald E. Smith, Mayor of the City of Sparks, Nevada.

Attest by City/County Clerk: _____
Lisa Hunderman, City Clerk

KM2 Development Inc.

By: _____

Name: _____

Its: _____

STATE OF
COUNTY OF

The above-instrument was acknowledged before me this _____ day of _____, 20____ by

_____.

Notary Public

SAMPLE

EXHIBIT "A"

Section X of the Regional Road Impact GAM- 6th Edition

SAMPLE

developed in phases, regardless of whether project approval was granted for a total or phased development, and regardless of whether traffic mitigation measures required at the time of project approval have been completed by the applicant. A "phased development" means:

- (1) A project which was approved as a phased development,
- (2) A project which received approval for a total project, which has not been totally developed pursuant to such approval at the end of a five year period starting with such approval.

C. Exemption Based on Error

Exemptions from payment of the impact fee based on error shall be subject to the provisions found in Section III.C. of this Manual.

D. Determination and Appeals

The determination of eligibility for an exemption shall be made by the RTC RRIF Administrator. If the feepayer disagrees with the findings on the RTC RRIF Administrator, the feepayer may appeal the decision (see Section XII).

X. IMPACT FEE OFFSETS REQUESTED AFTER THE 5th EDITION RRIF GAM/CIP (3/2/2015) UPDATE

A. General

1. RRIF Waivers.

- a. RRIF Waivers are Offset-Eligible Costs equal to or less than impact fees owed for all or a portion of the land uses within a Development of Record.
- b. When RRIF Waivers are approved, impact fees assessed by the Participating Local Government, will be "waived" until the fees waived within the Development of Record cumulatively equal the amount of Offset-Eligible Costs approved, as indicated in the RTC's Notice of RRIF Waiver.
- c. In the event the land uses within the Development of Record are modified greater than 10% of the land uses as identified in the Offset Agreement, RRIF Waivers will be re-evaluated at the then-current RRIF rate. Determination of a RRIF Waiver modification will be based on a comparison of the impact fees owed for the modified land uses, including any completed portions of the development, and the

impact fees owed as identified in the Offset Agreement. The Local RRIF Administrator will notify the RTC RRIF Administrator of the Development of Record modification. The RTC RRIF Administrator will issue a new Notice of RRIF Waiver with the remaining value of RRIF Waivers expressed in dollars. All remaining RRIF Waivers shall be utilized at the then-current RRIF rate as of the date of issuance of the Building Permit for each unit of development. See Exhibit I.

2. Participating Local Governments may waive impact fees otherwise owed at the time of issuance of a building permit or issuance of the Certificate of Occupancy, as the case may be, if the RTC RRIF Administrator has issued a Notice of RRIF Waiver for the Development of Record within which the building permit is sought.
3. Applications for a RRIF Waiver for the dedication or construction of Offered Improvements must be made to the RTC RRIF Administrator on a form provided by the RTC for such purposes.
4. The RTC RRIF Administrator and the RTC General Counsel are the sole officials authorized to communicate, on behalf of the RTC Board, with a person submitting an application for RRIF Waivers. Representations and communications by other officials, unless expressly authorized by the RTC RRIF Administrator, may not be relied upon for purposes of the regional road impact fee obligations, offered Offset-Eligible Improvements, or the terms of a proposed Offset Agreement. The Offset Agreement shall supersede all prior written and oral communications, regardless of source.

Any offer to dedicate or construct Offset-Eligible Improvements, pursuant to this section of the Manual and Offset Agreement, may be withdrawn at any time prior to the transfer of legal title.

B. Offset Agreement

1. With respect to improvements commenced on or before November 1, 2018, Offset Agreements must be approved prior to the start of work on any Offset-Eligible Improvement and prior to the issuance of any building permit for which RRIF Waivers are requested. With respect to improvements commenced after November 1, 2018, Offset Agreements must be approved prior to the earliest to occur of: (i) twelve (12) months from commencement of construction of the improvement, (ii) completion of work on any Offset-Eligible Improvement, and (iii) utilization of RRIF Waivers earned as a result of construction of any Offset-Eligible Improvement.
2. The RTC RRIF Administrator will issue a Notice of RRIF Waiver per the terms of a fully executed, final Offset Agreement accepting Offset-Eligible Improvements offered by the Developer of Record.

3. An Interim Notice of RRIF Waiver may be issued during phases of construction or dedication of land that provide reasonable assurance that over-crediting shall not occur
4. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under this Offset Agreement, the Developer of Record shall pay the actual Regional Road Impact Fees which would have otherwise been due had the Developer of Record not utilized Interim Waivers.

C. Procedure

1. Upon receipt of a complete Offset application, the RTC RRIF Administrator will distribute the application materials to the RTC General Counsel, other appropriate RTC staff, and the RRIF Administrator for each Participating Local Government in which the offered Offset-Eligible Improvement is located (the "affected Participating Local Government").
2. The RTC RRIF Administrator will coordinate with the RRIF Administrator for each affected Participating Local Government to insure all comments are received and given consideration prior to final action by the RTC Board of a proposed Offset Agreement.
3. After review by the RTC General Counsel, other appropriate RTC staff, and the RRIF Administrator of the affected Participating Local Governments, the RTC RRIF Administrator will prepare a staff report and Offset Agreement for consideration by the RTC Board and the Governing Bodies of each Participating Local Government in which the proposed improvements are located.
 - a. The RTC RRIF Administrator's report and Offset Agreement will establish which improvements offered by the Developer of Record qualify as Offset-Eligible Costs and the appropriate dollar amount and approved land use designations of any resulting RRIF Waivers, according to the provisions of this Manual.
 - b. Approved Offsets may not exceed the actual Offset-Eligible Costs, as described in Section X.F, below.
 - c. RRIF Waivers shall be expressed in dollars and by the amounts of Regional Road Impact Fees to be waived in terms of land uses using the Impact Fee Schedule, in effect as of the date of approval for the Offset Agreement.
 - d. If the RTC RRIF Administrator determines that cost estimates submitted by the Developer of Record are either unreliable or inaccurate, the final determination of the amount of the RRIF Waiver shall be made by the RTC RRIF Administrator based upon

reasonable engineering criteria, construction costs estimates, property appraisals, or other professionally-accepted means of determining the value of the Offered Improvements.

4. Based on the report of the RTC RRIF Administrator, the provisions of this Manual, the Capital Improvements Plan, available funds for RTC projects, and other relevant factors, the RTC Board and the Governing Bodies of the affected Participating Local Governments will make a final decision whether to accept, reject, or to propose amendments to the Offset Agreement proposed by the Developer of Record, in exchange for RRIF Waivers
5. Once a final decision has been made by the RTC Board and the Governing Bodies of the affected Participating Local Governments, the RTC RRIF Administrator will send by registered mail a copy or copies of the approved Offset Agreement for the final consent and signature of the Developer of Record. The final Agreement will be deemed to have been received by the Developer of Record three (3) days after mailing by the RTC RRIF Administrator.
6. The Developer of Record must sign, date, and return the approved Offset Agreement indicating his or her consent to the terms therein within thirty (30) days of receiving the approved Offset Agreement from the RTC RRIF Administrator. If the RTC RRIF Administrator does not receive the signed agreement within thirty days, the application for Offsets and offered improvements will be deemed withdrawn.
7. Unless an executed Offset Agreement expressly provides otherwise, i.e. as for provisions for Interim RRIF Waivers, no RRIF Waivers will be made until all Offset-Eligible Improvements have been completed and, if applicable, dedicated to the RTC or Participating Local Government as provided in the Offset Agreement.
8. Land dedications accepted as an Offset-Eligible Improvement must be accompanied by the following documentation prior to issuance of a Notice of RRIF Waiver being issued, as provided below:
 - a. The delivery to the appropriate governmental body of an irrevocable offer of dedication, with sufficient funds to pay all costs of transfer of title including recording.
 - b. The escrow of taxes for the current year or the payment of said taxes for the year.
 - c. The issuance of a title insurance policy subsequent to recording of the deed and escrow of taxes.
9. Unless expressly provided, or otherwise included in an executed Offset

Agreement, it is the responsibility of the Developer of Record to submit sufficient documentation to the RTC RRIF Administrator to establish that the terms of the Offset Agreement have been met and that RRIF Waivers are to be made.

10. Once the RTC RRIF Administrator has made such a determination, he or she will issue a Notice of RRIF Waiver to the affected Participating Local Governments.

D. Application for RRIF Waivers

1. Generally.

a. An offer to construct or dedicate Offset-Eligible Improvements may be made by submitting an Application for Impact Fee Offsets to the RTC RRIF Administrator. The application must contain the information and documentation required by this section of the Manual and sufficiently identify and describe the offered CIP improvements, which otherwise would have been built by the RTC with collected Regional Road Impact Fees.

b. After review and recommendations are made by the RTC RRIF Administrator and the affected Participating Local Government RRIF Administrators, the RTC RRIF Administrator will forward a draft Offset Agreement, application, and staff report to the RTC Board and the Governing Bodies of the Participating Local Governments for a final decision, in accordance with Section X.C, above.

2. Contents and required documentation of Offset Application. Each application for an Offset Agreement must contain the following:

a. The name of the Developer of Record offering to make Offset-Eligible Improvements and requesting RRIF Waivers, as provided in this Manual.

b. The contribution, payment, construction, or land dedication which will constitute the Offered Improvements and the legal description or other adequate description of the project or development, referred to and the Development of Record, to which the Offered Improvements are related.

c. The name, address, phone number, fax number, email address and a contact person of the Developer of Record for which Offsets are proposed.

d. The name, Local Government File Number, and three copies of the site plan of the Development of Record for which Offsets are proposed.

- e. List of approved land uses and the estimated impact fees for those uses within the Development of Record for which RRIF Waivers are requested.
- f. Name, address, phone number, fax number, email address and contact person of the Engineer of Record.
- g. The proposed plans and specifications for the specific construction prepared and certified by a duly qualified engineer, registered and licensed in the State of Nevada.
- h. When a Developer of Record offers to dedicate right-of-way contained in the RRIF CIP, he or she shall present:
 - (1) Preliminary Title Report.
 - (2) Copy of Dedication Map containing proposed dedication.
 - (3) Documentation sufficient to establish the applicant's opinion of value of property to be offered for dedication, as provided in Section X.F.2.c.(2).
- i. Sufficient documentation to verify the actual costs of Offered Improvements, in accordance with Section (F)(2), below.

E. Offset Agreement Requirements.

- 1. No dedication or construction project may be accepted in exchange for RRIF Waiver except pursuant to an executed Offset Agreement between the RTC, the Participating Local Governments and the provider of the dedication or construction, which must include the following:
 - a. The projected costs for the proposed Offered Improvements, based on the valuation provisions of Section X.F.2, below, including provisions for verifying costs and facilitating changes in costs or plans.
 - b. The time by which the construction of the Offered Improvements shall be paid, completed, or dedicated and any provisions for extensions thereof.
 - c. The proposed amount in dollars and land uses of RRIF Waivers to be approved, based on the estimated costs of Offered Improvements.
 - d. The terms and conditions that must be met before the RTC RRIF Administrator will issue a Notice of RRIF Waiver to an affected Participating Local Government authorizing the waiver of Regional Road Impact Fees, in accordance with the provisions of this Manual.

- e. The parties' acknowledgement that RRIF Waivers shall be limited for use for the payment of impact fees associated with the Development of Record listed in the Offset Agreement. RRIF Waivers shall not expire.
 - f. RRIF Waivers shall be assigned to offset the impact fees within the Development of Record pursuant to the Offset Agreement.
 - g. If the designated land uses for the Development of Record identified in the Offset Agreement change, the remaining waivers shall be re-assessed as outlined in the provisions in Section X.A.1.c
 - h. A provision requiring that all Offset-Eligible Improvements accepted will be in accordance with RTC requirements and standards.
 - i. Any labor, work safety, prevailing wage, or other applicable laws or regulations with which the Developer of Record must comply; and
 - j. such other terms and conditions agreed to by the parties.
2. Any changes to an Offset Agreement approved by the RTC Board, other than those addressed in Section X.F.2. below, will require an amendment to the Offset Agreement using the same procedure as its original adoption.

F. Calculation of Offsets.

1. Eligibility.

- a. RRIF Waivers may be approved only for Offset-Eligible Costs, as defined in this Manual, which are limited to the costs the RTC otherwise would have incurred for non-Site-Related Improvements in the CIP, also as defined in this Manual. Among the types of roadway improvements not considered Offset-eligible are site-related Improvements, local and/or private streets, improvements which are compensated for by a governmental body.
- b. RRIF Waivers may be given only pursuant to a valid Offset Agreement, executed according to the provisions of this Manual.
- c. All Offset-Eligible Costs are available for RRIF Waivers only if associated with Offset-Eligible Improvements that meet design standards approved by the RTC, but only to the extent such costs don't exceed the scope of the project as planned by the RTC in the CIP or as described in the applicable Offset Agreement.

2. Valuation.

- a. RRIF Waivers approved by the RTC, pursuant to the terms of an executed Offset Agreement, will be based on and may not exceed

verified costs of the dedication or construction of Offset-Eligible Improvements offered by the Developer of Record and accepted by the RTC.

- b. The RTC will not approve RRIF Waivers in excess of the Regional Road Impact Fees owed for a Development of Record as of the date of the applicable Offset Agreement.
- c. If the actual verified costs are used, the RRIF Waiver shall be calculated as follows:

(1) Construction of Facilities and Provision of Equipment. The RRIF Waiver may not exceed the actual cost of construction or equipment, as evidenced by receipts and other sufficient documentation provided by the developer of the public facility and

verified by the RTC RRIF Administrator. Actual costs shall be based on local information for similar improvements; may include the cost of construction, planning feasibility, alignment studies, plan-line studies, preliminary engineering, relevant geotechnical, environmental and cultural resource studies, permitting, the cost of all lands, property, rights, easements, and franchises acquired, construction financing charges, plans and specifications, surveys, engineering and legal services, construction inspection and testing, and all other expenses necessary or incident to determining the feasibility or practicability of such construction.

(2) Dedication of Land.

(a) If the land in question is subject to a valid agreement, zoning approval or development approval, which established a valuation or prescribes a method of valuation, the agreement, zoning approval or development approval shall control.

(b) If the dedication is made pursuant to a condition of discretionary zoning or development approval, the value of the land shall be determined as of the date immediately preceding the discretionary development approval. The value shall be based upon the condition of the property and the regulatory zoning in place immediately prior to the discretionary approval

(c) Valuation shall be based on the fair market value of the land upon execution of the Offset Agreement by the Developer of Record or final approval of the proposed Offset Agreement by the RTC Board or Governing Bodies of the affected Participating Local Government, whichever is earlier.

- d. All changes in the estimate of Offset-Eligible Costs or to the approved plans and specifications (prior to or after execution of an Offset Agreement), shall require approval of the RTC RRIF Administrator. The applicant shall provide the RTC RRIF Administrator copies of all contracts or agreements made for design services, construction, or engineering during construction within fifteen (15) days after their execution.

XI. UNEXPIRED CREDITS APPROVED PRIOR TO THE 5th EDITION RRIF GAM/CIP (3/2/2015)

- A. **Applicability.** This section applies to Capital Contribution Front-Ending Agreements (CCFEAs) entered into prior to the Effective Date and to CCFEA Credits issued pursuant to such CCFEAs.
- B. **Intent.** It is the intent of the RTC Board, and affected Participating Local Governments, to carry forward the policies and understanding in place when CCFEAs were entered into, prior to the changes to the adoption of the 5th Edition RRIF GAM/CIP. Therefore, to the extent possible and practical, outstanding Credits may be used or transferred as provided prior to adoption of the 5th Edition RRIF GAM/CIP, as provided in this section of the Manual and in accordance with the terms of valid, unexpired CCFEAs.
- C. **CCFEA Credit Usage.**
 1. The transferability and usage of CCFEA Credits issued pursuant to a valid, unexpired CCFEA are as follows:
 - a. Credits may be used by the Developer of Record to pay for up to 100% of the Regional Road Impact Fees on any traffic generating development of land included in the Development of Record.
 - b. Credits may be used by the Developer of Record to pay for up to 100% of the Regional Road Impact Fees on any traffic generating development of the Developer of Record within the same CCFEA Credit Benefit District as the Development of Record.
 - c. CCFEA Credits are transferable to a third party. To transfer credits, the current credit holder of CCFEA Credits will notify RTC through the RRIF Automation program the amount of VMT's to be transferred and the name and contact information of the third party. CCFEA Credits will be subtracted from the current CCFEA Credit holder's account and transferred to a new automation account in the name of the third party.

EXHIBIT "B1"

Site Plan and Description of Development of Record

SAMPLE

PROJECT DESCRIPTION

Kiley Ranch North is an 870-acre mixed use master planned development in the Spanish Springs Valley of Sparks, Nevada (Ref. Vicinity Map). The development includes a land use mix of single and multi-family residential, community commercial, arterial commercial, business park, mixed use, schools, parks and open space (Ref. Land Use Map).

The offset eligible improvements in this application include the construction of Wingfield Hills Road (+2670 LF) from the existing terminus at David Allen Parkway to the eastern boundary of the Kiley Ranch North Development (Ref. Site Plan). The roadway includes 2 travel lanes and one bike lane in each direction, separated by a raised median. Curb, gutter and sidewalk will be included on both sides of the road. Right of Way width is 74'.

The developer is requesting Regional Road Impact Fee Offsets for the eligible improvements as identified within this agreement.

Developer of Record

KM2 Development Inc.
1000 Kiley Parkway
Sparks, Nevada 89436
Phone: (775) 745-0259
Contact: Scott Christy, PE

Development of Record

Kiley Ranch North Master Planned Community
Local Government Agency File No: _____

Engineer of Record

Christy Corporation, LTD
1000 Kiley Parkway
Sparks, Nevada 89436
Phone: (775) 745-0259
Contact: Scott Christy, PE

List of Approved Land Uses

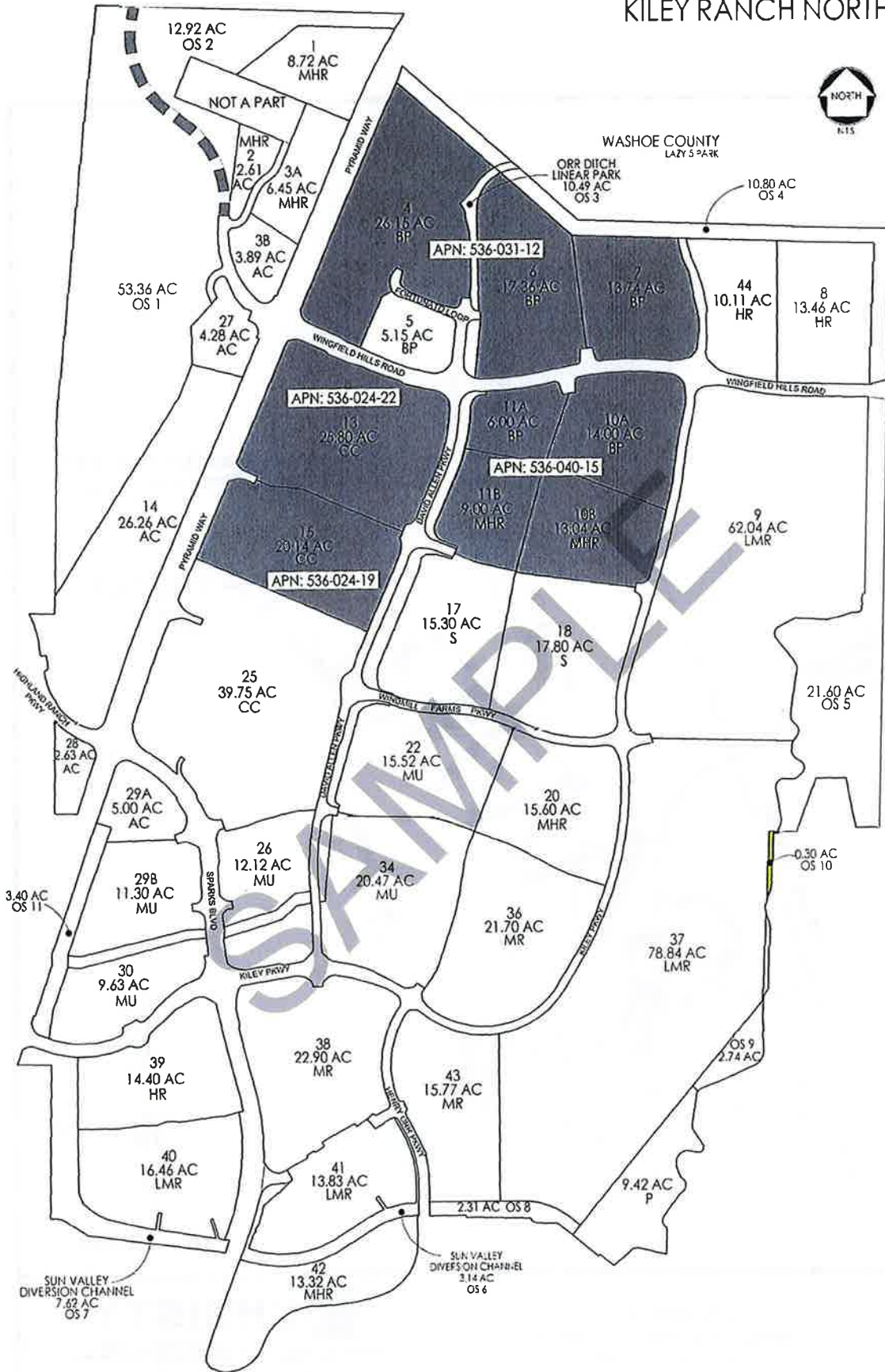
The development includes a land use mix of single and multi-family residential, community commercial, arterial commercial, business park, mixed use, schools, parks and open space (Ref. Land Use Map).

Impact Fee Generation vs. Requested Offsets

The total Regional Road Impact fee's generated by the proposed development of record is estimated at \$11,063,924.72, as detailed in the attached "Planned Construction RRIF Estimate" table.

The value of the offered improvements subject to the RRIF offsets is \$2,059,998, as detailed in the attached "Cost of Dedicated Improvements Eligible for Offset Waivers" table.

KILEY RANCH NORTH



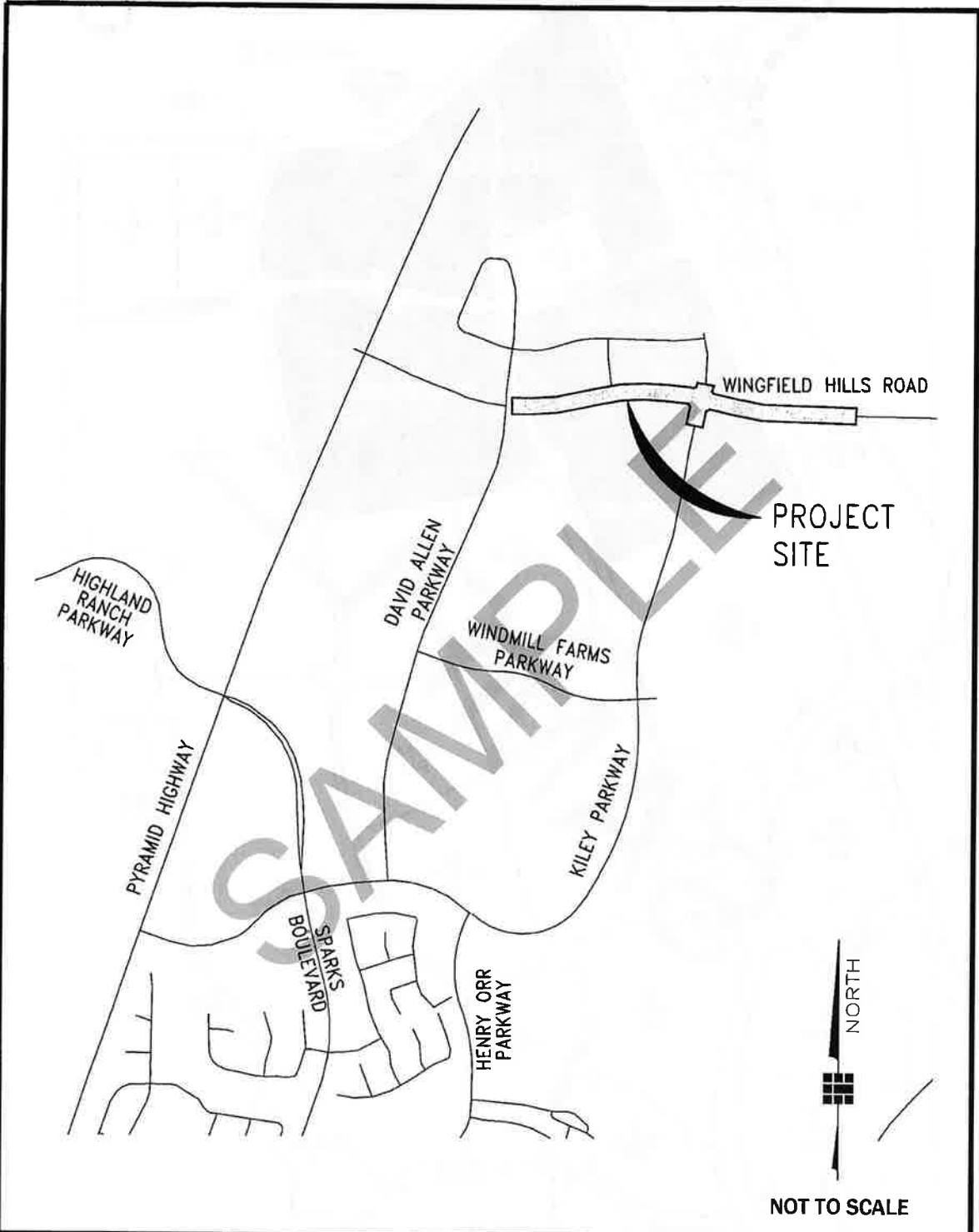


EXHIBIT FOR
WINGFIELD HILLS ROAD
VICINITY MAP

CHRISTY
CORPORATION

1000 Kiley Pkwy | Sparks Nevada 89436
775.502.8562 christynv.com

PORTION OF SECTION 10
T. 20 N., R. 20 E., M.D.M.
SPARKS WASHOE COUNTY NEVADA

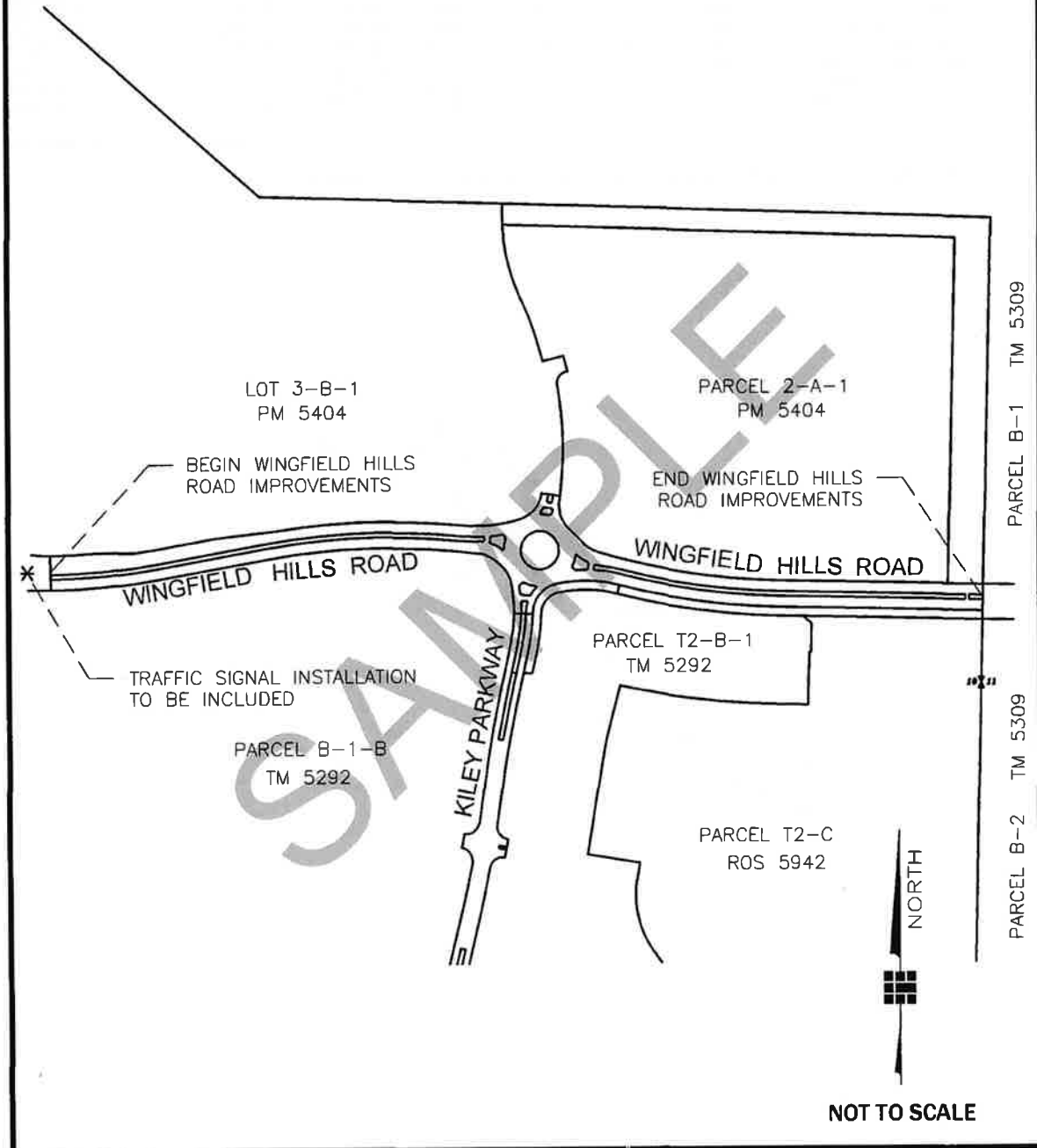


EXHIBIT FOR
WINGFIELD HILLS ROAD

 **CHRISTY**
CORPORATION

1000 Kiley Pkwy | Sparks Nevada 89436
775.502.8552 christynv.com

**Planned Construction RRIF Estimate
KILEY RANCH NORTH**



12/19/2019

VILLAGE	Land Use	Acreage	Max Density/		Number of		FEE PER UNIT	TOTAL ESTIMATED FEE
			Coverage	Unit	Units	Unit		
4	Business Park	26.15	0.5	FAR	569.55	1000 GFA	\$3,181.44	\$1,811,979.61
6	Business Park	17.36	0.5	FAR	378.10	1000 GFA	\$3,181.44	\$1,202,905.01
7	Business Park	13.74	0.5	FAR	299.26	1000 GFA	\$3,181.44	\$952,068.83
10A	Business Park	14.00	0.5	FAR	304.92	1000 GFA	\$3,181.44	\$970,084.68
10B	Medium-High Residential	13.04	17.9	du/ac	233	dwelling	\$3,280.86	\$765,805.22
11A	Business Park	6.00	0.5	FAR	130.68	1000 GFA	\$3,181.44	\$415,750.58
11B	Medium-High Residential	9.00	17.9	du/ac	161	dwelling	\$3,280.86	\$528,546.55
13	Community Commercial	25.80	0.3	FAR	337.15	1000 GFA	\$7,357.09	\$2,480,475.26
15	Community Commercial	20.14	0.3	FAR	263.19	1000 GFA	\$7,357.09	\$1,936,308.99

TOTAL: \$11,063,924.72

Notes:

1. Anticipated floor area ratios (FAR) have been assumed for the commercial/business park land use designations.

SAMPLE

**Cost of Dedicated Improvements Eligible for Offset Waivers
WINGFIELD HILLS DRIVE**

12/12/2019

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	TOTAL AMOUNT	NOTES
Mass Grading	0.5	LS	\$ 62,510.00		\$31,255.00	
Finish Grade ROW	183022	SF	\$ 0.20		\$36,604.40	
6" AC Paving	72090	SF	\$ 4.10		\$295,569.00	
10" Aggregate Base	72090	SF	\$ 1.20		\$86,508.00	
24" Type 1 Curb & Gutter with Base	2670	LF	\$ 16.30		\$43,521.00	
6" Median Curb with Base	2670	LF	\$ 15.30		\$40,851.00	
4" PCC Sidewalk with Base	13350	SF	\$ 6.30		\$84,105.00	
Signage and Striping	1	LS	\$ 74,000.00		\$74,000.00	
Pedestrian Ramps	9	EA	\$ 720.00		\$6,480.00	
Pedestrian Ramps at Median	2	EA	\$ 3,800.00		\$7,600.00	
Backfill Curbing	0.5	LS	\$ 16,000.00		\$8,000.00	
Traffic Signal	1	LS	\$ 199,500.00		\$199,500.00	
Survey Monuments	8	EA	\$ 350.00		\$2,800.00	
Storm Drain	0.5	EA	\$ 635,505.00		\$317,752.50	
Construction Water	0.5	EA	\$ 29,000.00		\$14,500.00	
Design, Permitting and Construction Mgmt	0.5	EA	\$ 64,700.00		\$32,350.00	
Construction Survey	0.5	EA	\$ 39,200.00		\$19,600.00	
Testing and Inspection	0.5	LS	\$ 19,322.00		\$9,661.00	
ROW Acquisition	2.27	AC	\$ 360,000.00		\$817,200.00	
TOTAL					\$2,059,998	

SAMPLE

DESIGNATION OF AUTHORIZED AGENT

Each of the undersigned hereby designate KM2 Development Inc, a Nevada limited liability company ("KM2"), to act as its authorized agent for the purpose of allowing KM2 to act as "Developer of Record" as that term is defined and used in the Regional Road Impact Fee System, General Administrative Manual. KM2 shall act as Developer of Record for the undersigned with respect to real property owned by the undersigned and which is identified in that certain Wingfield Hills Road - Road Improvement Offset Agreement #513004, between the Regional Transportation Commission, a special purpose unit of government, the City of Sparks, a municipal corporation, and KM2.

Dated this ____ day of December, 2019.

Rising Tides LLC
a Nevada limited liability company

By its Manager:

KM2 Development Inc.
a Nevada limited liability company

By: _____

Name: Scott Christy

Title: Manager

EXHIBIT "B2"

Legal Description of the Development of Record

SAMPLE

EXHIBIT "B-2"
LEGAL DESCRIPTION

APN: 536-031-12

All that certain parcel of land, shown as Lot 3-B-1 on that Parcel Map for Rising Tides, LLC, Parcel Map No. 5404, Official Records of Washoe County, Nevada, also being within Section 10, Township 20 North, Range 20 East, M.D.M, Washoe County, Nevada, being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 3-B-1;
Thence S48°26'18"E, a distance of 1492.95 feet;
Thence S88°05'38"E, a distance of 688.70 feet;
Thence S01°31'22"W, a distance of 7.39 feet;
Thence through a curve to the left having a radius of 600.00 feet, with a central angle of 26°10'11", with an arc length of 274.05 feet, with a chord bearing of S11°33'43"E, with a chord length of 271.67 feet;
Thence through a reverse curve to the right having a radius of 1000.00 feet, with a central angle of 10°26'14", with an arc length of 182.16 feet, with a chord bearing of S19°25'42"E, with a chord length of 181.91 feet;
Thence N75°47'26"E, a distance of 59.76 feet;
Thence S14°12'45"E, a distance of 46.00 feet;
Thence S75°47'26"W, a distance of 1.85 feet;
Thence through a curve to the left having a radius of 35.00 feet, with a central angle of 85°37'18", with an arc length of 52.30 feet, with a chord bearing of S32°58'47"W, with a chord length of 47.57 feet;
Thence through a reverse curve to the right having a radius of 1026.00 feet, with a central angle of 17°20'26", with an arc length of 310.52 feet, with a chord bearing of S01°09'39"E, with a chord length of 309.33 feet;
Thence N82°29'27"W, a distance of 52.00 feet;
Thence through a non-tangent curve to the right having a radius of 88.00 feet, with a central angle of 65°04'36", with an arc length of 99.95 feet, with a chord bearing of S40°02'50"W, with a chord length of 94.66 feet;
Thence through a compound curve to the right having a radius of 398.00 feet, with a central angle of 23°27'00", with an arc length of 162.89 feet, with a chord bearing of S84°18'38"W, with a chord length of 161.76 feet;
Thence through a reverse curve to the left having a radius of 2037.00 feet, with a central angle of 14°56'19", with an arc length of 531.10 feet, with a chord bearing of S88°33'59"W, with a chord length of 529.60 feet;
Thence S83°47'11"W, a distance of 171.65 feet;
Thence S79°59'00"W, a distance of 171.33 feet;
Thence through a curve to the right having a radius of 1902.00 feet, with a central angle of 01°56'55", with an arc length of 64.69 feet, with a chord bearing of S80°57'28"W, with a chord length of 64.68 feet;
Thence N89°46'36"W, a distance of 101.87 feet;
Thence through a non-tangent curve to the right having a radius of 1890.00 feet, with a central angle of 04°13'16", with an arc length of 139.24 feet, with a chord bearing of S87°06'00"W, with a chord length of 139.21 feet;
Thence through a non-tangent curve to the right having a radius of 274.50 feet, with a central angle of 19°20'34", with an arc length of 92.67 feet, with a chord bearing of N80°56'30"W, with a chord length of 92.23 feet;
Thence through a compound curve to the right having a radius of 49.50 feet, with a central angle of 76°27'41", with an arc length of 66.06 feet, with a chord bearing of N33°02'22"W, with a chord length of 61.26 feet;
Thence N05°11'28"E, a distance of 68.99 feet;
Thence N05°11'28"E, a distance of 117.57 feet;

Thence N05°38'19"E, a distance of 15.92 feet;
Thence N02°29'15"E, a distance of 37.19 feet;
Thence S87°30'45"E, a distance of 10.00 feet;
Thence through a non-tangent curve to the right having a radius of 47.50 feet, with a central angle of 82°01'34", with an arc length of 68.00 feet, with a chord bearing of N43°30'02"E, with a chord length of 62.34 feet;
Thence N84°30'49"E, a distance of 39.35 feet;
Thence N02°29'15"E, a distance of 48.00 feet;
Thence N87°30'45"W, a distance of 34.70 feet;
Thence through a curve to the right having a radius of 50.00 feet, with a central angle of 25°12'32", with an arc length of 22.00 feet, with a chord bearing of N74°54'29"W, with a chord length of 21.82 feet;
Thence N62°18'13"W, a distance of 11.18 feet;
Thence through a curve to the right having a radius of 47.50 feet, with a central angle of 64°47'28", with an arc length of 53.71 feet, with a chord bearing of N29°54'29"W, with a chord length of 50.90 feet;
Thence N02°29'15"E, a distance of 28.65 feet;
Thence N87°30'45"W, a distance of 63.00 feet;
Thence S02°29'15"W, a distance of 13.27 feet;
Thence through a curve to the right having a radius of 52.50 feet, with a central angle of 14°13'34", with an arc length of 13.04 feet, with a chord bearing of S09°36'02"W, with a chord length of 13.00 feet;
Thence S45°42'46"W, a distance of 50.90 feet;
Thence through a non-tangent curve to the right having a radius of 52.50 feet, with a central angle of 38°36'06", with an arc length of 35.37 feet, with a chord bearing of N85°59'13"W, with a chord length of 34.71 feet;
Thence N66°41'10"W, a distance of 276.48 feet;
Thence through a curve to the right having a radius of 112.50 feet, with a central angle of 10°00'00", with an arc length of 19.63 feet, with a chord bearing of N61°41'10"W, with a chord length of 19.61 feet;
Thence N56°41'10"W, a distance of 48.23 feet;
Thence through a curve to the right having a radius of 42.50 feet, with a central angle of 70°00'00", with an arc length of 51.92 feet, with a chord bearing of N21°41'10"W, with a chord length of 48.75 feet;
Thence N13°18'50"E, a distance of 48.23 feet;
Thence through a curve to the right having a radius of 112.50 feet, with a central angle of 10°00'00", with an arc length of 19.63 feet, with a chord bearing of N18°18'50"E, with a chord length of 19.61 feet;
Thence N66°41'10"W, a distance of 48.00 feet;
Thence through a non-tangent curve to the right having a radius of 112.50 feet, with a central angle of 10°00'00", with an arc length of 19.63 feet, with a chord bearing of S28°18'50"W, with a chord length of 19.61 feet;
Thence S33°18'50"W, a distance of 26.95 feet;
Thence through a curve to the left having a radius of 103.50 feet, with a central angle of 63°46'46", with an arc length of 115.21 feet, with a chord bearing of S01°25'27"W, with a chord length of 109.36 feet;
Thence S59°32'04"W, a distance of 73.40 feet;
Thence S24°00'18"W, a distance of 352.84 feet;
Thence N65°59'44"W, a distance of 42.77 feet;
Thence N66°41'44"W, a distance of 32.12 feet;
Thence through a curve to the right having a radius of 204.50 feet, with a central angle of 13°06'57", with an arc length of 46.81 feet, with a chord bearing of N60°08'15"W, with a chord length of 46.71 feet;
Thence through a reverse curve to the left having a radius of 255.50 feet, with a central angle of 13°06'57", with an arc length of 58.49 feet, with a chord bearing of N60°08'15"W, with a chord length of 58.36 feet;
Thence N66°41'42"W, a distance of 100.98 feet;

Thence through a curve to the right having a radius of 52.00 feet, with a central angle of $89^{\circ}38'07''$, with an arc length of 81.35 feet, with a chord bearing of $N21^{\circ}52'41''W$, with a chord length of 73.30 feet;

Thence through a reverse curve to the left having a radius of 2547.00 feet, with a central angle of $05^{\circ}28'34''$, with an arc length of 243.43 feet, with a chord bearing of $N20^{\circ}12'05''E$, with a chord length of 243.34 feet;

Thence $N17^{\circ}27'49''E$, a distance of 485.35 feet;

Thence through a non-tangent curve to the right having a radius of 4972.86 feet, with a central angle of $06^{\circ}53'33''$, with an arc length of 598.22 feet, with a chord bearing of $N19^{\circ}19'39''E$, with a chord length of 597.86 feet;

Thence through a compound curve to the right having a radius of 5959.50 feet, with a central angle of $03^{\circ}46'07''$, with an arc length of 391.99 feet, with a chord bearing of $N24^{\circ}41'45''E$, with a chord length of 391.92 feet, to the point of beginning.

Containing: 61.81 Acres, more or less

SAMPLE

APN: 536-040-15

All that certain parcel of land, shown as Parcel B-1-B on that Dedication Tract Map No. 5292, Official Records of Washoe County, Nevada, also being within Section 10, Township 20 North, Range 20 East, M.D.M, Washoe County, Nevada, being more particularly described as follows:

Beginning at the most Northwest corner of said Parcel B-1-B, said point also being at the end of the curve on the Southerly Right-of-Way line of Wingfield Hills Road, as shown on said Dedication Tract Map No. 5292;

Thence through a non-tangent curve to the left having a radius of 1987.00 feet, with a central angle of $02^{\circ}15'49''$, with an arc length of 78.50 feet, with a chord bearing of $S89^{\circ}39'28''E$, with a chord length of 78.50 feet;

Thence through a compound curve to the left having a radius of 1987.00 feet, with a central angle of $09^{\circ}13'38''$, with an arc length of 320.00 feet, with a chord bearing of $N84^{\circ}35'49''E$, with a chord length of 319.65 feet;

Thence $N79^{\circ}59'00''E$, a distance of 303.01 feet;

Thence through a curve to the right having a radius of 1963.00 feet, with a central angle of $00^{\circ}48'46''$, with an arc length of 27.85 feet, with a chord bearing of $N80^{\circ}23'23''E$, with a chord length of 27.85 feet; thence through a compound curve to the right having a radius of 37.00 feet, with a central angle of $91^{\circ}39'58''$, with an arc length of 59.20 feet, with a chord bearing of $S53^{\circ}22'15''E$, with a chord length of 53.08 feet;

Thence $N82^{\circ}27'44''E$, a distance of 38.00 feet;

Thence through a non-tangent curve to the right having a radius of 37.00 feet, with a central angle of $91^{\circ}39'58''$, with an arc length of 59.20 feet, with a chord bearing of $N38^{\circ}17'43''E$, with a chord length of 53.08 feet;

Thence through a compound curve to the right having a radius of 1963.00 feet, with a central angle of $13^{\circ}22'42''$, with an arc length of 458.36 feet, with a chord bearing of $S89^{\circ}10'56''E$, with a chord length of 457.32 feet;

Thence through a compound curve to the right having a radius of 98.00 feet, with a central angle of $31^{\circ}45'20''$, with an arc length of 54.32 feet, with a chord bearing of $S66^{\circ}36'55''E$, with a chord length of 53.62 feet;

Thence $S50^{\circ}44'15''E$, a distance of 14.30 feet;

Thence through a curve to the right having a radius of 98.00 feet, with a central angle of $40^{\circ}17'50''$, with an arc length of 68.93 feet, with a chord bearing of $S30^{\circ}35'20''E$, with a chord length of 67.51 feet;

Thence through a compound curve to the right having a radius of 398.00 feet, with a central angle of $22^{\circ}52'46''$, with an arc length of 158.93 feet, with a chord bearing of $S00^{\circ}59'58''W$, with a chord length of 157.88 feet;

Thence $S12^{\circ}26'22''W$, a distance of 92.06 feet;

Thence $S12^{\circ}26'22''W$, a distance of 69.08 feet;

Thence through a curve to the left having a radius of 3026.00 feet, with a central angle of $05^{\circ}07'24''$, with an arc length of 270.59 feet, with a chord bearing of $S09^{\circ}52'40''W$, with a chord length of 270.50 feet;

Thence through a reverse curve to the right having a radius of 2974.00 feet, with a central angle of $01^{\circ}45'04''$, with an arc length of 90.90 feet, with a chord bearing of $S08^{\circ}11'30''W$, with a chord length of 90.89 feet;

Thence through a compound curve to the right having a radius of 37.00 feet, with a central angle of $91^{\circ}05'33''$, with an arc length of 58.82 feet, with a chord bearing of $S54^{\circ}36'49''W$, with a chord length of 52.82 feet;

Thence $S10^{\circ}09'35''W$, a distance of 38.00 feet;

thence through a non-tangent curve to the right having a radius of 37.00 feet, with a central angle of $91^{\circ}05'33''$, with an arc length of 58.82 feet, with a chord bearing of $S34^{\circ}17'39''E$, with a chord length of 52.82 feet;

Thence through a compound curve to the right having a radius of 2974.00 feet, with a central angle of $01^{\circ}56'54''$, with an arc length of 101.12 feet, with a chord bearing of $S12^{\circ}13'35''W$, with a chord length of 101.12 feet;

Thence $S13^{\circ}12'02''W$, a distance of 184.66 feet;

Thence through a curve to the right having a radius of 974.00 feet, with a central angle of $04^{\circ}05'47''$, with an arc length of 69.64 feet, with a chord bearing of $S15^{\circ}14'55''W$, with a chord length of 69.62 feet;

Thence $S17^{\circ}17'49''W$, a distance of 303.71 feet;

Thence $S17^{\circ}17'49''W$, a distance of 124.74 feet;

Thence $N72^{\circ}41'43''W$, a distance of 278.05 feet;

Thence through a curve to the right having a radius of 641.00 feet, with a central angle of $07^{\circ}24'27''$, with an arc length of 82.87 feet, with a chord bearing of $N68^{\circ}59'30''W$, with a chord length of 82.81 feet;

Thence $N65^{\circ}17'16''W$, a distance of 255.88 feet;

Thence through a curve to the left having a radius of 559.00 feet, with a central angle of $11^{\circ}24'26''$, with an arc length of 111.29 feet, with a chord bearing of $N70^{\circ}59'29''W$, with a chord length of 111.11 feet;

Thence $N76^{\circ}41'42''W$, a distance of 368.03 feet;

Thence through a curve to the right having a radius of 541.00 feet, with a central angle of $10^{\circ}00'40''$, with an arc length of 94.53 feet, with a chord bearing of $N71^{\circ}41'22''W$, with a chord length of 94.41 feet;

Thence $N66^{\circ}41'02''W$, a distance of 108.87 feet;

Thence $N23^{\circ}18'58''E$, a distance of 41.00 feet;

Thence $N23^{\circ}18'58''E$, a distance of 26.00 feet;

Thence through a non-tangent curve to the left having a radius of 450.00 feet, with a central angle of $10^{\circ}28'07''$, with an arc length of 82.22 feet, with a chord bearing of $N71^{\circ}55'06''W$, with a chord length of 82.11 feet;

Thence through a reverse curve to the right having a radius of 98.00 feet, with a central angle of $74^{\circ}26'23''$, with an arc length of 127.32 feet, with a chord bearing of $N39^{\circ}55'58''W$, with a chord length of 118.56 feet;

Thence through a non-tangent curve to the right having a radius of 398.00 feet, with a central angle of $26^{\circ}01'44''$, with an arc length of 180.81 feet, with a chord bearing of $N10^{\circ}18'06''E$, with a chord length of 179.26 feet;

Thence $N23^{\circ}18'58''E$, a distance of 229.91 feet;

Thence through a curve to the left having a radius of 1063.00 feet, with a central angle of $04^{\circ}38'03''$, with an arc length of 85.98 feet, with a chord bearing of $N20^{\circ}59'57''E$, with a chord length of 85.95 feet;

Thence through a reverse curve to the right having a radius of 258.00 feet, with a central angle of $09^{\circ}37'56''$, with an arc length of 43.37 feet, with a chord bearing of $N23^{\circ}29'53''E$, with a chord length of 43.32 feet;

Thence through a reverse curve to the left having a radius of 262.00 feet, with a central angle of $15^{\circ}46'33''$, with an arc length of 72.14 feet, with a chord bearing of $N20^{\circ}25'34''E$, with a chord length of 71.91 feet;

Thence through a compound curve to the left having a radius of 1075.00 feet, with a central angle of $07^{\circ}20'50''$, with an arc length of 137.85 feet, with a chord bearing of $N08^{\circ}51'53''E$, with a chord length of 137.76 feet;

Thence $N05^{\circ}11'28''E$, a distance of 99.13 feet;

Thence $N05^{\circ}11'28''E$, a distance of 22.66 feet;

Thence through a curve to the right having a radius of 274.50 feet, with a central angle of $16^{\circ}32'51''$, with an arc length of 79.28 feet, with a chord bearing of $N13^{\circ}27'53''E$, with a chord length of 79.00 feet;

Thence through a compound curve to the right having a radius of 49.50 feet, with a central angle of $69^{\circ}44'08''$, with an arc length of 60.25 feet, with a chord bearing of $N56^{\circ}36'23''E$, with a chord length of 56.60 feet; to the point of beginning,

Containing: 46.00 Acres, more or less

APN: 536-024-19 & 083-024-22

All those certain parcels of land, shown as Parcels A-3 and A-4 on that Parcel Map No. 5091, Official Records of Washoe County, Nevada, also being within Section 10, Township 20 North, Range 20 East, M.D.M, Washoe County, Nevada, being more particularly described as follows:

Thence N23°18'50"E, a distance of 1507.00 feet;
Thence S66°41'10"E, a distance of 15.00 feet;
Thence N23°18'50"E, a distance of 5.00 feet;
Thence through a curve to the right having a radius of 80.00 feet, with a central angle of 89°59'25", with an arc length of 125.65 feet, with a chord bearing of N68°18'33"E, with a chord length of 113.13 feet;
Thence S66°41'44"E, a distance of 457.44 feet;
Thence through a curve to the left having a radius of 1999.00 feet, with a central angle of 14°34'16", with an arc length of 508.37 feet, with a chord bearing of S73°58'52"E, with a chord length of 507.00 feet;
Thence through a reverse curve to the right having a radius of 118.00 feet, with a central angle of 86°27'28", with an arc length of 178.06 feet, with a chord bearing of S38°02'16"E, with a chord length of 161.64 feet;
Thence S05°11'28"W, a distance of 105.13 feet;
Thence through a curve to the right having a radius of 989.00 feet, with a central angle of 18°07'30", with an arc length of 312.86 feet, with a chord bearing of S14°15'13"W, with a chord length of 311.56 feet;
Thence S23°18'58"W, a distance of 229.91 feet;
Thence through a curve to the left having a radius of 472.00 feet, with a central angle of 09°06'26", with an arc length of 75.02 feet, with a chord bearing of S18°45'45"W, with a chord length of 74.95 feet;
Thence through a reverse curve to the right having a radius of 98.00 feet, with a central angle of 60°43'51", with an arc length of 103.88 feet, with a chord bearing of S44°34'28"W, with a chord length of 99.08 feet;
Thence through a reverse curve to the left having a radius of 98.00 feet, with a central angle of 81°46'51", with an arc length of 139.88 feet, with a chord bearing of S34°02'58"W, with a chord length of 128.30 feet;
Thence through a reverse curve to the right having a radius of 398.00 feet, with a central angle of 30°09'26", with an arc length of 209.48 feet, with a chord bearing of S08°14'15"W, with a chord length of 207.07 feet;
Thence S23°18'58"W, a distance of 448.46 feet;
Thence N66°41'02"W, a distance of 1278.90 feet, to the point of beginning,
Containing: 46.55 acres, more or less



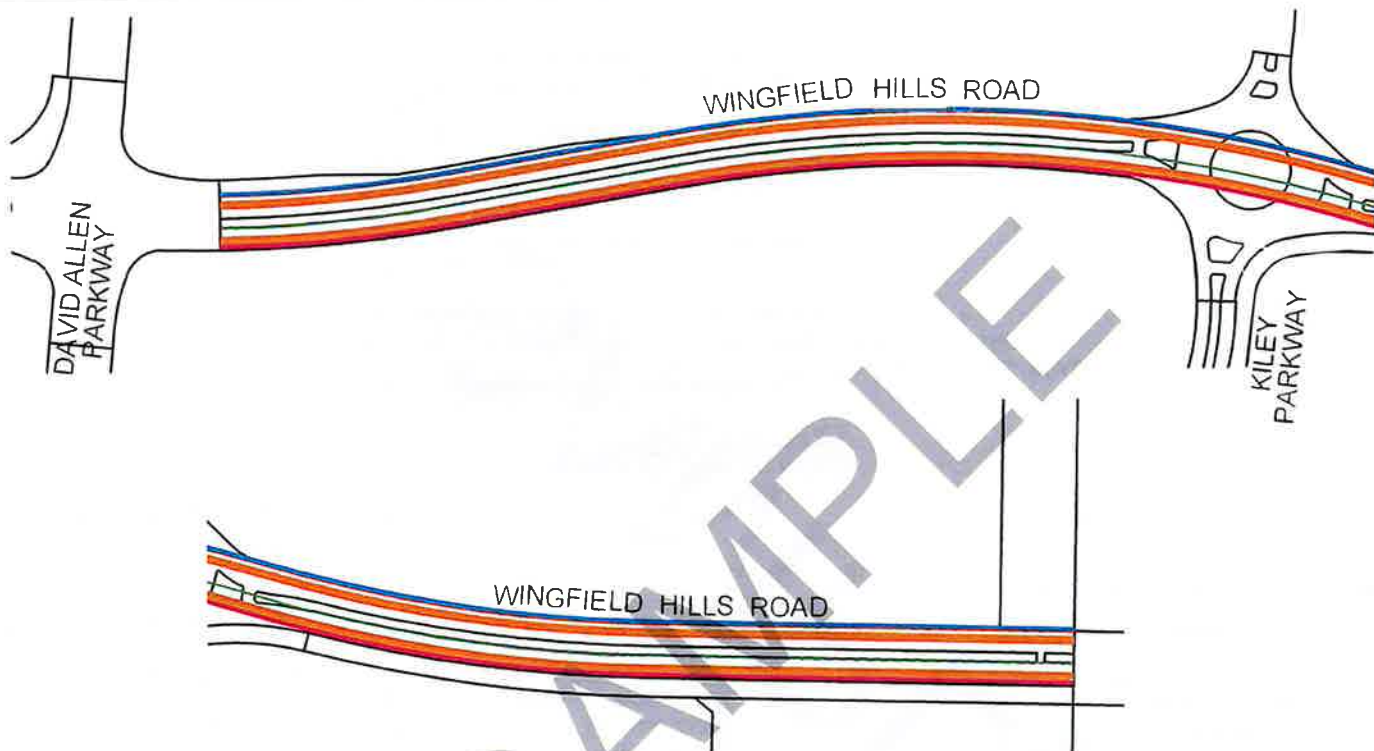
Prepared by:
Christy Corporation
Sparks, Nevada
89436
775.502.8852

**Kiley Ranch North
Regional Road Impact Fee Offsets**

EXHIBIT "C"

Offered Improvements Application/Submittals

SAMPLE



QUANTITIES OF OFFSET ELIGIBLE IMPROVEMENTS:

ITEM:	UNIT QTY:
■ MEDIAN CURB W/ BASE	2,670± LF
■ 5' SIDEWALK W/ BASE	13,350± SF
■ CURB AND GUTTER W/ BASE	2,670± LF
■ AC PAVEMENT W/ BASE (TRAVEL LANES)	58,740± SF
■ AC PAVEMENT W/ BASE (BIKE LANE)	13,350± SF
ROW WIDTH	197,580± SF
STORM DRAIN PERCENTAGE OF TOTAL	
SIGNAGE/STRIPING/TRAFFIC SIGNAL	
LAND	

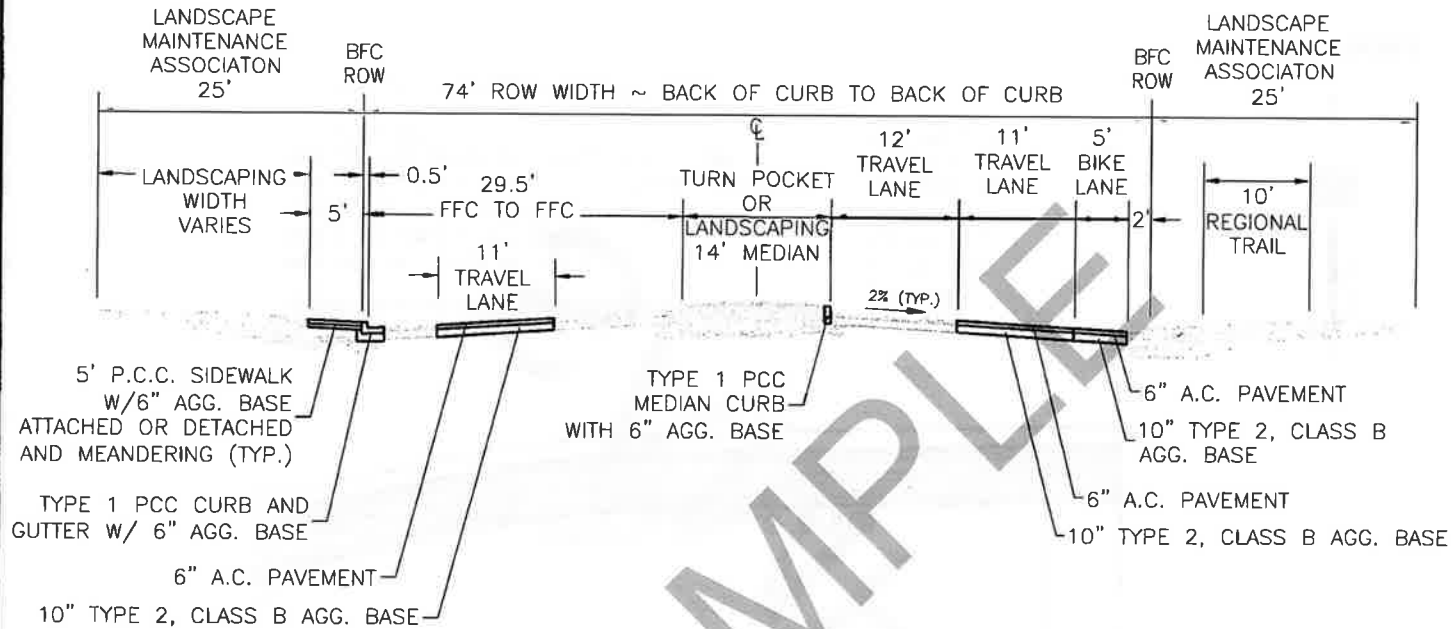


NOT TO SCALE



1000 Kiley Pkwy | Sparks, Nevada 89436
 775 502.8562 christynv.com

EXHIBIT FOR
 WINGFIELD HILLS ROAD
 OFFSET ELIGIBLE IMPROVEMENTS



WINGFIELD HILLS ROAD
NOT TO SCALE

RTC OFFSET ELIGIBLE IMPROVEMENTS:

THE TOTAL CENTERLINE LENGTH OF THE WINGFIELD HILLS ROAD IMPROVEMENTS IS 2670'. THE FOLLOWING DESCRIBES THE RTC CREDIBLE IMPROVEMENTS (SHOWN ABOVE).

- GRADING
- ONE 11' LANE, EACH SIDE OF ROADWAY
- ONE 5' BIKE LANE
- ONE SIDE OF MEDIAN CURB W/BASE
- ONE SIDE OF CURB AND GUTTER W/BASE
- ONE SIDE OF SIDEWALK W/BASE
- LAND
- STORM DRAIN PERCENTAGE OF TOTAL
- SIGNAGE/STRIPING/TRAFFIC SIGNAL

CHRISTY CORPORATION

1000 Killey Pkwy | Sparks, Nevada 89436
775.502.8552 | christynv.com

EXHIBIT FOR
WINGFIELD HILLS ROAD
CROSS SECTION



**Kiley Ranch North
Regional Road Impact Fee Offsets**

EXHIBIT "D"
Letter of Approval

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2019

Scott Christy, P.E.
KM2 Development Inc.
1000 Kiley Parkway
Sparks, NV 89436

Subject: Letter of Approval for Regional Road Impact Fee Waivers

Dear Scott,

The Regional Road Impact Fee (RRIF) Administrators for the RTC and the City of Sparks have reviewed and approved your application to receive RRIF waivers for the construction of Wingfield Hills Road, a new 4 lane regional roadway. A RRIF Offset Agreement for this work is being prepared and will be forwarded to the RTC Board and the City of Sparks with a recommendation for approval. Upon approval and execution of the Offset Agreement by these bodies, the agreement will be forwarded to the Developer of Record for signature.

Please feel free to contact Julie Masterpool, Engineering Manager for the RTC, at (775) 335-1897 should you have any questions regarding this subject.

Sincerely,

**REGIONAL TRANSPORTATION COMMISSION
RRIF ADMINISTRATOR**

Brian Stewart, P.E.
Engineering Director

**CITY OF SPARKS
RRIF ADMINISTRATOR**

Jon Ericson, P.E.
City of Sparks RRIF Administrator

BS/JDM

Cc:

File: RRIF Offset Agreement # 513004

EXHIBIT "E"

QA/QC and RTC Special Technical Specifications

SAMPLE

EXHIBIT E

INSPECTION, TESTING AND VERIFICATION AND QUALITY ASSURANCE PROGRAM

SECTION 1 - GENERAL

It is the intent of this program to set forth the requirements and responsibilities of those parties involved in the inspection, testing, verification, and acceptance of improvements offered as capital contributions under the Regional Road Impact Fee (RRIF) system so that consistent and satisfactory quality is achieved in the constructed products.

All new construction shall have an Engineer of Record (EOR), when required by the Regional Transportation Commission (RTC), retained by the owner and reporting to the RTC Administrator. The contractor shall not retain the EOR, unless he is also the owner. The EOR shall not be the contractor. The EOR shall be responsible for all inspection, testing and verification of the constructed improvements as to compliance with this chapter, the improvement plans of record and with local development codes. The EOR is not responsible for means, methods, techniques, sequences or procedures of construction nor safety of the construction site. Quality control shall be the responsibility of the Contractor.

In addition, all new construction requiring an EOR shall have a Testing Firm responsible to the EOR and reporting to the EOR.

SECTION 2 - RESPONSIBILITIES

1. **DEVELOPER OF RECORD (DOR)**
 - a) Shall retain the services of an EOR. Shall provide a copy of this program to the EOR.
 - b) Shall retain the services of a Testing Firm which shall be responsible to the EOR and report to the EOR. Shall provide a copy of this program to the Testing Firm.
 - c) Shall make every reasonable effort to retain as the EOR, the services of the firms or persons responsible for the preparation of the approved soils report and the improvement plans of record.
 - d) Shall retain the services of a contractor and notify said contractor of the requirements of this Chapter. Shall provide a copy of this program to the Contractor.
 - e) Shall be responsible to the RTC for the adequacy of completed work covered

EXHIBIT E

under this chapter. Any defective material, equipment, or workmanship, or any unsatisfactory work which may be discovered before final acceptance, or within 1 year thereafter, shall be corrected immediately on the requirement of the EOR or RTC Administrator, without extra charge, notwithstanding that it may have been overlooked in previous inspections. Failure to ensure adequate inspection of the work shall not relieve the owner from any obligation to perform sound and reliable work.

- f) Shall designate a representative with authority to act on behalf of the owner for all work performed.
- g) The owner acknowledges the need for continuing involvement of the firms or persons responsible for the preparation of the approved project soils report and the improvement plans of record during construction. In the event the EOR is different from the above-mentioned firms or persons, the owner agrees to be financially responsible for services provided by the said firms or persons as requested by the EOR.

2. ENGINEER OF RECORD (EOR)

- a) Shall initiate a pre-construction conference for construction of improvements at least one week in advance of initial construction. Representatives of the owner, contractor, Local Government, RTC Administrator, EOR and testing firm shall attend.
- b) Shall provide a written summary of the pre-construction conference to the owner, contractor, Local Government and the RTC Administrator, and will also notify the participants of any significant changes in writing at least 2 working days in advance of implementing the changes.
- c) Shall notify the RTC Administrator and the Local Government of the date and hour that work on any of the following items is expected to begin. Notification shall be given not less than 24 hours in advance; and, if thereafter conditions develop to delay the start of work, the EOR shall notify the RTC Administrator and the Local Government of the delay, not less than 2 hours before the work was to begin:
 - 1. Grading, excavation, and fill operations within public right-of-way.
 - 2. Laying of sewer lines, drainage lines or appurtenances.
 - 3. Backfilling of sewer lines, drainage lines or appurtenances.

EXHIBIT E

4. Placing of reinforcing steel, forms and falsework for concrete structures.
 5. Placing the concrete for curbs, gutters, sidewalks, alleys, valley gutters, headwalls, or structures.
 6. Placing of any type of base course or courses.
 7. Tacking bituminous or concrete surfaces.
 8. Placing asphalt concrete or Portland cement concrete pavement.
 9. Sealing asphalt concrete or Portland cement concrete pavement.
- d) Shall submit for review, prior to initiation of the preconstruction conference, the qualifications of the testing firm and the field inspection and testing technician personnel for the project. Said qualifications shall meet the minimum specified in this chapter.
- e) Shall make inspection of workmanship and materials in accordance with this chapter. No work nor materials will be accepted without such inspection. Shall also review catalog cuts and data sheets for material submittals. The EOR will make every reasonable effort to perform inspection and testing services in a manner which will accommodate the construction schedule.
- f) Shall provide to the RTC Administrator and Local Government, on a bi-weekly basis, copies of the daily inspection/testing reports for the previous 2 weeks.
- g) Shall immediately notify the RTC Administrator and Local Government of any proposed changes from the improvement drawings of record. Should the RTC Administrator determine that the proposed change is major in nature, such change shall require prior approval by the RTC Administrator. The Local Government will not be liable for any delays caused by the review and approval of such changes.
- h) Shall arrange as part of his contract with the owner to confer and coordinate with the firms or persons responsible for the preparation of the approved project soils report and the improvement plans of record throughout the construction of the project to evaluate compliance with the requirements of this chapter. In the event that the firms or persons responsible for the preparation of the approved project soils report or improvement plans of

EXHIBIT E

record are not available for consultation, the EOR shall notify the RTC Administrator and Local Government of such prior to commencement of construction. In this event, the EOR and the RTC Administrator and Local Government shall agree to an alternative arrangement for providing the necessary soils report and improvement plans of record interpretations prior to commencement of construction.

- i) Shall notify in writing the DOR, Contractor, Local Government, and the RTC Administrator, if, during the course of construction, the EOR finds that defective materials or workmanship not meeting requirements have been constructed and not satisfactorily corrected by the contractor within one week of verbal notification to the contractor. The written notification shall be supported by field reports and/or test results.
- j) Shall, upon completion of construction of improvements, provide the RTC with a letter of verification on the format provided by the RTC, verifying the adequacy of the improvements and providing verification of all final quantities and unit prices; and, that construction, inspection, and testing were performed in compliance with this chapter, improvement plans of record and RTC standards; and, provide sepia-mylars of any changes from the approved improvement plans of record or a statement that no changes were made; and, provide copies of inspection and test reports, if not already provided. The final completion and acceptance of all such improvements, including recommendations of release and return of any security, shall be subject to the approval of the RTC Administrator.
- k) Shall sign and wet-stamp, or cause to be signed and wet-stamped by a Nevada registered Civil Engineer, all drawings, reports and test data, and forward such to the RTC, Local Government, DOR, and Contractor.

3. RTC Administrator

- a) Shall assign a primary contact to the EOR who shall serve as the RTC's representative during construction of bonded improvements. This primary contact shall be known as the RTC Quality Assurance Inspector (QAI). The qualifications of the QAI, as a minimum, will meet the qualifications of a Public Works Construction Inspector.
- b) Shall attend the preconstruction conference initiated by the EOR.
- c) Shall check and evaluate that adequate inspection personnel are on-site during the construction of bonded improvements. Should the QAI determine

EXHIBIT E

that adequate personnel are not available on-site for inspection, the QAI shall immediately advise the EOR of the situation and so record the incident in his daily report.

- d) Shall keep a daily report of construction activities he observes, including pertinent conversations with the EOR.
- e) Shall, on a bi-weekly basis, review the daily inspection/testing reports submitted by the EOR. Any unsatisfactory test results shall be called to the attention of the EOR.
- f) Shall review the qualifications of the EOR to determine if they meet the minimum requirements of this chapter. If it is determined that the EOR does not meet said minimum requirements, the owner shall review the improvement agreement (Exhibit C) and retain an EOR meeting the qualifications of this chapter as determined by the RTC Administrator.
- g) Shall review the qualifications of the EOR's field inspection personnel to determine if the qualifications meet the minimum requirements of this chapter. If it is determined that the EOR's field inspection personnel do not meet said requirements, substitute field personnel will be required.
- h) Shall evaluate the performance of the EOR's field inspection personnel. The RTC Administrator shall have the authority to reject the selection of the testing firm, testing technicians or field inspection personnel for the project. The RTC Administrator shall also have the authority to reject the field inspection personnel or testing technician and direct substitute personnel in the event of unsatisfactory performance by said personnel in the opinion of the RTC Administrator.

4. CONTRACTOR

- a) Shall be responsible for construction of improvements and quality control. This responsibility shall include the means, methods, techniques, sequence, and procedures of construction and safety of the construction site. All such construction shall conform to the requirements of both the most recently adopted version of the Standard Specifications for Public Works Construction (SSPWC), Standard Details for Public Works Construction (SDPWC), the Special Technical Specifications for Capital Contribution Front Ending Agreements (STS for CCFEAs), the approved plans, and the requirements of this chapter.

EXHIBIT E

- b) Shall attend the pre-construction conference initiated by the EOR. The contractor shall present a proposed construction schedule including construction milestones, and designate a representative who has the authority to resolve issues during construction.
- c) Shall provide accessibility and exposure of all construction work subject to inspection until inspected by the EOR. Neither the RTC nor the EOR shall be liable for expenses entailed in the removal or replacement of any material required to allow inspection.
- d) Shall notify the EOR two (2) working days in advance of initiating construction or resuming construction after any unscheduled interruptions.

SECTION 3 - INSPECTION REQUIREMENTS

1. GENERAL

For the purpose of implementing the requirements of this chapter, full-time inspection shall mean the EOR or his field inspector shall be present at all times to observe the operations of the contractor during the designated construction activity.

2. GRADING, EXCAVATION, AND FILLS

Full-time inspection of all materials, native or imported, to evaluate their compliance with the SSPWC and this chapter; that the subgrade is prepared according to the SSPWC; that all subgrade materials encountered are as expected according to the approved soils report, or if not, are appropriately addressed by over-excavation and stabilization with suitable material or as otherwise recommended in the approved soils report or by redesign of the pavement section.

3. STREET

Inspection to determine that alignment and grade of the street conforms to the improvement plans of record.

4. UNDERGROUND UTILITIES

- a) Inspection of pipe materials and bedding prior to the placing of any pipe to evaluate conformance with the SSPWC. Collection of applicable manufacturer's certifications.

EXHIBIT E

- b) Inspection of installation of pipe laid to grade, mortar jointed or gasketed pipe prior to placing any material around or above pipe to evaluate conformance with the SSPWC.
- c) Full-time inspection of each lift of backfill to evaluate conformance with the SSPWC.
- d) Inspection for pipe installation, not including backfill, by utility company shall be the responsibility of the appropriate utility.
- e) Inspection of construction and/or installation of manholes, catch basins, and drop inlets to evaluate compliance with the SSPWC.
- f) Inspection of alignment and elevations to evaluate compliance with the improvement plans of record and specifications.

5. AGGREGATE BASE COURSES FOR STREETS, CURBS, GUTTERS, SIDEWALKS, AND ALLEYS

Inspection of all material brought to the site to evaluate uniformity with tested and approved samples; inspection of placement and compaction of aggregate base to evaluate compliance with the SSPWC and this chapter and to confirm that grades conform to those specified in the improvement plans of record.

6. REINFORCING STEEL, FORMS AND FALSEWORK

Inspection of reinforcing steel, forms, and falsework prior to placement of concrete to evaluate compliance with the improvement plans of record, specifications, shop drawings and the SSPWC.

7. PORTLAND CEMENT CONCRETE

Full-time inspection of all concrete pours including curb, gutter, sidewalks, driveway apron, alleys, valley gutters, structures, headwalls, slope paving and roadway pavement to evaluate compliance with the improvement plans of record, specifications, details, the SSPWC and this chapter.

8. ASPHALT CONCRETE

- a) Full-time inspection to evaluate compliance with the improvement plans of record, details, specifications, the SSPWC, and this chapter.

EXHIBIT E

- b) Inspection at the plant may be required by the RTC Administrator or the EOR to monitor oil content, aggregate grading, mineral filler content and temperature.

9. PRIME COAT, TACK COAT, SEAL COAT AND SURFACE TREATMENT

Sufficient inspection to evaluate compliance with the SSPWC.

10. SEWER AND PRESSURE LINES

In addition to inspection required in Paragraph 4b above:

- a) Sewer Lines: Ball and flushing operations shall be done in the presence of the EOR or his field inspector and the local governmental inspector.
- b) Pressure Tests: To be accomplished in presence of the EOR or his field inspector to evaluate conformance with the SSPWC and this chapter.

11. LANDSCAPING WITHIN THE RTC RIGHT-OF-WAY OR WITHIN A PUBLIC IMPROVEMENT EASEMENT, COMMON AREA AMENITIES

Sufficient inspections to evaluate compliance with SSPWC, the improvement plans of record, and specifications.

SECTION 4 - TESTING REQUIREMENTS

Shall comply to the requirements set forth in the latest revision of the SSPWC and the STS for CCFEAs.

SECTION 5 - PERSONNEL QUALIFICATIONS

1. ENGINEER OF RECORD (EOR)

An Engineer of Record who is retained as a consultant by the owner is required to be legally authorized to practice civil engineering in the State of Nevada in accordance with Nevada Revised Statutes (NRS) Chapter 625.

A firm, a co-partnership, a corporation or joint-stock association may engage in the practice of Engineer of Record for the RTC, if the member or members of the firm, co-partnership, corporation or joint-stock association immediately responsible for engineering work performed in the RTC are Nevada registered professional civil or geological engineers in accordance with NRS Chapter 625.

EXHIBIT E

Every office or place of business of any firm, co-partnership, corporation or joint-stock association engaged as an Engineer of Record under these requirements shall have a registered professional civil engineer in residence and in direct responsible supervision of the work needed to satisfy the requirements of this chapter conducted in such office or place of business.

An Engineer of Record shall be familiar with the SSPWC, SDPWC, RTC and local government design standards, and all associated testing procedures.

2. FIELD INSPECTOR

- a) **General:** The field inspector's qualifications shall include sufficient education and experience to assure understanding of the quality control principles and the ability to implement the procedures related to their assigned duties.

The education and experience requirements specified below shall not be treated as absolute when other factors provide reasonable assurance that a person can competently perform a particular task. One factor may be "demonstrated capability" in a given job through previous performance.

- b) **Education and Experience:** To be considered qualified as a RTC approved field inspector, a candidate must meet the general requirements as mentioned above and satisfy at least one of the following requirements:
1. High school graduate plus at least three years of construction quality control experience in equivalent testing, or inspection activities, or
 2. Completion of college level work leading to an associates degree in a related discipline plus at least six months of construction control experience in equivalent testing, examination or inspection activities.

The field inspector shall be familiar with the SSPWC and this chapter, as well as all associated testing procedures.

3. TESTING TECHNICIAN

To be considered qualified as a RTC approved testing technician, a candidate must meet the general requirements mentioned in 2a) above and satisfy at least one of the following requirements:

EXHIBIT E

- a) One year of construction quality control experience in equivalent testing or inspection activities, or
- b) High school graduate plus at least six months of construction quality control experience in equivalent testing or inspection activities, or
- c) Completion of college level work leading to an associates degree in a related construction quality control discipline plus at least three months of experience in equivalent testing or inspection activities.
- d) Completion of at least two years college level work towards a four-year degree in a related discipline plus at least three months of construction quality control experience in equivalent testing or inspection activities.

The testing technician shall be familiar with the testing procedures outlined in the SSPWC and this chapter.

4. TESTING FIRM

- a) **General:** The testing services of the testing firm shall be under the direction of a registered civil or geological engineer in the State of Nevada who is a full-time employee of the firm and has at least 5 years engineering experience in the inspection and testing of soil, concrete, and asphalt.
- b) **Laboratory:** The testing firm is responsible for laboratory testing of soil, concrete and asphalt and shall have suitable test equipment and laboratory facilities for storing, preparing and testing samples. The firm shall have the capability of performing all laboratory testing associated with its intended functions according to governing procedures and shall have the facilities and equipment required for all laboratory testing performed. If at any one time equipment or expertise in the performance of a specialized test is not available in-house, the services of a subconsultant or his equipment may be utilized.

As evidence of its competence to perform the required tests or inspections, the agency shall have its laboratory procedures and equipment inspected at intervals of not more than 3 years by a qualified authority in accordance with a recognized plan.

- c) **Quality of Testing Systems:** The firm shall make available information (as applicable) describing its procedural systems (procedures which directly affect the quality of services offered). In addition, the firm shall maintain

EXHIBIT E

documentation which provides evidence of compliance with the requirements of its procedural systems. The agency's procedural systems shall include the following:

1. Equipment calibration programs.
2. Standardization of methods of test, measurement, and determination.
3. Data recording, processing, and reporting.
4. A current quality assurance manual.

SAMPLE

EXHIBIT "F"

Standard Specifications

EXHIBIT
SAMPLE

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

MATERIAL AND WORKMANSHIP – WARRANTY OF CORRECTIONS

Corrections ordered in accordance with section 100.17 of the Standard Specifications for Public Works Construction titled, "Material and Workmanship", for items discovered in the year following final acceptance of the project shall be warranted for a one (1) year period following acceptance by the RTC of the correction. Should the correction itself prove defective, the Contractor shall be obliged to make further correction. The warranty period on the correction shall continue to be extended for one (1) year following acceptance by the RTC of the initial or any subsequent corrective actions.

SAMPLE

**Kiley Ranch North
Regional Road Impact Fee Offsets**

EXHIBIT "G"
RRIF Fee Schedule

EXHIBIT "G"

REGIONAL ROAD IMPACT FEE SCHEDULE

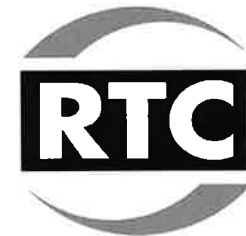
Land Use	Unit	North Service Area		South Service Area	
		VMT	Dollars (\$320.71/VMT)	VMT	Dollars (313.18/VMT)
Residential					
Single-Family	Dwelling	15.03	\$4,820.27	14.22	\$4,453.42
Multi-Family	Dwelling	10.23	\$3,280.86	9.68	\$3,031.58
Industrial					
General Light Industrial	1,000 GFA	5.05	\$1,619.59	4.78	\$1,497.00
Manufacturing	1,000 GFA	4.00	\$1,282.84	3.79	\$1,186.95
Warehouse	1,000 GFA	1.77	\$567.66	1.68	\$526.14
Mini-Warehouse	1,000 GFA	1.54	\$493.89	1.46	\$457.24
Commercial/Retail					
Commercial/Retail	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14
Eating/Drinking Places	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14
Casino/Gaming	1,000 GFA	46.90	\$15,041.30	44.37	\$13,895.80
Office and Other Services					
Schools	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56
Day Care	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56
Lodging	Room	3.41	\$1,093.62	3.23	\$1,011.57
Hospital	1,000 GFA	10.92	\$3,502.15	10.33	\$3,235.15
Nursing Home	1,000 GFA	6.76	\$2,168.00	6.40	\$2,004.35
Medical Office	1,000 GFA	35.44	\$11,365.96	33.53	\$10,500.93
Office and Other Services	1,000 GFA	9.92	\$3,181.44	9.39	\$2,940.76
Regional Recreational Facility	Acre	2.32	\$744.05	2.20	\$689.00

**Regional Road
Impact Fee
(RRIF)**

6th Edition

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Kiley Ranch North
Regional Road Impact Fee Offsets

EXHIBIT "H"

Interim RRIF Waivers
Not Applicable

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

January 17, 2020

AGENDA ITEM 3.6

TO: Regional Transportation Commission

FROM: Maria D. Paz Fernandez, P.E.
Engineer II



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Professional Services Agreement between the RTC and Jacobs Engineering Group Inc. for the Engineering Professional Services for the Final Design of the Sun Valley Boulevard Corridor Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Jacobs Engineering Group, Inc. to provide final design, bidding services and design support during construction for the Sun Valley Boulevard Corridor Project, from 7th Avenue to Highland Ranch Parkway, in an amount not to exceed \$594,170; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with Jacobs Engineering Group, Inc. is for final design, bidding services and design support during construction for the Sun Valley Boulevard Corridor Project in the amount of \$594,170. The Project includes addition of bicycle lanes, sidewalk, crosswalks and intersection improvements.

Jacobs Engineering Group, Inc. was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform the final design services. Negotiation of the scope, schedule and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Funding for this project is included in the FY 2020 RTC Board approved budget.

PREVIOUS ACTIONS BY BOARD

- June 15, 2018 Approved the selection of Jacobs Engineering Group, Inc. and a Professional Services Agreement (PSA) for the Preliminary Engineering Design of the Sun Valley Blvd Corridor Project
- January 18, 2018 Approved the Request For Proposals (RFP) for the Preliminary Design of the Sun Valley Blvd Corridor Project

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of January 20, 2020, by and between the Regional Transportation Commission of Washoe County ("RTC") and Jacobs Engineering Group, Inc. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC selected CONTRACTOR from its qualified list for Civil Engineering Design and Construction Management Services to perform final design of the Sun Valley Boulevard Project from 7th Avenue to Highland Ranch Parkway in Washoe County.

NOW, THEREFORE, RTC and CONSULTANT, in consideration of the mutual covenants and other consideration set forth herein, do hereby agree as follows:

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2021, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services consist of the tasks set forth in Exhibit A.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.3. CONTINGENCY

Contingency line items identified in the scope of services are for miscellaneous increases within the scope of work. Prior to the use of any contingency amounts, CONSULTANT shall provide a letter to RTC's Project Manager detailing the need, scope, and not-to-exceed budget for the proposed work. Work to be paid for out of contingency shall proceed only with the RTC Project Manager's written approval.

2.4. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in Exhibit A. CONSULTANT will prepare and submit a detailed scope of services reflecting the specific optional services requested, a schedule for such services, and a cost proposal. RTC will review and approve the scope of services and RTC and CONSULTANT will discuss and agree upon compensation and a schedule. CONSULTANT shall undertake no work on any optional task without written notice to proceed with the performance of said task. RTC, at its sole option and discretion, may select another individual or firm to perform the optional tasks or subtasks identified in Exhibit A.

2.5. ADDITIONAL SERVICES

CONSULTANT will provide additional services when agreed to in writing by RTC and CONSULTANT.

2.6. PERFORMANCE REQUIREMENTS

Any and all design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice architecture, engineering, or surveying (as applicable) in the State of Nevada, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work, and who shall assume professional responsibility for the accuracy and completeness of documents prepared or checked by them, in accordance with appropriate prevailing professional standards. Notwithstanding the provision of any drawings, technical specifications, or other data by RTC, CONSULTANT shall have the responsibility of supplying all items and details required for the deliverables required hereunder.

Any sampling and materials testing shall be performed by an approved testing laboratory accredited by AASHTO or other ASTM recognized accrediting organization in the applicable test methods. If any geotechnical or materials testing is performed by a sub-consultant, that laboratory shall maintain the required certification. Proof of certification shall be provided to RTC with this Agreement. If certification expires or is removed during the term of this Agreement, CONSULTANT shall notify RTC immediately, and propose a remedy. If an acceptable remedy cannot be agreed upon by both parties, RTC may terminate this Agreement for default.

CONSULTANT shall provide only Nevada Alliance for Quality Transportation Construction (NAQTC) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a licensed NAQTC tester and notated with his/her license number.

2.7. ERRORS AND OMISSIONS

CONSULTANT shall, without additional compensation, correct or revise any deficiencies, errors, or omissions caused by CONSULTANT in its analysis, reports, and services. CONSULTANT also agrees that if any error or omission is found, CONSULTANT will expeditiously make the necessary correction, at no expense to RTC. If an error or omission was directly caused by RTC, and not by CONSULTANT and RTC requires that such error or omission be corrected, CONSULTANT may be compensated for such additional work.

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. The total not-to exceed amount is \$594,170.
- 3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by

CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 4.2. RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 4.3. CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

- 5.1. Upon request and without cost to CONSULTANT, RTC will provide all pertinent information that is reasonably available to RTC including surveys, reports and any other data relative to design and construction.
- 5.2. RTC will provide access to and make all provisions for CONSULTANT to enter upon RTC facilities and public lands, as required for CONSULTANT to perform its work under this Agreement.

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this scope of work in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

If CONSULTANT fails to perform services in the manner called for in this Agreement or if CONSULTANT fails to comply with any other provisions of this Agreement, RTC may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

If it is later determined by RTC that CONSULTANT had an excusable reason for not performing, such as a fire, flood, or events which are not the fault of or are beyond the control of CONSULTANT, RTC, after setting up a new performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

RTC may terminate this Agreement, in whole or in part, at any time by written notice to CONSULTANT when it is in RTC's best interest. CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. CONSULTANT shall promptly submit its termination claim to RTC to be

paid CONSULTANT. If CONSULTANT has any property in its possession belonging to RTC, CONSULTANT will account for the same, and dispose of it in the manner RTC directs.

ARTICLE 8 - INSURANCE

- 8.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.
- 8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

ARTICLE 9 - HOLD HARMLESS

- 9.1. CONSULTANT's obligation under this provision is as set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

In the event that any dispute or claim arises under this Agreement, the parties shall timely cooperate and negotiate in good faith to resolve any such dispute or claim. Such cooperation shall include providing the other party with all information in order to properly evaluate the dispute or claim and making available the necessary personnel to discuss and make decisions relative to the dispute or claim.

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation Notice, the parties shall endeavor to agree upon a mutually acceptable mediator, but if the parties have been unable to agree upon a mediator within ten (10) days following receipt of the Mediation Notice, then each party shall select a mediator and those two selected mediators shall select the mediator. A mediator selected by the parties' designated mediators shall meet the qualification set forth in as provided in Rule 4 of Part C., "Nevada Mediation Rules" of the "Rules Governing Alternative Dispute Resolutions adopted by the Nevada Supreme Court." Unless otherwise agreed to by the parties, in writing, the mediator shall have complete discretion over the conduct of the mediation proceeding. Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.3. LITIGATION

In the event that the parties are unable to settle and/or resolve the dispute or claim as provided above, then either party may proceed with litigation in the Second Judicial District Court of the State of Nevada, County of Washoe.

11.4. CONTINUING CONTRACT PERFORMANCE

During the pendency of any dispute or claim the parties shall proceed diligently with performance of this Agreement and such dispute or claim shall not constitute an excuse or defense for a party's nonperformance or delay.

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Maria Paz Fernandez or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is Kaci Stansbury or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

- 13.1. Notices required under this Agreement shall be given as follows:

RTC: Amy Cummings
Interim Executive Director
Maria Paz Fernandez
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1861

CONSULTANT: Kaci Stansbury, P.E.
Project Manager
Jacobs Engineering Group Inc.
50 West Liberty Street, Suite 105
Reno, NV 89501
(775) 772-7270

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC's Executive Director pursuant to the process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC's Executive Director.

- 14.2. UNAVOIDABLE DELAYS

If the timely completion of the services under this Agreement should be unavoidably delayed, RTC may extend the time for completion of this Agreement for not less than the number of days CONSULTANT was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during

CONSULTANT's performance, is not caused directly or substantially by acts, omissions, negligence or mistakes of CONSULTANT, is substantial and in fact causes CONSULTANT to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

14.3. NOTIFICATION OF DELAYS

CONSULTANT shall notify RTC as soon as CONSULTANT has knowledge that an event has occurred or otherwise becomes aware that CONSULTANT will be delayed in the completion of the work. Within ten (10) working days thereafter, CONSULTANT shall provide such notice to RTC, in writing, furnishing as much detail on the delay as possible and requesting an extension of time.

14.4. REQUEST FOR EXTENSION

Any request by CONSULTANT for an extension of time to complete the work under this Agreement shall be made in writing to RTC. CONSULTANT shall supply to RTC documentation to substantiate and justify the additional time needed to complete the work and shall provide a revised schedule. RTC shall provide CONSULTANT with notice of its decision within a reasonable time after receipt of a request.

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

RTC and CONSULTANT bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Agreement. Except as set forth herein, neither RTC nor CONSULTANT shall assign or transfer interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

This Agreement is for CONSULTANT's professional services, and CONSULTANT's rights and obligations hereunder may not be assigned without the prior written consent of RTC.

15.3. SEVERABILITY

If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement

are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

15.4. RELATIONSHIP OF PARTIES

CONSULTANT is an independent contractor to RTC under this Agreement. Accordingly, CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees. CONSULTANT shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by RTC, with services being provided by CONSULTANT to RTC.

15.5. WAIVER/BREACH

Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

15.6. REGULATORY COMPLIANCE

- A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.
- B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

15.9. CONTINUING OBLIGATION

CONSULTANT agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of CONSULTANT to render the services required under this Agreement, neither CONSULTANT nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, RTC may terminate this Agreement if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

15.10. APPLICABLE LAW AND VENUE

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe, and the parties hereto submit to the jurisdiction of that District Court.

15.11. ATTORNEYS' FEES

In the event of a dispute between the parties result in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and a reasonable attorneys' fees.

15.12. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 27 (2017)

CONSULTANT expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. CONSULTANT further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

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

APPROVED AS TO LEGALITY AND FORM

By: _____

Dale E. Ferguson, Esq.
RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____

Amy Cummings, Interim Executive Director

JACOBS ENGINEERING GROUP, INC.

By: _____

Ken Gilbreth, P.E., Vice President

SAMPLE

EXHIBIT A

Introduction

This scope of work is for final design and design during construction services for the Sun Valley Boulevard Project. Final design services will advance the design of the project from the 60% level of design through preparation of the bid-ready design package and provide support to the RTC through the bidding process. This scope of work and its associated level of effort assumes that the 60% level of design completed in the original scope of work will be advanced to the final design stage without changes/redesign.

The project is located in unincorporated Washoe County, Nevada. The amended project limits for the final design is along Sun Valley Boulevard between 7th Avenue and Highland Ranch Parkway, approximately 1.5 miles. The majority of the roadway, including side streets, is owned by Washoe County, but NDOT owns a portion of Sun Valley Boulevard at 7th Avenue.

1. Task 1 - Project Management and Execution

1.1. Project Execution

CONSULTANT will provide continued project management through Final Design, Bidding Services, Design Support During Construction, and project close-out for an additional twelve (12) months, ending December 31, 2021.

The CONSULTANT Project Manager will be responsible for continued project management including invoicing, coordination, and management of sub-consultants.

1.2. Project Meetings

1.2.1. Project Management Meetings

The CONSULTANT Project Manager and RTC Project Manager will hold twelve (12) additional Project Management Meetings.

1.3. Project Management Plan

CONSULTANT, in collaboration with RTC, will update the Project Management Plan once at the completion of the 60% Design.

1.4. File and Document Management

CONSULTANT will continue to update and maintain all project files (electronic and hardcopy as appropriate) throughout the project.

1.5. Schedule

The Final Design schedule shows an anticipated completion on or before June 1, 2020 for Final Design and Bidding Services Tasks. Design Support During Construction and project closeout

will be complete by December 31, 2021. CONSULTANT will continue to maintain and update a project schedule monthly to track task durations and major milestones.

1.6. Deliverables

- One (1) update to the Project Management Plan.
- Meeting Agenda, Minutes and Action Item Log for Project Management Meetings
- Monthly Invoices and progress reports that show staff names, hours, and billing rates for each month of the anticipated project schedule.
- Schedule updates before the 15th of the month.

2. **Task 2 - Public and Stakeholder Outreach**

2.1. Public Outreach Plan and methods

Following the outreach plan prepared during the Preliminary Design, CONSULTANT will update public outreach materials, including the project's fact sheet and website for the duration of the project.

2.2. Technical Advisory Committee (TAC) Meetings

CONSULTANT staff will attend and participate in up to four (4) additional Technical Advisory Committee Meetings (aka Agency Coordination meetings). Four (4) CONSULTANT staff will attend each meeting.

2.3. One-on-One Stakeholder Meetings

CONSULTANT will participate in up to five (5) additional one-on-one meetings, including scheduling, providing meeting materials, and taking notes.

2.4. Washoe County Sun Valley Community Advisory Board Meeting

CONSULTANT will assist the RTC PM in presenting the project to the Sun Valley CAB after the completion of the 60% design by creating exhibits and PowerPoint Presentation.

2.5. Public Meetings

No additional public meetings will be scheduled. The 60% design public meeting from the original Preliminary Design scope will be held in early February 2020.

2.6. Media Assistance

CONSULTANT will assist the RTC in the development of materials for Media Coordination, as requested. The RTC will be responsible for contact and coordination to secure coverage by local television, radio (English/Spanish) and newspaper (English/Spanish) for the remainder of the project's duration.

2.7. Deliverables

- Project updates
- Materials for the TAC Meetings
- Materials for the CAB Meeting
- Project summaries and images for Media outreach

3. Task 3 – Preliminary Design Services

Coordination, preparation, and delivery of the 30% and 60% design plans along Sun Valley Boulevard/Clear Acre Lane between Scottsdale Drive and 7th Avenue will not be completed, and those plan sheet deliverables have been deleted from the scope of services along with the fee required to complete the 60% plans along this portion. All other design activities outlined in Task 3 will occur only along the northern segment of Sun Valley Boulevard unless otherwise noted in Task 6 - Final Design.

4. Task 4 – Environmental Support

CONSULTANT will update environmental resource data collected during the Preliminary Design phase of the project and will revise the previously completed technical memorandum as required. One (1) round of updates is anticipated for the following technical memoranda.

- Land Use
- Section 4(f) and 6(f)
- Bicycle and Pedestrian Use
- Biological/Wetland Resources
- Hazardous materials

5. Task 5 – Risk Analysis and Value Engineering

5.1. Constructability Review

Conduct an independent peer review of the 100% and Final design plans, specifications, and construction cost estimate. The reviewers will check the plans, technical provisions, and cost estimate reviewing the construction feasibility and maintenance requirements of the project as well as opportunities to modify the design to provide additional value, mitigate risk, and reduced cost to the project. A meeting with RTC and CONSULTANT staff discussing the findings of the 100% review will follow. The review and meeting will be conducted in a similar fashion as described in the original scope of services. No formal meeting is anticipated at Final Design.

Key Deliverables

- Updated Risk Register during the 100% review

6. Task 6 – Final Design Services

Task 6 is revised from the original scope of services to be for CONSULTANT Final Design Services.

Coordination, preparation, and delivery of the 100% and Final bid-ready design plans, specifications, and construction estimate will be completed for the northern portion of Sun Valley Boulevard

between 7th Avenue and Highland Ranch Parkway. The 100% and Final Design plans advance the 60% plans prepared in the original scope.

6.1. Design Coordination, Management, and Criteria

CONSULTANT will continue to provide coordination and oversight of the design disciplines as described by Task 3.1 in the preliminary design Scope of Services. An additional six (6) design progress meetings are anticipated to complete the plans, specifications, and cost estimate.

CONSULTANT will assist the RTC in obtaining a permit from NDOT District II. This task includes one (1) pre-permit coordination meeting, one (1) over-the-shoulder meeting, and completion of the permit application with supporting materials.

6.2. Survey and Field Investigation

CONSULTANT will conduct additional field surveys and office support necessary to provide updated topographic design survey to account for:

- Proposed improvements along East and West 7th Avenue.

To support right-of-way engineering, CONSULTANT will perform additional section corner searches (up to eight (8)) as well as field boundary surveys (up to ten (10)) to accurately map each affected parcel/property and will perform post-processing and reduction of field data and boundary resolution based on the field findings.

Exclusions:

Subconsultant will **not** conduct additional field surveys or UAV flights for the area from Highland Ranch Parkway to Donatello Drive. It is assumed Sun Valley Boulevard will not be extended through this corridor with this project and no path or sidewalk will be constructed in this area.

6.3. Geotechnical Investigations

The CONSULTANT shall conduct additional geotechnical investigations for the portion of Sun Valley Boulevard from 7th Avenue to Highland Ranch Parkway. These improvements will mostly consist of drainage and localized widening for the construction of sidewalks or pedestrian paths. Due to the localized widening, small (i.e. less than 200ft in length) and short (i.e. less than 6ft in height) retaining walls may be necessary. Retaining wall locations have not been identified at this time. For purposes of this scope of services, we have budgeted for a total of four (4) discrete retaining walls with lengths of up to 200ft.

Field exploration (borings) depends upon the actual number, height, and length of proposed retaining walls, which will be determined as the design progresses. For the purposes of this proposal, we have assumed a total of four (4) discrete retaining walls with heights of up to six (6) feet. The proposed frequency and depths of field exploration borings are presented in Table 1.

Table 1 – Exploration Frequency and Depths

Retaining Wall Designation	Number of Borings Planned	Frequency	Depth (feet)
RW-1	2	100	10 to 15
RW-2	2	100	10 to 15
RW-3	2	100	10 to 15
RW-4	2	100	10 to 15

NOTES:

1. Depth depends on foundation grade below original ground at the location of exploration

Field exploration costs are based on all borings drilled simultaneously with one mobilization/demobilization to the site. Included in our fee is traffic control, USA dig clearance, and obtaining required permits. It is assumed that all drilling operations can be completed during normal business hours, and night work is excluded.

Geotechnical personnel will log the material encountered during exploration in the field. As applicable, the existing structural section will be measured. Standard Penetration Test (STP) and open-end drive sampling will be completed in the borings in soil horizons. The number of blows to drive the sampler one-foot into undisturbed soil (Standard Penetration Test) is an indication of the density and shear strength of the material. Larger diameter in-place samples will be taken to determine in-place densities. Bulk samples of the subsurface soils will be obtained. Representative samples will be taken to the Subconsultant's laboratory for testing.

CONSULTANT will contact USA Dig to locate existing utilities at the site and obtain necessary excavation and encroachment permits. CONSULTANT will take standard precautions to lower the risk of damaging underground structures; however, underground exploration is inherently risky as it is not possible to precisely locate all underground structures. Our fee is not substantial to compensate for damage or disruption of service and repair costs and would be the responsibility of the Subconsultant performing the work when the disruption/damage occurred.

Representative samples of significant soil types will be tested in the laboratory to index properties, such as moisture content, grain size distribution, and plasticity. These index properties are indicative of the mechanical behavior of the soils. If applicable, soil strength testing will be performed. Soil strength results will be utilized to provide lateral earth pressures for retaining wall design. An outside laboratory will be contracted to perform corrosion testing (pH, resistivity, sulfates, chlorides) on representative soil types.

Upon completion of the field, laboratory testing, and analysis phases of our investigation, a geotechnical investigation report will be prepared. We will update our previous design report to

reflect Final Design recommendations between 7th Avenue and Highland Ranch Parkway. The update to the geotechnical investigation report will include the following:

- Description of the project site with the approximate locations of our updated explorations presented on a Site Plan;
- Descriptive logs of the explorations performed for this study;
- Summary of existing structural section thicknesses (if drilled in the roadway);
- Laboratory test results;
- Retaining wall alignment geologic conditions;
- Updated roadway structural section design and construction recommendations based on chosen rehabilitation methodology.
- Retaining wall design recommendations as follows:
 - o Site preparation and grading recommendations including any excavation difficulties;
 - o Foundation recommendations including suitable foundation types, allowable bearing pressure, estimated settlement, and lateral earth pressures for retaining walls;
 - o Retaining wall backfill and drainage recommendations;
 - o Corrosion testing results; and
 - o Construction recommendations.

6.4. Utility Coordination and Investigation

CONSULTANT will continue to provide utility coordination services through Final Design. This work will include:

- Three (3) additional utility coordination meetings
- Coordination with NVE and AT&T regarding relocation of two (2) poles.
- Distribution of plan sets for approval by utility companies
- Providing final geometric layout and grading design to utility companies to coordinate the facility relocation or installation
- Assistance with permitting and applications required for the RTC to construct the project.

Utility investigation includes potholing utilities at critical locations due to the widening of the roadway or relocation of other utilities. A total of 25 potholes are assumed. CONSULTANT will engage the services of a sub-consultant who is licensed and bonded to work in Washoe County and NDOT right-of-way. CONSULTANT will be responsible for obtaining and paying all necessary permits and permit fees and will fill and patch the roadway or other disturbed areas as required by the permit.

6.5. Traffic Design

The CONSULTANT will complete traffic signal modification PS&E from the 60% design level to Final PS&E for the intersections of Sun Valley Boulevard at 7th Avenue and Sun Valley Boulevard at Highland Ranch Parkway.

Plans, technical specifications, and engineer's estimates will be provided at the 100% and Final Design submittal stages. CONSULTANT will prepare sheets for each intersection that:

- Show equipment demolition and relocations
- Show existing and proposed signal pole, signal head, pull box, controller cabinet, and electrical service cabinet, and service point locations
- Show existing and proposed pedestrian push button locations
- Show existing and proposed pedestrian signal heads
- Identify controller cabinet, controller, and conflict monitor/CMU types
- Identify and detail the proposed detection system
- Show the proposed phase diagram
- Include equipment schedules, details, notes, and technical specifications

The CONSULTANT will complete the traffic signal interconnect design from the 60% design level to Final PS&E for the segment of Sun Valley Boulevard between 7th Avenue and Highland Ranch Parkway. A new conduit will be designed. Activities include:

- Meet with the City of Reno, Washoe County, and NDOT staff to determine the final system requirements and coordination across the ownership limits
- Prepare plan sheets illustrating the overall plan and interconnect system and provide details
- Prepare engineer's estimates and technical specifications for the traffic signal interconnect system

6.6. Drainage Analysis

CONSULTANT will finalize the hydraulic analysis, hydrologic analysis, and technical drainage report for the northern segment of Sun Valley Boulevard based on design refinements made between 60% and Final Design. The report will be prepared per applicable local and state standards and reviewed by Washoe County and NDOT. Drainage design coordination and analysis for the southern portion of Sun Valley Boulevard (south of 7th Avenue) after completion of the 30% design is excluded.

6.7. Structural Design

CONSULTANT will create and finalize a project structures analysis and report based on the retaining wall and other structure locations identified at the 60% level of design. The report will be prepared following applicable local and state standards and reviewed by Washoe County for approval.

6.8. Landscape and Aesthetics

CONSULTANT will update the previous visual simulations for use at one (1) public meeting. One round of updates is expected.

CONSULTANT will build upon the landscaping and aesthetic themes identified during preliminary design by finalizing inert materials for ground plane treatments, plantings for slope stability and erosion control, locations of planters and plantings, colors and patterns for

accentuated paving, sizes and locations of site furnishings, wayfinding signs, and finalizing locations for public art.

6.9. Lighting and Electrical

CONSULTANT will continue to provide lighting and electrical design services as defined by the original scope of services through Final Design. This work will include:

- Consultation, calculations, electrical design drawings, and a final design narrative
- Attending local design meetings
- Coordination with local utilities, including NV Energy, and other design disciplines.

6.10. 100% Design

CONSULTANT will advance the design and prepare 100% Design Plans, a corresponding 100% Engineer's opinion of probable construction cost, and 100% project specifications. The 100% design will incorporate agency comments from the 60% design review.

The following is a listing of plan sheets anticipated in the project contract documents for the 100% submittal:

- Title Sheet (1)
- Notes, Legend, Sheet Index, Abbreviations (2)
- Typical Cross Sections (6)
- Right-of-Way and Survey Control Plans (5)
- Demolition and Utility Plans (12)
- Roadway Plan/Profile Sheets (18)
- Intersection Layout Sheets (5)
- Geometric Control Sheets (18)
- Grading Details, as necessary (10)
- Roadway Detail Sheets (10)
- Retaining Wall Plans and Details, as needed (6)
- Drainage Plans, Profiles, and Details (18 + 10 + 10)
- Signing and Striping Sheets (12)
- Signal and Signal Interconnect Plans (6 + 12)
- Electrical/Lighting Plans (12)
- Landscaping Plans and details (12 + 6)
- Traffic Control Plans (16)
- Cross Sections – Electronic File only

Approximately 150 sheets total

Submittal requirements will be similar to the 60% Design described by the original scope of services and will include:

- RTC, NDOT, and Washoe County:

- 5 copies 11"x17" design plans, specifications and a design summary (as necessary);
- 1 copy Engineer's opinion of probable construction cost;
- 2 CDs/USB drives of 22" x 34" PDF 30% design plans, and construction cost estimate;
- 1 CD/USB with MicroStation CADD Master Files (not sheet files), and also converted to AutoCAD
- 1 Electronic Distribution of Review Comment Instructions and previous review comments with final dispositions.
- Sun Valley General Improvement District and Truckee Meadows Fire Protection District:
 - 2 copies 11"x17" design plans;
 - 1 Electronic Distribution of Review Comment Instructions and previous review comments with final dispositions.
- Utility Companies with facilities in the area (AT&T, NVE, Charter):
 - 1 Electronic Distribution of Review Comment Instructions and previous review comments with final dispositions
 - No Hard Copy Plan sets will be provided to the utility companies.

6.11. Final Design

CONSULTANT will advance the design and prepare Final Design Plans, a corresponding Engineer's opinion of probable construction cost, and final project specifications. The final design will incorporate agency comments from the 100% design review.

CONSULTANT will submit Final Design Documents, and instructions for providing review comments, to the agencies and utility companies as described in the 100% design submittal requirements.

CONSULTANT will finalize the design and prepare stamped and signed bid-ready Design Plan set and specifications, and a corresponding Engineer's opinion of probable construction cost.

CONSULTANT will submit Final Design Documents to the RTC on CD or USB.

6.12. Design QA/QC

CONSULTANT will perform an independent QA/QC review of the 100% and Final Design plans, specifications, and cost estimate packages following the project quality plan. Additionally, CONSULTANT will perform an independent constructability and maintenance review of the 100% plan set to evaluate potential construction sequencing issues, access issues, traffic control issues, and possible project phasing approaches as described by Task 5.

6.13. Bidding Services

CONSULTANT will assist RTC with the bidding of the project, responding to contractor questions regarding the design that arise during bidding, assist in the preparation and distribution of any addenda, and will attend the pre-bid meeting. Two (2) staff are anticipated to attend the pre-bid meeting and will prepare and distribute meeting documentation.

CONSULTANT will attend the bid opening, review the bids received for any irregularities, and create a tabulation of the bid results in an excel spreadsheet-based format to verify the quantities and costs of the bid items. Two (2) staff members are anticipated to attend the bid opening meetings.

After bid opening and award, the CONSULTANT will prepare a Conformed Set of Specifications for distribution to the project and construction teams. All RTC and Contractor signed pages, and addenda, will be incorporated into a final set of project specifications.

7. Task 7 - Design Support During Construction

Task 7 is revised from the original scope of services to be for CONSULTANT design support during construction of the planned improvements.

7.1. Meetings

CONSULTANT shall attend and assist in the creation of meeting materials for one (1) pre-construction meeting. Two (2) staff members will attend and will take meeting minutes for the meeting.

As construction progresses, CONSULTANT shall attend up to twenty-two (22) weekly construction progress meetings when requested by the RTC Project Manager.

Periodically as authorized by the RTC Project Manager or the project's construction manager, the CONSULTANT will make field site visits to the project construction site to observe the progress and general quality of the work. Field notes and observations shall be kept for each visit and given to the project construction manager. A total of ten (10), three (3)-hour visits by one (1) staff member are included.

7.2. RFI and Submittal Reviews

CONSULTANT shall:

- Assist the RTC with the resolution of conflicts, provide clarifications, and/or interpretations of the plans or specifications prepared by CONSULTANT
- Respond in writing to Contractor submitted requests for information (RFIs), 20 total.
- Review and/or provide drawings, plan sheets, specifications, or cost estimates to support a maximum of three (3) construction change orders
- Review shop drawings as requested by the project construction manager to ensure accuracy and conformance with the plans and specifications, 30 Total.

7.3. Final Inspection and Closeout

CONSULTANT shall participate in the final inspection field review and shall coordinate with the project construction manager regarding deficiencies to be included as part of the project punch/deficiency list.

Upon the Contractor achieving final project acceptance, or upon receipt of the as-built drawings from the Contractor, CONSULTANT shall complete a Record Drawing set of plans accounting for all known field revisions occurring during construction. Revisions shall be shown in blue ink and shall be inserted by electronic methods. Each sheet of the plan set shall be dated and marked "RECORD DRAWING." CONSULTANT shall furnish one (1) USB drive containing images of the Record Drawings to the RTC, Washoe County, and NDOT. The images shall be 11"x17" and in .tif or .pdf format with a resolution of not less than 300 dpi.

8. Task 8 – Right-of-Way

CONSULTANT will provide the following Right-of-Way Services as described below. It is assumed that up to ten (10) parcels/properties may be impacted by either permission to construct (PTC), temporary easement (TE), permanent easement (PE), or fee acquisition (Fee).

CONSULTANT will continue to provide right-of-way support services by updating the Property Acquisition Management spreadsheet with revised ownership and impact information within the project limits. This includes tracking potential problems, developing written recommendations, and identifying the resolution necessary for any issues related to damages and/or cost to cure, and monitor the progress of each activity against the project schedule.

CONSULTANT will attend up to three (3) additional in-person coordination meetings with RTC right-of-way staff. One (1) meeting with NDOT is also assumed. Up to two (2) staff members will attend each of these meetings.

8.1. Right-of-Way Engineering

The right-of-way engineering services include field boundary survey on each affected parcel, post-processing, and reduction of field data and boundary resolution based on field findings (to be completed by the survey Subconsultant), coordinating with and obtaining Title Reports (assumed \$6,000), drafting of property boundaries from record descriptions and field data, preparation of metes and bounds legal descriptions for up to 10 parcels, and preparation of exhibit maps and title packages for all affected parcels.

- Right of Way Exhibit Maps shall include the following information as a minimum:
 - o Owner of Record
 - o Existing Right-of-Way
 - o Proposed Right-of-Way
 - o Area of additional required Right-of-Way
 - o Existing Easements and any new required easement(s) on proposed Right-of-Way
 - o County Assessor's parcel number and/or other lot and block designation from record mapping

Services also include research and coordination with the Truckee Meadows Fire Protection District for roadway improvements in the area of Quartz Avenue; and investigation regarding the existing easement status for Sun Valley Boulevard across Washoe County School District

property (Ester Bennett Elementary), and the potential extension of Sun Valley Boulevard to Donatello Drive.

Exclusions

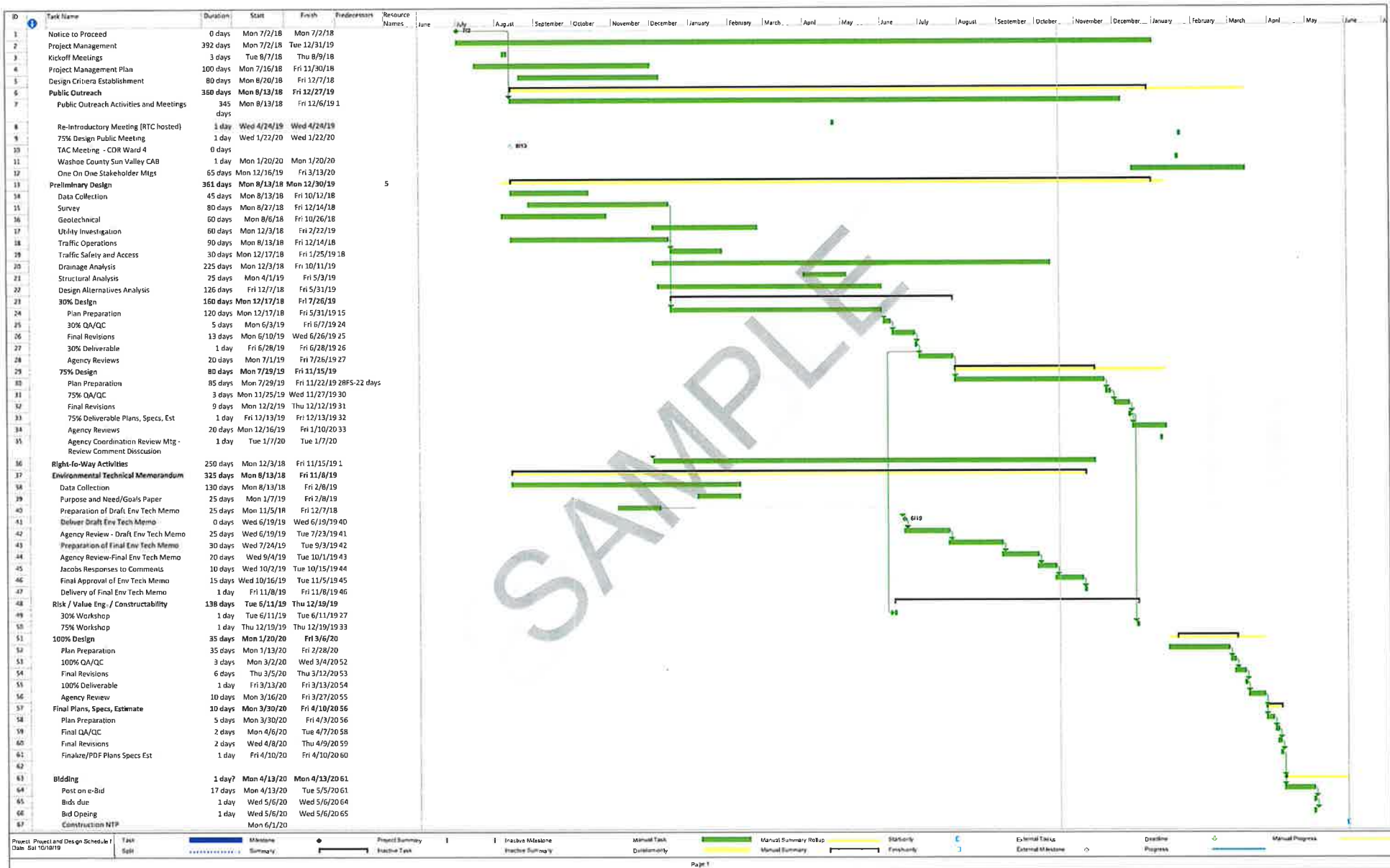
This scope does not include providing utility property rights research including investigation of prior rights, agreements, or utility easements

This scope does not include any assistance with property acquisitions including temporary easements, permanent easements, or fee takes.

8.2. Deliverables

- Updated Acquisition Management Spreadsheet with recommendations
- Reviewed and illustrated preliminary title report packages
- Total Property Calculation for each impacted parcel and TE and/or PE and/or Fee for each parcel
- Sketch map for each impacted parcel illustrating the total property and TE and/or PE and/or Fee for each parcel

SAMPLE



SAMPLE

Exhibit B

Compensation

SAMPLE

Jacobs Fee Summary Final Design of Sun Valley Boulevard Pedestrian Improvement Project - December 16, 2019 - REVISED

Tasks		Classifications, Hours, and Fee													Hours	Subtask Cost	Sub-Consultants	Total Costs	
		Project Manager	Manager of Projects	ROW Associate	Sr. Engineer	Task Manager	Project Engineer III	Project Engineer II	Project Engineer I	Staff Engineer	CAD Tech	Engineer Intern	Resident Engineer	Admin / Project Controls					
Project Title	Proposed Staff	Kael	John K.	Helena / Margaret	Pruitt	Claris, Ben	Anil	Kayann / Dana	Mateo	Anthony	John/Rick	TBD	Tony	Shawn Candy	Approximate Billing Rate				
		\$192.00	\$263.00	\$150.00	\$216.00	\$129.00	\$143.00	\$129.00	\$103.00	\$78.00	\$105.00	\$165.00	\$197.00	\$70.00					
1.0 Project Management		180	20	0	0	0		0	0		0	0	0	72	272	\$ 44,900	\$ -		
1.1-1.2 Project Management Activities, Scheduling, Monthly Invoicing, Accounting, Management Meetings		180	20											32	232	\$ 42,100			
1.3 Project Management Plan Update														0	0	\$ -			
1.4 File and Document Management														40	40	\$ 2,800			
2.0 Public Outreach		40	0	0	0	0	0	0	24	24	8	0	0	16	112	\$ 14,000	\$ 40,000		
2.2 TAC Meetings, 1-on-1 Migs; WC Sun Valley CAB		40							24	24	8	0	0	16	112	\$ 14,000			
3.0 Preliminary Design		0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -		
See Separate Fee Sheet															0				
4.0 Environmental Support		0	0	0	0	16	0	12	8	4	0	0	0	0	40	\$ 4,700	\$ -		
Continued Support and Updates						16		12	8	4					40	\$ 4,700			
5.0 Risk Analysis and Value Engineering		10	0	0	0	0	0	6	8	10	0	0	8	8	50	\$ 6,400	\$ 12,500		
Risk Analysis and Value Engineering		10						6	8	10			8	8	50	\$ 6,400			
6.0 Final Design Services		80	24	0	24	24	24	240	394	386	128	0	24	56	1404	\$ 157,100	\$ 179,470		
6.1 General Design Coordination									8						8	\$ 800			
6.2-6.9 Survey															8	\$ 800	\$ 10,000		
Geotech																	\$ 20,470		
Landscape																	\$ 30,000		
Structures																	\$ 20,000		
Electrical																	\$ 30,000		
Signals																	\$ 30,000		
Utility Coordination																	\$ 8,000		
Utility Pothole Sub																	\$ 30,000		
6.1 100% Design Plans / Specifications / Estimate		24					16	160	250	250	80			16	796	\$ 82,300			
6.11 Final Design Plans / Specifications / Estimate		16					8	80	120	120	40			16	400	\$ 41,600			
6.12 QA/QC		24	24		24	24			16	16			34	16	136	\$ 25,000			
6.13 Bidding Services		16							16	16				8	56	\$ 6,500	\$ 1,000		
7.0 Design Support During Construction / Closeout		148	0	0	0	0	0	24	120	40	0	0	0	164	496	\$ 58,500	\$ 10,000		
7.1 PM / Meetings		100							40	40				40	180	\$ 26,100			
7.2 RFI and Submittal Support		24						24	80	40				100	268	\$ 26,100			
7.3 Closeout		24												24	48	\$ 6,300			
8.0 Right-of-Way		8	0	275	0	0	0	0	0	0	40	0	0	16	339	\$ 48,100	\$ -		
8.1 Engineering		8		275							40			16	339	\$ 48,100			
8.2 Acquisitions - CONTINGENT TASK														0	0	\$ -			
Hours Per Staff		466	44	275	24	40	24	282	554	464	176	0	32	332	2713				
Base Scope Direct Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 333,700	\$ 241,970		
Direct Expenses																\$ 18,500	\$ -		
Misc. Exp (Snacks, meals, handouts, giveaways)		\$ 2,500																	
Public Outreach Materials and Rentals		\$ 5,000																	
Reproduction/Printing of Hoards and Exhibits		\$ 5,000																	
ROW Title Reports		\$ 6,000																	
TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT SERVICES / TOTAL (Rounded)																\$ 352,200	\$ 241,970	\$ 594,170	

Exhibit C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS [NRS 338 DESIGN PROFESSIONAL]

2019-11-11 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 348-0400.

2. INDEMNIFICATION

CONSULTANT agrees to save and hold harmless and fully indemnify RTC, Washoe County, City of Reno and City of Sparks including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

- A. Negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or CONSULTANT's agents, employees, officers, directors, subconsultants, or anyone else for whom CONSULTANT may be legally responsible, which are based upon or arising out of the professional services of CONSULTANT; and
- B. Violation of law or any contractual provisions or any infringement related to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions resulting from the use by the Indemnitees of any materials, devices, processes, equipment, or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any violation or infringement resulting from the modification or alteration by the Indemnitees of any materials, devices, processes, equipment, or other deliverable (including software) not consented to by CONSULTANT.

CONSULTANT further agrees to defend, save and hold harmless and fully indemnify the Indemnitees from and against any and all Damages arising out the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or CONSULTANT's agents, employees, officers, directors, subconsultants, or anyone else for whom CONSULTANT may be legally responsible, which are not based upon or arising out of the professional services of CONSULTANT.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal

property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions of CONSULTANT or anyone else for whom CONSULTANT is legally responsible, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate of the Indemnitees pay or compensation for such services.

If an Indemnitee is found to be liable in the proceeding, then CONSULTANT'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONSULTANT.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim.

In the event of a violation or an infringement under paragraph 2.B above and the use is enjoined, CONSULTANT, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of the Professional Services Agreement.

The provisions of this Agreement are separate and severable and it is the intent of the Parties hereto that in the event any provision of this Agreement should be determined by any court of competent jurisdiction to be void, voidable or too restrictive for any reason whatsoever, the remaining provisions of this Agreement shall remain valid and binding upon said Parties. It is also understood and agreed that in the event any provision should be considered, by any court of competent jurisdiction, to be void because it imposes a greater obligation on CONSULTANT than is permitted by law, such court may reduce and reform such provisions to limitations which are deemed reasonable and enforceable by said court.

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONSULTANT shall purchase and maintain insurance of the types and limits as described below insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its subconsultants, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONSULTANT.

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received and approved by RTC before work commences. CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, at any reasonable time. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and

notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

CONSULTANT or its insurers shall provide at least thirty (30) days' prior written notice to RTC prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONSULTANT shall be responsible to provide prior written notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each subconsultant. CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$5,000 per occurrence or claim must be declared to and approved by RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

Required insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and the insurance carrier. RTC reserves the right to require that CONSULTANT'S insurer(s) be licensed and admitted in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$2,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations,

products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC or any other Indemnitees under this Agreement.

CONSULTANT waives all rights against RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONSULTANT's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONSULTANT shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$1,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONSULTANT does not own or operate any owned or leased vehicles.

CONSULTANT waives all rights against RTC, its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to this Agreement.

12. INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONSULTANT or any subconsultants by RTC. CONSULTANT, and any subconsultants, shall procure, pay for and maintain the required coverages.

CONSULTANT shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than **\$1,000,000** each accident for bodily injury by accident or **\$1,000,000** each employee for bodily injury by disease.

CONSULTANT shall provide a Final Certificate for itself and each subconsultant evidencing that CONSULTANT and each subconsultant maintained workers' compensation and employer's liability insurance throughout the entire course of the project.

If CONSULTANT, or any subconsultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of CONSULTANT'S services provided under this Agreement with a limit of not less than **\$1,000,000** each claim and annual aggregate. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.



REGIONAL TRANSPORTATION COMMISSION


Public Transportation • Streets and Highways • Planning

January 17, 2020

AGENDA ITEM 3.7

TO: Regional Transportation Commission

FROM:



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Legal Services Agreement between the Regional Transportation Commission and Taft Stettinius & Hollister, LLP

RECOMMENDATION

Authorize the RTC Interim Executive Director to negotiate and execute an agreement for litigation related legal services with the law firm of Taft Stettinius & Hollister, LLP, in substantially the form presented to the Commission.

SUMMARY

Todd Rowden, Esq. and James Oakley, Esq. have been representing RTC as lead litigation counsel in the lawsuit *Granite Construction Co. v. RTC*. Until November 2019, they worked at Thompson Coburn, LLP and provided services pursuant to the contract between RTC and that firm. In November 2019, they left that firm and joined Taft Stettinius & Hollister, LLP.

Mr. Rowden and Mr. Oakley have developed an extensive understanding of the facts and law involved in the litigation and are uniquely qualified to continue serving as lead litigation counsel. Taft Stettinius & Hollister, LLP has excellent litigation support and document management capabilities, which are important in a case that is as document intensive as *Granite Construction Co. v. RTC*. Woodburn & Wedge will continue to represent RTC as local counsel.

The Interim Executive Director seeks authorization from the Commission to negotiate and execute a three-year contract with the firm in substantially the form presented to the Commission.

FISCAL IMPACT

The fiscal impact for litigation related legal services is difficult to estimate and varies from year to year depending on the amount and types of legal work that may be required during the litigation.

PREVIOUS ACTIONS BY BOARD

- October 18, 2013: Authorized the Executive Director to negotiate and execute a contract for specialized legal services with the law firm of Thompson Coburn, LLP.
- June 15, 2018: Authorized the Executive Director to amend the contract for specialized legal services with the law firm of Thompson Coburn, LLP, in order to extend the term of the contract for up to one year.
- January 18, 2019: Authorized the Executive Director to negotiate and execute a contract for specialized legal services with the law firm of Thompson Coburn, LLP.

Attachment

AGREEMENT FOR LEGAL SERVICES

This agreement (the "Agreement") is dated and effective as of January 17, 2020, by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC"), and Taft Stettinius & Hollister, LLP ("Firm").

WITNESSETH:

WHEREAS, RTC desires to retain the Firm to perform litigation related legal services pertaining to the lawsuit *Granite Construction Co. v. RTC*; and

WHEREAS, the Firm represents it has the technical expertise and experience to perform said legal services for RTC; and

NOW, THEREFORE, RTC and the Firm, in consideration of the mutual covenants contained herein and other good and other valuable considerations do agree as follows:

A. SCOPE OF SERVICES

The Firm agrees to provide the legal services set forth in Exhibit A, as assigned by RTC's Executive Director.

B. TERM

The term of this Agreement shall be from the date first stated above through January 1, 2023, unless sooner terminated.

C. PAYMENTS TO FIRM

1. Compensation

RTC shall pay the Firm in accordance with the "Fee Schedule and Costs" attached as Exhibit B.

2. Invoices and Time of Payment

Invoices shall be submitted and payments made in the following manner:

a) Fees and costs shall be presented with a reasonable explanation as to what work was performed and the time to do that work. The invoice, together with documents to support direct costs (if requested by RTC) may be submitted to RTC on or before the 15th of each month following the month in which services were performed.

b) Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest

will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

c) The Firm shall maintain complete records supporting every request for payment which may become due. RTC shall have the right to receive and copy said records.

D. OTHER PROVISIONS

1. Time is of the Essence

It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by mutual consent for such additional periods as the parties may approve. No extension of time shall be valid unless reduced to writing and signed by the authorized representative of each party.

2. Non-Transferability

This Agreement is for the Firm's professional services, and the Firm's rights and obligations hereunder may not be subcontracted or assigned without the prior written consent of RTC.

3. Hold Harmless

The Firm agrees to save and hold harmless and fully indemnify RTC and all its employees or agents from and against all suits, claims, and demands, including attorney's fees, based upon any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of any negligent act or omission on the part of the Firm or any of its servants, employees, or agents in providing the services required by this Agreement.

4. Insurance

The Firm shall, at its own expense, self-insure or maintain in effect at all times during the performance of this Agreement, at least the following coverage and limits of insurance which shall be maintained with insurers and under forms and policies reasonably satisfactory to RTC.

a) Professional Liability, \$1,000,000 per claim; \$1,000,000 in aggregate.

b) Worker's compensation and employer's liability.

The Firm shall furnish to RTC a certificate from either Employers' Insurance Company of Nevada or a private company certifying that the Firm has complied with the workers' compensation provisions of the State of Nevada.

5. Relationship of Parties

The Firm is an independent contractor to RTC under this Agreement. The Firm is free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in conflict with services being provided by the Firm to RTC and confidentiality is maintained.

6. E-mail Communication

RTC consents to and allows the Firm, and any attorneys or employees of the Firm, to initiate communications with RTC and its employees via e-mail and to respond to e-mail communications from RTC and its employees via e-mail. The foregoing consent extends to the initiation of electronic communications with, and the electronic response to communications from such others as the Firm deems necessary or appropriate in the performance of services hereunder. Consent includes the attachment of electronic copies of RTC documents to any electronic communications. The Firm will exercise extraordinary care to ensure it restricts its communications to the intended recipient and that confidentiality is maintained.

7. Termination and Withdrawal

RTC may terminate this Agreement, in whole or in part, at any time by written notice to the Firm when it is in RTC's best interests. The Firm shall be paid for costs incurred and work performed up to the time of termination. If the Firm has any property in its possession belonging to RTC, the Firm will account for the same, and dispose of it in the manner RTC directs.

The Firm reserves the right to withdraw from representation of RTC with the client's consent or for any reason consistent with the Nevada Supreme Court's rules of professional responsibility. This may include (without limitation) the failure to honor the terms of this Agreement, the failure to pay undisputed amounts billed in a timely manner, the failure to cooperate or follow the Firm's advice on a material matter, or any fact or circumstance that would reasonably impair an effective attorney-client relationship or which would render the Firm's continuing representation unlawful or unethical. The Firm will be entitled to be paid for services rendered and direct costs made or incurred on RTC's behalf prior to the date of withdrawal.

8. Notices

Any notice or communication required or permitted to be served on a party hereto may be served by personal delivery to the office of the person or persons identified below. Service may also be made by registered or certified mail, by placing the notice or communication in an envelope addressed as indicated below, and depositing said envelope in the United States Mail.

TO RTC: Executive Director
Regional Transportation Commission of Washoe County
P.O. Box 30002
Reno, Nevada 89502
(775) 335-1825

TO FIRM: Todd Rowden and James Oakley
Taft Stettinius & Hollister, LLP
111 E. Wacker Drive, Suite 2800
Chicago, Illinois 60601-3713
(312) 527-4000

The person to be served and the address shown above may be changed at any time by notice to the other party. Service shall be completed upon personal delivery or three (3) days following the time the notice is deposited by registered or certified mail.

9. Governing Law; Jurisdiction

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada and the parties hereto submit to the exclusive jurisdiction of the Justice and/or District Courts of the State of Nevada.

10. Severability

To the extent that any term or provision of this Agreement or the application thereof to any circumstance shall be deemed to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement. The parties agree that a suitable and equitable term or provision shall be substituted therefore to carry out, insofar as may be valid and enforceable, the intent and purpose of the invalid or unenforceable term or provision.

11. Entire Agreement

There are no verbal agreements, representations, or understandings affecting this Agreement, and all negotiations, representations, and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.

12. Amendments

No alternation, amendment, or modification of this Agreement is effective unless it is in writing and signed by both parties.

13. Regulatory Compliance

The Firm agrees to comply with all federal, state and local government laws, regulations and ordinances in the performance of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

APPROVED AS TO LEGALITY AND FORM

By: _____
Dale Ferguson
RTC Chief Legal Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Amy Cummings
Interim Executive Director

TAFT STETTINIUS & HOLLISTER, LLP

By: _____
Todd Rowden, Esq.
Partner

By: _____
James Oakley, Esq.
Partner

EXHIBIT A

Scope of Services

1. Provide legal services to RTC as lead litigation counsel in connection with the lawsuit *Granite Construction Co. v. RTC*.
2. Provide legal services to RTC on other legal matters related to the lawsuit *Granite Construction Co. v. RTC*, upon request by the Executive Director.

SAMPLE

EXHIBIT B

Fee Schedule and Costs

<u>Attorneys</u>	<u>Rate/Hour</u>
Todd Rowden, James Oakley	\$435
Associates	\$280

NOTE: Other partners of the Firm may provide legal services from time to time and will be billed at the hourly rate for Todd Rowden and James Oakley unless otherwise agreed by the parties.

COSTS: Monthly billings will include reimbursement for reasonable costs incurred by the Firm in the performance of services under this Agreement. Such costs include, but are not limited to, lodging and food while on travel; parking expenses; coach airfare; copying charges; express mail, and similar expenses.

Mr. Rowden and Mr. Oakley will make two visits a year to Reno, Nevada, without any travel costs being charged to RTC, on dates requested and agreed to by RTC.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

January 17, 2020

AGENDA ITEM 3.8

TO: Regional Transportation Commission

FROM: David Carr
Facilities and Fleet Manager



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: RTC RIDE Bus Wash Repair

RECOMMENDATION

Approve an agreement with N/S Corporation in the amount of \$76,441 to inspect, repair and rebuild necessary components of the Villanova Bus Wash; authorize the RTC Interim Executive Director to execute the agreement.

SUMMARY

Preliminary inspection of the bus wash indicated there were a number of items requiring attention and repair, including the brush heads, sidewheel washer and motor. N/S Corporation is the original equipment manufacturer (OEM) and will be supplying the necessary parts and labor to repair the bus wash.

FISCAL IMPACT

Funding for this project is included in the FY 2020 RTC Board approved budget.

Attachment

AGREEMENT FOR GOODS AND SERVICES

- BUS WASH REPAIR -

This agreement ("Agreement") is dated and effective as of January 20, 2020, by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC") and N/S Corporation ("Contractor").

1. **Term.** The term of this agreement shall commence on the effective date above and shall end when all work is substantially complete, or April 1, 2020 at the latest.
2. **Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A.
3. **Time for Performance.** Contractor shall complete the work within thirty (30) days of receipt of a notice to proceed from RTC.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed, the price sheet attached as Exhibit B. Prices include all labor, material and other costs.
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a notice to proceed and a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement
6. **Prevailing Wage.** Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week

Contractor and any subcontractors (at ALL tiers) are required to submit certified payroll reports and labor compliance documentation using the RTC's electronic certified payroll system. Contractor and each subcontractor will be given a Log On identification and password to access the system. The required documentation shall be transmitted to wagecomplyrtc@trifoxent.com. The name and contact information of the Payroll Officer who prepared the required documentation shall be displayed clearly on reports. It shall be Contractor's responsibility to comply with, and ensure compliance by all subcontractors with these provisions.

7. **Invoices/Payment.** Contractor shall submit invoices to accounts payable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at

the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

8. Legal/Regulatory Compliance. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.

9. Insurance. Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

10. Indemnification. Contractor's obligations are set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

11. Termination.

- a. Mutual Assent. This Agreement may be terminated by mutual written agreement of the parties.
- b. Convenience. RTC may terminate this Agreement in whole or in part for convenience upon written notice to Contractor.
- c. Default. Either party may terminate this Agreement for default by providing written notice of termination, provided that the non-defaulting party must first provide written notice of default and give the defaulting party and opportunity to cure the default within a reasonable period of time.

12. Rights, Remedies and Disputes

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
 - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
 - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
 - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 - iv. The right to money damages.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless

within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

13. Warranty. All authorized repairs shall come with a 1-year warranty on the mechanical parts to include pumps, brushes, gearboxes and couplings.

14. Ownership of Work. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by Contractor in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by Contractor prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. Contractor and its sub-contractors shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to Contractor in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

15. Records. Contractor will permit RTC access to any books, documents, papers and records of Contractor pertaining to this Agreement, and shall maintain such records for a period of not less than three years.

16. Exhibits. The exhibits to this Agreement, and any additional terms and conditions specified therein, are a material part hereof and are incorporated by reference as though fully set forth herein.

17. Exclusive Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior verbal or written statements or agreements between the parties.

18. Amendment. No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

19. No Assignment. Contractor shall not assign, sublease, or transfer this Agreement or any interest therein, directly or indirectly by operation of law, without the prior written consent of RTC. Any attempt to do so without the prior written consent of RTC shall be null and void, and any assignee, sublessee, or transferee shall acquire no right or interest by reason thereof.

20. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

21. Venue. Any lawsuit brought to enforce this Agreement shall be brought in the Second Judicial District Court of the State of Nevada, County of Washoe appropriate court in the State of Nevada.

22. Attorneys' Fees. In the event of a dispute between the parties result in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and a reasonable attorneys' fees

23. Certification Required by Nevada Senate Bill 27 (2017). Contractor expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. Contractor further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, Contractor is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

24. Federal Clauses. This Agreement is funded, in whole or in part, with federal funds. As a condition for receiving payment under this Agreement, Contractor agrees to comply with any and all applicable federal clauses attached as Exhibit D, and those clauses are incorporated herein by reference.

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

APPROVED AS TO LEGALITY AND FORM

BY: _____
Adam Spear, RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

BY: _____
Amy Cummings, Interim Executive Director

N/S CORPORATION

BY: _____
Mike Howlett, Transit Account Manager

Exhibit A

Scope of Work

Summary:

Inspect, repair and/or rebuild, and perform maintenance of the bus wash located at 2050 Villanova, Building B, Reno, Nevada 89502.

Scope of Work:

To inspect, repair and rebuild necessary components of the bus wash pursuant to the original system specifications (not including the controls for the system):

- Change all gear box oil. If gear boxes (up to 5) cannot be repaired, replace gearboxes (right two gear boxes and coupling were replaced 18 months ago)
- Inspect all couplings and replace if necessary
- Replace all brushes
- Replace the two right (as you enter) brush mounting poles
- Replace rinse arch sprayers (as needed)
- Replace wheel scrubber motor and pump
- Repair reverse osmosis (RO) internal hose connection
- Repair (2) anchors – epoxy kits
- Replace all pelts
- Amp test all motors to verify operation within specifications and replace if needed (must replace motor for the wheel scrubber pump, as it is inoperable)
- Perform all routine maintenance, including lubrication and alignment/adjustments to provide optimum performance of the bus wash
- Final inspection to assure full operation, subject to RTC Project Manager approval

The work area shall be blocked off before start of work at site for safety of employees and always left in a safe condition after work hours. Traffic consideration will be provided for Ride buses. During the hours of 4 PM to 4 AM, the bus wash lane must be open (although not necessarily operational) and access to drive thru the bus wash provided for bus inspection and refueling operations. Only during the daytime hours of 4 AM until 4 PM is when the work will be allowed. If work is required outside of these hours special arrangements must be made with the project manager prior to commencement of any work.

All electrical work must adhere to the latest approved NEC codes.

Employee Qualifications:

Employees shall have the qualifications to perform the tasks while adhering to safety standards. Precautions shall include but are not limited to: wearing appropriate high visibility traffic vests, placing cones and barricades correctly and using sufficient quantity to properly maintain a caution area; placing equipment in a way that minimizes the effect on traffic flow; using equipment in a safe manner that adheres to all applicable OSHA standard; company shall comply with local, state and federal tax, licensing and insurance laws.

Exhibit B - Compensation

PRICE SHEET				
Overhaul of Bus Wash Equipment	A	B	A X B	
Labor:	Hours	Billing Rate*	Amount	Notes
Inspection and Amp Testing	8	175.00	1400.00	Inspect Bus Wash System - amp test brush & curtain motors
25 HP Gould e-SV blaster (Pump and Motor)	2	175.00	350.00	
Rinse Arch Sprayers	2	175.00	350.00	Replace 1/2 of the arch plumbing with nozzels
Brushes - Brush Pelt Replacement	18	175.00	3150.00	NS will replace (4) brushes
R.O. - Internal Hose Connection	2	175.00	350.00	Replace R.O. pre filter and membranes
Gearboxes - Change Oil	8	175.00	1400.00	Replacing gearbox oil in the winter
Anchors - Epoxy kits	2	175.00	350.00	Only If needed and can not reuse the existing
New Gear Boxes (if needed)	5	175.00	875.00	If shaft is seized may need new gear box
New motors for brushes & curtain (if needed)	5	175.00	875.00	
Misc shop supplies				
Clean up	1	175.00	175.00	
Travel	16	175.00	2800.00	(2) Man Crew Factory Technicians
Maintenance PM	4	175.00	700.00	
Total Labor	73		\$12,775.00	(2) Man Crew - Including Davis Bacon
Material	QTY	COST	AMOUNT	
25 HP Gould e-SV blaster pump and motor	1	13964.00	13964.00	
Rinse arch sprayers			1100.00	
Brushes (4) replacement	4	4205.00	16820.00	Replace (4) brushes
Mitter Curtain - Lammscloth Pelts Short	96 Pelts	32.18	3089.28	
Mitter Curtin - Lammscloth Pelts Long	96 Pelts	52.80	5068.80	
RO internal hose connection			150.00	
Gearbox oil	5	20.00	100.00	
Gearbox Brushes - brush (if needed)	4	1050.45	4201.80	Gearboxes for Brushes
Gearbox Mitter Curtian (if needed)	1	1050.45	1050.45	Gearbox for curtain
(4) Brush Motors (if needed)	4	753.00	3012.00	
(1) Mitter Curtian Motor (if needed)	1	753.00	753.00	
(4) New Style 2019 Brush Couplers	2	798.00	1596.00	Replace (4) couplers exchange two couplers charge for (2)
Anchors - epoxy kits	4	32.00	128.00	If existing bolts can't be reused
R.O. PreFilter (1)	1	17.00	17.00	(1) R.O. Pre Filter
R.O. Membrans (3)	3	337.00	1011.00	(3) R.O. Membrans (Does not include Membran canister.)
Misc shop supplies - Man Lift			580.00	Man Lift
Erection Kit			800.00	
Nozzles			250.00	
Food & Lodging			3000.00	(2) Man Crew Factory Technicians
Freight			\$625.00	
Warranty one(1) year Parts and Labor			6350.00	Only NS supplied equipment for this bid.
Misc shop supplies				
Total Material Cost			\$63,666.33	
GRAND TOTAL			\$76,441.33	
* Billing Rates shall be fully loaded rates - i.e. all inclusive of base wage rate, overhead and profit.				

Exhibit C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS

2019-11-11 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF BID OR PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR DIRECTLY AT (775) 335-1845.

2. INDEMNIFICATION

CONTRACTOR agrees to defend save and hold harmless and fully indemnify RTC, Washoe County, City of Reno, and City of Sparks, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of:

- A. Any breach of duty, neglect, or negligent error, misstatement, misleading statement or omission committed in the conduct of CONTRACTOR'S profession by CONTRACTOR, its employees, agents, officers, directors, Subs (as that term is defined below), or anyone else for which CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, subs, or anyone else for which CONTRACTOR is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component, or other deliverable (including software) supplied by CONTRACTOR under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONTRACTOR.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions, CONTRACTOR shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

If an Indemnitee is found to be liable in the proceeding, then CONTRACTOR'S obligation here under shall be limited to the proportional share of the liability attributed to CONTRACTOR.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim.

In the event of a violation or an infringement under paragraph 2.C above and the use is enjoined, CONTRACTOR, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONTRACTOR shall purchase and maintain insurance of the types and limits as described herein insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

4. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received and approved by RTC before work commences. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, at any time. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

Contractor or its insurers shall provide at least thirty (30) days' prior written notice to RTC prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONTRACTOR shall be responsible to provide prior written notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all subcontractors and subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy subject to the same

requirements stated herein without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least be \$1,000,000 per occurrence \$1,000,000 for any applicable coverage aggregates for or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to and approved by RTC's Finance Director prior to signing this Contract. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by RTC's Finance Director prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

8. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. RTC reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. MISCELLANEOUS CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONTRACTOR fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR's expense.
- C. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC or any other Indemnitees under this Agreement

The status of RTC as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

CONTRACTOR waives all rights against RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

Continuing Completed Operations Liability Insurance. CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of

not less than \$1,000,000 each occurrence for at least 5 years following substantial completion of the work.

- a. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- b. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- c. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONTRACTOR does not own or operate any owned or leased vehicles.

CONTRACTOR waives all rights against RTC, its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to this Agreement.

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

12. INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONTRACTOR or any Sub by RTC. CONTRACTOR, and any Subs, shall procure, pay for and maintain required coverages.

CONTRACTOR shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

If CONTRACTOR or Sub is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

CONTRACTOR waives all rights against RTC, its elected officials, officers, employees and agents, for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONTRACTOR shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

Exhibit D

FTA REQUIRED CLAUSES

CLAUSE 5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

CLAUSE 6 - CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 7 - LOBBYING RESTRICTIONS [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the RTC.

CLAUSE 8 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their

authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.

- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

CLAUSE 9 - FEDERAL CHANGES

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

CLAUSE 10 - CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 11 - RECYCLED PRODUCTS [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and the regulatory provisions of 40 C.F.R. Part 247.

CLAUSE 12 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CLAUSE 13 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CLAUSE 14 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
1. Debarred from participation in any federally assisted award;
 2. Suspended from participation in any federally assisted award;
 3. Proposed for debarment from participation in any federally assisted award;
 4. Declared ineligible to participate in any federally assisted award;
 5. Voluntarily excluded from participation in any federally assisted award; or
 6. Disqualified from participation in any federally assisted award.
- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.
- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

CLAUSE 15 - PRIVACY ACT

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CLAUSE 16 - CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Public Transportation Programs

Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights

Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.

3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No.

13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

CLAUSE 19 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written

consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.

- E. The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactorily completed.

CLAUSE 20 - INCORPORATION OF FTA TERMS

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

CLAUSE 21 - SUBSTANCE ABUSE REQUIREMENTS [49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40]

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Nevada, or the RTC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports to the RTC. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

CLAUSE 23 - SAFETY

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5329 and any implementing regulations that FTA may issue.

CLAUSE 25 - VETERANS PREFERENCE

- A. As provided in 49 U.S.C. § 5325(k), to the extent practicable, Contractor and its subcontractors shall give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under the Agreement.
- B. As provided in 49 U.S.C. § 5325(k), to the extent practicable, Contractor and its subcontractors shall not require any lower-tier subcontractor to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, and individual with a disability, or a former employee.

CLAUSE 26 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.
- B. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

CLAUSE 28 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

CLAUSE 29 - WHISTLEBLOWER PROTECTIONS

Contractor certifies that it is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

CLAUSE 31 - FLY AMERICA [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]

- A. As used in this section, "international air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-

flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR 47.403. [State reasons].

- D. Contractor shall include these requirements in each subcontract or purchase under this Agreement that may involve international air transportation.

CLAUSE 35 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

- A. **Seat Belt Use.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. **Distracted Driving.** Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

CLAUSE 36 - SEISMIC SAFETY [42 U.S.C. 7701 et seq.; 49 C.F.R. part 41; Executive Order (E.O.) 12699]

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the Project.

CLAUSE 37 - OTHER ENVIRONMENTAL PROTECTIONS

- A. Contractor shall comply with all applicable environmental and resource-use laws, regulations, and requirements and shall follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements, and follow applicable guidance.

- B. Applicable requirements include but are not limited to (i) the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., and related regulations, Executive Orders, and guidance; (ii) Federal Transit Administration guidance on environmental reviews; (iii) Executive Orders and circulars related to environmental justice; (iv) Wild and Scenic Rivers Act of 1968; (v) Coastal Zone Management Act of 1972; (vi) the Endangered Species Act of 1973; (vii) Magnuson Stevens Fishery Conservation and Management Act; (viii) Comprehensive Environmental Response, Compensation, and Liability Act; (ix) Executive Order No. 11990 relating to "Protection of Wetlands;" (x) Executive Order Nos. 11988 and 13690 relating to "Floodplain Management;" (xi) 49 U.S.C. § 303, 23 CFR Part 774, and 49 CFR Part 622; (xii) historic preservation requirements; and (xiii) policies promoting the preservation of places and objects of religious importance to Native Americans.

CLAUSE 38 - LABOR REQUIREMENT

Contractor shall comply with the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq. to the extent the FLSA applies to employees performing work with Federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

CLAUSE 39 - INSURANCE REQUIREMENT

Contractor shall comply with flood insurance laws and guidance as follows:

- A. Contractor shall have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to acquire, construct, reconstruct, repair, or improve that building.
- B. Each such building and its contents will be covered by flood insurance in an amount at least equal to the Federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.
- C. Contractor shall follow Federal Transit Administration guidance, except to the extent Federal Transit Administration determines otherwise in writing.



REGIONAL TRANSPORTATION COMMISSION

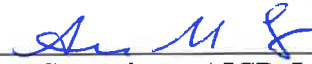
Metropolitan Planning • Public Transportation & Operations • Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

January 17, 2020

AGENDA ITEM 3.9

TO: Regional Transportation Commission

FROM: Dale Ferguson
RTC Chief Legal Counsel



Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Resolution of Condemnation for a property right related to APN 007-011-13, necessary to construct the Virginia Street Bus Rapid Transit Extension Project

RECOMMENDATION

Approve the attached Resolution of Condemnation authorizing RTC’s legal counsel to commence condemnation proceedings to acquire a temporary construction easement on the parcel known as APN 007-011-13 from Campus Reno Property Owner, LLC, a Delaware limited liability company, necessary to construct the Virginia Street Bus Rapid Transit Extension Project.

SUMMARY

At the March 18, 2016, RTC Board Meeting, the Commission approved Amendment No. 1 to the Professional Services Agreement with Nichols Consulting Engineers (“NCE”) for Final Design of the Virginia Street Bus RAPID Transit Extension Project (the “Project”). At the September 16, 2016, RTC Board Meeting, the Commission approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project. Paragon Partners, LTD (“Paragon”) was selected as the firm to provide the right of way acquisition services at the November 18, 2016, RTC Board Meeting. Thereafter, Paragon initiated the process of acquiring the right-of-way for the Project.

Through an Interlocal Cooperative Agreement with the City of Reno dated May 24, 2016, the RTC has been authorized to negotiate and/or initiate eminent domain proceeding for right-of-way acquisition when necessary for the Project. Paragon has been attempting to negotiate the purchase of a property right needed to construct the Project from the owners of APN 007-011-13. Those efforts have been unsuccessful to date.

To ensure timely construction of the Project, the approval of this Resolution of Condemnation allows the RTC to initiate condemnation proceedings for the property right. Proper notice of this agenda item has been provided to the property owner as required by the Nevada Revised Statutes. In order to minimize potential delays to the Project, the proposed resolution of condemnation (see Attachment A) is requested now so that legal counsel can seek a court ordered “right-of-entry”

and/or order for immediate occupancy should negotiations with property owners not result in the acquisition of the property right through purchase. Every effort to reach satisfactory purchase agreements will continue to be made until a complaint in eminent domain is filed with the court. Thereafter, the RTC will continue to attempt to negotiate a resolution that is fair and equitable.

FISCAL IMPACT

The costs to acquire the subject property interest has been budgeted; however, the fiscal impact cannot be determined at this time. Aside from legal fees, there is the potential that the compensation to the property owner may increase as a result of legal settlement.

PREVIOUS ACTIONS BY BOARD

- | | |
|--------------------|---|
| November 18, 2016 | Approved the staff recommendation of Paragon Partners LTD to provide the right of way acquisition services for the Project; authorize the Executive Director to negotiate and execute the final Professional Service Agreement (PSA). |
| September 16, 2016 | Approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project. |
| March 18, 2016 | Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Project. |
| October 16, 2015 | Acknowledged receipt of an update on the Project and approve the local preferred alternative. |
| October 17, 2014 | Approved Selection of Nichols Consulting Engineers (NCE) for Preliminary Design and NEPA; authorize the RTC Executive Director to negotiate and execute a professional services agreement with NCE. |

ADDITIONAL BACKGROUND

This project installs multi-modal transportation improvements including an extension of the Bus Rapid Transit service on the corridor from Plumb Lane to Liberty Street and Maple Street to 15th Street/North Virginia Street. The NEPA process is complete. The 100 percent design plans for the project are complete. Work in the North Virginia-UNR segment of the project is anticipated to begin in April 2020. With these anticipated start dates, the roadway construction and BRT improvements are scheduled to be complete by the end of 2020.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this report.

Attachment

RESOLUTION OF CONDEMNATION

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, hereinafter referred to as "RTC," to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, in recognition of such needs, the RTC approved the Virginia Street Bus Rapid Transit Extension Project, hereinafter referred to as "Project," as part of an Interlocal Cooperative Agreement ("ICA") dated May 24, 2016; and

WHEREAS, in the ICA dated May 24, 2016, the City of Reno authorized the RTC to initiate eminent domain proceedings on behalf of the City, if required, for the acquisition of right-of-way for the Project; and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interest to be acquired, insofar as is known to the RTC, is Campus Reno Property Owner, LLC, a Delaware limited liability company.

NOW, THEREFORE, the members of the Regional Transportation Commission of Washoe County do hereby find:

1. That proper notice of the RTC's intent to consider eminent domain action to acquire the relevant property interest of the above referenced owner(s) has been given as required by NRS 241.034.
2. That RTC staff first contacted the landowner about the property interest for a temporary construction easement located on the parcel known as APN 007-011-13, as described in Exhibit "A" and depicted on Exhibit "B," attached hereto and incorporated herein by reference, on or about June 21, 2019. While there have been discussions, proposals and offers made, all efforts to reach a mutually acceptable agreement for the acquisition of the property interest through purchase have been unsuccessful to date.
3. That the property interest to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Virginia Street Bus Rapid Transit Extension Project.
4. That the property interest described herein are necessary to such public use.

Based on the aforementioned findings of fact, the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the property interest described in Exhibit "A" and depicted on Exhibit "B".

2. That said legal counsel shall commence and prosecute in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the property interest described in Exhibit "A" and depicted on Exhibit "B."

3. That said legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of said property interest for the construction of the Project, upon complying with conditions imposed by law.

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing Resolution was passed and adopted this 17th day of January 2020, by the following vote of the Regional Transportation Commission:

AYES: _____

NAYS: _____

ABSTAIN: _____

Approved this 17th day of January 2020.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, STATE OF NEVADA

BY _____
BOB LUCEY, CHAIR

STATE OF NEVADA
COUNTY OF WASHOE

The above-instrument was acknowledged before me this 17th day of January 2020, by Bob Lucey,
Chair of the Regional Transportation Commission.

Notary Public

DRAFT

EXHIBIT A

EXHIBIT "A"
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
APN: 007-011-13

A temporary construction easement, situate within a portion of the North West 1/4 of Section 2, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

Beginning at the south east corner of that certain parcel of land described as Parcel A of the Reversion to Acreage Tract Map for Comer Capital LLC, recorded in the official records of Washoe County Recorder's Office on January 29, 2016, as Document # 4555259, Tract Map # 5152, said point being a point on the westerly line of North Virginia Street;

Thence South $49^{\circ}17'25''$ West 4.27 feet along the south boundary line of said parcel;

Thence departing the south boundary line of said parcel, North $40^{\circ}42'48''$ West 179.74 feet to a point on the north boundary line of said parcel and the cusp of a curve concave to the south;

Thence easterly 13.28 feet along the north boundary line of parcel and said curve from which a radial line bears North $11^{\circ}14'33''$ East, having a radius of 20.00 feet, through a delta angle of $38^{\circ}02'15''$ to a point on the east boundary line of said parcel;

Thence South $40^{\circ}43'11''$ East 167.42 feet along the east boundary line of said parcel to the point of beginning, containing 749 square feet, more or less.

Basis of Bearings: NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).

Grant R. Alexander, P.L.S. 19051
Battle Born Ventures, LLC
600 Gleeson Way
Sparks, NV 89431

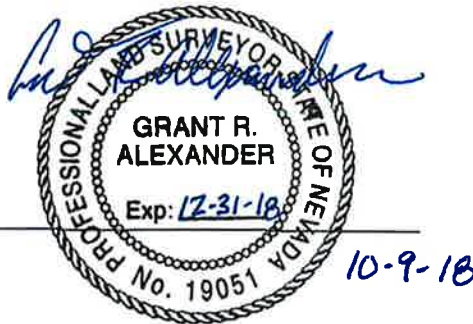
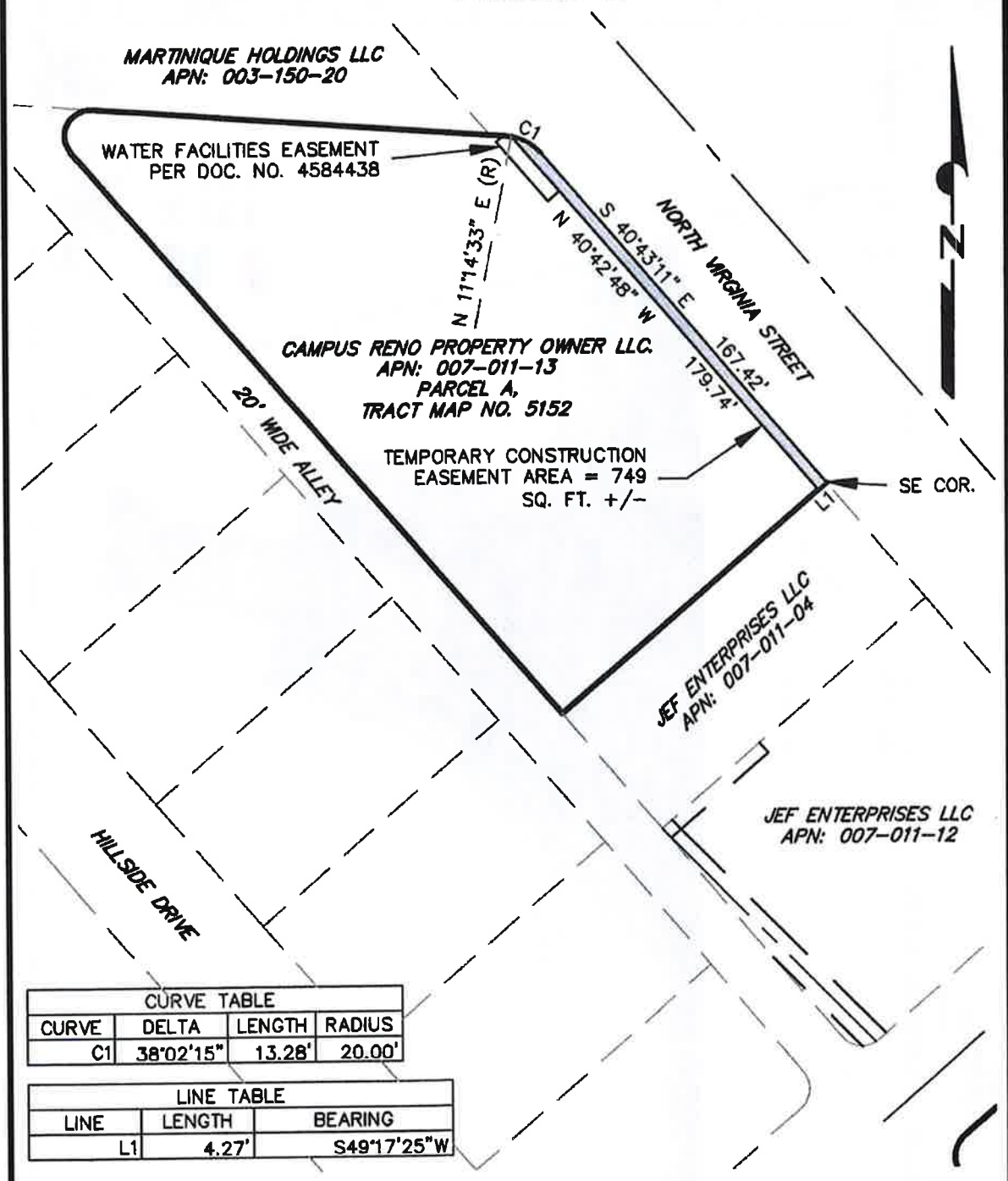


EXHIBIT "B"



CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	38°02'15"	13.28'	20.00'

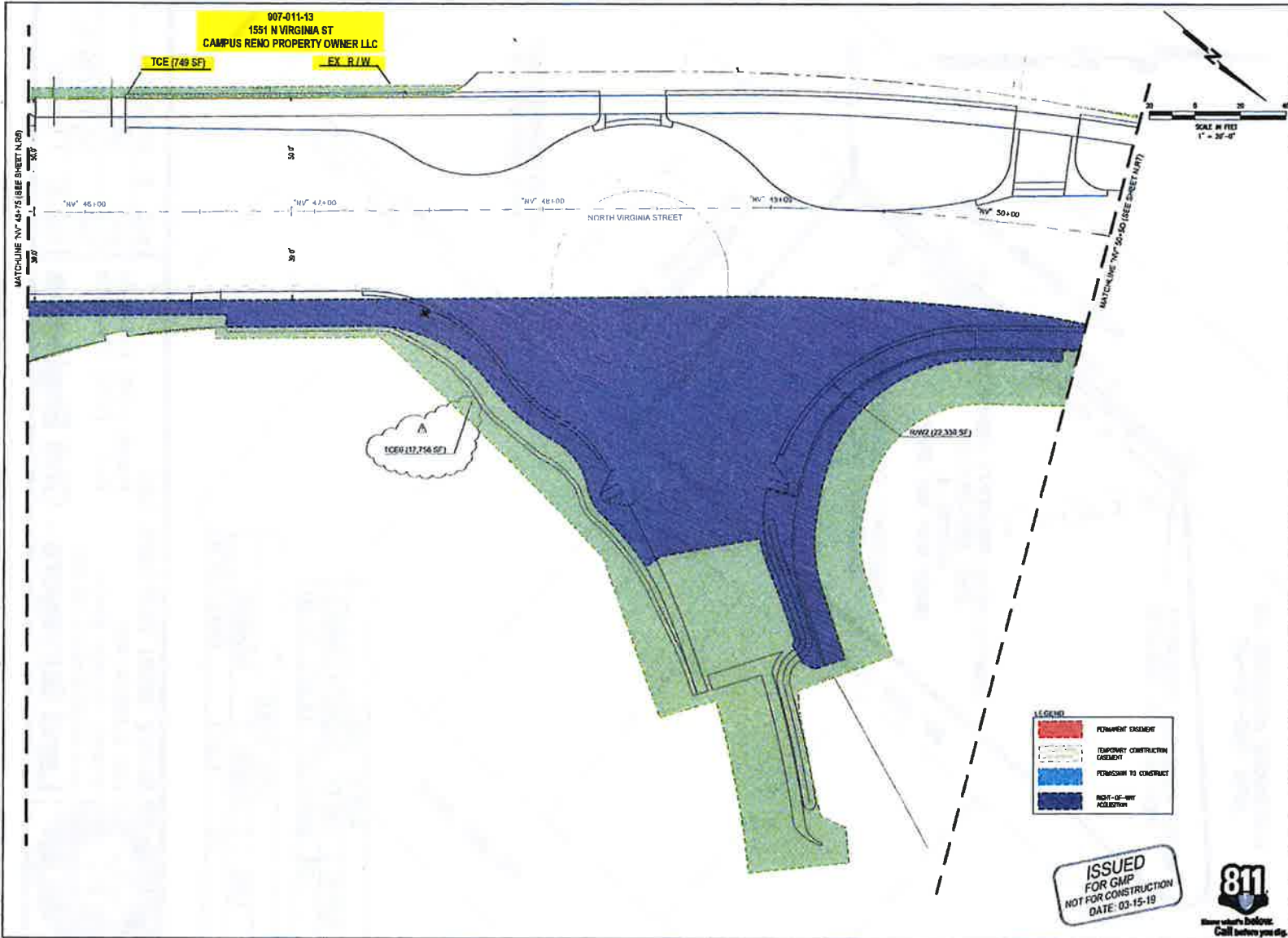
LINE TABLE		
LINE	LENGTH	BEARING
L1	4.27'	S49°17'25"W



BATTLE BORN VENTURES, LLC
 600 GLEESON WAY
 SPARKS, NEVADA 89431
 www.battlebornventures.com
Land Surveyors - Civil Engineers

W.O. #: 2016_152
 BY: GRA
 DATE: 03/02/2018
 SCALE: 1" = 60'

EXHIBIT B



LEGEND

	PERMANENT CONSTRUCTION
	PERMITS TO CONSTRUCT
	RIGHT-OF-WAY ACQUISITION

ISSUED FOR GMP
NOT FOR CONSTRUCTION
 DATE: 03-15-19



NCE
 1885 S. Arlington Ave. Suite 111
 Reno, Nevada 89502
 (775) 325-4955 • Fax (775) 325-1088

CA Group, Inc
 1135 Terminal Way, Suite 108
 Reno, Nevada 89502-2143
 (775) 470-5770



VIRGINIA STREET BUS RAPID TRANSIT EXTENSION PROJECT PHASE 2

CLIENT

RTC REGIONAL TRANSPORTATION COMMISSION
 1105 TERMINAL WAY,
 SUITE 108 RENO, NV 89502
 PHONE (775) 348-0171

NO	DATE	DESCRIPTION	UPWARD ICE NO	REV
1	3/6/19			

PROJECT NO: CA2096
 DESIGNED BY: JSC
 GROUP BY: JRC
 CHECKED BY: CDA DATE: 01/23/19
 DATE: 02/04/19

This drawing is the property of NCE, including all materials and pertinent features. No part of this drawing shall be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of NCE.

SHEET TITLE

RIGHT OF WAY
 "NV" 45+75 TO "NV" 50+50

DRAWING
N.R.6

SHEET 220 OF 332



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

January 17, 2020

AGENDA ITEM 4.1

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Director's Report

Monthly verbal update/messages from RTC Interim Executive Director Amy Cumming – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

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January 17, 2020

AGENDA ITEM 5.1

TO: Regional Transportation Commission

FROM: Angela Reich, SPHR, SHRM-SCP
Director of Administrative Services

SUBJECT: Executive Director Recruitment

RECOMMENDATION

Discussion and possible action pertaining to the recruitment and interview process to fill the position of RTC Executive Director.

SUMMARY

On November 15, 2019, Lee Gibson, Executive Director, announced a retirement date, effective December 6, 2019.

RTC Human Resources (HR) advertised an open competitive recruitment in accordance with RTC advertising mediums for the Executive Director position, with a deadline of 5:00 p.m. Friday, January 3, 2020.

FISCAL IMPACT

Funding is included in the Fiscal Year 2020 Board approved budget for Legal Services and the Administrative Services department.

ADDITIONAL BACKGROUND

The Executive Director position must be filled by appointment of the RTC Board of Commissioners (the Board). The Executive Director position serves at the pleasure of the Board.

The Board made no changes to the Executive Director job description provided at the November 15, 2019, meeting.

Options to Consider:

- I. Recruitment Process:
 - I. HR will work independently from any RTC director staff and in conjunction with outside legal counsel and confidential support staff throughout all steps of the recruitment process.
 - II. HR and legal counsel will screen application materials and determine if applicants meet the minimum qualifications as outlined in the executive director job description. HR will be responsible for all communication to the candidates throughout the recruitment process.
 - III. The following is recommended based on the number of qualified applicants:
 - i. If there are up to five (5) or six (6) qualified applicants, or a different number as directed, the Board may interview and select a finalist at a Board meeting as directed.
 - ii. If there are more than six (6) or seven (7) qualified applicants, or other number as directed, HR will assemble an interview panel consisting of subject matter experts to conduct interviews and will recommend three (3) candidates to interview with the Board. The interview panel will not include any RTC staff.
 - IV. HR will update the Board throughout the process.
 - V. HR will conduct a background check as directed, dependent on the interview process and number of qualified applicants the Board will interview.
 - VI. HR, or as directed, will develop interview questions and process based on Board feedback and as directed.
 - VII. The Board will interview Executive Director candidates by the identified process or other as directed and if an Executive Director is selected, the Board will provide direction on the negotiation of an employment agreement.

PREVIOUS ACTIONS BY BOARD

- November 15, 2019** Appointed Amy Cummings as the Interim Executive Director upon the departure of Lee Gibson, with a 10% pay increase, until such time a permanent Executive Director is appointed.
- Directed the Director of Administrative Services to work with Chairman Lucey to compile and distribute advertising materials as soon as possible and bring a recruiting plan to the December 20, 2019, RTC Board meeting.
- April 17, 2009** Directed the Director of Administrative Services to begin a formal, regional recruitment, and each commissioner was to appoint one person to a candidate review sub-committee. Additionally, the Director of Administrative Services was to screen out the least qualified candidates and the review sub-committee would then screen out the remaining qualified candidates for final recommendation to the Board. An advertisement was to run for no more than two weeks.

January 16, 2009

Appointed Derek Morse as the Interim Executive Director.

December 19, 2008

Direction was given to the Director of Administrative Services to advertise a request for letters of interest (for Executive Director) only. A regional search was also preferred to a national search and an outside agency was not to be used. No relocation or travel costs for interviewing was to be offered.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

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Executive Director

FLSA status:	Exempt	CLASS CODE:	1010
Established:	January 1, 2005	Grade:	52
Revised:	August 2019		

Summary: Under the general direction of the Regional Transportation Commission (RTC) Board of Commissioners, leads, controls, manages and directs the activities and staff of the RTC in providing an integrated transportation agency that serves as the Metropolitan Planning Organization (MPO), public transit authority, and street and highway construction agency for Washoe County, Nevada.

DISTINGUISHING CHARACTERISTICS: This class manages all activities throughout the RTC related to the planning, operation, and funding of the RTC. Responsibilities include working with elected and appointed officials to develop policy and implement

- Metropolitan Planning Organization initiatives (long range plans, transportation improvement plans, corridor studies and data development activities including transportation modeling applications),
- Project Development activities (preliminary engineering, environmental studies, financial plans, and project management plans) and
- Transportation Delivery (construction of roadways, transit ways, vertical structures, and appurtenances as well as operation of transit services including fixed route, paratransit and new mobility initiatives)

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

- Possess a vision of how to link transportation planning to multi modal transportation delivery for both the long term and short term. Understands the basic legal structure of metropolitan planning as enumerated under federal law; Grasps the essential elements of Nevada law pertaining to the construction of roadways and operation of transit system enumerated in NRS 277A and NRS 373.
- Leads senior management and RTC staff to develop RTC goals, policies, objectives, performance measures and projects for annual budget, short-range and long range planning documents that are approved by the RTC Board.
- Leads the development of and establishes all short-range and long-range strategies, resource requirements as well as goals for Commission action; organizes management strategies to ensure proper execution of agency plans, programs, and services. Directs and establishes agency priorities; ensuring the RTC operations are carried out according to agency policy; obtains RTC Board approval to clarify policies as necessary.

Executive Director

Job Description

- Interprets federal, state, and RTC policies and procedures for the Commission and senior management, advising them of effective strategies for complex issues in regional transportation.
- Manages overall performance and productivity of agency and staff; directs the continuous improvement of work outcomes; and ensures the satisfaction of internal and external customers. Supervises senior management by counseling, advising, and conducting performance evaluations.
- Acts on final appeals of HR issues such as performance evaluations, discipline or termination.
- Ensures effective communication of issues and strategies internally within agency departments and externally between intergovernmental agencies, the public, community leaders and elected officials.
- Serves as a liaison between RTC, its Board of Commissioners, regional governments, federal, state, and local government, community groups, developing consensus and ensuring effective communications;
- Makes professional presentations to executive management, elected officials, the general public, and other stakeholders, including testimony at City Council and County Commission, State Transportation Board, and Congressional hearings.
- Approves procurements and hiring over threshold limits.
- Assures compliance with all RTC policies and procedures, Occupational Safety and Health Administration (OSHA) rules and regulations, and all other state and Federal regulations.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job)

- Knowledge of governmental agencies and their operations regarding transportation issues.
- Knowledge of management techniques and strategic planning.
- Knowledge of regional transportation requirements, regulations, operations and manuals.
- Knowledge of human resource policies, practices and employment law applications.
- Knowledge of fiscal planning and management for a transportation commission.
- Knowledge of urban/land usage, roadway engineering, maintenance and construction practices.
- Skill in consensus-building and effective communications.
- Skill in public speaking.
- Skill in developing presentations for various audiences.
- Skill in leading a diverse group toward common goals and directions.
- Skill in interpreting complex policies and providing understandable, logical explanations.
- Skill in execution of contracts to successful completion.
- Skill in organizing and managing numerous, simultaneous projects, tracking progress, balancing shifting priorities, and meeting established deadlines.
- Skill in effective verbal and written communication and establishing effective working relations.

Executive Director
Job Description

Required Certifications and Licenses:

Valid driver's license required at time of hire.

Experience and Training:

Bachelor's Degree in finance, economics, urban planning, transportation, engineering, business administration or public administration; AND seven (7) years of experience as a supervisor with three (3) at the senior management level; three (3) years of experience with legal terminology and/or legal contracts, financial operations including budget, strategic planning, roadway engineering and maintenance, regional transportation planning; Master's degree in one of the above disciplines preferred; OR equivalent combination of education and experience.

Working Conditions:

Work is performed in an indoor standard office setting with some travel to attend meetings incumbents may be required to work extended hours including evenings and weekends. Physical ability to perform office and related work, including operating computers and office machinery; stamina to sit for extended periods of time; strength to lift and maneuver materials weighing up to 25 pounds; vision to read printed materials; and hearing and speech to communicate in person or over the telephone. Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the RTC.



REGIONAL TRANSPORTATION COMMISSION


Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

January 17, 2020

AGENDA ITEM 5.2

TO: Regional Transportation Commission

FROM: 
Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Legal Counsel Report

The monthly Regional Transportation Commission (RTC) agenda includes a standing item for staff and legal counsel to provide information on any legal issues facing the RTC. This allows the Board to discuss such issues and provide direction to staff or take action as necessary.

The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.



REGIONAL TRANSPORTATION COMMISSION

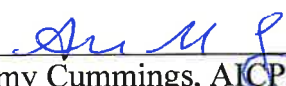
Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

January 17, 2020

AGENDA ITEM 6

TO: Regional Transportation Commission

FROM: 
Amy Cummings, AICP, LEED AP
Interim Executive Director

SUBJECT: Public Input

This agenda item allows the public the opportunity to provide information on topics within the jurisdiction of the Regional Transportation Commission (RTC). Any person wishing to wait to provide public comment on a specific agenda item should indicate that item number on the “comment” card. The RTC Chair reserves the right to take all public comment during Public Input. Individuals addressing the Board during the Public Input portion of the meeting will be limited to three minutes total. However, an individual acting as a spokesperson for a group of individuals may request additional time. Individuals are expected to provide public input in a professional and constructive manner.