



LOCATION:

**WASHOE COUNTY COMMISSION CHAMBERS
1001 E. 9th Street, Bldg. A, Reno**

**DATE July 16, 2021
TIME 9:00 a.m.**

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

I. The Washoe County Commission Chamber 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. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube, and on the Washoe Channel at: www.washoecounty.us/mgrsoff/Communications/wctv-live.php

III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) submitting comments via online Public Comment Form (www.rtcwashoe.com/about/contact/contact-form/); (2) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (3) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.

IV. 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.

V. The supporting materials for the meeting will be available at www.rtcwashoe.com/meetings/. In addition, a member of the public may request supporting materials electronically from Denise Thompson at the following email address: dthompson@rtcwashoe.com.

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance
- 1.3 Presentation on “**Locked Eyes Save Lives**” Pedestrian and Driver Safety Awareness Campaign

2. PUBLIC COMMENT

Public comment taken under this item may pertain to matters both on and off the agenda. The Chair may take public comment on a particular item on the agenda at the time it is discussed. Comments are to be made to the Board as a whole and not to individual commissioners

3. APPROVAL OF AGENDA (For Possible Action)

4. CONSENT ITEMS (For Possible Action)

Minutes

- 4.1 Approve Minutes of the June 18, 2021 meeting (*For Possible Action*)

Reports

- 4.2 Acknowledge receipt of the monthly Planning Activity Report (*For Possible Action*)
- 4.3 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)
- 4.4 Acknowledge receipt of the monthly Public Transportation/Operations Activity Report (*For Possible Action*)

- 4.5 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)
- 4.6 Acknowledge receipt of the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees (*For Possible Action*)

Engineering Department

- 4.7 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, Sparks Family Hospital, Inc. and the City of Reno for the dedication of offset-eligible improvements for the modification of the Longley Lane / Barron Way intersection (*For Possible Action*)

Public Transportation/Operations Department

- 4.8 Approve an Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation to provide funding to the RTC for the ED PASS Program in the amount of \$200,000 (*For Possible Action*)
- 4.9 Approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation to receive and use Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) federal funds in the amount of \$1,250,000 for the RTC Trip Reduction Program (*For Possible Action*)

Executive, Administrative and Finance Departments

- 4.10 Authorize the Executive Director to negotiate a funding agreement to contribute \$160,000 towards the Tahoe Transportation District's purchase of the former elementary school in Incline Village as a potential site for a future mobility hub (*For Possible Action*)

5. PUBLIC HEARING ITEMS

- 5.1 Conduct a public hearing on proposed service changes to RTC RIDE, including expansion of late night service on the RAPID – Virginia Line beginning on or after August 1, 2021, and a September 11, 2021, change to bus bay locations at RTC 4th STREET STATION and RTC CENTENNIAL PLAZA STATION; approve the service changes.
 - a. Staff presentation
 - b. Public hearing
 - c. Action

6. DISCUSSION ITEMS AND PRESENTATIONS

- 6.1 Update, discussion and potential direction to staff regarding legislative measures and issues being considered during the 81st (2021) Session of the Nevada Legislature (*For Possible Action*)
- 6.2 Review Executive Director Bill Thomas' performance as it pertains to the proper duties of the position and accomplishments of Fiscal Year (FY) 2021 Goals and adjust compensation accordingly (*For Possible Action*)
- 6.3 Set Executive Director's Goals for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022) (*For Possible Action*)
- 6.4 Approve the RTC Agency Goals for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022) (*For Possible Action*)

7. REPORTS (*Informational Only*)

- 7.1 Executive Director Report
- 7.2 Federal Report
- 7.3 NDOT Report

8. COMMISSIONER ANNOUNCEMENTS AND UPDATES

Announcements and updates to include requests for information or topics for future agendas. No discussion will take place on this item.

9. PUBLIC COMMENT

Public comment taken under this item may pertain to matters both on and off the agenda. The Chair may take public comment on a particular item on the agenda at the time it is discussed. Comments are to be made to the Board as a whole and not to individual commissioners

10. ADJOURNMENT (For Possible Action)

Posting locations: Washoe Co. Admin. Bldg., 1001 E. 9th St., Reno, NV; RTC, 1105 Terminal Way, Reno, NV; 4th STREET STATION, 200 E. 4th St., Reno, NV; CENTENNIAL PLAZA, Victorian Square, Sparks, NV; Sparks City Hall, 431 Prater Way, Sparks, NV; Reno City Hall, 1 E. First St., Reno, NV; Incline Village General Imp. Dist., 893 Southwood Blvd., Incline Village, NV; area press & media via fax; RTC website: www.rtcwashoe.com, State website: <https://notice.nv.gov/>

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

June 18, 2021

PRESENT:

**Ed Lawson, Mayor of Sparks, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Bob Lucey, Washoe County Commissioner**

**Amy Cummings, RTC Deputy Executive Director
Adam Spear, Legal Counsel
Cole Mortensen, Deputy Director of NDOT (alternate)**

NOT PRESENT:

**Neoma Jardon, Reno City Council Member, Chair
Oscar Delgado, Reno City Council Member
Bill Thomas, RTC Executive Director
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 Mayor Lawson. Following the roll call and the Pledge of Allegiance to the Flag of our country, the Board conducted the following business:

Item 2 PUBLIC INPUT

Mayor Lawson 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.

Mayor Lawson read a public comment that came in via email from an unknown sender as follows:

“Who dreamed up the idea to have construction near the Silver Legacy (N. Virginia, 5th St area) that had traffic blocked for miles during summer?”

Mr. Ryan McKinney, local resident, addressed the Board to talk about a new law where there is a requirement for an outside signal on the RIDE coaches when doing under 30 kph (?) and to say that drivers are not calling out the stops consistently. He also mentioned that while RTC is offering FlexRIDE and rides to Tahoe, they are taking away from the pool of drivers available for ACCESS and the disabled community and pick-ups are often late. He would like more drivers available for ACCESS before adding any additional FlexRIDE service.

Ms. Dora Martinez, local resident, addressed the Board and agreed with Ryan McKinney about delayed trips and said service has been awful since their meeting with the ACCESS folks three weeks prior. She asked for disabled buttons to be installed on the Chambers doors to make it easier for the disabled, especially those in wheelchairs. She then said that the ACCESS drivers are not providing door-to-door service as ADA requires. Other topics included inconsistent stop announcements, she would like braille route numbers added to the poles at a height of 60 inches. She would like the benches at the stations to be moved back against the walls so she and her guide dog do not run into people getting to the loading ramp and lastly, she requested that the service to Lake Tahoe include a stop at Meadowood Mall.

Ms. Kimberly Glass, local resident, addressed the Board to say that she has been an ACCESS paratransit consumer for approximately four years and the service is getting very bad. An example she gave was that she had a pick-up time scheduled for between 10:00 and 10:30 one morning and was not picked up until 1:30 that afternoon while she waited outside the entire time. As she waited, there were three ACCESS vehicles that came to drop off or pick other passengers up. She asks that the RTC remember that the ACCESS coaches are mainly for the use of the disabled community before FlexRIDEs. She offered to speak with some of the drivers to suggest ways for improvement as she does not believe the disabled community's needs are being considered. She said it's gotten worse since COVID.

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

Item 3 APPROVAL OF AGENDA

On motion of Commissioner Hartung, seconded by Commissioner Lucey, which motion unanimously carried, Mayor Lawson ordered that the agenda for this meeting be approved.

Item 4.1 thru 4.19 CONSENT ITEMS

Minutes

4.1 Approve Minutes of the May 21, 2021, meeting (*For Possible Action*)

Reports

4.2 Acknowledge receipt of the monthly Planning Activity Report (*For Possible Action*)

4.3 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)

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

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

4.6 Acknowledge receipt of the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees (*For Possible Action*)

Planning Department

- 4.7 Approve a Professional Services Agreement (PSA) with CA Group, Inc. for consulting services on the McCarran Boulevard Corridor Study in an amount not-to-exceed \$349,868 *(For Possible Action)*
- 4.8 Approve an Interlocal Cooperative Agreement with the City of Fernley to fund expansion of the RTC Travel Demand Model to include data and analysis for the Fernley area in a reimbursement amount not-to-exceed \$64,000 *(For Possible Action)*
- 4.9 Approve the Transportation Alternatives Set-Aside Program Guidance and Application *(For Possible Action)*
- 4.10 Approve the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2022 *(For Possible Action)*:
- Jillian Keller (reappointment)
 - Salvador Duarte
 - Alexander Drudi
 - Ann Silver
 - Mark Miranda

Approve the RTC staff recommended appointments for alternate members to the CMAC:

- Alfreda Voorhies
- Marjorie Ball
- Larry Skelton
- Paul Hewen

Engineering Department

- 4.11 Approve an Interlocal Cooperative Agreement (ICA) with the City of Reno for the Signal Timing 6 – Phase 2 project for a reimbursement amount not-to-exceed \$100,000 *(For Possible Action)*
- 4.12 Approve an Interlocal Cooperative Agreement (ICA) with the City of Sparks for the Signal Timing 6 – Phase 2 project for a reimbursement amount not-to-exceed \$25,000 *(For Possible Action)*
- 4.13 Approve an Interlocal Cooperative Agreement (ICA) with the University of Nevada, Reno (UNR) for the Signal Timing 6 – Phase 2 project for a reimbursement amount not-to-exceed \$250,000 *(For Possible Action)*
- 4.14 Approve a contract with CA Group, Inc., to provide design services and optional engineering during construction for the TE Spot 11 – Package 3 project in an amount not-to-exceed \$1,119,290 *(For Possible Action)*
- 4.15 Authorize a request for proposals (RFP) for the selection of preliminary design, environmental analysis, final design, and construction management services for the 4th STREET STATION Expansion project *(For Possible Action)*

Public Transportation/Operations Department

- 4.16 Approve the Selection Committee's recommendations to award and fund each of the four 5310 project proposals received under the Enhanced Mobility of Seniors & Individuals with Disabilities, Federal Transit Administration's Section 5310 Program Funding *(For Possible Action)*

Executive, Administrative and Finance Departments

- 4.17 Approve a Memorandum of Understanding with the State of Nevada Office of the Labor Commissioner for access to specified data in LCP Tracker *(For Possible Action)*
- 4.18 Authorize the Executive Director to bind annual insurance coverage effective July 1, 2021, for automobile liability, general liability, public officials' errors and omissions (E&O), property, earthquake/flood, crime, cyber, pollution liability, social engineering, fiduciary liability, employment practices liability and workers' compensation; and approve the RTC's continued membership in the Nevada Public Agency Insurance Pool and Public Agency Compensation Trust *(For Possible Action)*
- 4.19 Acknowledge receipt of the Asset Donation Log for the first and second quarters of calendar year 2021 *(For Possible Action)*

On motion of Commissioner Lucey, seconded by Commissioner Hartung, which motion carried unanimously, Mayor Lawson ordered that Consent Items 4.1 through 4.19 be approved.

Item 5.1 thru 5.3 DISCUSSION ITEMS AND PRESENTATIONS

- 5.1 Acknowledge receipt of a report regarding RTC's Construction Projects for Calendar Year 2021 *(For Possible Action)*

Mr. Brian Stewart, RTC Director of Engineering, addressed the Board to give a presentation on calendar year 2021 road construction projects currently underway or that are beginning during this year.

Upon conclusion, Mr. Stewart offered to answer any questions.

Commissioner Hartung asked why he didn't see Pyramid Highway in the presentation, specifically the upgrades going to Golden View.

Mr. Stewart responded that the project is scheduled to begin in 2023 and that NDOT is taking the lead on that one. It is currently under right-of-way acquisitions so the RTC will be able to begin without delay when the time comes.

Mayor Lawson asked if there is a time limit to spend the federal money on that project and Mr. Stewart said there is, but the project has been scheduled out accordingly so there is no loss of funding.

No action was taken on this agenda item.

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

5.2 Acknowledge receipt of a presentation regarding RTC's Traffic Signal Timing Program (*For Possible Action*)

Mr. Andrew Jayankura, RTC Project Manager, addressed the Board to give a presentation on the RTC Traffic Signal Timing Program and the various ways that the program benefits the community. He began by explaining why signal timing is done, what it does exactly, and the benefits of the timing program in general. There are approximately 410 traffic signals in the region and signal timing in area is done on a three-year rotation, which is in accordance with recommended timelines.

Mr. Jayankura added that the program began in 2005 and RTC used consultants to do the timings, but in 2014, a decision was made to bring it in-house and have University of Nevada, Reno, (UNR) students do the timing. He then specified the many benefits this brings, along with the benefits those that the timing itself already brings. He then showed a couple of before and after videos and other details to show exactly how these benefits help drivers be safer and more timely.

He then introduced Professor Tian from UNR who emphasized how this collaboration with RTC and the Signal Timing Program and students has benefitted both. He continued, saying that in his vast experience, what is being done in Reno is quite unique. The manner in which the program runs was developed at UNR and is now being used in over 30 agencies in ten different states who are adopting this program. He added that you will not find students with as much hands-on experience at any other school. He also said that Mr. Jayankura should speak more at national conferences to get recognition and then he will definitely be considered in the top one percent for his skills and knowledge for this program. The UNR students are already at about a four percent level when they graduate, which is rare. He then played a video of one of his top students who was hired directly out of college into a high level position requiring a PE and three years' experience, which they waived. He then concluded his presentation.

Commissioner Hartung asked about a section of east McCarran over to North McCarran and will it be in the program in the near future.

Mr. Jayankura responded that because that particular timing box is not connected to the fiber optic, the clock "travels" and requires resetting of the timing on a more frequent basis.

No action was taken on this agenda item.

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

Item 6.1 thru 6.3 REPORTS

Item 6.1 RTC Executive Director Report

Ms. Amy Cummings, RTC Deputy Executive Director and Director of Planning, spoke on the following topics:

1. Today, the RTC introduces a new mission statement for the RTC. This mission statement captures a year-long effort to understand and define both the current and the aspirational mission of the organization. The process started with a series of meetings Bill Thomas held with each RTC employee who was interested in participating. The Leadership Team discussed a proposed mission statement at our annual strategic retreat, then presented the draft to all staff for additional thoughts. The new mission statement is: Building a better community through quality transportation. We will incorporate this statement on our materials going forward.
2. The RTC Finance Department received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for fiscal year ended June 30, 2020. The Certificate of Achievement is the highest form of recognition in governmental accounting and its management. The RTC has received this certificate every year since 1986.

The RTC's Comprehensive Annual Financial Report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive spirit of full disclosure to clearly communicate its financial story, providing open and transparent information to the public, and motivate potential users and user groups to read the report. Congratulations to Stephanie and the finance team. To read the annual financial report, visit rtcwashoe.com.

3. Thank you to the Federal Transit Administration and FTA's Region 9 for allowing the RTC to keep a portion of the savings from the 4th/Prater and Virginia Street projects. These unused grant monies would have been returned to the FTA to be re-appropriated to other parts of the country, but thanks to the advocacy of our congressional delegation on our behalf, and the approval of the FTA, these funds can be used to advance BRT service within the Virginia Street and 4th Street corridors. We are in the process of determining how to best apply the funds within federal guidelines and will report back to you at a future meeting.
4. Thank you to everyone who participated in the RTC Commuter Challenge for the month of May. There were 12 RTC employees who signed up and logged their trips (a total of 212 trips).

Collectively, all participants achieved the following by carpooling, transit, active transportation, and remote working:

Total Vehicle Miles Traveled (VMT) Reduced: 1265 miles

Total Cost Savings: \$746

Total Fuel Savings: 74 gallons

Total pollutants reduced: 1449 lbs.

These results serve as a great example of the significant impact we can all have on congestion and air quality in our region as well as our pocketbooks and our health.

These were the employees participating:

- Dan Doenges, Jim Gee, Sara Going, Rebecca Kapuler, Mark Maloney, Scott Miklos, Jennifer Meyers, Lee Anne Olivas, Ed Park, Susi Trinidad, and Xuan Wang.

5. Tomorrow, we join our community and the nation in the celebration of Juneteenth, commemorated for the past 156 years. Yesterday, President Biden signed into law the Juneteenth National Independence Day making Juneteenth a federal holiday. The law will recognize June 19, the official date of the end of slavery, as a federal-level holiday.

The historical relevance and significance of the day dates back to 1865, two years after President Lincoln signed the Emancipation Proclamation that declared the freedom of enslaved people.

Let us all raise our voices and our hearts to celebrate the diversity of our community, and embrace our commitment with one another to inclusion, equity, and empowerment for a greater resolve and a stronger community.

Let us set the example as a beacon of hope and inspire community for all people through kindness, tolerance and recognition of everyone's contributions to our community, society, and our nation.

6. RTC's Public Information Officer (PIO), Lauren Ball, gave birth to baby Leo Benjamin Ball last week and all are doing well. Michael Moreno, RTC Public Affairs Manager, will be taking on the PIO responsibilities while Lauren is home with the baby.

Item 6.2 RTC Federal Report

Deputy E.D. Cummings said that a written report was included in the agenda packet for this meeting and she pointed out that both Congressman Amodei and Senator Catherine Cortez Masto gave their support for the renewal of the new reauthorization bill and for RTC's funding request in the bill. RTC requested \$6 million for the Arlington Bridges replacement and \$5 million for the hydrogen fuel cell bus demonstration project.

Item 6.3 NDOT Director Report

NDOT Deputy Director Cole Mortensen addressed the Board to provide a presentation update on current safety statistics for both the state and Washoe County. He said the time period between Memorial Weekend and Labor Day Weekend is known as the 100 deadliest days of the year. He then reviewed percentage increases and decreases of accidents and deaths throughout the state, adding that most fatalities in Nevada involve speed and impairment.

Next, he provided a status update on the safety study done in the area around Wooster H.S. First, he thanked the RTC for moving their bus stop to a safer location, and signal timing was changed in two of the intersections to create safer crossing zones. A school zone is not recommended on Plumb Lane due to the effects it would have on the rest of that facility.

Mr. Mortensen then provided updated information on the Spaghetti Bowl Express project and all roads being affected by that project.

Lastly, he expressed gratitude to all of the NDOT team, but especially the maintenance crews who have worked long hours to cover other's shifts and get the job done, no matter the circumstances.

Commissioner Hartung thanked Mr. Mortensen for NDOT's assistance in clearing up some of the areas along Rock Blvd., etc., as it was a challenge. He looks forward to working together in the future.

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

Item 7 *COMMISSIONER ANNOUNCEMENTS AND UPDATES*

There were none.

Item 8 *PUBLIC INPUT*

Mayor Lawson 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. Dora Martinez, local resident, addressed the Board again to thank Mr. Mortensen and his staff for adding accessible pedestrian signals. She said they were added within a month of being requested along with a tactile crosswalk. She also added that there are good ACCESS drivers and didn't mean to imply previously that they were all bad.

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

Item 11 *ADJOURNMENT*

There being no further business to come before the Board, the meeting adjourned at 9:52 a.m.

MAYOR ED LAWSON, Vice Chair
Regional Transportation Commission



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 16, 2021

AGENDA ITEM 4.2

From: Daniel Doenges, PTP, RSP, Planning Manager

Through: Amy Cummings, AICP/LEED AP, Director of Planning and Deputy Director

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report

PLANNING STUDIES

Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study

The purpose of the study is to enhance mobility and connectivity between the growing communities of Spanish Springs and Lemmon Valley and to facilitate safe and equitable access to economic and recreational opportunities, while preserving the character and heritage of the area. A draft report is under review and comments are being compiled.

Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan

The purpose of this plan is to address existing electric and alternative fuel vehicle infrastructure needs in the area as well as to best prepare for continued advances in mobility technology, including the following:

- Systems planning for autonomous and connected transportation infrastructure;
- Systems planning and engineering services for autonomous transit infrastructure;
- Traffic analysis for micromobility systems and projects;
- Systems planning for electric and hydrogen fuel cell charging infrastructure; and
- Traffic analysis relating to safety of these proposed systems.

A stakeholder meeting occurred on May 5, 2021, and a draft report is being developed.

Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation

The RTC, in partnership with the University of Nevada, Reno (UNR), has received a grant from the US Department of Transportation (DOT) to develop a tool—Automatic Road Feature Extraction from LiDAR (ARFEL)—that automatically extracts highly accurate road geometric features from mobile light-detection-and-ranging (LiDAR) data collected on roads, which will further be used to:

- Analyze relationships between crashes and road factors;
- Identify locations and characteristics of crashes using network screening;
- Select appropriate countermeasures and strategies; and
- Evaluate safety improvement projects.

The creation of the tool has begun along with all required auxiliary documentation to meet deadlines previously set by the agreement. Preliminary findings were shared with the US DOT through a peer exchange in May 2021. The project is 85% complete.

Bicycle and Pedestrian Planning

The RTC is collaborating with other partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:

- The data collection counts for active transportation modes were completed in May.
- Applications for Transportation Alternatives (TA) Set-Aside will be accepted between July 1 and October 1, 2021. The RTC administers the TA Set-Aside Program for the RTC Metropolitan Planning area. The estimated amount of TA Set-Aside funding available for Federal Fiscal Years (FFY) 2020 and 2021 is approximately \$805,000. Agencies eligible to receive TA Set-Aside funds include local governments, natural resources or public land agencies, school districts and Tribal governments. Eligible sponsors may submit one application per funding year. The TA Set-Aside guidance and application were approved by the RTC Board on July 18, 2021, and are available on the RTC website. Applicants will also be required to provide a detailed budget. Local road safety improvements are an eligible use of TA Set-Aside Funding. Other eligible uses include improvements to non-motorized mobility, historic preservation related to transportation, scenic accessibility, Safe Routes to School programs, and environmental management related to transportation activities. The deadline for submittal of applications is **4:00 pm on October 1, 2021**.
- RTC staff has a draft of the regional bike map, which is in the process of being translated into Spanish prior to printing.
- The Truckee Meadows Bicycle Alliance is considering a second bike month celebration in September. More details will be shared when they are available.
- RTC, City of Reno, City of Sparks, Washoe County, University of Nevada, Reno, and Reno Sparks Indian Colony continued conversations about bike share and e-scooters.

Vision Zero Truckee Meadows (VZTM)

- During the June task force meeting, the “Locked Eyes Saves Lives” campaign and Pedestrian Safety Zones were discussed. These two projects will be deployed in June and July. The next meeting is scheduled for August.
- Locked Eyes Save Lives hosted a kick-off press conference on Monday, June 28th.
- Pedestrian Safety Zones are being implemented in the City of Reno and a press conference was held on Tuesday, June 29th, to begin outreach and education regarding their purpose and how they work.
- Between January 1, 2021, and May 31, 2021, six pedestrians and zero bicyclists were killed in Washoe County. During this same time in 2020, there were six pedestrian and no bicycle fatalities. It is noteworthy that motorcycle fatalities have continued to decrease by 40% during this same time period; however, there have been three fatalities between January 1 – May 31, 2021, compared to five in 2020 during the same time period.
- NDOT stated that they anticipate an agreement for the bus tail campaign completed by early July.

Development Review

RTC staff routinely review development proposals from the local jurisdictions of Washoe County and the Cities of Reno and Sparks. Staff from Planning, Engineering and Public Transportation have reviewed and commented on the following number of development proposals from each of the jurisdictions since the last Board meeting:

- Washoe County – 0
- City of Reno – 9
- City of Sparks – 3

This does not include proposals that were reviewed on which staff did not have any comments.

Staff has met with the planning staff from each jurisdiction to discuss the development review process. This occurs every few years in order to communicate and confirm that the information provided to each jurisdiction is valuable. Staff from planning, public transit, and engineering participated in the collaboration meetings. Staff from TMRPA also attended the meetings.

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted the following outreach activities from June 19 – July 15:

June 15	City of Reno Ward 4 Meeting Sierra Sage Golf Course – FlexRIDE/Uber Services Overview and Lemmon Drive Project Presentations
June 21	Vision Zero Truckee Meadows Task Force Meeting
June 28-July 2	Locked Eyes Save Lives Launch Week in partnership w/ Hub Coffee Roasters
June 29	Installation of Locked Eyes Save Lives Chalk Art throughout Reno/Sparks area
July 1	RTC Technical Advisory Committee (TAC) Meeting
July 4	Star Spangled Sparks Free Transit on RAPID Lincoln Line and Route 11
July 7	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
July 8	RTC Update Presentation – Ferrari-Lund Real Estate, First Centennial, and Synergy Home Mortgage
July 15	Nevada Bike & Ped Advisory Board – Locked Eyes Save Lives Presentation

Media Relations & Social Media

The RTC issued three news releases and participated in seven media interviews on various topics, including Birding By Bus, FTA Low-No Grant Award for \$6.4M, Washoe County Fuel Tax, RTC Road Season, Stars Spangled Sparks Free Transit and Locked Eyes Save Lives, and 4th of July Holiday schedule.

Social media was used to promote and provide information on Petrilla Fire Transit Update, TMCC Free COVID Vaccine Clinic, RTC Board Meeting, Lemmon Drive Project Video and Start of Construction in July, Senator Cortez Masto and FTA Announcement of Low-No Grant Award, Locked Eyes Save Lives, Star Spangled Sparks Free Transit and RTC holiday schedule.

Social media metrics for the month of May: 46,343 impressions on Facebook, Twitter, YouTube, and Instagram.

Informational Materials and Video Production

Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included a Lemmon Drive Project update, an Kings Row Project Update and the Locked Eyes Save Lives campaign.

COORDINATION WITH PARTNER AGENCIES

Truckee Meadows Regional Planning Agency (TMRPA)

The RTC continues to have coordination meetings with staff from the TMRPA as the agencies progress with the Shared Work Program. Areas for collaboration include population and employment forecasts, and analysis of demographic and socioeconomic issues.

Nevada Department of Transportation (NDOT)

The RTC continues to have coordination meetings with staff from NDOT. Areas for collaboration include development of local public agency agreements between NDOT and RTC, maintenance of the regional travel demand model, bicycle and pedestrian improvements, transportation alternatives projects, coordination regarding funding and the State Transportation Improvement Program, One Nevada statewide plan, the I-80 and US 395 widening and improvements to the Spaghetti Bowl, and other ongoing transportation studies.

Statewide Transportation Planning

RTC meets monthly with staff from NDOT, the Federal Highway Administration (FHWA), RTC of Southern Nevada, Tahoe Regional Planning Agency, Tahoe Transportation District, and the Carson Area Metropolitan Planning Organization to discuss statewide transportation planning issues. Other topics addressed include statewide data for performance measures analysis, comments on proposed rulemaking, and reauthorization of federal transportation legislation.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 16, 2021

AGENDA ITEM 4.3

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program

The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements. A construction contract for the second phase of the project has been awarded to Spanish Springs Construction, Inc. Construction has begun and will continue through October. The second phase will improve bus stops and connectivity to 29 bus stop locations. Final design and the process of obtaining necessary easements for phases 3 and 4 is ongoing.

Center Street Multimodal Improvements Project

The project consists of constructing a two-way cycle track from Ninth Street to Moran Street in Reno. The majority of the improvements include traffic signal, pavement markings, and signage modifications. Sidewalk improvements in some locations are being incorporated. The project includes design and construction of a dedicated bicycle corridor between the University and downtown/midtown. The 30% design (preliminary design) is complete. Additional traffic analysis of the downtown road network is occurring prior to continuing forward with final design. Pending the results of the additional analysis and further coordination, an Interlocal Cooperative Agreement (ICA) with the City of Reno will be presented to the RTC Board for approval.

Mill Street Complete Street (Terminal Way to McCarran Boulevard)

The scope of this project is to design and construct various complete street improvements along Mill Street, from Terminal Way to McCarran Boulevard, as identified in the RTC Complete Streets Masterplan completed in July 2016 and the Mill/Terminal corridor study completed in March 2013. The emphasis of this project is to assess and identify improvements for pedestrians, bicyclists, transit riders, as well as motorists. Deficiencies in pedestrian access related to Charter Schools and AACT High School in the area as well as a number of ADA deficient bus stops and continuous ADA accessibility throughout the corridor will be addressed. The project is ready to bid, but an advertising date is to be determined.

CAPACITY/CONGESTION RELIEF PROJECTS

Traffic Management - ITS Phase 3

The project includes conduit and fiber optic cable at the following locations:

- Lake Street from 1st Street to 2nd Street;
- Lemmon Drive from North Virginia Street to US 395; and
- Rock Boulevard from Greg Street to Prater Way.

Also included in ITS Phase 3 is a Road Weather Information Sensor (RWIS) at Sharlands Avenue at Robb Drive. The weather sensors will detect ice on the road thereby alerting Reno Maintenance Crews that snowplow operations are required in the northwest. The project will install 20 Gridsmart Performance Packages. These are upgrades to existing Gridsmart detection systems and can detect/count pedestrian and bicycles. Titan Electrical Contracting, Inc. was awarded the construction contract on April 23, 2021. Construction is scheduled to begin July 6, 2021.

Traffic Management - ITS Phase 4

The project includes conduit and fiber optic cable at the following locations:

- Sharlands Avenue from Robb Drive to Mae Anne Avenue;
- Double R Boulevard from South Meadows Parkway to Sandhill Road;
- Geiger Grade from South Virginia Street to Veterans Parkway;
- Prater Way from Pyramid Way to Sparks City Hall traffic center;
- Feasibility studies for Dynamic Message Signs (DMS) and traveler information systems; and
- ITS Master Plan update including a 5-year future ITS project list.

Ninety percent (90%) plans are currently in development and scheduled for submittal July 2021. Kimley-Horn and Associates, Inc., has been awarded the contract for this project.

North Valleys Package 3B

Package 3B includes the addition of capacity to the right turn lane at North Virginia Street/Business 395. This project also includes improvements to two bus stop pads located within the project area, and associated access and drainage improvements. The project has advertised for construction bids and is anticipated to start construction in late summer 2021.

Sparks Boulevard Project

The project seeks to increase safety, increase roadway capacity, and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six lanes between Greg Street and Baring Boulevard. Professional engineering services are underway with Atkins North America, Inc., performing environmental studies and preliminary design. The RTC, in cooperation with the City of Sparks, Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA) has initiated an Environmental Assessment (EA) to evaluate and document the proposed project's potential impacts between the I-80 westbound ramps and Baring Boulevard.

Project phasing includes advancing capacity improvements on Sparks Boulevard between Greg Street and the I-80 westbound ramps as Phase 1 of the project to begin constructed in the second half of 2022. The timing of this project will help alleviate potential regional traffic impacts that could result from constructing the Sparks Boulevard Project simultaneously with construction of Phase 1 of the Pyramid Highway US 395 Connector Project. This phase is in design.

The remainder of the Sparks Boulevard Project, from the I-80 westbound ramps north to the Baring Boulevard intersection (Phase 2), is anticipated to be constructed in the 2024/2025 timeframe and continues to be analyzed as part of the NEPA process. Preliminary design efforts on this are underway to capture impact limits associated with the EA analysis.

A preferred alternative for the corridor can be viewed at: SparksBLVDproject.com.

Traffic Signal Timing 6 Project

Following a three-year cycle schedule, the project includes review and timing optimization of approximately one-third of the signals in the region each year. For 2020, this begins a new cycle where signals that were retimed in 2016 will be reevaluated and retimed to address the changes to traffic demand. For 2020, approximately ninety-five intersections will have revised timing implemented. Timing plans are developed in coordination with the local entities and the University of Nevada, Reno. In the process, re-evaluation of the other settings such as vehicle passage times are calculated at each intersection to make sure they meet current standards.

Progress through June 2021:

- N. Virginia Street BRT Project – Traffic Signal Priority (TSP) signal timing – Completed
- S. McCarran Boulevard (22 Signals) – Mill Street to Cashill Boulevard – New timing under development.
- W. McCarran Boulevard (12 Signals) – W. Plumb Lane to Kings Row – Estimated completion Late August 2021

Traffic Engineering (TE) Spot 10 – Fuel Tax Project

The TE Spot 10 Fuel Tax project will install a new traffic signal at Veterans Parkway and Long Meadow Drive, signal modifications at Victorian Avenue and 16th Street, and eight new Rectangular Rapid Flashing Beacon (RRFB) enhanced pedestrian crossings region-wide. Construction bids for the project opened on June 8, 2021, and the project was awarded to PAR Electrical Contractors, Inc. Construction on the project will begin in July 2021.

Traffic Engineering (TE) Spot 10 - South Project

The project is currently in the 60% design phase and includes:

- A new roundabout at the intersection of 4th Street and Woodland Avenue;
- Geometric improvements at the nearby intersection of 4th Street and Mesa Park Road; and a
- Left turn bay extension for the southbound left turn lane at South Virginia Street and Kietzke Lane.

60% design plans are currently under review at the local entities.

Traffic Engineering (TE) Spot 10 - North Project

The project is currently in the preconstruction stages. The following intersection will be improved with this project:

- Traffic Signal improvements at the intersection of El Rancho Drive/Victorian Avenue.

Construction bids opened on March 5, 2021. The construction contract was awarded to Sierra Nevada Construction, Inc., (SNC). Construction is anticipated to begin in August 2021.

Traffic Engineering (TE) Spot 11 – Package 2 Project

The project is currently in the preliminary design phase and includes:

- A new traffic signal at the intersection of Golden Valley Road and Beckwourth Drive;
- A new traffic signal at the intersection of Mill Street and Telegraph Street; and
- A new traffic signal warrant analysis and potential traffic signal at the intersection of South Meadows Parkway and Wilbur May Parkway.

The traffic signal at Golden Valley Road and Beckwourth Drive is on an accelerated schedule to complete construction prior to September 2022. The other two traffic signals will be constructed in spring 2023.

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges

The Arlington Avenue Bridges Project began with a feasibility study to analyze possible replacement bridge types and aesthetic themes, document design and environmental criteria, improve safety and multi-modal access in the Wingfield Park area, and review flood-capacity requirements. The crossing of the Truckee River at Arlington Avenue has served the community of Reno and provided access to Wingfield Park for nearly a century. The bridges were built in the 1930's and while structurally safe to drive over, they are showing signs of wear resulting from the variety of modifications over the years, their age and the repeated exposure to flood events. Results from the March 2021 (virtual) final public information meeting have been compiled and are posted on the RTC website. The survey results confirm moving forward with the final recommendation of the single pier bridge type. NDOT, FHWA and the City of Reno have completed review and concur with the final recommendations. The feasibility study is finalized, a Local Public Agency agreement with NDOT has been executed and federal funding for the project has been allocated. The team continues to work on providing materials for federal funding opportunities. A Request for Proposals for consulting services for the NEPA/Design phase of the project will be advertised this summer. Construction of the bridges is anticipated to begin in 2025.

Lemmon Drive Project

The project includes widening Lemmon Drive, from US 395 to Military Road, from four lanes to six lanes and reconstructing the US 395/Lemmon Drive interchange (Segment 1) and improving Lemmon Drive from Fleetwood Drive to Ramsey Way (Segment 2). Construction bids for the Segment 1 and Interchange improvements were opened on April 29, 2021. The project was awarded to the low bidder, Q&D Construction LLC. Construction is anticipated to begin in July 2021.

The project team continues the Level 2 screening process of the top three alternatives for the Segment 2 Phase of the project. The top three alternatives, screened and agreed upon by the Technical Advisory Committee (TAC), were presented to the RTC Board at the August 20, 2020, meeting. The Level 2 screening process includes a qualitative evaluation of the three remaining alternatives. Results of that screening process and recommendations of a preferred alternative are anticipated to be complete later this year.

Oddie Boulevard/Wells Avenue Improvement Project

Granite Construction Company, Inc. has started construction activities of Phase 1: from Pyramid Way to Sullivan Lane in Sparks. Completion of this phase is expected by early next year. Subsequent phases will follow construction that will extend for approximately three construction seasons with completion in early 2024. Additional project information may be viewed at: <http://oddiewellsproject.com/>, including the latest virtual project update with a detailed construction schedule.

Pyramid Highway and US 395 Connection

NDOT continues to work on the design that consists of increased roadway capacity and multimodal improvements on Pyramid Highway from Queen Way to Golden View Drive. Design of this phase is anticipated to be complete in August 2022. The estimated overall Phase 1 cost is \$54.1 million. Working with FHWA, the RTC transferred the \$23 million BUILD Grant that it received from the USDOT to NDOT for construction of Phase 1 which is anticipated to begin in 2023 and take approximately eighteen months to complete.

Sun Valley Boulevard Corridor Improvement Project

Construction activities have been completed. Improvements include added capacity and safety at the 7th Avenue intersection and traffic signal upgrades. The project also includes two illuminated crosswalks with flashers at Quartz Lane and Middle Fork Lane, ADA ramps, sidewalk, and bus stops to serve the extension of RTC RIDE Route 5. Pavement was reconstructed and striped to add bicycle lanes. Additional information may be viewed at: <http://SunValleyBlvd.org>.

Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River. RTC is working to acquire easements necessary for the pathway. This project was included in the fiscal year (FY) 2017 Program of Projects.

The project to be constructed by NDOT through the agreement approved for Spaghetti Bowl Xpress (SBX) after RTC completes the required property acquisitions and easements. The 408 permit required by United States Army Corp of Engineers (USACE) has been recently approved.

Virginia Street RAPID Extension

Revenue service for the Virginia Street Bus RAPID Transit Extension to UNR commenced on March 6, 2021. Contract close out activities are being finalized. Additional information may be viewed at: <http://virginiastreetproject.com/>.

PAVEMENT PRESERVATION PROJECTS

2021 Preventive Maintenance (Various Locations)

The 2021 Preventive Maintenance project consists of patching, crack sealing and slurry seal activities on approximately 200 lane miles of roadway. Lumos and Associates, Inc., is currently working on the scope for this year's program. Candidate roadways and striping plans have been submitted to the local agencies for review and prioritization. Bids were opened on April 22, 2021, and the project has been awarded to Sierra Nevada Construction, Inc., (SNC). Work is underway with crack sealing and patching activities.

Golden Valley Road Rehab Project

The project includes rehabilitation and reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street. The RTC and Union Pacific Railroad (UPRR) have entered into an agreement for railroad crossing improvements. The improvements were complete at the end of May. The construction contract was awarded to the low bidder, West Coast Paving, Inc. Construction on the project will begin in July and be complete in September 2021.

Kings Row Rehab Project – Phase 1

The project includes rehabilitation/reconstruction of Kings Row from Keystone Avenue to Wyoming Avenue. Lumos and Associates, Inc., is the consultant for design and engineering during construction services. The low bid contractor is Sierra Nevada Construction, Inc. Construction is underway currently and expected to be complete in this fall.

Kings Row Rehab Project – Phase 2

The project includes rehabilitation/reconstruction of Kings Row from Wyoming Avenue to McCarran Boulevard. Lumos and Associates, Inc., has completed preliminary design and field investigation related work and is commencing with final design for this project. Construction is expected to begin in the spring/summer of 2022.

Newport Lane Rehab Project

The project includes rehabilitation/reconstruction of Newport Lane from Link Lane to McDaniel Street. CA Group, Inc., is the consultant for design and engineering during construction services. The low bid contractor is Sierra Nevada Construction, Inc. Construction is anticipated to begin in August 2021 and take eight weeks to complete.

Peckham Lane Rehab Project

The project includes rehabilitation/reconstruction of Peckham Lane from South Virginia Street to Baker Lane. The project also includes driveway, sidewalk, and curb ramp improvements. Traffic signal improvements at the intersection of Peckham Lane and Baker Lane are planned, in addition to providing fiber optic interconnectivity between South Virginia Street and Baker Lane. Preliminary design is underway. Construction is anticipated to begin late spring/early summer of 2022.

Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street

The project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive, from Memory Lane to California Avenue, California Avenue, from Hunter Lake Drive to Booth Street, and First Street, from Sierra Center to Virginia Street. Nichols Consulting Engineers (NCE) is working on incorporating agency/public comments, design and grading of improvements. Utility coordination is complete and property acquisitions are ongoing. 100% design submittal is scheduled for July 2021. Utility adjustments and relocations by NV Energy on California Avenue are complete. Truckee Meadows Water Authority work will begin later this year. The project will be advertised for construction bids later this year.

Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive

The project includes rehabilitation/reconstruction of the following street segments: Sky Valley Drive, from Summit Ridge Drive to the Highland Ditch, and Sky Mountain Drive, from the Highland Ditch to Summit Ridge Drive. Eastern Sierra Engineering (ESE) has completed preliminary design and field investigation related work and is commencing with final design for this project. Construction is anticipated to begin spring 2022.

Sky Vista Parkway Rehabilitation Project

The project includes rehabilitation/widening of Sky Vista Parkway from just east of Vista Knolls Parkway to Silver Lake Road. Atkins Engineering, SNA-Lavalin (Atkins) is the consultant for design and engineering during construction services. Final design is scheduled to be completed in fall 2021. The right-of-way process has begun for temporary and permanent easements along with utility coordination efforts. Final design and right-of-way activities will continue for the remainder of the year. Advertisement for bids will follow right-of-way acquisition in March 2022.

Sparks Consolidated 21-01 – Packer Way and Wild Island Court Project

The project includes rehabilitation/reconstruction of Packer Way from Glendale Avenue to the Cul de Sac and Wild Island Court, from Lincoln Way to the Cul de Sac in the city of Sparks. Wood Rodgers Inc., is the consultant for design and engineering during construction services. The construction contract was awarded to Granite Construction, Inc. Work on Wild Island Court is complete. Work on Packer Way is substantially complete.

OTHER PROJECTS

Peppermill BRT Station Project

This project includes upgrading the existing Bus Rapid Transit (BRT) station at the northbound Peppermill station to a full size station with level boarding and real time arrival information. A National Environmental Protection Act (NEPA) was previously performed for this project, which received a categorical exclusion from the Federal Transit Administration. This location is one of the busiest bus stops in RTC's inventory. The RTC Board previously approved the solicitation of request for proposals for a consultant to provide design and construction support services. RTC is currently evaluating and negotiating with the highest ranked firm.

4TH STREET STATION Expansion Project

This project includes the expansion of 4th STREET STATION to the south. Preliminary concepts for this expansion include an additional bus lane with electric vehicle charging infrastructure and an area for staff parking. This project is in the preliminary feasibility stages. A request for proposals for a consultant will be underway this summer and into the fall to procure preliminary design and National Environmental Protection Act (NEPA) related services. These services may include final design and construction support services.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Reno Consolidated 20-01	Cao-Truong Family Trust	\$2,380	\$0
Reno Consolidated 20-01	La Cresta on California	\$5,528	\$0
Reno Consolidated 20-01	Roberto & Soledad Ignacio	\$3,995	\$0

CONTRACTS UP TO \$100,000

Johnson Perkins Griffin, LLC, in the not-to-exceed amount of \$42,000 for the appraisal of 12 parcels associated with the Sky Vista Widening Rehabilitation Project.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 16, 2021

AGENDA ITEM 4.4

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Activity Report.

BACKGROUND AND DISCUSSION

Highlights

RTC to Receive Low No Emissions Program Funding – The Regional Transportation Commission of Washoe County will receive \$6,488,000 in funds from the Federal Transit Administration (FTA) to purchase hydrogen fuel cell-electric buses and construct a hydrogen fueling facility to improve service reliability and air quality for residents in the Reno-Sparks metropolitan area. The project also supports RTC's efforts to transition its aging diesel bus fleet to zero emission vehicles to reduce energy consumption and greenhouse gas emissions in an area where ozone levels currently exceed air quality targets.

RTC Washoe-Uber Rides Pilot Program Update – On August 2020, the Regional Transportation Commission (RTC) entered into an agreement with Uber for a one-year pilot program to provide Reno-Sparks rider's greater flexibility and more options for their transportation needs. The RTC Washoe-Uber Rides pilot transportation program was modeled after the existing RTC Washoe Senior Ride program but instead of taxis, RTC partnered with Uber. Through this program, RTC subsidizes 75% of the fare (up to \$9) for trips on Uber that start and end in the Reno-Sparks area. Given the pilot program was launched during the pandemic, registering individuals to sign-up and join the program proved to be challenging. As of June 2021, 39 individuals have enrolled in the pilot program and approximately 288 trips have been made. This is an average of 7 trips per rider. Beginning July 1, 2021, the pilot program will be transitioning into a regular program, as RTC entered into an agreement with Uber for three years.

RTC RIDE Key Highlights –

- On June 16, 2021, a fire causing 580 & 395 to close, affected the Regional Connector service. Keolis was able to salvage service and transport passengers safely to and from Carson City with minimal delay and impact via an alternate route.
- Hired a new Manager On Duty (MOD) and two new dispatchers and a road supervisors.
- The shop technicians completed BAE Systems training on the New Flyer hybrid buses.

- Keolis celebrated Safety Week June 14th-18th. The Theme of the week was BE PRESENT. BE FOCUSED. BE SAFE. Physical and psychological safety play an important role in our relationships with our Keolis team members and with our ability to bring our safest, most productive, best selves to work every day. During safety week the Keolis staff were able to enjoy the following activities:
 - Games including a Safety Word Search and a Scavenger Hunt for prizes, drinks and sweet treats were provided daily with safety messages attached.
 - Lessons learned on how to Develop a Safety Culture:
 - Defensive Driving Awareness (Flyers passed out/safety messages broadcast to all drivers); prevention of on the job injuries, including proper bending at the knees; security of facility and vehicles; know who belongs on the bus and property and who does not; vehicle safety overview before repair and before leaving the repair shop
 - The week wrapped up with ice cream and a random drawing for two grand prizes for the Safety Word Search entries.
- In honor of our Keolis Mothers and Fathers, Keolis hosted an employee luncheon for “Parent’s Day” where pizza and a variety of drinks and desserts were shared with all of our Keolis parents and staff at both the Villanova and 4th Street Station locations.



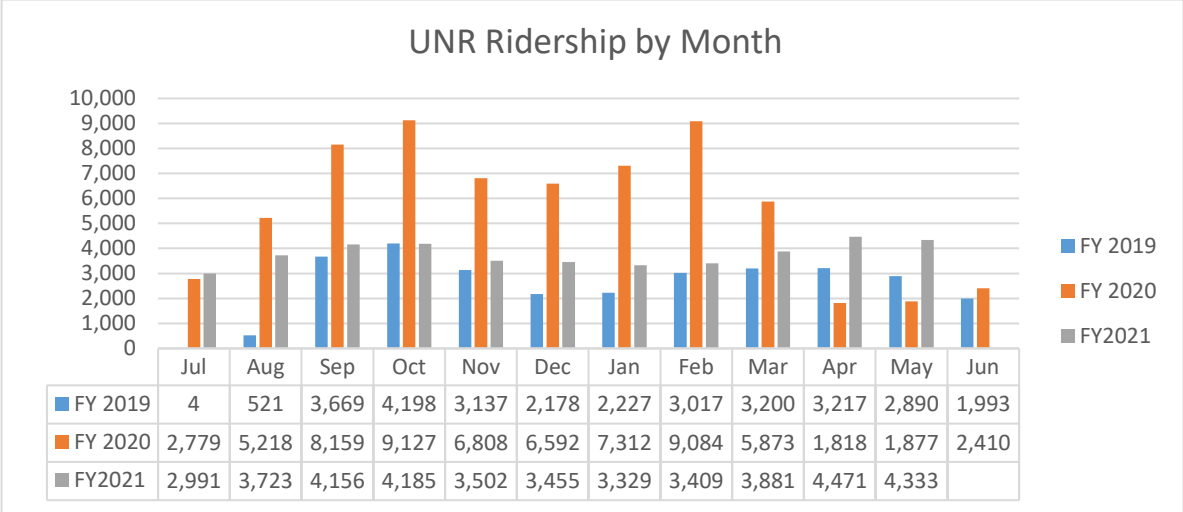
RTC ACCESS Key Highlights -

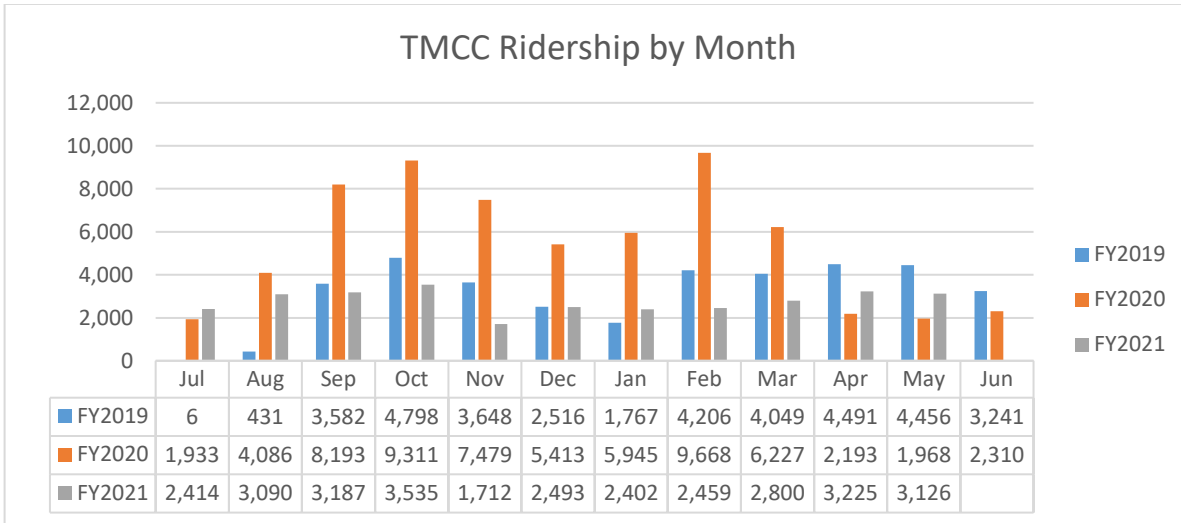
- Achieved 129 days – Accident Free
- RTC FlexRIDE Incline/Tahoe demonstration service has been doing great.
 - The service has had a lot of positive feedback.
 - As of June 23, 75 boardings were completed.
- Token Transit validators were installed on all RTC ACCESS vehicles.
- MTM is hiring, and offering a \$1,000 sign on bonus (\$500 paid after 45 days and another \$500 paid upon 90 days for new employees.)
- Existing employees are eligible to receive \$500 for referring new employees who make it to their 90 days.
- With the social distancing requirements lifted, MTM was able to conduct Safety training in its courtyard. June training focused on:
 - Blood borne Pathogens
 - Treat all blood and bodily fluids as if they are contaminated
 - Use proper PPE
 - Properly clean up and decontaminate
 - Dispose of all contaminated material in the proper manner



TRANSIT DEMAND MANAGEMENT (TDM) Update

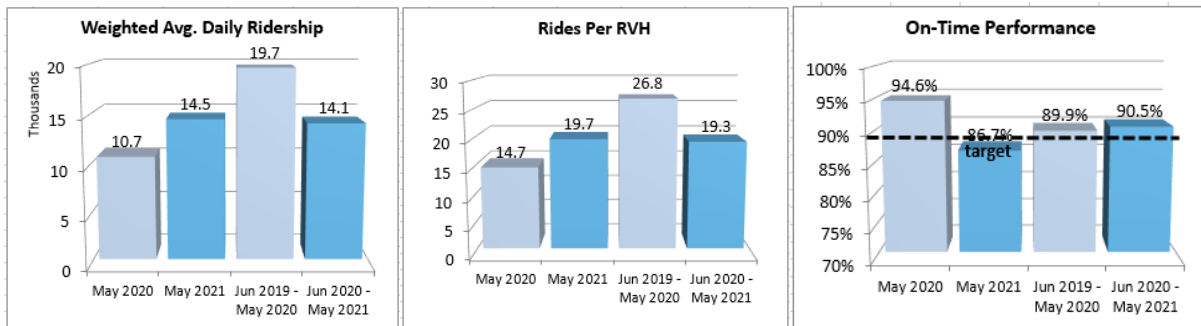
- Vanpools increased to 265 from 255 with over 190 of those serving the Tahoe-Reno Industrial Center (TRIC). Vans are still running to the Army depot, the prisons and Air National Guard. Tesla continues operations with Covid-19 precautions. We are working with several companies who could join the vanpool program this summer or fall.
- On June 7, staff met with the Sustainability team at UNR to discuss the ED Pass Program. UNR staff presented great ideas as to how to market the pass to their students and will be working with RTC’s Public Relations division on advertising for the university. Working with the university, staff will be back on campus for the fall semester hosting a table at least once per week.
- Staff met with *Keep Truckee Meadows Beautiful* on June 18, and set them up with their own Smart Trips program.
- May was both Bike month and RTC’s Commuter Challenge month. Smart Trips tracked all trips and provided both groups the air quality benefits and costs savings. Bike month reduced 6,825 pounds of greenhouse gases.
- Staff continues to work with developers to include bus pass subsidy programs in redeveloped apartment complexes in Reno. Staff is also putting together packets of transportation options that are site specific for new developments that the development sales offices will provide to new home buyers.
- Ridership numbers from the ED Pass Program through May 2021:



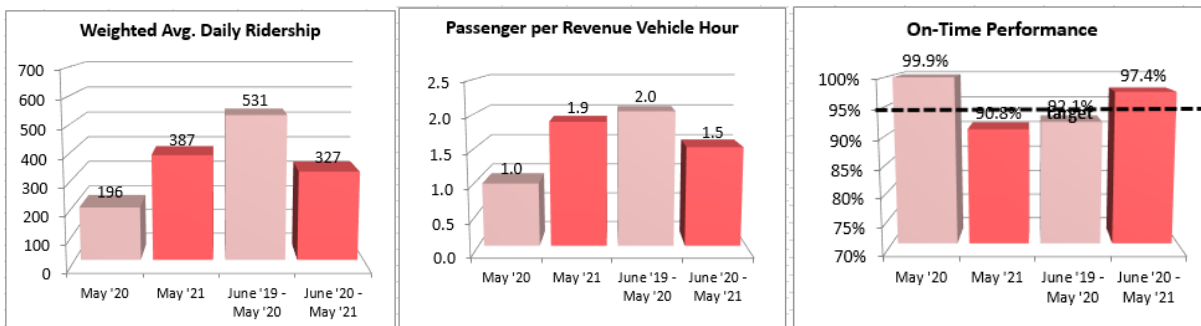


MAY 2021 TRANSIT PERFORMANCE

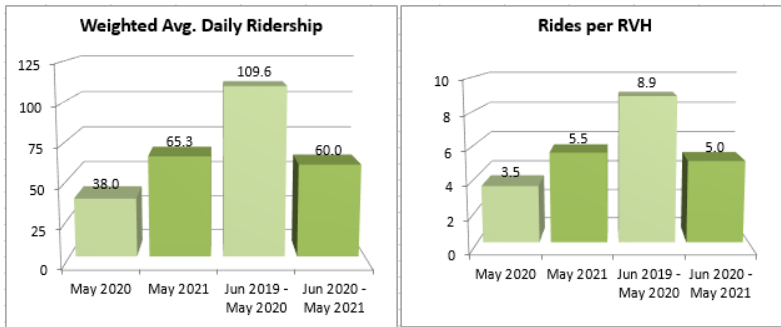
RTC RIDE



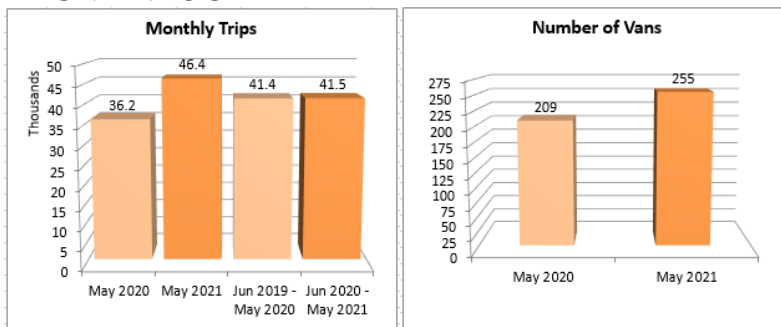
RTC ACCESS



TART



RTC VANPOOL



ATTACHMENTS

- A. RTC RIDE Performance Statistics Table
- B. RTC ACCESS Performance Statistics Table
- C. TART Performance Statistics Table
- D. RTC RIDE Fiscal Year Comparison Charts
- E. RTC ACCESS Fiscal Year Comparison Charts
- F. TART Fiscal Year Comparison Charts
- G. RTC Vanpool Fiscal Year Comparison Charts

RTC RIDE Performance Statistics¹

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	May 2021	Percent Change	May 2020	Jun 2020 - May 2021	Percent Change	Jun 2019 - May 2020
Monthly Ridership	436,824	35.8%	321,755	5,114,314	-28.0%	7,099,608
Weighted Avg. Daily Ridership	14,528	35.7%	10,707	14,111	-28.2%	19,657
Revenue Vehicle Hours (RVH)	22,134	1.2%	21,863	265,516	0.3%	264,694
Rides Per RVH	19.7	34.1%	14.7	19.3	-28.2%	26.8
Revenue Vehicle Miles (RVM)	238,157	0.8%	236,230	2,840,381	-2.9%	2,925,695
Complaints Per 25,000 Rides	5.09	152.1%	2.02	4.13	11.7%	3.69
On-Time Performance ²	86.7%	-8.4%	94.6%	90.5%	0.7%	89.9%

Performance Indicator	Apr 2021	Percent Change	Apr 2020	May 2020 - Apr 2021	Percent Change	May 2019 - Apr 2020
Revenue	\$253,569	59.1%	\$159,331	\$2,789,571	-36.7%	\$4,409,902
Farebox Recovery Ratio	9.6%	56.2%	6.1%	8.6%	-36.6%	13.6%
Subsidy per Ride	\$5.60	-29.5%	\$7.94	\$5.93	57.5%	\$3.76

¹ RTC Transit includes RTC RIDE, RTC RAPID, RTC REGIONAL CONNECTOR, and UNR Midtown Direct

² Percent of trips zero min. early and five minutes or less late

RTC ACCESS Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	May '21	Percent Change	May '20	June '20 - May '21	Percent Change	June '19 - May '20
Monthly Ridership	11,368	97.2%	5,764	116,742	-38.1%	188,581
Weighted Avg. Daily Ridership	387	97.4%	196	327	-38.4%	531
Revenue Vehicle Hours	6,041	0.5%	6,013	77,544	-16.2%	92,579
Passenger per Revenue Vehicle Hour (does not include taxi data)	1.88	96.3%	0.96	1.51	-26.1%	2.04
Revenue Vehicle Miles (RVM)	93,115	85.7%	50,151	984,616	-31.8%	1,443,359
Complaints per 1,000 Rides	0.44	-36.6%	0.69	0.64	17.6%	0.55
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	0.0%	0	0	0.0%	0
Accidents per 100,000 Miles	0.00	-100.0%	1.99	0.35	-56.1%	0.80
On-Time Performance (does not include taxi data)	90.8%	-9.1%	99.9%	97.4%	5.8%	92.1%
Taxi On-Time Performance	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Performance Indicator	Mar '21	Percent Change	Mar '20	July '20 - Mar '21	Percent Change	Mar '20 - July '19
Revenue*	\$111,756	2.0%	\$109,613	\$928,223	-32.8%	\$1,380,910
Farebox Recovery Ratio*	14.85%	-6.60%	15.90%	13.96%	-32.88%	20.80%
Subsidy per Passenger*	\$47.42	18.6%	\$40.00	\$55.57	123.5%	\$24.86

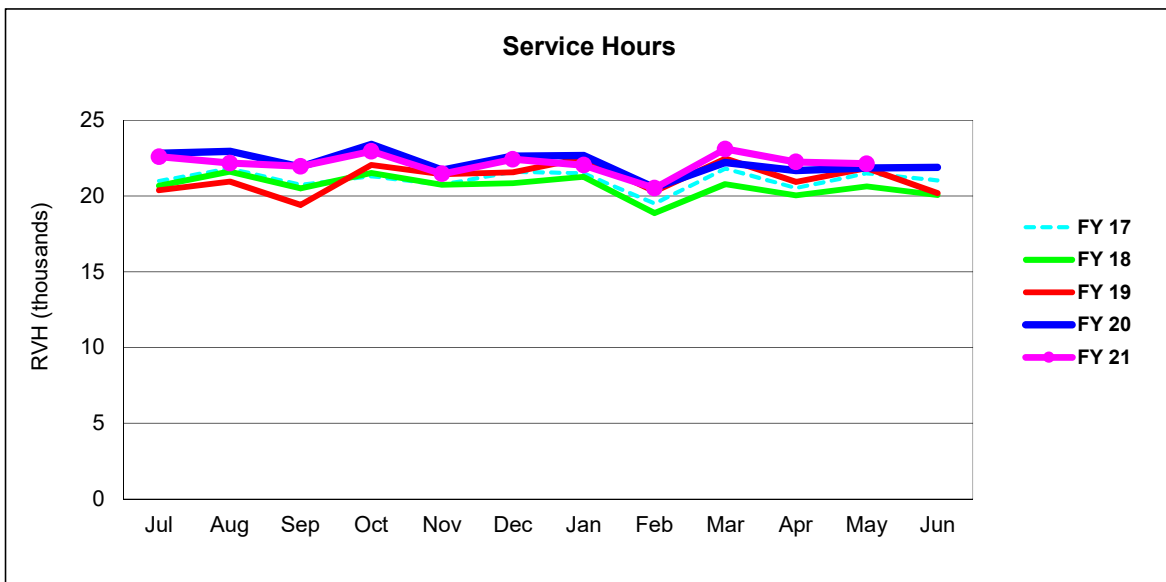
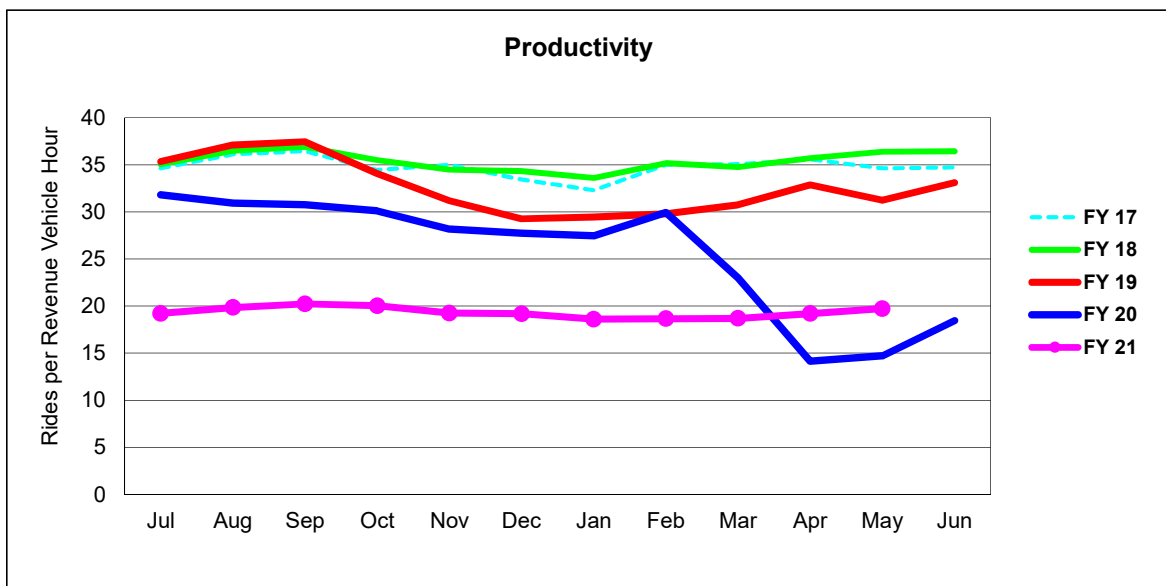
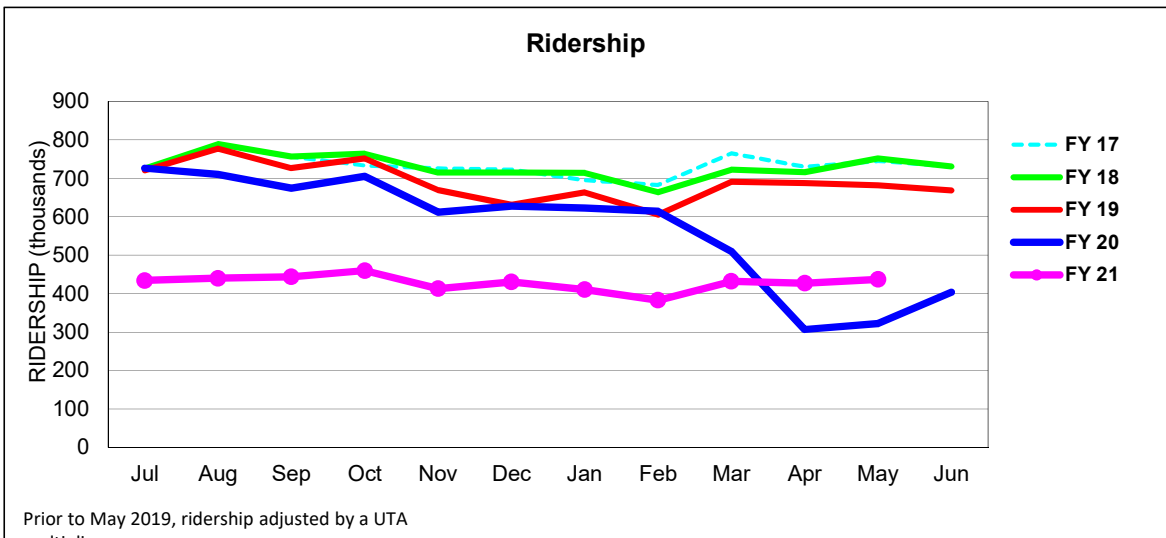
*March 2021 data is the latest available.

TART Performance Statistics

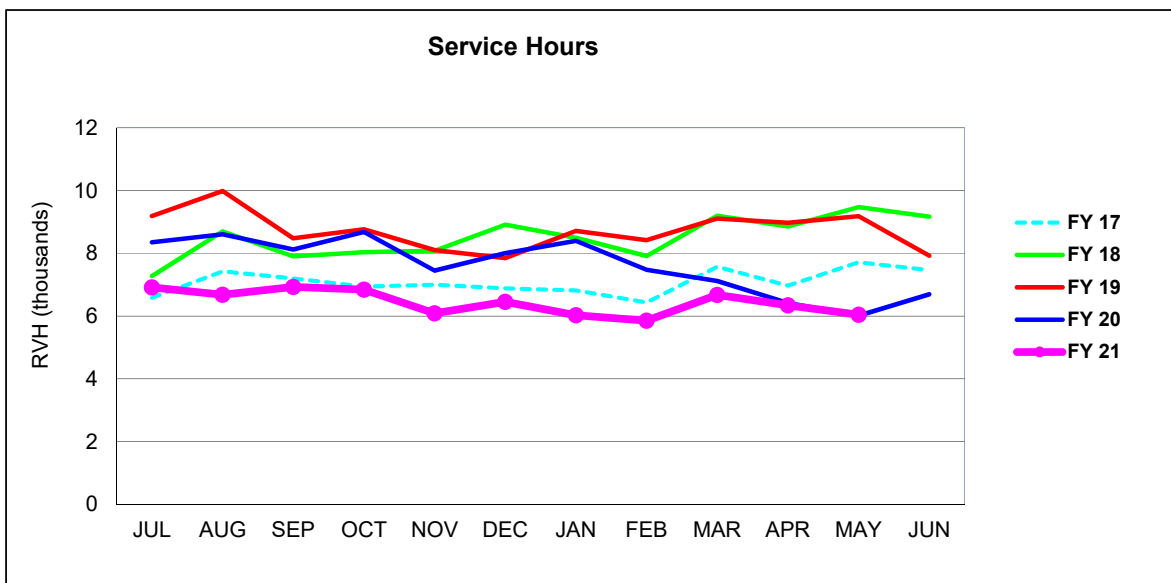
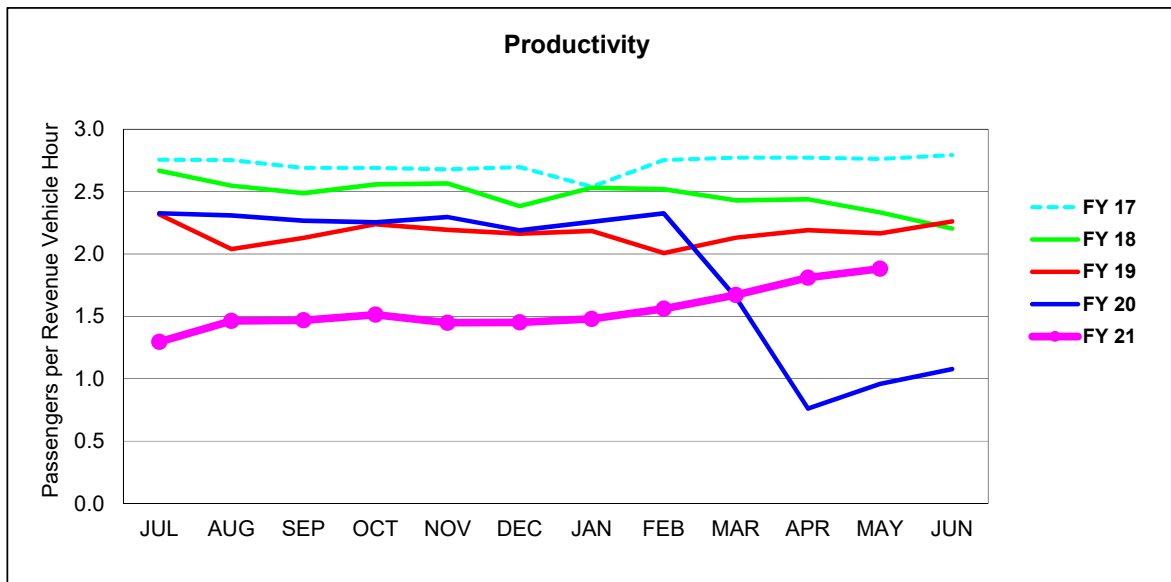
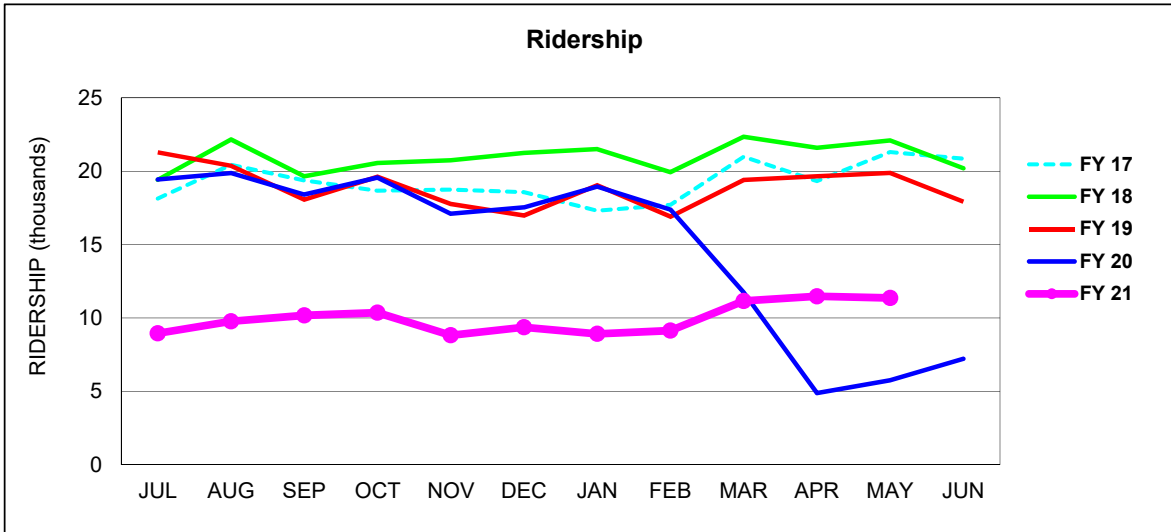
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	May 2021	Percent Change	May 2020	Jun 2020 - May 2021	Percent Change	Jun 2019 - May 2020
Monthly Ridership	2,009	76.7%	1,137	21,580	-45.5%	39,611
Weighted Avg. Daily Ridership	65.3	71.6%	38.0	60.0	-45.3%	109.6
Revenue Vehicle Hours (RVH)	364	11.7%	326	4,297	-3.5%	4,452
Rides per RVH	5.5	58.2%	3.5	5.0	-43.6%	8.9
Revenue Vehicle Miles (RVM)	7,968	8.4%	7,347	85,452	-2.0%	87,201
Revenue*	\$0	N/A	\$0	\$0	-100.0%	\$21,527
Farebox Recovery Ratio*	0.0%	N/A	0.0%	0.0%	-100.0%	4.0%
Subsidy per Ride	\$22.85	-34.9%	\$35.10	\$25.09	89.9%	\$13.21

* - Effective December 12, 2019 TART started providing free rides for a two-year trial period.

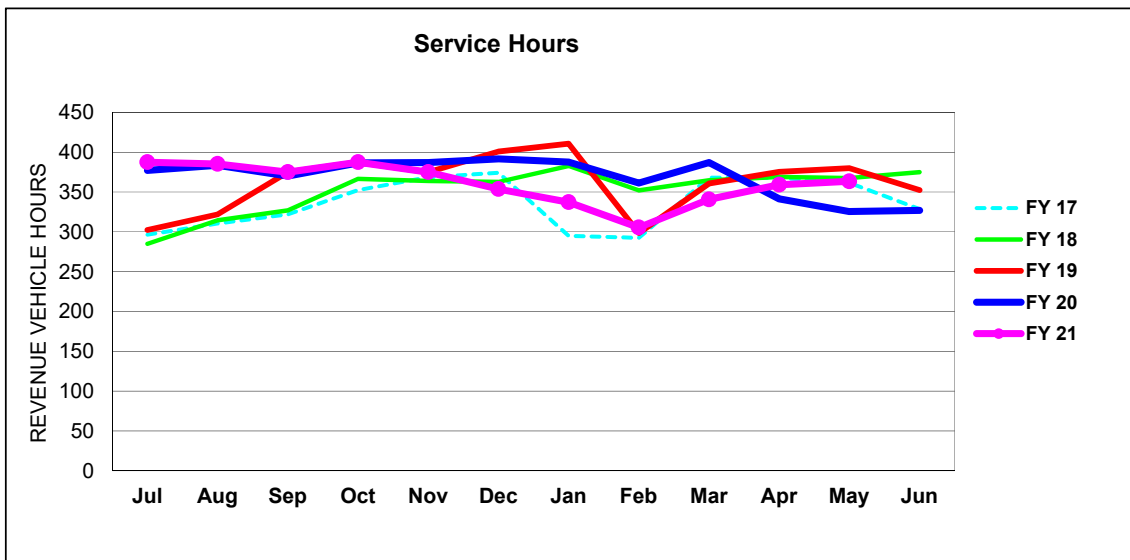
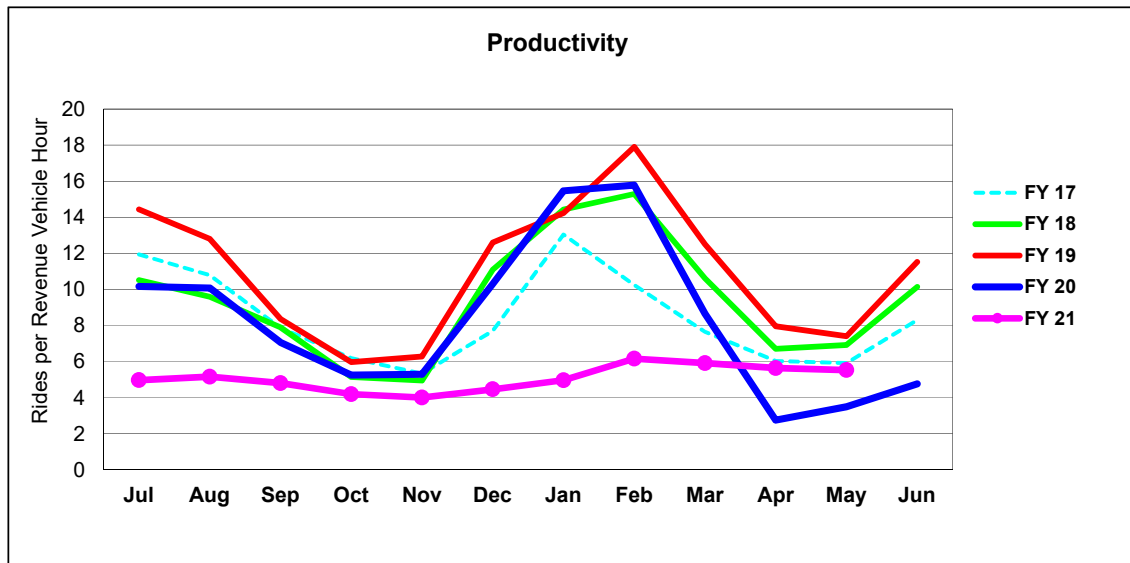
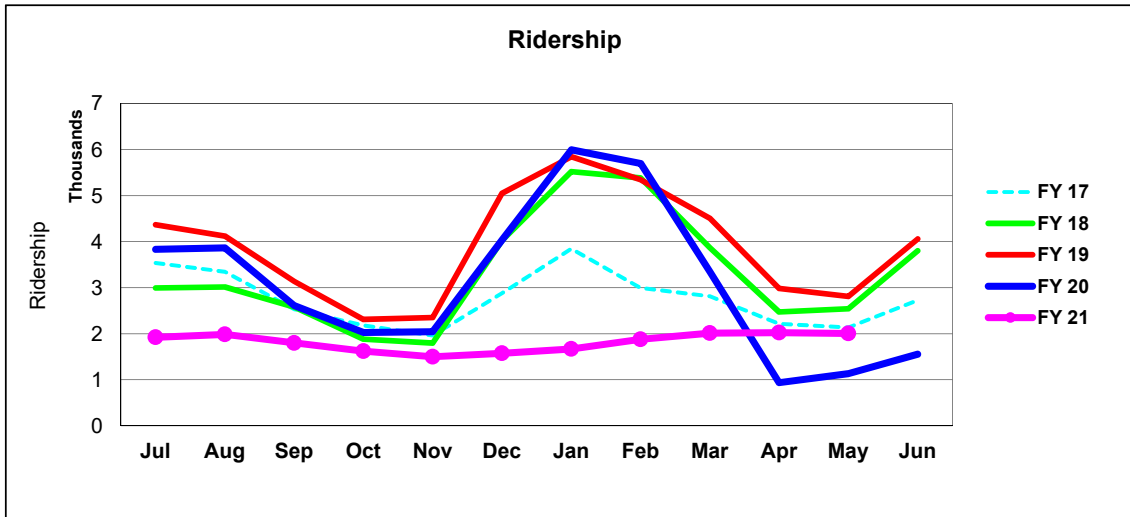
RTC RIDE Fiscal Year Comparisons



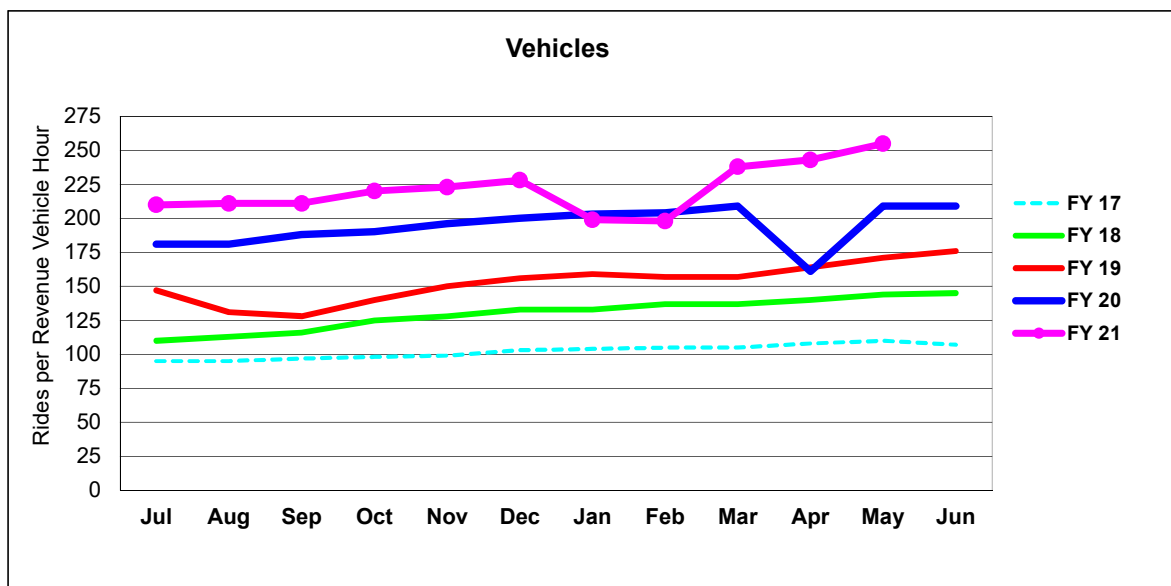
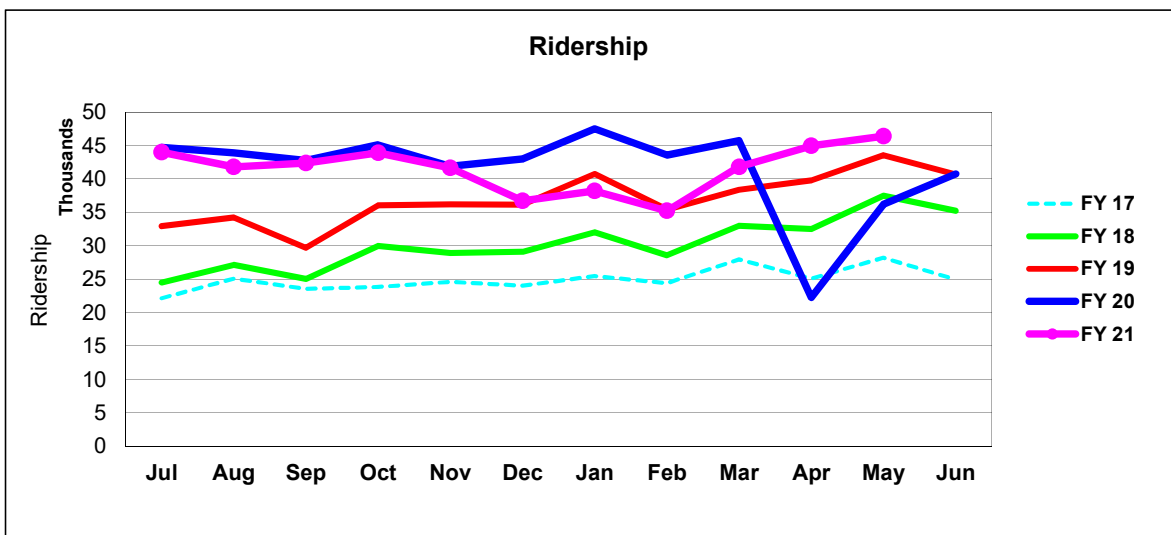
RTC ACCESS Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons



RTC Vanpool Fiscal Year Comparisons





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 16, 2021

AGENDA ITEM 4.5

Through: Stephanie Haddock, Finance Director/CFO

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
North Valleys Improvements – Package 3B	7/8/2021

Request for Proposals (RFP)

There were no Request for Proposals.

REPORT ON INVITATION FOR BID (IFB) 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.

Project	Contractor	Award Date	Contract Amount
TE Spot 10 Intersection Improvements – Fuel Tax	Par Electrical Contractors Inc.	6/10/2021	\$1,651,407
Newport Lane Rehabilitation	Sierra Nevada Construction Inc.	6/28/2021	\$1,294,007

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

Per RTC’s Management Policy P-13 Executive Director has authority to approve contracts greater than \$25,000 and less than (or equal to) \$100,000.

There were no Professional Services/Consulting agreements.

CHANGE ORDERS AND CONTRACT AMENDMENTS WITHIN EXECUTIVE DIRECTOR’S RTC’S P-13 PURCHASING POLICY AUTHORITY

Project	Contractor	Approval Date	Change Order Number	Change Order Amount	Revised Total Contract Amount
CP/Proterra Charger Installation	EV Infrastructure	7/1/2021	2,3,4	\$7,032	\$437,500



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 16, 2021

AGENDA ITEM 4.6

From: Amy Cummings, AICP/LEED AP
Director of Planning, Deputy Executive Director

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

Through: Bill Thomas, AICP
Executive Director

RECOMMENDED ACTION

Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees.

BACKGROUND AND DISCUSSION

The RTC has three advisory committees that provide input on a wide range of policy and planning issues as well as key planning documents and the RTC Budget. The committees include:

- The Citizens Multimodal Advisory Committee (CMAC), which includes three individuals who use RTC RIDE, two individuals who use RTC ACCESS, five individuals who represent bicyclists/pedestrians, and five individuals who represent general multimodal transportation. The RTC Board approves appointments to this advisory committee.
- The Technical Advisory Committee (TAC), which includes local public works directors, community development directors, and staff from other key agencies.
- The Regional Road Impact Fee Technical Advisory Committee (RRIF TAC), which was created to oversee and advise the local governments regarding land use classification assumptions and the Capital Improvements Plan (CIP) used in the impact fee program. The RRIF TAC consists of three representatives from each local entity, two RTC representatives and four private sector members who are appointed by the RTC Board.

The agenda and minutes of each advisory committee are provided to the RTC Board.

This staff report summarizes comments along with any action taken by the RTC advisory committees.

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on July 7, 2021, and elected a Chair and Vice-Chair for fiscal year 2022. The CMAC also received a report regarding the proposed August and September RTC RIDE service changes as well as the RTC Transportation Alternatives (TA) Set-Aside Program call for projects.

Technical Advisory Committee (TAC)

The TAC met on July 1, 2021, and elected officers for the 2022 fiscal year. The TAC also received a report regarding the proposed August and September RTC RIDE service changes as well as the RTC TA Set-Aside Program call for projects.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in June or July to date.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 16, 2021

AGENDA ITEM 4.7

From: Brian Stewart, Director of Engineering

RECOMMENDED ACTION

Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, Sparks Family Hospital, Inc. and the City of Reno for the dedication of offset-eligible improvements for the modification of the Longley Lane / Barron Way intersection.

BACKGROUND AND DISCUSSION

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 \$410,000 in RRIF waivers being issued to Sparks Family Hospital, 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 BOARD ACTION

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

ATTACHMENT(S)

- A. Offset Agreement #533001

**Longley Lane / Barron Way
Intersection Modifications**

**OFFSET AGREEMENT
Offset Agreement #533001**

BETWEEN

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

And

**CITY OF RENO
a Municipal Corporation**

And

Sparks Family Hospital, Inc. – Subsidiary of Universal Health Services, Inc. (UHS)

Developer of Record

For

Northern Nevada Sierra Medical Center

Development of Record

South Service Area

TABLE OF CONTENTS

1. General..... 1

 1.1 Ordinance, Manual and CIP..... 1

 1.2 Basis for this Offset Agreement..... 1

 1.3 Effective Date of Offset Agreement 1

 1.4 Eligibility of Improvements..... 1

2. The Development of Record And Offered Improvements..... 1

 2.1 Description of the Development of Record 1

 2.2 Offered Improvements..... 2

 2.2.1 Description of Offered Improvements..... 2

 2.2.2 Completion and Acceptance of Offered Improvements 2

 2.2.3 Design and Construction Standards 2

 2.2.4 Quality Assurance/Quality Control (QA/QC)..... 2

 2.2.5 Warranty 2

3. RRIF Waivers 3

 3.1 The Developer of Record and Development of Record..... 3

 3.2 RRIF Waivers are Personal Assets of The Developer of Record 3

 3.3 Calculation of RRIF Waivers..... 3

 3.4 RRIF Waiver Usage and Transferability 3

 3.5 Interim RRIF Waivers..... 3

 3.6 Final RRIF Waiver Determination..... 3

 3.7 Expiration of RRIF Waivers 4

4. Miscellaneous 4

 4.1 Governing Law: Venue..... 4

 4.2 Entirety and Amendments..... 4

 4.3 Invalid Provisions 4

 4.4 Parties Bound and Assignment..... 4

 4.5 Further Acts 4

 4.6 Headings 4

 4.7 Notice..... 4

 4.8 Receipt Defined 5

 4.9 Due Authorization..... 6

 4.10 Indemnification..... 6

 4.11 Termination of Offset Agreement..... 6

 4.12 Future Development Approvals..... 6

SIGNATURE PAGE 7

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 Applications/Submittals
- 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

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 RENO, a municipal corporation, (hereinafter designated “Local Government”); and SPARKS FAMILY HOSPITAL, 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 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 known as Northern Nevada Medical Center. The Developer of Record owns or is the agent for the record owners of the entire Development. 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 the installation of a new traffic signal at the Longley Lane / Barron Way intersection including ADA ramp improvements, signage, and striping improvements. 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 six (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 117.00 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 3.5. 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 Schedule 1. 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 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 "G". 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 developer or developers, 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: Dale Keller, P.E.
1105 Terminal Way, Suite 108
Reno, Nevada 89502
Telephone: (775) 348-1827
Facsimile: (775) 348-0170

**THE CITY OF RENO
Community Development**
Attn: Michael Mischel, P.E.
1 E. First Street

P.O. Box 1900
Reno, NV 89505
Telephone: (775) 326-6607
Facsimile: (775) 334-2382

Developer of Record

Attn: Cheryl Ramagano
367 South Gulph Road
King of Prussia, PA 19406
Telephone: (610) 768-3300

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.

SAMPLE

In Witness Whereof, the parties have executed this Offset Agreement on the ____ day of _____, 20____.

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

By: _____
Neoma Jardon, Chair

STATE OF NEVADA

COUNTY OF WASHOE

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

Notary Public

**CITY OF RENO
A Municipal Corporation**

APPROVED AS TO LEGAL FORM:

By: _____
Hillary Schieve, Mayor

By: _____
City Attorney

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this ____ day of _____, 2020 by
Hillary Schieve, Mayor of the City of Reno, Nevada.

Attest by City/County Clerk: _____
City Clerk

DEVELOPER OF RECORD:

By: _____

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
Fees General Administrative Manual, Current Edition)**

SAMPLE

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.

EXHIBIT "B"
(Site Plan and Description of Development of Record)
(Must include proposed units of development and land use categories)

SAMPLE

440 State Place • Escondido, CA 92029 • (760)745-8118 • Fax 745-1890 • www.excelengineering.net

May 19, 2021

Dale Keller, PE
Engineering Manager – RRIF Administrator
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502

RE: **Application for Impact Fee Offsets for Proposed Signal at Longley Lane and Barron Way
(Northern Nevada Sierra Medical Center Project – Universal Health Services, Inc.)**

Dear Mr. Keller,

The purpose of this letter is to request a Regional Road Impact Fee (RRIF) Offset Agreement and RRIF Waivers for the installation of the traffic signal at Longley Lane and Barron Way in Reno, Nevada.

The Capital Improvements include:

- Installation of a new Traffic Signal System at all four corners of the intersection
- Curb, Gutter, Sidewalk, and ADA Ramp improvements on all four corners of the intersection
- Minor Signage and Striping improvements at all four legs of the intersection

The project Construction Plans and Specifications have been completed and permitted by the City of Reno (BLD20-04864E) and are included as Attachment A to this letter. The sheets showing the improvements for which RRIF Offset Waivers are IMP3, TR1, TR2, TR6, and TR7. All project specifications are shown on the plans and all work is required to comply with the Standard Specifications for Public Works Construction (Orange Book), current edition, consistent with RTC requirements for Public Works projects. The plans also comply with City of Reno standard specifications and details.

The Developer of Record is:

Sparks Family Hospital, Inc. – Subsidiary of Universal Health Services, Inc. (UHS)
(Northern Nevada Medical Center)
2375 E. Prater Way
Sparks, NV 89434
Contact: Sean Applegate
e-mail: sean.applegate@uhsinc.com

RRIF Offset Agreement Application
Northern Nevada Sierra Medical Center
Traffic Signal at Barron Way and Longley Lane
May 19, 2021

The Development of Record is:

Northern Nevada Sierra Medical Center
(Located at 625 Innovation Drive, Reno, NV 89502 and known as Parcel 2 of Parcel Map No. 4051, File No. 2881781, recorded 6/30/2003, amended by Cert. of Amendment, File No. 2944944, recorded 10/27/2003)
Master Plan Amendment: LDC18-00077 (to Public/Quasi Public – PQP)
Zoning Map Amendment: LDC18-00078 (to Planned Unit Development – PUD)
Mass Grading: BLD20-02747
Building Permit (Hospital): BLD20-04924E
Civil Improvements (Includes Traffic Signal Plans and Site Improvements): BLD20-04864E

The Site Plan for the Development of Record is included in Attachment B. The Development of Record is located just south of the intersection of Longley Lane and Airway/Double R Boulevard. While the Barron Way and Longley Lane intersection is the one that qualifies for RRIF Offset Credits, two other intersections adjacent to the site are receiving Traffic Signal Improvements (new = Longley Lane and Innovation Drive, modifications = Longley Lane and Airway/Double R Boulevard).

The Approved Land Uses for the Northern Nevada Sierra Medical Center, as authorized by the PUD, are for up to 350,000 square feet of Hospital and up to 120,000 square feet of Medical Office Building. The Associated Regional Road Impact Fees based on the current impact fee schedule (6th Edition, December 1, 2020, see Attachment C) are as follows:

- **Hospital** 350,000 s.f. @ 10.33 VMT/1,000 s.f. = 3,615.5 VMT
3,615.5 VMT @ \$320.63/VMT = **\$1,159,237.77**
- **Medical Office** 120,000 s.f. @ 33.53 VMT/1,000 s.f. = 4,023.60 VMT
4,023.6 VMT @ \$320.63/VMT = **\$1,290,086.87**

The combined RRIF amount for the approved Medical Campus ultimate build-out is \$2,449,324.64 however the Waiver amount being requested will ultimately equal the cost of the improvements (design, fees, construction costs, etc.). As shown later in this Letter of Intent, the amount of Credits requested is much less than that calculated above, and therefore, this project is applicable.

Further, support for this new signal's applicability is detailed in the approved Transportation Impact Study for Northern Nevada Sierra Medical Center, by Headway Transportation, dated March 30, 2018 (see Attachment D). Letters of support for this project from the original project proponent, the City of Reno, and from RTC are attached to this package in Attachment E.

The Civil Engineer of Record is:

Excel Engineering
440 State Place
Escondido, CA 92029
RCE: Robert D. Dentino, PE 22911
Contact: Andrew Van Loy
Phone: 760-745-8118 x231
e-mail: avanloy@excelengineering.net

The Traffic Engineer of Record for the Signal Work is:

Headway Transportation, LLC
5482 Longley Lane, Suite B
Reno, NV 89511
Contact: Loren Chilson, PE or Rich Pettinari, PE
Phone: 775-322-4300
e-mail: rpettinari@headwaytransportation.com

Excel Engineering is the Civil Engineer representing UHS in several hospital construction and expansion projects throughout the states of Nevada and California. Headway Transportation is the local expert in traffic signal design and inspection and has extensive experience inspecting traffic signal, signing, and striping improvements for RTC-administered contracts. Headway Transportation was intimately involved in the recent Orange Book specifications update and is knowledgeable in the unique aspects of the work. There are no special certifications required by the RTC for traffic signal inspection services. Other public improvements requiring sampling, testing, or quality assurance activities will be provided through an ACI or NAQTC certified firm (it is anticipated that Universal Geotechnical will be the firm contracted for that work).

Traffic Signal Inspection Manager: Rich Pettinari, PE
Daily Inspector (Traffic Signal): Rich Pettinari, PE

The project design is complete and permitted as of May of 2020. The design fees are known, in general, the traffic signal bid is known, and the site work has been bid out. The full project estimate is provided below and the traffic signal bid is included in Attachment F:

Project Cost Estimate

Barron Way and Longley Lane Intersection Improvements

Item	Description	Estimated Cost	Final Cost
1	Engineering Fees	\$20,000	
2	Permit Fees	\$5,000	
3	Contractor (Signal/Site)	\$350,000	
4	Inspection/Testing	\$15,000	
5	Contingency	\$25,000	
Total		\$410,000	

*Estimated cost for the demolition, traffic signal, curbs, sidewalks, ramps, signage, striping, etc.

Again, the above is just an estimate. An actual bid result will supersede the above estimate and additional documentation will be provided to support the breakdown of the design fees and permit fees relative to this specific traffic signal work.

The traffic signal work is slated to occur during the early-to-mid portion of 2021 and continue through into early Fall. The construction schedule, as of February of 2021 (see Attachment F), actually shows construction commencing in late February and ending in August of 2021, but that has since been pushed several months due to this need to go through the process to obtain the Credits Agreement through

RTC. The intent of the completion of the traffic signal improvements is to have that finalized prior to Certificate of Occupancy for the hospital, anticipated in January of 2022.

Considering the tight schedule, we respectfully request prompt attention to this application and agree to provide any additional information immediately upon your request. Depending on the specific terms of the agreement, it may be necessary that the developer of record pay the RRIF fees and later be reimbursed upon completion of the improvements. Further, we also request that we can start the improvements for the signal at Barron and Longley prior to this agreement being finalized – without forfeiting the applicability of the request for RRIF Offset Credits.

Thank you for your consideration of this application. We look forward to hearing from you.

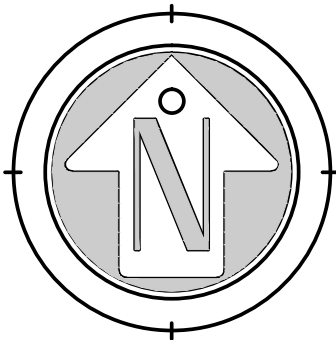
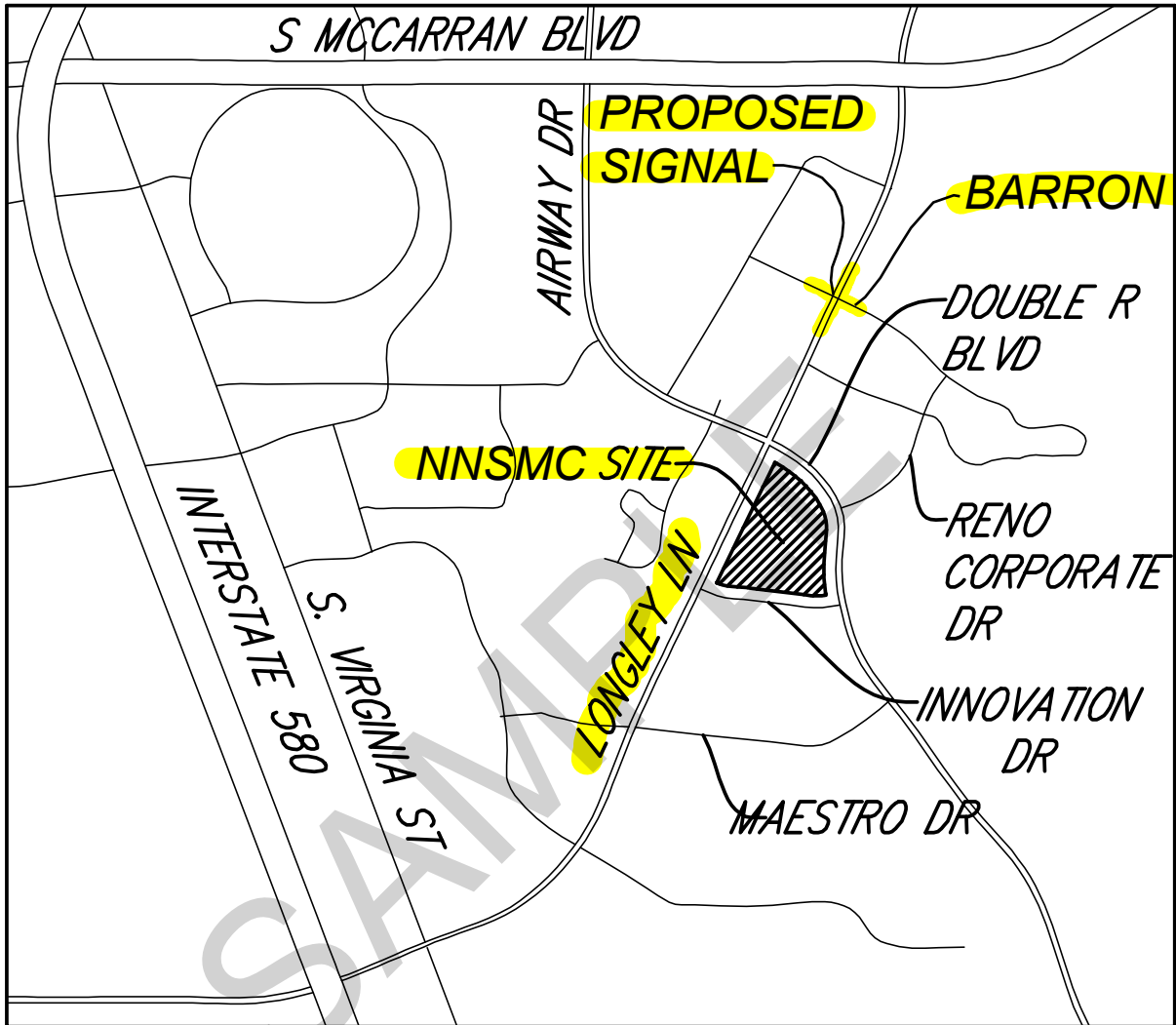
Sincerely,



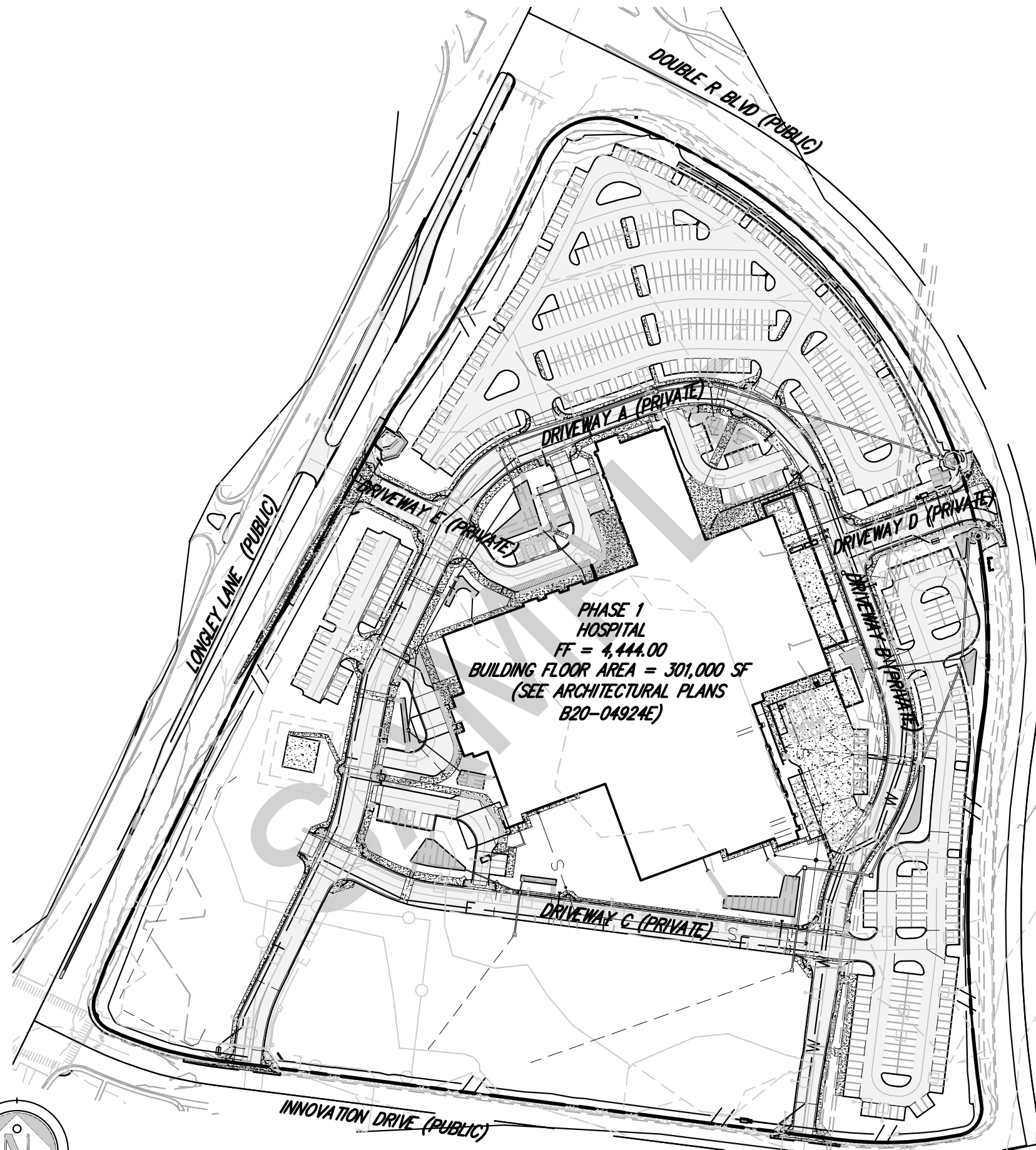
Andrew Van Loy
Principal/Project Manager
Excel Engineering
440 State Place
Escondido, CA 92029
(760) 745-8118 ext. 231
(760) 518-6331 (Cell phone)

Attachments

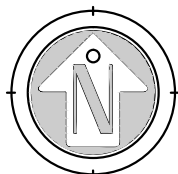
- Attachment A – Construction Plans
- Attachment B – Site Plan
- Attachment C – Regional Road Impact Fee Schedule
- Attachment D – Transportation Impact Study
- Attachment E – Letters of Support for RRIF Offset Agreement
- Attachment F – Traffic Signal Cost Estimate and Construction Schedule



VICINITY MAP
NOT TO SCALE



PHASE 1
HOSPITAL
FF = 4,444.00
BUILDING FLOOR AREA = 301,000 SF
(SEE ARCHITECTURAL PLANS
B20-04924E)



SCALE 1"=150'



EXHIBIT "C"
(Offered Improvements Application/Submittals)

SAMPLE

WORK TO BE DONE

THE GRADING WORK SHALL CONSIST OF THE CONSTRUCTION OF ALL CUTS AND FILLS, REMEDIAL GRADING, SURFACE IMPROVEMENTS, DRAINAGE FACILITIES, EROSION CONTROL FACILITIES, PLANTING OF PERMANENT LANDSCAPING, AND PREPARATION OF AS-BUILT GRADING PLANS, AS-BUILT GEOLOGIC MAPS AND REPORTS, ALL AS SHOWN OR REQUIRED ON THIS SET OF PLANS AND THE CITY STANDARDS, SPECIFICATIONS, REQUIREMENTS, RESOLUTIONS AND ORDINANCES CITED ON THESE PLANS.

THE GRADING WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER.

- CITY OF RENO MUNICIPAL CODE
- CITY OF RENO PUBLIC WORKS DESIGN MANUAL
- THIS SET OF PLANS
- THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION ("ORANGE BOOK") LATEST EDITION
- SOILS REPORT AND RECOMMENDATIONS BY NOVA GEOTECHNICAL & INSPECTION SERVICES, DATED JULY 3, 2019
- DRAINAGE REPORT - HYDROLOGY AND HYDRAULICS STUDY BY EXCEL ENGINEERING, DATED DECEMBER 16, 2019
- STORM WATER MANAGEMENT PLAN REPORT BY EXCEL ENGINEERING, DATED DECEMBER 16, 2019
- STORM WATER POLLUTION PREVENTION AND EROSION CONTROL PLANS BY EXCEL ENGINEERING, DATED DECEMBER 16, 2019
- TRUCKEE MEADOWS REGIONAL DRAINAGE MANUAL
- TRUCKEE MEADOWS STRUCTURAL CONTROLS DESIGN AND LID MANUAL
- TRUCKEE MEADOWS CONSTRUCTION SITE BMP HANDBOOK

NOTE: IN THE EVENT OF CONFLICT BETWEEN THESE PLANS/DRAWINGS AND RENO MUNICIPAL CODE, CODE SHALL PREVAIL.

LEGEND:

	EXISTING	PROPOSED
PROPERTY BOUNDARY	---	---
EASEMENT LINE	---	---
R.O.W. CENTERLINE	---	---
CURB	---	---
CURB & GUTTER	---	---
FENCE	X-X-X	X-X-X
FIRE LINE	X-X-X	X-X-X
GAS LINE	G-G-G	G-G-G
WATER LINE	W-W-W	W-W-W
SEWER LINE	S-S-S	S-S-S
STORM DRAIN	SD-SD-SD	SD-SD-SD

SURFACE IMPROVEMENTS:

PRIVATE CONSTRUCTION QUANTITIES

NO.	ITEM	QUANTITY
SI-1	CONSTRUCT 6" P.C.C. CURB AND GUTTER (TYPE I) PER R-109	7011 LF
SI-2	CONSTRUCT 6" MEDIAN CURB (TYPE II) PER R-110	7415 LF
SI-3	CONSTRUCT 0 CURB PER DETAIL 4 SEE SHEET 6	176 LF
SI-4	CONSTRUCT 4" OVER 6" A.C. PARKING PER GEOTECHNICAL DETAIL 1	95451 SF
SI-5	CONSTRUCT 4" OVER 11" A.C. DRIVE PER GEOTECHNICAL DETAIL 2	210040 SF
SI-6	CONSTRUCT CONCRETE DOCK 8" OVER 6" PER GEOTECHNICAL DETAIL 3	16640 SF
SI-7	CONSTRUCT CONCRETE DRIVE 6" OVER 6" PER GEOTECHNICAL	11700 SF
SI-8	CONSTRUCT 4" OVER 4" SIDEWALK PER R-104A	59862 SF
SI-9	BIOFILTRATION BASIN SEE SHEET 47	12927 SF
SI-10	CONSTRUCT P.C.C. VALLEY GUTTER PER R-107	1274 LF
SI-11	CONSTRUCT P.C.C. LONGITUDINAL VALLEY GUTTER PER R-108	227 LF
SI-12	CONSTRUCT SCREEN WALL (DESIGN ON CORE & SHELL PLANS)	672 LF
SI-13	INSTALL VELOCITY DISSIPATER PER DETAIL 6	1189 SF
SI-14	CONSTRUCT PEDESTRIAN RAMP NARROW SIDEWALKS PER R-106B (MODIFIED)	44 EA
SI-15	CONSTRUCT PEDESTRIAN RAMP MIDBLOCK TYPE-TYPE I PER R-106D	8 LF
SI-16	CONSTRUCT STRIPING PER R-407 (MODIFIED)	14352 LF
SI-17	INSTALL ADA FRONTALGES PER DETAIL 6	1 EA
SI-18	CONSTRUCT HELIPAD	1 EA
SI-19	LIGHT POLE SEE LTI, LT2, & LT3	82 EA

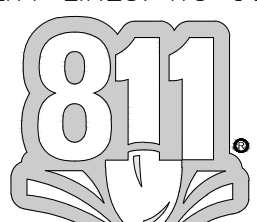
SIDEWALK NOTE
SI-8: UNLESS NOTED ON LANDSCAPE PLANS (COLORED)/STAMPED CONCRETE SIDEWALKS/PATIO AREA TO BE 5" OVER 6" PER R-104B

PUBLIC CONSTRUCTION QUANTITIES

NO.	ITEM	QUANTITY
SI-1	CONSTRUCT 6" P.C.C. CURB AND GUTTER (TYPE I) PER R-109	1770 LF
SI-2	CONSTRUCT 6" CURB (TYPE II) PER R-110	1015 LF
SI-3	CONSTRUCT 0 IN CURB PER DETAIL 4 SEE SHEET 6	32 LF
SI-4	CONSTRUCT CONCRETE DRIVE 6" OVER 6" PER GEOTECHNICAL	4235 SF
SI-5	CONSTRUCT AC DRIVE 4" OVER 11" PER GEOTECHNICAL	8796 SF
SI-6	CONSTRUCT SIDEWALK 5" OVER 6" PER R-104A	9812 SF
SI-7	CONSTRUCT CROSSWALK PER R-420	7 EA
SI-8	CONSTRUCT STRIPING PER R-407	2130 SF
SI-9	CONSTRUCT PEDESTRIAN RAMP EXISTING SIDEWALKS PER R-106A	1 EA
SI-10	CONSTRUCT PEDESTRIAN RAMP NARROW SIDEWALKS PER R-106B (MODIFIED)	8 EA
SI-11	CONSTRUCT ARROWS PER NDOT	16 EA
SI-12	CONSTRUCT P.C.C. VALLEY GUTTER PER R-107	829 LF
SI-13	CONSTRUCT STRIPING PER R-407 (MODIFIED)	2029 LF
SI-14	CONSTRUCT STOP BAR STRIPE PER TAG	216 LF

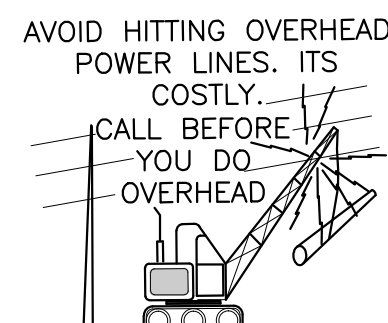
DRY UTILITIES:
ALL DRY UTILITIES SHOWN ARE FOR REFERENCE ONLY. CONTACT THE FOLLOWING AGENCIES FOR MORE INFORMATION
NVE - SITE POWER/ELECTRIC
COX COMMUNICATIONS - DATA
AT&T - TELEPHONE
NVE - NATURAL GAS

AVOID CUTTING UNDERGROUND UTILITY LINES. ITS COSTLY.



Know what's below. Call before you dig.

OR 1-800-227-2600



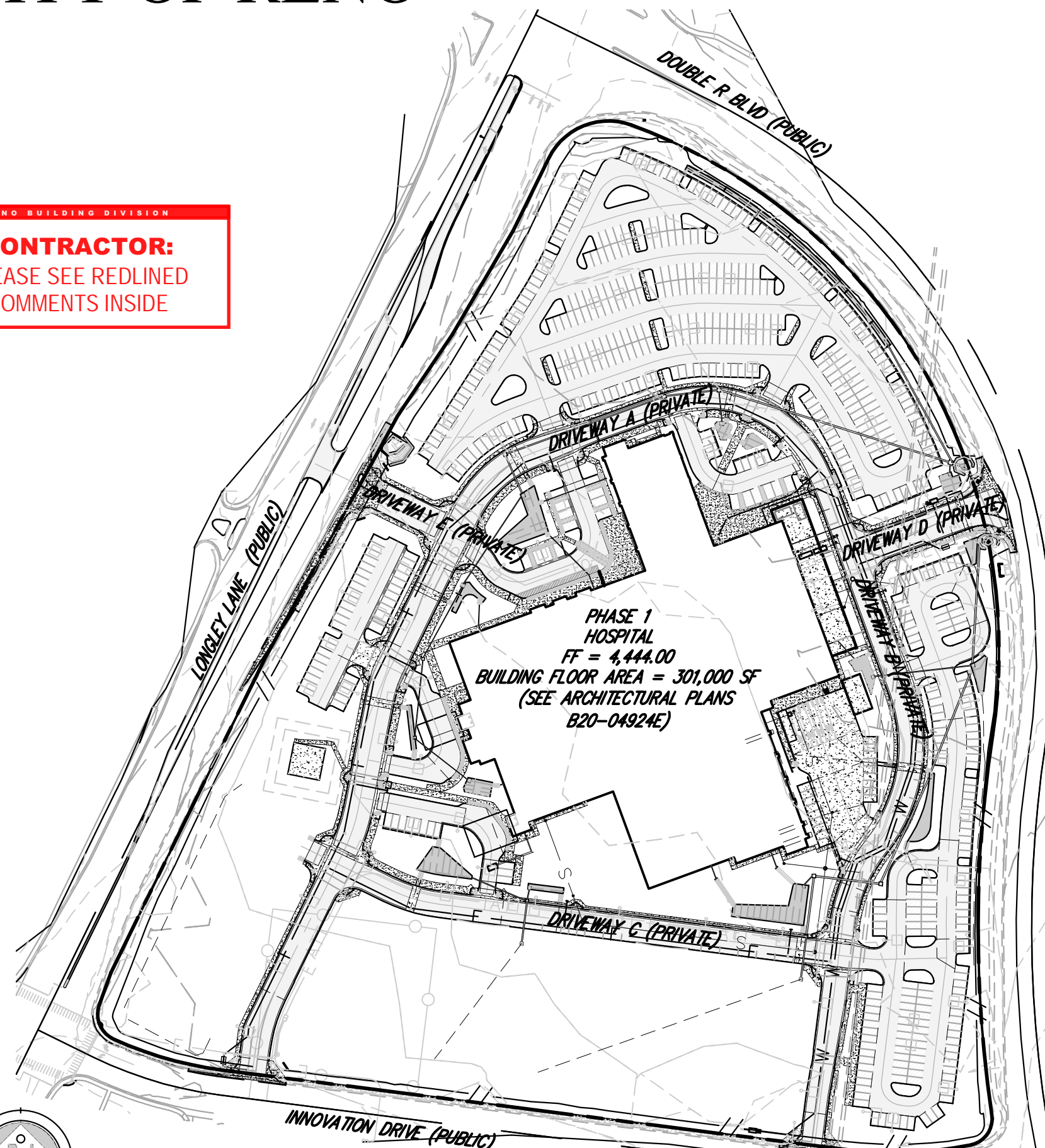
1-702-227-2929

CIVIL GRADING & IMPROVEMENT PLANS

FOR NORTHERN NEVADA SIERRA MEDICAL CENTER PHASE 1 HOSPITAL CITY OF RENO

CONTRACTOR REQUIRED TO BE ON-SITE FOR ALL INSPECTIONS

CONTRACTOR: PLEASE SEE REDLINED COMMENTS INSIDE



UTILITY IMPROVEMENTS:

PRIVATE STORM DRAIN QUANTITIES

NO.	ITEM	QUANTITY
SD-1	INSTALL 6" PVC SD	271 LF
SD-2	INSTALL 8" PVC SD	520 LF
SD-3	INSTALL 12" PVC SD	353 LF
SD-4	INSTALL 18" HDPE SD	585 LF
SD-5	INSTALL 24" HDPE SD	1239 LF
SD-6	INSTALL 30" RCP SD	12 LF
SD-7	INSTALL 36" RCP SD	13 LF
SD-8	INSTALL 36"x36" INLET TYPE 3-R PER R-205	2 EA
SD-9	INSTALL 48"x48" INLET TYPE 3-R PER R-205	5 EA
SD-10	INSTALL 36"x36" CATCH BASIN WITH GRATE TYPE 3-R PER R-205	7 EA
SD-11	INSTALL 48"x48" CATCH BASIN WITH GRATE TYPE 3-R PER R-205	5 EA
SD-12	INSTALL 60"x60" CATCH BASIN WITH GRATE TYPE 3-R PER R-205	2 EA
SD-13	CONSTRUCT SIDEWALK UNDERDRAIN PER R-105	12 LF
SD-14	INSTALL SD CLEANOUT PER R-224	3 EA
SD-15	INSTALL CULVERT HEADWALL PER R-225	3 EA

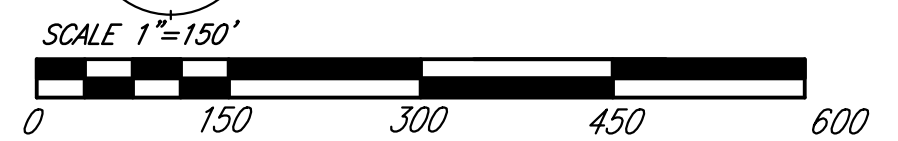
STORM DRAIN INLET NOTE
SD-8, SD-9, SD-10, SD-11, SD-12: PRIVATE ON-SITE CATCH BASINS TO BE SUMP-LESS AND FILLED WITH CEMENT TO THE OUTLET PIPE INVERT ELEVATION.

PRIVATE WATER QUANTITIES

NO.	ITEM	QUANTITY
W-1	INSTALL 6" PVC DOM. WATER LINE	1562 LF
W-2	INSTALL 6" C900 PVC FIRE LINE	339 LF
W-3	INSTALL 8" C900 PVC FIRE LINE	3160 LF
W-4	INSTALL 10" C900 PVC FIRE LINE	270 LF
W-5	INSTALL 12" C900 PVC FIRE LINE	36 LF
W-6	INSTALL 11.25" BEND (DUCTILE IRON WITH PUSH ON JOINTS)	1 EA
W-7	INSTALL 22.5" BEND (DUCTILE IRON WITH PUSH ON JOINTS)	10 EA
W-8	INSTALL 45" BEND (DUCTILE IRON WITH PUSH ON JOINTS)	6 EA
W-9	INSTALL 90" BEND (DUCTILE IRON WITH PUSH ON JOINTS)	1 EA
W-10	INSTALL 8" TEE PER TMMA 10L-2	11 EA
W-11	INSTALL THRUST BLOCK PER TMMA 10L-2	32 EA
W-12	INSTALL GATE VALVE (SIZE PER PLAN) PER TMMA 10J-2	14 EA
W-13	INSTALL 6" FIRE HYDRANT PER R-301A-C	8 EA
W-14	INSTALL 8" RPDA PER TMMA 10A-10	1 EA
W-15	INSTALL 10" RPDA PER TMMA 10A-10	1 EA
W-16	INSTALL 6" - 4" REDUCER	2 EA
W-17	INSTALL 10" - 8" REDUCER	2 EA
W-18	INSTALL 12" - 10" REDUCER	1 EA
W-19	INSTALL 4" DOMESTIC METER PER TMMA 10M-2	1 EA
W-20	INSTALL 4" DOMESTIC BACKFLOW PER TMMA 10A-2	2 EA

PRIVATE SEWER QUANTITIES

NO.	ITEM	QUANTITY
SS-1	INSTALL 4" MANHOLE TYPE I-PER R-208A	4 EA
SS-2	INSTALL 4" SDR-35 PVC SEWER MAIN	150 LF
SS-3	INSTALL 6" SDR-35 PVC SEWER MAIN	483 LF
SS-4	INSTALL 8" SDR-35 PVC SEWER MAIN	1069 LF
SS-5	INSTALL SEWER CLEANOUT ON SEWER SANITARY LATERAL PER R-224C	3 EA
SS-6	INSTALL 2500 GALLON GREASE INTERCEPTOR	2 EA
SS-7	INSTALL 1000 GALLON DECONTAMINATION TANK	1 EA
SS-8	INSTALL ACID NEUTRALIZATION BASIN	1 EA



OWNER / DEVELOPER
SPARKS FAMILY HOSPITAL, INC.
(NORTHERN NEVADA MEDICAL CENTER)
2375 E. PRATER WAY
SPARKS, NV 89434
(267) 496-2790

SITE ADDRESS / LOCATION
625 INNOVATION DR
RENO, NV 89511
APN: 164-354-01

LEGAL DESCRIPTION
PARCEL 2 OF PARCEL MAP NO.4051, ENTITLED "PARCEL MAP NO.1 FOR RENO CORPORATE CENTER, LLC, A NEVADA LIMITED LIABILITY COMPANY, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON JUNE 30, 2003, AS FILE NO. 2881781, AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 27, 2003, AS DOCUMENT NO. 2944944 OF OFFICIAL RECORDS.

BASIS OF BEARING
NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD83)
WASHOE COUNTY MODIFIED GRID
(WASHOE COUNTY OF = 0.999802100172)

BENCHMARK
NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) BASED ON CITY OF RENO BM#2914 ELEV=4440.18
1 1/2" DIA. STEEL CAPSET AT TOP OF CURB AT THE NE CORNER OF DOUBLE R BLVD AND RENO CORPORATE DRIVE.

STORM WATER POLLUTION NOTE
"THE ENGINEER SHOULD CONTACT THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION (NDEP) TO OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT PRIOR TO CONSTRUCTION. ALL CONSTRUCTION PROJECTS ONE ACRE OR LARGER MUST APPLY FOR THE PERMIT THROUGH THE NDEP. ALL QUESTIONS REGARDING THE NDEP PERMIT REQUIREMENTS SHOULD BE DIRECTED TO THE NPDES (775) 687-9429"

SHEET INDEX

- NO. TITLE
- 1 TITLE (C1)
 - 2 RECORD MAP (RM)
 - 3 GEOMETRIC CONTROL PLAN - NORTH (GM1)
 - 4 GEOMETRIC CONTROL PLAN - SOUTH WEST (GM2)
 - 5 GEOMETRIC CONTROL PLAN - SOUTH EAST (GM3)
 - 6 DETAILS AND SECTIONS (D1)
 - 7 DETAILS (D2)
 - 8 DETAILS (D3)
 - 9 DETAILS (D4)
 - 10 DETAILS (D5)
 - 11 TITLE SHEET AND GEOTECHNICAL NOTES (HBI-1)
 - 12 DETAIL SECTIONS AND INSTALLATION NOTES (HBI-2)
 - 13 GROUND IMPROVEMENT PLAN-COMplete SITE PLAN (HBI-3)
 - 14 PARTIAL GROUND IMPROVEMENT PLAN- AREA 1 (HBI-4)
 - 15 PARTIAL GROUND IMPROVEMENT PLAN- AREA 2 (HBI-5)
 - 16 PARTIAL GROUND IMPROVEMENT PLAN- AREA 3 (HBI-6)
 - 17 PARTIAL GROUND IMPROVEMENT PLAN- AREA 4 (HBI-7)
 - 18 GRADING PLAN (GP1)
 - 19 GRADING PLAN (GP2)
 - 20 GRADING PLAN (GP3)
 - 21 GRADING PLAN (GP4)
 - 22 GRADING PLAN (GP5)
 - 23 GRADING PLAN (GP6)
 - 24 MASTER UTILITY PLAN (MUP)
 - 25 PRIVATE STORM DRAIN PLAN - NORTH (SD1)
 - 26 PRIVATE STORM DRAIN PLAN - SOUTH (SD2)
 - 27 PRIVATE WATER PLAN & PROFILE- DRIVEWAY A (UPP1)
 - 28 PRIVATE WATER PLAN & PROFILE- DRIVEWAY A & D (UPP2)
 - 29 PRIVATE WATER PLAN & PROFILE- DRIVEWAY C (UPP3)
 - 30 PRIVATE WATER PLAN & PROFILE- DRIVEWAY B (UPP4)
 - 31 SEWER PLAN & PROFILE -DRIVEWAY A & B (UPP5)
 - 32 SEWER PLAN & PROFILE- DRIVEWAY C & A (UPP6)
 - 33 STRIPING PLAN - NORTH (ST1)
 - 34 STRIPING PLAN - SOUTH (ST2)
 - 35 FIRE ACCESS PLAN (FIRE1)
 - 36 LIGHTING - PHOTOMETRICS (LT1)
 - 37 LIGHTING DETAIL (LT2)
 - 38 LIGHTING - ELECTRICAL (LT3)
 - 39 ADA DETAILS (A1)
 - 40 ADA DETAILS (A2)
 - 41 ADA DETAILS (A3)

SHEET INDEX

- NO. TITLE
- 42 PUBLIC IMPROVEMENTS- LONGLEY LANE (IMP1)
 - 43 PUBLIC IMPROVEMENTS- LONGLEY LANE & INNOVATION DRIVE (IMP2)
 - 44 PUBLIC IMPROVEMENTS- LONGLEY LANE & BARRON DRIVE (IMP3)
 - 45 PUBLIC IMPROVEMENTS- INNOVATION DRIVE (IMP4)
 - 46 BORING LOGS (BL)
 - 47 POST-DEVELOPED HYDROLOGY MAP (HYD)
 - 48 DRAINAGE MANAGEMENT AREA MAP (LID)
 - 49 LANDSCAPE SHEET INDEX & NOTES (L1.0)
 - 50 TREE PROTECTION PLAN (L1.1)
 - 51 TREE PROTECTION PLAN (L1.2)
 - 52 PLANTING PLAN (L2.0)
 - 53 PLANTING PLAN (L2.1)
 - 54 PLANTING PLAN (L2.2)
 - 55 PLANTING PLAN (L2.3)
 - 56 PLANTING PLAN (L2.4)
 - 57 PLANTING PLAN (L2.5)
 - 58 PLANTING PLAN (L2.6)
 - 59 PLANTING PLAN (L2.7)
 - 60 MULCHING PLAN (L2.8)
 - 61 MULCHING PLAN (L2.9)
 - 62 ENTRY AREA DETAIL-LANDSCAPE (L3.0)
 - 63 DINING AREA DETAIL (L3.1)
 - 64 IRRIGATION PLAN (L4.0)
 - 65 IRRIGATION PLAN (L4.1)
 - 66 IRRIGATION PLAN (L4.2)
 - 67 IRRIGATION PLAN (L4.3)
 - 68 IRRIGATION PLAN (L4.4)
 - 69 IRRIGATION PLAN (L4.5)
 - 70 IRRIGATION PLAN (L4.6)
 - 71 IRRIGATION PLAN (L4.7)
 - 72 ENTRY & DINING AREA DETAIL-IRRIGATION (L5.0)
 - 73 LANDSCAPE DETAILS (L6.0)
 - 74 IRRIGATION DETAILS (L7.0)
 - 75 TRAFFIC SIGNAGE NOTES (TR-1)
 - 76 TRAFFIC SIGNAL DETAILS (TR-2)
 - 77 LONGLEY & INNOVATION TRAFFIC SIGNAL PLAN (TR-3)
 - 78 LONGLEY & INNOVATION TRAFFIC SIGNAL SCHEDULES (TR-4)
 - 79 LONGLEY & AIRWAY TRAFFIC SIGNAL MODIFICATION PLAN (TR-5)
 - 80 LONGLEY & BARRON TRAFFIC SIGNAL PLAN (TR-6)
 - 81 LONGLEY & BARRON TRAFFIC SIGNAL SCHEDULES (TR-7)

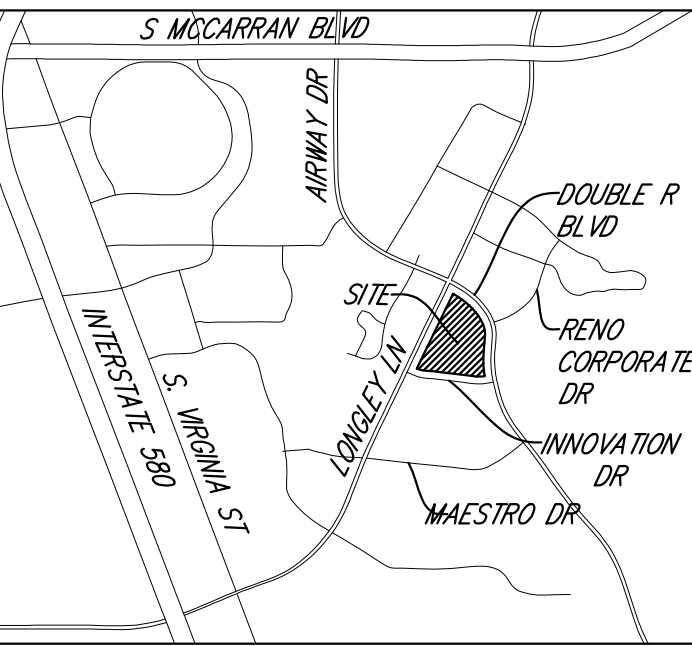
FLOOD ZONE DESCRIPTION

1. THIS SITE IS MAPPED AS FLOOD ZONE X AND SHADED X PER FEMA FIRM PANEL 32031C3234G. THE SITE IS OUTSIDE THE 500-YEAR FLOODPLAIN. HAS NO DESIGNATED FLOOD ELEVATION. FLOOD DEPTHS AVERAGE LESS THAN 1' IN DEPTH, AND IS THE SITE IS PROTECTED FROM THE 100-YEAR FLOOD BY A LEVEE OR OTHER FLOW CONTROL MEASURE.

2. THIS AREA OF THE SOUTHERN PORTION OF THE CITY OF RENO HAS BEEN SUBJECT TO FLOODING. DOUBLE R BOULEVARD SERVES AS A MAJOR CONVEYANCE "CHANNEL" FOR PEAK FLOOD FLOWS WITH SOME HISTORICAL OVERFLOW INTO THIS SITE.

3. THE GRADING OF THIS SITE WILL SHAPE THE SITE IN SUCH A WAY THAT WILL EXPAND THIS "CHANNEL" ADJACENT TO DOUBLE R BOULEVARD ALONG THE EASTERN PORTIONS OF THE SITE. THE SITE WILL BE HIGHEST THROUGH THE CENTRAL PORTION OF THE SITE FROM INNOVATION DRIVE NORTH TO THE NORTHERN MOST TIP OF THE HOSPITAL WHILE THE EASTERN THIRD AND THE NORTHERN THIRD OF THE SLOPE SHEET FLOW DOWN TOWARD DOUBLE R. THIS ALLOWS FOR A FLOODED DOUBLE R "CHANNEL" TO OVERTLOW INTO THE FUTURE "PARKING" AREAS, LOCALIZED MOSTLY BEHIND THE EXISTING 3' TALL BEEM ALONG THE DOUBLE R BOULEVARD FRONTAGE.

4. THE EMERGENCY OVERFLOW FROM THE SITE WILL BE INTO DOUBLE R BOULEVARD AT THE PROJECT DRIVEWAY OPPOSITE RENO CORPORATE DRIVE.



VICINITY MAP
NOT TO SCALE

EARTHWORK QUANTITIES

EARTHWORK QUANTITIES FOR THIS PHASE 1 HOSPITAL SITE DEVELOPMENT IS 0 CY. ALL EARTHWORK QUANTITIES HAVE BEEN ACCOUNTED FOR IN THE MASS GRADING PERMIT (BLD20-02747).

CIVIL ENGINEER

EXCEL ENGINEERING
440 STATE PLACE
ESCONDIDO, CA 92029
(760) 745-8118

REFERENCE DRAWINGS

- LONGLEY LANE (US HIGHWAY 395 SOUTH TO MCCARRAN BOULEVARD) - K21-002 - DATED 7/7/1980
- CITY OF RENO HUFFAKER HILLS STORM DRAIN (CONTRACT NO. 707) - DATED 9/1980
- CIVIL IMPROVEMENT PLANS FOR LONGLEY LANE REHABILITATION - K21-012 - DATED 11/8/2001
- CIVIL IMPROVEMENT PLANS FOR CONNECTOR DRIVE AT PARK 2001-PHASE 1 - L13-003 - DATED 4/2001
- DOUBLE R BOULEVARD PHASE 1 - LDP02-00992 - DATED 7/2001 (REVISED 2002)
- CIVIL IMPROVEMENT PLANS FOR INNOVATION DRIVE AT PARK 2001-PHASE 2 - L13-005 - DATED 5/2002
- LONGLEY LANE STORM DRAIN - P9-012 - DATED 1/2004

PLANNING REVIEW
ROD SIMPSON
February 26, 2020

HEALTH REVIEW
SCOTT STRICKLER
May 11, 2020

ENGINEERING REVIEW
MIKE MICHEL
March 9, 2020

FIRE REVIEW
SEAN O'BRIEN
February 26, 2020

BUILDING REVIEW
PENNIE FOSTER-ORTIZ
April 24, 2020

BLD20-04864E
REVIEWED FOR CODE COMPLIANCE
May 12, 2020

DRAWING C1

DEPARTMENT APPROVALS

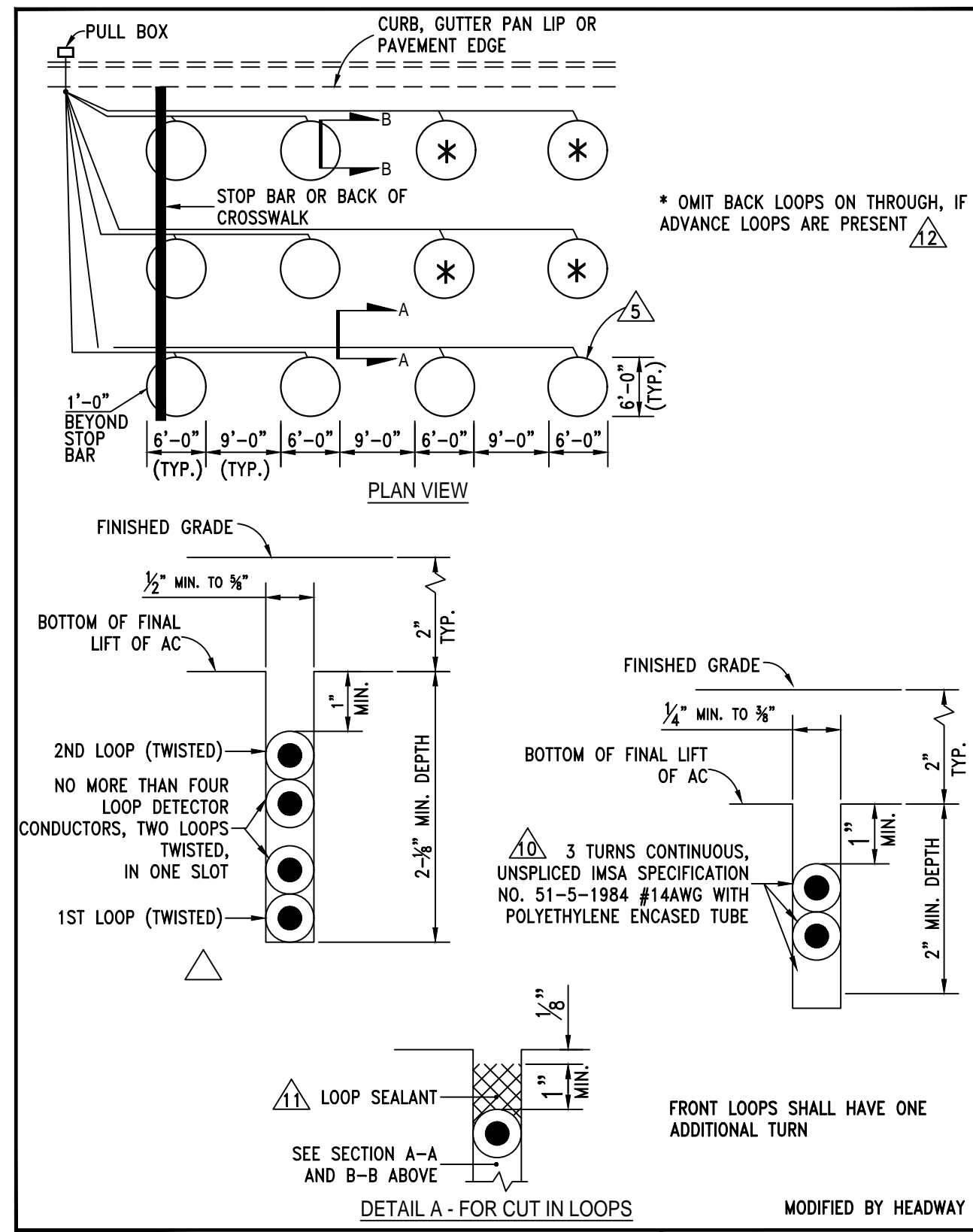
EXCEL ENGINEERING
LAND PLANNING • CIVIL ENGINEERING • SURVEYING
440 STATE PLACE, ESCONDIDO, CA 92029
PH (760) 745-8118 FX (760) 745-8880

NORTHERN NEVADA SIERRA MEDICAL CENTER PHASE 1 HOSPITAL TITLE SHEET

CITY OF RENO, WASHOE COUNTY, NEVADA

DESIGN: A.V. CHECK: R.O.D. ISSUE DATE: 4/17/20 PLOT TIME: 09:44

DATE: 4/17/20



STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION DRAWING No. R-406A
LOOP DETECTOR LAYOUT
 APPROVED BY: JF DATE: 8/2014

- NOTES:**
- WHERE NEW PAVEMENT SURFACES ARE PLACED, ALL TRAFFIC SIGNAL LOOP DETECTORS SHALL BE INSTALLED PRIOR TO THE PLACEMENT OF THE FINAL "TOP" LIFT OF THE PLANT MIX BITUMINOUS PAVEMENT MATERIAL. PLACEMENT OF SLURRY SEAL DOES NOT NEGATE THIS REQUIREMENT.
 - SLOTS SHALL BE WASHED, BLOWN OUT AND THOROUGHLY DRIED BEFORE INSTALLING LOOP CONDUCTORS.
 - THE ADDITIONAL LENGTH OF EACH CONDUCTOR FOR EACH LOOP SHALL BE TWISTED TOGETHER INTO A PAIR (AT LEAST TWO TURNS PER FOOT) BEFORE BEING PLACED IN THE SLOT AND CONDUIT TO TERMINATION PULL BOX.
 - LOOPS SHALL BE CENTERED IN LANES.
 - LEFT TURN LOOP FARTHEST FROM STOP BAR SHALL BE ON DEDICATED CHANNEL.
 - WHERE LOOPS ARE TO BE OVERLAIN WITH ASPHALT, THE LOOP SEALANT SHALL BE SAKRETE, OR APPROVED EQUAL, AND COMPACTED.
 - DISTANCE BETWEEN SIDE OF LOOP AND A LEAD-IN SAW CUT FROM ADJACENT DETECTORS SHALL BE TWO FEET MINIMUM. DISTANCE BETWEEN LEAD-IN SAW CUTS SHALL BE SIX INCHES MINIMUM. DISTANCE BETWEEN LEAD-IN SAW CUTS SHALL BE TWELVE INCHES FROM ANY CURB, GUTTER PAN LIP OR PAVEMENT EDGE.
 - ALL WIRES SHALL BE IDENTIFIED IN PULL BOXES, WITH LOOP WIRES AS FOLLOWS: BLUE TAPE INDICATES LEFT TURN LANE LOOPS WITH ONE BAND IDENTIFYING LOOP ONE, TWO BANDS LOOP TWO, ETC. WHITE TAPE INDICATES THROUGH LANE LOOPS AND RED TAPE INDICATES RIGHT TURN LANES. IF THERE ARE TWO LEFT TURN LANES, YELLOW TAPE INDICATES THE LANE CLOSEST TO THE CENTER LANE OF THE STREET.
 - ALL INDUCTIVE LOOPS ON A GIVEN CHANNEL SHALL BE CONNECTED IN SERIES. NO MORE THAN ONE LEAD IN CABLE SHALL BE CONNECTED TO A CABINET CHANNEL TERMINATION. NO MORE THAN SIX INDIVIDUAL LOOPS ARE TO BE CONNECTED TO ONE CHANNEL.

FOR LOOP LEAD IN CABLES GREATER THAN 500 FEET, LOOP IN LENGTH SHALL BE INSTALLED WITH FOUR (4) TURNS INSTEAD OF THREE (3).

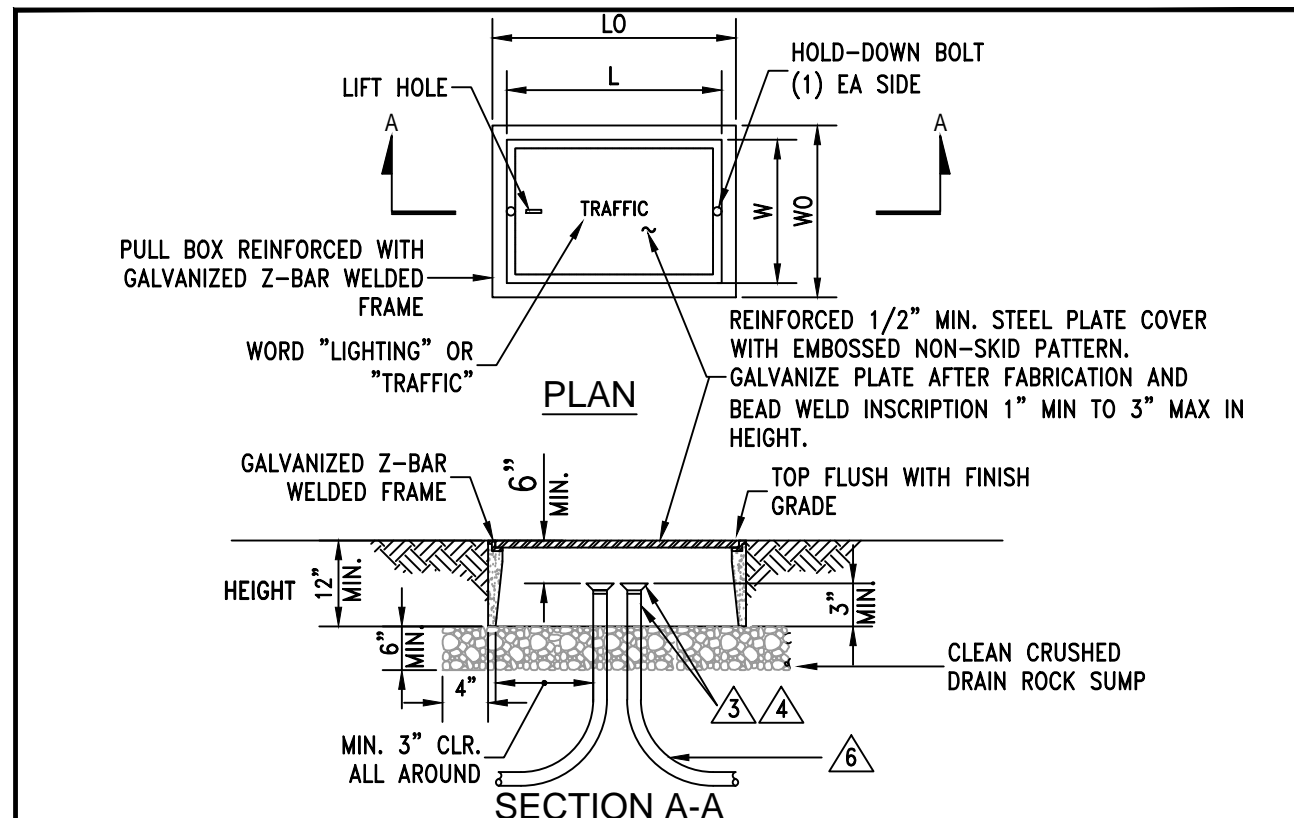
LOOPS CUT INTO THE STREET SURFACE SHALL BE SEALED WITH "CRAFCO-271" LOOP SEALANT, OR AN APPROVED EQUAL. UTILIZE DURANT STA-1 FLEX SEALANT OR APPROVED EQUAL WHEN LOOPS ARE CUT IN EXISTING PCC PAVEMENT.

LISTED BELOW ARE THE MINIMUM DISTANCES FOR ADVANCE LOOP DETECTOR PLACEMENT AS A FUNCTION OF POSTED SPEED LIMITS, MEASURED FROM THE STOP BAR TO THE REAR OF THE LOOP. SEE TABLE BELOW.

SPEED LIMIT (MPH)	DISTANCE (FEET)
25	150
30	200
35	255
40	285
45	330
50	355
55	390

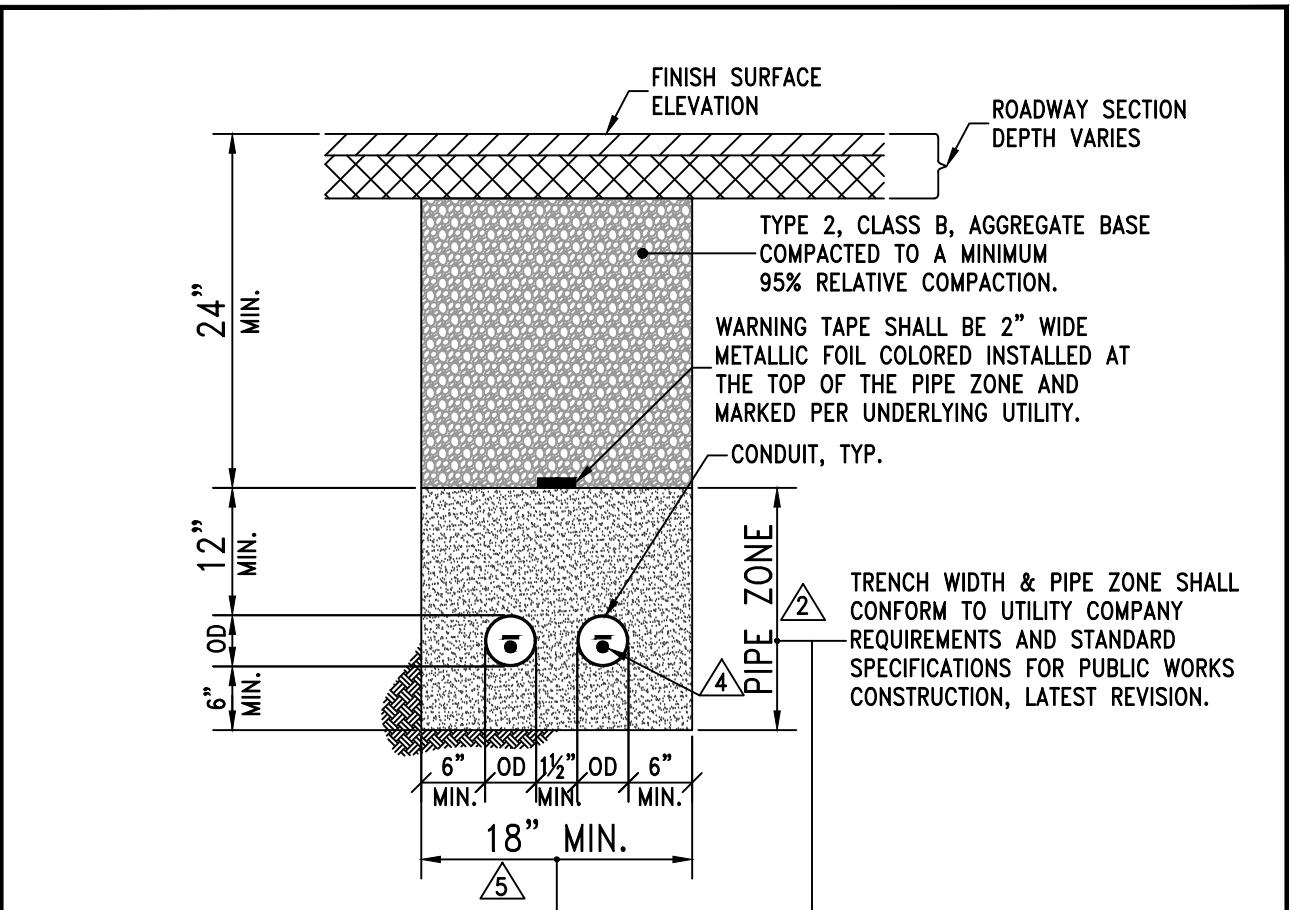
MODIFIED BY HEADWAY

STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION DRAWING No. R-406B
NOTES - LOOP DETECTOR LAYOUT
 APPROVED BY: JF DATE: 8/2014



- NOTES:**
- No. 5 TRAFFIC RATED PULL BOXES SHALL BE USED AT LOCATIONS WHERE CONDUIT RUNS CONTAIN TRAFFIC SIGNAL CABLE OR CARRY POWER. No. 3-1/2 TRAFFIC RATED PULL BOXES SHALL ONLY BE USED AS APPROVED BY CITY OF RENO TRAFFIC ENGINEER.
 - TRAFFIC RATED BOX SHALL BE USED IN VEHICULAR AREAS ONLY, INCLUDING, BUT NOT LIMITED TO TRAVEL WAY, DRIVEWAY APPROACHES AND WITHIN PEDESTRIAN RAMPS AT INTERSECTION CURB RETURNS OR AS APPROVED BY CITY OF RENO TRAFFIC ENGINEER.
 - ALL CONDUIT TERMINATIONS SHALL HAVE A "BELL END" INSTALLATION AND BE SEALED WITH CONDUIT SEALER AFTER WIRE INSTALLATION.
 - ALL EXPOSED CONDUIT SHALL BE RIGID PVC SCHEDULE 80, AND SHALL EXTEND TO A MINIMUM DEPTH OF 18 INCHES.
 - BOX EXTENSIONS SHALL NOT BE USED UNLESS APPROVED BY CITY OF RENO TRAFFIC ENGINEER.
 - CONDUIT ENDS SHALL NOT TERMINATE WITHIN A SWEEP SECTION.
 - ALL METAL COVERS, METAL Z-BAR FRAME, METAL RINGS OR ANY METALLIC COMPONENT OF A PULL BOX SHALL BE BONDED TO A #8 AWG OR LARGER COPPER EQUIPMENT GROUNDING CONDUCTOR. BONDING JUMPERS SHALL BE BRAIDED COPPER EQUIVALENT TO #8 AWG COPPER AND MINIMUM 36" IN LENGTH AND SHALL BE ATTACHED WITH EXOTHERMIC WELDING. PROCESS IS A MOLECULAR BONDING WITH HIGH COPPER CONTENT ALLOYS (IN EXCESS OF 90%), HIGH CORROSION RESISTANCE AND HIGH CONDUCTIVITY, AND APPROVED GROUNDING LUG.
- MODIFIED BY HEADWAY

STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION DRAWING No. R-413J
TRAFFIC RATED PULL BOX
 APPROVED BY: JF DATE: 1/2013



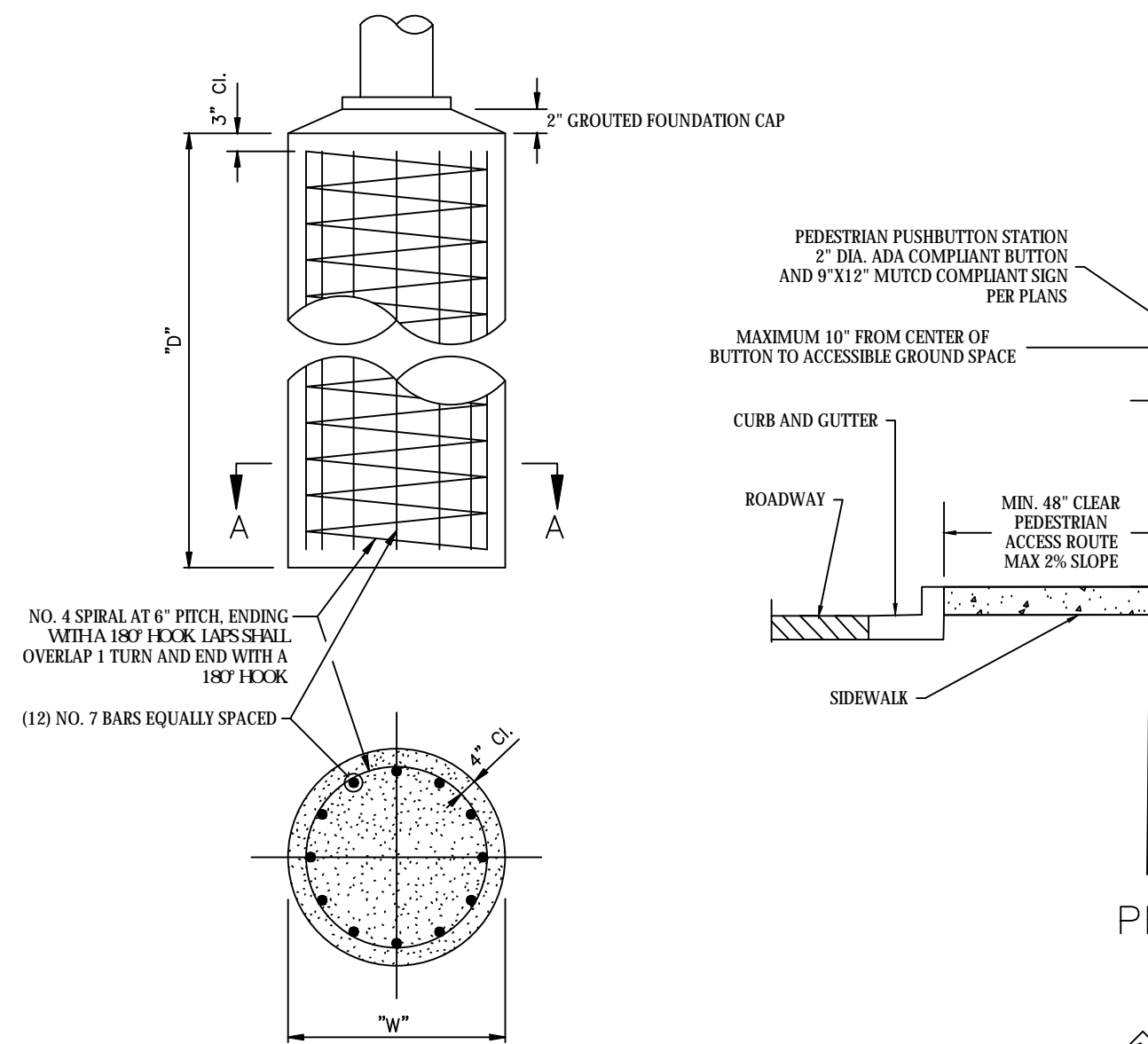
- NOTES:**
- ALL MATERIALS AND INSTALLATION PROCEDURES SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC), LATEST REVISION.
 - BEDDING MATERIAL SHALL CONFORM TO OWNING-UTILITY COMPANY REQUIREMENTS AS APPROVED BY THE CITY OF RENO. FOR CITY OWNED TRAFFIC AND LIGHTING UTILITIES, BEDDING MATERIAL SHALL BE CLASS A, COMPACTED TO MINIMUM 90% RELATIVE COMPACTION. MATERIALS SHALL CONFORM TO SSPWC SECTION 200.
 - CEMENT SLURRY BEDDING/BACKFILL SHALL NOT BE USED.
 - INSTALL LOCATE WIRE AND MULE TAPE FOR ALL FUTURE, UNUSED, OR FIBER-OPTIC CONDUITS. LOCATE WIRE SHALL BE 12 GAGE WIRE TERMINATED AT BOX & POLYESTER PULLING TAPE SHALL BE MULE TAPE OR APPROVED EQUAL.
 - ALL EXCAVATIONS SHALL CONFORM TO THE LATEST O.S.H.A. REQUIREMENTS.

STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION DRAWING No. R-404
TRAFFIC & LIGHTING CONDUIT TRENCH
 APPROVED BY: JF DATE: 1/2013

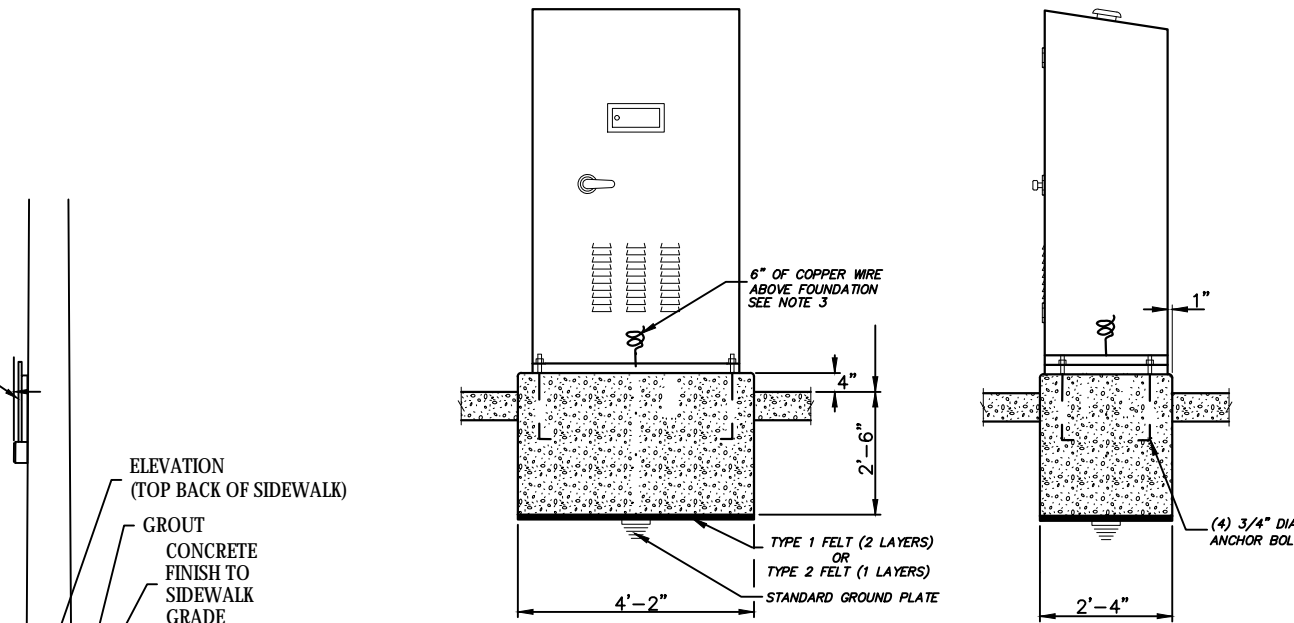
Underground Service Alert

Call: TOLL FREE 811/800 227-2600

TWO WORKING DAYS BEFORE YOU DIG



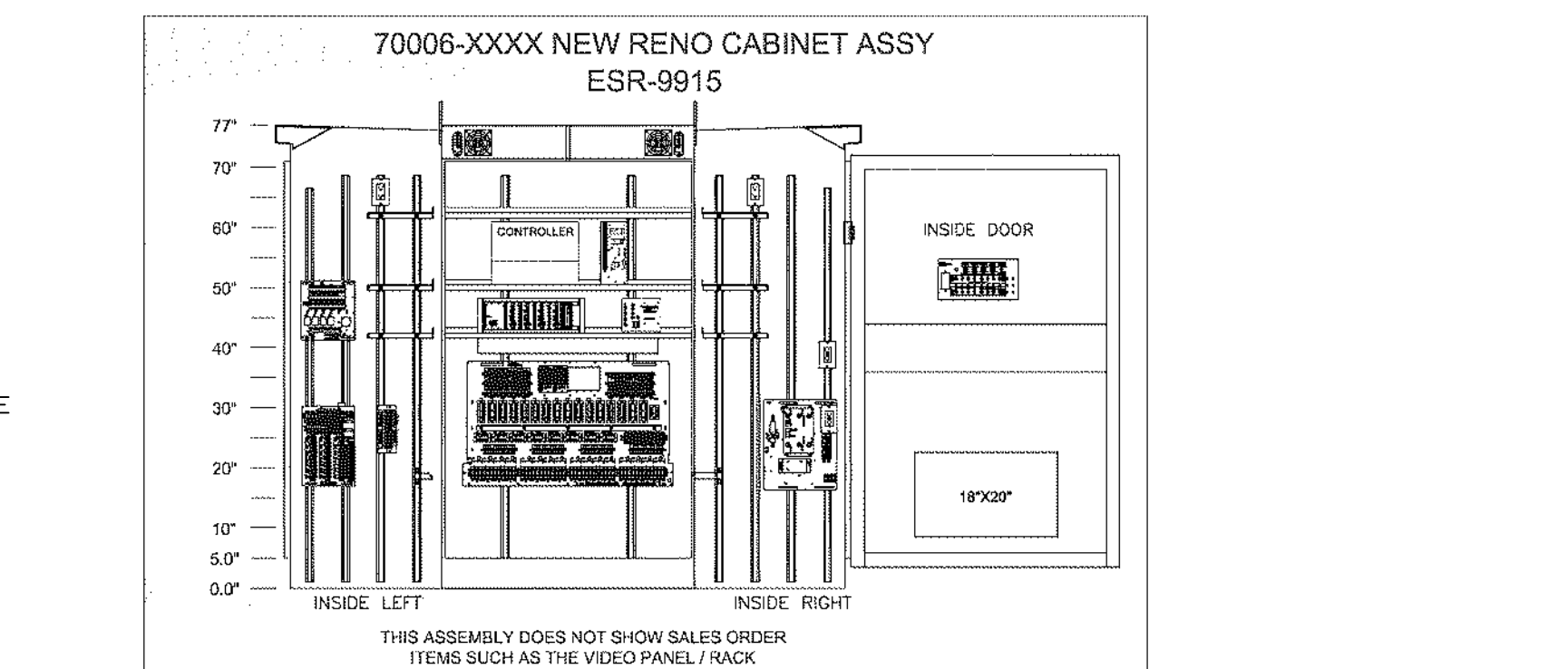
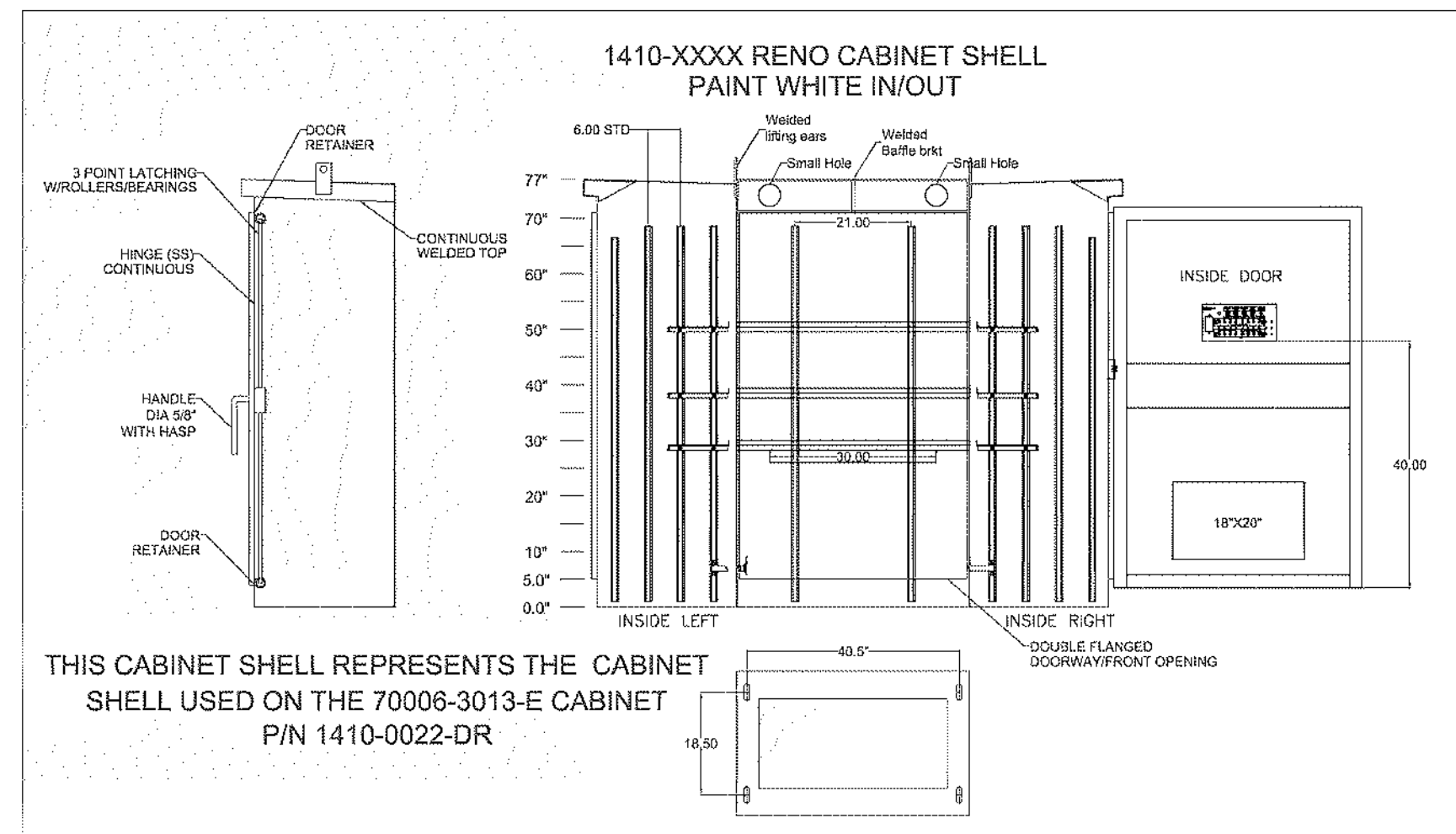
STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION DRAWING No. R-406A
POLE FOUNDATION DETAIL
 APPROVED BY: JF DATE: 8/2014



STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION DRAWING No. R-406B
NOTES - LOOP DETECTOR LAYOUT
 APPROVED BY: JF DATE: 8/2014

CONTROLLER CABINET SPECIFICATIONS:

- FURNISH AND INSTALL CITY OF RENO STANDARD CABINET WITH THE FOLLOWING DIFFERENCES FOR TS2 TYPE 1 FORMAT:
- TS2 TYPE 1 - 16 LOAD SWITCH BACKPANEL
 - ONE DETECTOR RACK WHICH WOULD INCLUDE:
 - 1 BIU
 - 16 CHANNELS OF DETECTION
 - WIRED FOR 2 CHANNEL DETECTOR CARDS ONLY (NOT 4 CHANNEL)
 - PREEMPTION CARD SLOTS WIRED FOR EITHER 2 - 2 CHANNEL PREEMPTION OR 1 - 4 CHANNEL PREEMPTION CARD
 - ALL EXISTING SWITCHES ON POLICE PANELS STAY THE SAME
 - ALL EXISTING SWITCHES ON THE INSIDE DOOR AUX PANEL STAY THE SAME EXCEPT FOR DETECTION TEST SWITCHES
 - LOOP INTERFACE PANEL HAVE TEST SWITCHES
 - 16 VEHICLE DETECTOR TEST SWITCHES
 - 4 PEDESTRIAN TEST SWITCHES
 - 4 PREEMPTION TEST SWITCHES
 - ADD LED LIGHTING INSTEAD OF THE FLUORESCENT LIGHT UNDER THE DOCUMENT DRAWER
 - REMOVE THE INCANDESCENT LIGHT FIXTURE AT THE TOP AND REPLACE IT WITH LED LIGHTING AT THE TOP OF THE CABINET
 - REMOVE THE PUNCH DOWN TERMINAL BLOCK
 - TS2 TYPE 2 CONTROLLERS SHALL BE FURNISHED AND INSTALLED SO THE TYPE 1 CABINET NEEDS THE A/C POWER ADAPTER TO CONVERT IT FROM TYPE 1 TO TYPE 2
 - CABINET LAYOUT:
 - KEEP THE POWER PANEL THE SAME
 - KEEP THE SHELF PLACEMENT THE SAME
 - KEEP THE HEIGHT OF THE PANEL MOUNTING THE SAME FROM THE FLOOR OF THE CABINET
 - KEEP THE SAME FILTER OPENING SIZE
 - SAME WHITE INSIDE AND OUT
 - SAME HINGE
 - SAME CABINET
 - OTHER MODIFICATIONS AS REQUIRED BY THE CITY OF RENO. CONTACT JOHN BAKER, CITY OF RENO, AT (775) 334-1270 TO CONFIRM REQUIREMENTS PRIOR TO ORDERING.



EXCEL ENGINEERING
 LAND PLANNING • ENGINEERING • SURVEYING
 440 STATE PLACE, ESPLANADE, CA 92009
 PH: (760) 46-8181 / (760) 95-1880

DESIGN: SKG
 DRAWN: SKG
 CHECK: LEC
 ISSUE DATE: _____
 ISSUE EDITOR: _____
 PILOT DATE: _____
 PILOT TIME: _____

NORTHERN NEVADA
 SIERRA MEDICAL CENTER
 TRAFFIC SIGNAL DETAILS

CITY OF RENO
 WASHOE COUNTY
 NEVADA

BLD20-04864E
 REVIEWED FOR CODE COMPLIANCE
 May 12, 2020

DRAWING
TR-2

76 OF 81 SHEETS

EXHIBIT "D"
(Letter of Approval)

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

June 14, 2021

Sean Applegate
Sparks Family Hospital, Inc.
2375 E. Prater Way
Sparks, NV 89434

Subject: Letter of Approval for Regional Road Impact Fee Waivers

Dear Mr. Applegate:

The Regional Road Impact Fee (RRIF) Administrators for the RTC and the City of Reno have reviewed and approved your application to receive RRIF waivers for the installation of the traffic signal at the Longley Lane / Barron Way intersection. A RRIF Offset Agreement for this work is being prepared and will be forwarded to the RTC Board and the City of Reno 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 Dale Keller, RTC Engineering Manager, at (775) 335-1827 should you have any questions regarding this subject.

Sincerely,

**REGIONAL TRANSPORTATION COMMISSION
RRIF ADMINISTRATOR**

DocuSigned by:

Brian Stewart

37C62E7331624CF...

Brian Stewart, P.E.
Engineering Director

**CITY OF RENO
RRIF ADMINISTRATOR**

DocuSigned by:

Michael Mischel

03A53ADC51CD415...

Michael Mischel, P.E.
City of Reno RRIF Administrator

BAS/DRK/yer

cc: Andrew Van Loy, Excel Engineering

File: RRIF Offset Agreement #533001

**EXHIBIT “E”
(The 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

SPECIAL TECHNICAL SPECIFICATIONS

1.01	INSPECTION AND TESTING	1.15	BRIDGE DECKS - Deleted
	1.01A <u>ASPHALT CEMENT</u>	1.16	SLURRY SEAL
	1.01B <u>BITUMINOUS PLANTMIX</u>	1.17	MICRO-SURFACE - Deleted
1.02	REMOVAL OF EXISTING IMPROVEMENTS	1.17A <u>GENERAL</u>	
1.03	TREE ROOT MITIGATION - Deleted	1.17B <u>CONTRACTOR PERSONNEL</u>	
1.04	SUBGRADE PREPARATION- Deleted	1.17C <u>MATERIAL</u>	
1.05	OVEREXCAVATION AND STABILIZATION - Deleted	1.17D <u>MIX DESIGN</u>	
1.06	GEOSYNTHETICS - Deleted	1.17E <u>PROPORTIONING</u>	
	1.06A <u>SEPARATION</u>	1.17F <u>MIXING AND SPREADING EQUIPMENT</u>	
	1.06B <u>STABILIZATION</u>	1.17G <u>PLACEMENT</u>	
	1.06C <u>REINFORCEMENT</u>	1.18	PAVEMENT MARKINGS
1.07	TRENCH EXCAVATION	1.18A <u>TRAFFIC PAINT</u>	
1.08	PIPE - Deleted	1.18B <u>THERMOPLASTIC</u>	
1.09	ROADBED MODIFICATION - Deleted	1.18C <u>RAISED MARKERS</u>	
1.10	AGGREGATE BASE - Deleted	1.19	FLEXIBLE MEDIAN ISLAND OBJECT MARKERS
1.11	CEMENT TREATED BASE - Deleted	1.20	CHANNELIZERS
	1.11A COMPOSITION OF MIXTURES	1.21	IMPACT ATTENUATOR - Deleted
	1.11B MIXING	1.22	TRAFFIC SIGNS
	1.11C SPREADING	1.23	TRAFFIC SIGNALS
	1.11D PROTECTION AND CURING	1.23A <u>LOOP DETECTORS</u>	
1.12	PORTLAND CEMENT CONCRETE	1.23B <u>TEMPORARY MODIFICATIONS DURING CONSTRUCTION</u>	
	1.12A COMPOSITION OF MIXTURES	1.23C <u>CAMERAS</u>	
	1.12B <u>SIDEWALK, CURB AND GUTTER</u>	1.24	UTILITY ADJUSTMENTS
	1.12C <u>THRUST BLOCKS</u>	1.24A <u>VERIFICATION OF DEPTH</u>	
	1.12D <u>RETAINING WALLS</u>	1.24B <u>UTILITY MANHOLE AND VAULT ADJUSTMENTS</u>	
	1.12E <u>PAVING</u>	1.24C <u>MANHOLE PROTECTION PLAN</u>	
	1.12F <u>UTILITY ADJUSTMENTS</u>	1.25	SURVEY MONUMENTS
1.13	DETECTABLE SURFACE WARNING TILES	1.26	CERTIFICATES OF COMPLIANCE
1.14	BITUMINOUS PLANTMIX		
	1.14A <u>COMPOSITION OF MIXTURES</u>		
	1.14B <u>PAVING</u>		
	I SPREADING AND FINISHING		
	II ACCEPTANCE		
	III MITIGATION		
	IV SPECIAL PAVING CONSIDERATIONS		
	V TACK COAT		
	VI LONGITUDINAL JOINTS		
	1.14C PERMANENT PATCHING		

1.01 INSPECTION AND TESTING

Quality Assurance testing and inspection will be provided by the Agency. Quality Control shall be the Contractor's responsibility. All samples shall be furnished by the Contractor without cost to the Regional Transportation Commission of Washoe County (hereinafter designated "RTC" and/or "Agency"). The Agency may waive sampling and testing if adequate information, properly certified, is available to indicate that materials comply with the terms of specifications. Any retests due to faulty workmanship or materials shall be paid for by the Contractor.

All materials furnished and work performed, shall be done in accordance with the "Standard Specifications for Public Works Construction" (hereinafter designated "Standard Specifications") sponsored and distributed by RTC, Churchill County, Carson City, the Cities of Reno and Sparks, the City of Yerington, and Washoe County, including addenda through February 29, 2012, except as modified within the "Special Technical Specifications" for XYZ (hereinafter designated "STS"); and in accordance with the "Standard Details for Public Works Construction" (hereinafter designated "Standard Details"), including updates through December 29, 2011, except as modified by the drawings for XYZ.

SPECIAL TECHNICAL SPECIFICATIONS

1.01A ASPHALT CEMENT

1. Sampling - During hot mix operations for all paving days, the Design Engineer’s designated representative shall obtain samples of all asphalt cement binders used to produce the bituminous mixture(s). During the pre-construction meeting the contractor shall provide the contact information for the certified plant representative that will be responsible for taking the asphalt cement samples. The Design Engineer’s designated representative shall contact the plant representative in advance of each paving day and coordinate the sampling in accordance with the plantmix production schedule. Asphalt cement samples shall be taken at the injection point for each “lot” (500 ton) of plantmix bituminous pavement. Plant personnel sampling bituminous material are required to be qualified in the WAQTC Asphalt Module or NAQTC Specialized Test AASHTO T40 (Sampling Bituminous Material). All sampling shall be witnessed by the Design Engineer’s representative. The plant representative shall properly label each sample which shall then be signed by both representatives.
2. Testing – Unless otherwise directed by the RTC Project Manager, the Design Engineer shall procure the testing of one of the samples from each paving day for compliance with Section 201 – “Bituminous Material” of the Standard Specifications at a laboratory certified to perform all required testing components.
3. **The sample to be tested shall be properly handled and sent to the State of Nevada Department of Transportation Materials Testing Laboratory, 1263 South Stewart Street in Carson City, Nevada.** The test result shall represent the binder material contained in all plantmix bituminous paving lots for the corresponding paving day. The remaining daily samples shall be stored at the Design Engineer’s designated laboratory throughout the duration of the Contractor’s warranty period.
4. Acceptance – Asphalt binder not conforming to Table 201.02-IV (PG64-28NV) of the Standard Specifications, Section 201 – “Bituminous Material” shall be assessed demerits in accordance with the following table:

TEST	LIMIT WITH TOLERANCE	REJECTION LIMIT	DEMERITS
Tests on Original Asphalt Cement			
Rotational viscosity (Pa.s)	3.21 Max.	3.50 Max.	21
Flash point, (°C)	222 Min.	163 Min.	21
Ductility (cm)	50 Min.	29 Min.	21
Toughness (Inch-lbs)	110 Min.	57 Min.	21
Tenacity (Inch-lbs)	75 Min.	22 Min.	21
Sieve Test (%)	1	10	21
Dynamic Shear (kPA)	0.90 Min.	0.75 Min.	21

SPECIAL TECHNICAL SPECIFICATIONS

Tests on Residue from Rolling Thin Film Oven			
Ductility (cm)	25 Min.	4 Min.	21
Dynamic Shear (kPA)	1.98 Min.	1.65 Min.	21
Average Mass Change (%)	1.00 Max.	1.01 Max.	31
Tests on Residue from Pressure Aging Vessel			
Dynamic Shear (kPA)	5500 Max.	6250 Max.	21
Stiffness Modulus (MPA)	330 Max.	375 Max.	21
Slope, m-value	0.290 Min.	0.245 Min.	21

Notes:

1. Demerits, up to the amount shown, shall be assessed for each test result that exceeds the "Limit with Tolerance."
2. The number of demerits assessed for each test result shall be calculated based on prorating the total demerits over the range from "Limit with Tolerance" to the "Rejection Limit."
3. The demerit/increment shall be multiplied by the difference between the noncompliant test result and the "Limit with Tolerance."
4. Demerit values for each test result will be rounded down to the nearest whole number.

The parties of the contract agree that damage will be sustained by the Agency in the event that the asphalt binder does not conform to the requirements of the specifications. In addition it is agreed that it is extremely difficult to quantify the actual damage the agency will sustain. Demerits will be used to determine mitigation that may include any necessary measures up to, and including, the assessment of liquidated damages or removal and replacement of the deficient material. The assessment of liquidated damages and the corresponding deduct from monies owed the contractor shall be in accordance with the schedule and corresponding notes below.

Total Number of Demerits	Liquidated Damage Dollar per Ton^{1,2}
1 – 2	10
3 – 5	20
6 – 9	30
10 – 14	50
15 – 20	100
21 - 30 ³	75% of the cost of the asphalt binder
31 - 40 ³	100% of the cost of the asphalt binder
41 or more ^{3,4}	100% + additional damages to be determined

Notes:

1. Liquidated damages will be assessed against the quantity (Tonnage) of asphalt binder used in the plantmix bituminous pavement represented by the sample tested.
2. The tons of asphalt binder shall be determined by multiplying the average of asphalt contents (by dry weight of aggregate) from all affected lots by the total tons of bituminous mixture placed.
3. Remove and replace material shown to have 21 or more demerits. Material removed shall not be paid for and all costs associated with removal shall be at the contractor's expense. Testing and inspection of replaced materials shall be as directed by the RTC Project Manager and all associated costs shall be at the contractor's expense. At the RTC Project Manager's option, materials having 21 or more demerits may be left in place and liquidated damages assessed at the percentage of asphalt binder cost shown. The cost of the asphalt binder used for assessing

SPECIAL TECHNICAL SPECIFICATIONS

- liquidated damages shall be \$675 per ton.
4. Liquidated damages as determined by the RTC Project Manager may be in excess of the cost of the asphalt binder.

Additional samples may be tested at the Contractor’s request and expense and following approval of the RTC Project Manager. Liquidated damages assessed due to deficient asphalt binder material may be in addition to any mitigation measures or penalties that may be determined by other sections of the specifications.

1.01B BITUMINOUS PLANTMIX

Subsection 336.03.04 - “Bituminous Mixtures” of the Standard Specifications, is herewith amended as follows:

1. On page 336.00-6, add the following to the fourth paragraph at the bottom half of the page regarding cores and cut samples:

Measure single core or cut sample in accordance with ASTM D3549, latest version, to the nearest 0.05" and report to the nearest 0.05" per the following examples:

Individual Measurements		
Using Apparatus Capable of 2 Decimal Places	Using Apparatus Capable of 1/16 Inch	Reported Thickness After Rounding
2.23" to 2.27"	2-4/16" = 2.250"	2.25"
2.28; to 2.32"	2-5/16" = 2.313"	2.30"
2.33" to 2.37"	---	2.35"
2.38" to 2.42"	2-6/16" = 2.375"	2.40"
2.43" to 2.47"	2-7/16" = 2.438"	2.45"
2.48" to 2.52"	2-8/16" = 2.500"	2.50"

For purpose of acceptance and mitigation, the average of the rounded thickness measurements of the 3 cores or cut samples for each lot shall be reported to the nearest 0.1". A number ending in 0.05" shall be rounded up. For example, both 2.35" and 2.40" are rounded to 2.4".

2. On page 336.00-7, delete the fourth paragraph and replace as follows:

One fresh, hot sample of the bituminous mixture (HMA) for each “lot” shall be tested for conformance with the mix design test properties as required by STS 1.14A BITUMINOUS PLANTMIX, and in accordance with ASTM D2041, as qualified in the Standard Specifications.

Fresh, hot samples are defined as the samples obtained during construction, transported to the laboratory, molded and compacted on the same day. Reheating is allowed only for restoring heat lost, if any, during transport to the laboratory

SPECIAL TECHNICAL SPECIFICATIONS

and sample preparation. Refer to Note under item 4 below (STS 1.01B BITUMINOUS PLANTMIX - Item 4, “Preparing Field Sample”) regarding limitations on test results from reheated archived samples.

3. On page 336.00-7 under Subsection 336.03.04.01 - “Sampling” of the Standard Specifications, add the following sentence to the first paragraph:

When samples are obtained by two testing laboratories, the samples shall be split from a single sample or taken at the same time and at locations immediately adjacent to each other.

4. On page 336.00-7 under Subsection 336.03.04.02 - “Preparing Field Sample”, of the Standard Specifications, delete the second and third paragraphs and replace as follows:

If the temperature of the HMA is below the approved mix design’s compaction temperature, the temperature of the HMA shall be recorded and the sample shall be reheated to the approved mix design’s compaction temperature. Heating samples should be done by placing the sample in a covered container in an oven for a maximum of one hour or placing the sample in a mixing bowl on top of a hot plate or propane stove, for a maximum of 10 minutes, and continuously mixed until compaction temperature has been reached. Samples shall be discarded if burned during reheating.

Note: Samples well below the compaction temperature may require additional heating time. Reheating of samples beyond the maximums specified is not desirable. In such instances, new samples should be taken in the field, if possible. If this is not possible and samples must be reheated beyond the specified maximums, the test results from reheated archived samples shall not be used for direct comparison with results from tests on hot, fresh samples but only for relative comparisons.

1.02 REMOVAL OF EXISTING IMPROVEMENTS

This section covers the construction methods involved in removing existing improvements.

Existing Portland cement concrete (PCC) improvements shall be removed to neatly sawed edges with sawcuts made to a minimum depth of 1½ inches. No section to be replaced shall be smaller than 30 inches in length. Curb and gutter shall be sawed to depth of 1½ inches on a neat line at right angles to the curb face.

Removal of the curb and gutter shall include all existing composite material from back of curb to 12-inches in front of the lip of the gutter. The contractor shall be required to achieve a vertical, neat line in a location appropriate for the method of curb and gutter placement chosen. The Contractor shall match the existing top of curb and maintain the uniform flow line of the gutter. If a uniform flow line does not exist, the Contractor shall establish a uniform flow line as directed by the Design Engineer.

Bituminous pavement shall be removed to clean straight lines by sawcutting where the removal of existing improvements does not include the total amount of paving encountered. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be trimmed to neat straight lines at least

SPECIAL TECHNICAL SPECIFICATIONS

9 inches wider than the trench on each side before resurfacing to insure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials. Where new pavement is to adjoin existing bituminous or concrete pavements, the existing pavement shall be sawcut or blade-cut straight.

It shall be the Contractor's responsibility to protect the integrity of the edge of pavement adjacent to the removal section.

The Contractor shall remove all existing improvements to the required depth by a method that does not damage the subgrade. Pneumatic wheel construction equipment, including, but not limited to, trucks, loaders, excavators and scrapers, will not be allowed on the exposed subgrade within the roadway section. Should the Contractor fail to utilize necessary caution to protect the subgrade or allow pneumatic wheel construction equipment on the subgrade within the roadway section after the existing surface has been removed; all overexcavation and deep stabilization shall be at the Contractor's expense.

The Contractor shall take all necessary precautions to protect existing landscaping, which may be disturbed during the execution of the work. All restoration work shall be in accordance with the applicable provisions of Section 333 – "Landscaping" of the Standard Specifications, or as specified herein.

Where lawn or landscape with topsoil has been disturbed, contaminated, or removed, the Contractor shall replace the topsoil with an imported, high quality garden topsoil to a minimum depth of 3 inches; with minimal compaction. Areas of concern may include, but are not limited to, landscaping adjacent to sidewalks, curbs and gutters, driveways, and alleys. The topsoil shall conform to Section 200.08 – "Topsoil" of the Standard Specifications.

Existing improvements; adjacent property; utilities and other facilities; and trees and plants that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations.

The Contractor shall notify the U.S. Postal Service to coordinate all mailbox relocation.

Any existing improvements, including, but not limited to, retaining walls, adjacent property, utilities, sprinkler systems, signs, other facilities or appurtenances, trees and plants, which are damaged or displaced as a result of the Contractor's operation shall be replaced or restored to the original position and condition prevailing prior to start of operations at the Contractor's own expense unless otherwise directed by the RTC Project Manager or Design Engineer. In addition, removal of existing improvements shall be done in accordance with the provisions of Section 300.04 - "Protection of Utilities and Underground Facilities" of the Standard Specifications.

1.07 TRENCH EXCAVATION

Subsection 305.02 - "Maximum Length of Open Trench" of the Standard Specifications, is herewith amended as follows:

1. Add the following paragraph:

Unless otherwise directed by the Design Engineer and approved by the Agency, there shall be no unprotected open trench remaining at the end of the working day. At the end of the working day, any open trench shall be protected by plating or other means approved by the Design Engineer and the Agency.

1.12 PORTLAND CEMENT CONCRETE

1.12A COMPOSITION OF MIXTURES

The Contractor shall submit in writing for approval a mix design conforming to the requirements of Subsection 337.01 - "General" of Section 337 - "Composition of Mixtures" of the Standard Specifications. All Portland Cement Concrete, unless otherwise indicated, shall have a coarse aggregate gradation conforming to Size No. 67 in Subsection 200.05.03 - "Coarse Aggregates" of the Standard Specifications. Cement shall be Type II.

If the Contractor submits a written request to use Size No. 57 in lieu of Size No. 67, and if the Agency approves this request, then air entrainment shall be adjusted to conform to ACI requirements for severe conditions.

1.12B SIDEWALK, CURB AND GUTTER

Concrete used for curbs, gutters, sidewalks, pedestrian ramps, and driveway aprons shall conform to the requirements of Subsection 337.10.01.01 - "Portland Cement Concrete Exposed to Freeze-Thaw Cycles" of the Standard Specifications and shall be reinforced with collated, fibrillated polypropylene fibers conforming to the requirements of Subsection 202.02.02.04 - "Polypropylene Fibers" of the Standard Specifications, at 1.5 pounds per cubic yard of concrete.

Subsection 312.10.02 - "Sidewalk Surface" of the Standard Specifications is herewith amended as follows:

1. Add the following paragraphs:
 - a) When a 10-foot straightedge is placed on the sidewalk, curb, or gutter, the surface shall not vary more than ¼ inch from the edge of the straightedge, except at grade changes.
 - b) Curbs at pedestrian ramps shall **not** be placed monolithically with pedestrian ramps.

1.12C THRUST BLOCKS

Portland Cement Concrete used for thrust blocks shall have a minimum compressive strength of 3000 psi when tested at 28 days and have a 1 to 4 inch slump.

Thrust blocks shall be installed such that they bear against the pipe fitting on one side and against the undisturbed earth on the other side. The Contractor shall provide anchor blocks and support blocks on vertical bends.

Thrust block concrete shall not obstruct the removal of bolts from fittings. Concrete shall be prevented from adhering to the fittings. Either a liquid bond breaker shall be applied to the fitting, or an impervious membrane shall be used.

1.12D RETAINING WALLS

Concrete used for retaining walls shall conform to the requirements of Subsection 337.10.01.01 – “Portland Cement Concrete Exposed to Freeze-Thaw Cycles” of the Standard Specifications.

1.12E PAVING

1.12F UTILITY ADJUSTMENTS

Concrete used for utility adjustments shall conform to the requirements of Subsection 337.10.01.01 – “Portland Cement Concrete Exposed to Freeze-Thaw Cycles” of the Standard Specifications and shall be reinforced with collated, fibrillated polypropylene fibers conforming to the requirements of Subsection 202.02.02.04 – “Polypropylene Fibers” of the Standard Specifications, at 1.5 pounds per cubic yard of concrete.

The concrete used for utility adjustments shall be protected until a minimum compressive strength of 3,000 psi is attained. The RTC Project Manager shall approve the method of protection

1.13 DETECTABLE SURFACE WARNING TILES

1. The detectable surface warning tiles shall consist of precast tiles with a minimum size of 2' x 2', color dark red. Approved products include: CASTinTACT, TEKWAY DOME-TILES, ARMOR CAST WET SET TILES, and ARCIS WET SET TILES. Detectable surface warning tiles shall be constructed per manufacturer's installation guidelines and conform to ADAAG standards.
2. Proposed Substitution products are to be submitted for approval in accordance with provision 22 of the Instruction To Bidders, page ITB-4, within these documents. In order to be considered, submittal packages for alternate truncated concrete dome materials must be prepared and submitted in accordance with the requirements of STS 1.13 DETECTABLE SURFACE WARNING TILES.
3. The Contractor shall check the prefabricated panels upon delivery to verify that the proper material has been received. The panels shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping, or handling.
4. The prefabricated panels shall be installed in accordance with the Reno Standard Details and the manufacturer's recommendations.
6. Submittals shall include the following:
 - a) The product data sheet and certification from the Manufacturer that the prefabricated detectable surface warning tile panels supplied meets the requirements of STS 1.13 DETECTABLE SURFACE WARNING TILES; and
 - b) The manufacturer's installation instructions and general recommendations.

1.14 BITUMINOUS PLANTMIX

Bituminous Plantmix shall conform to the requirements of Section 320 - “Plantmix Bituminous Pavement” of the Standard Specifications, except as modified herein.

The Contractor shall submit in writing for approval a job mix formula conforming to Subsection 320.02 – “Composition of Mixtures” of the Standard Specifications. Type 2 aggregate conforming to Subsection 200.02.03 – “Plantmix and Roadmix Aggregate” shall be used unless otherwise specified. Preparation of the aggregates shall be in accordance with the Marination Method described in Subsection 401.03.08 – “Preparation of Aggregates”, of the Nevada Department of Transportation Standard Specifications for Road and Bridge Construction.

Unless otherwise approved by the Agency, Asphalt Cement shall be PG64-28NV for the full depth for all paving on this project. Asphalt binders shall conform to the requirements of Section 201 - “Bituminous Material” of the Standard Specifications.

1.14A COMPOSITION OF MIXTURES

Subsection 320.02.01 - “Job Control Grading Band” of the Standard Specifications, is herewith amended as follows:

1. Amend the gradation and asphalt cement content table as follows:

	Maximum Tolerance
Aggregate passing No. 4 and larger sieves	±7 percent
Aggregate passing No. 8 to 100 sieves	±4 percent
Aggregate passing No. 200 sieve	±2 percent
Asphalt content	-0.2% to +0.7% of total weight of mix

2. Delete the third paragraph of Subsection 337.04.01 – “Composition of Mixtures” of the Standard Specifications and replace as follows:

The optimum asphalt cement content shall be determined to 0.1 percent, by total weight of mix and dry weight of aggregate, in accordance with the Asphalt Institute’s Manual Series No. 2 (MS-2) with a target value of 3% Air Voids for light traffic conditions (design Equivalent Single Axle Load (ESAL) < 10⁴) and 4% Air Voids for medium and heavy traffic conditions (design ESAL > 10⁴). The Contractor shall use a 75-blow Marshall mix design for all streets on this project, except a 50-blow Marshall mix design for *medium/light traffic conditions shall be used on the following streets: *. The mix design and project control samples shall conform to MS-2 Table 5.2 - Marshall Mix Design Criteria as modified in STS Table 1.14A-1.

SPECIAL TECHNICAL SPECIFICATIONS

STS Table 1.14A-1: Modified MS-2 Table 5.2 - Marshall Mix Design Criteria

	Light Traffic² Surface & Base		Medium Traffic² Surface & Base		Heavy Traffic² Surface & Base	
Marshall Method Mix Criteria ¹						
Compaction, Number of Blows, Each End of Specimen	50*		50		75	
Stability (pounds)	1,200 Min.*		1,200 Min.		1,800 Min.	
Flow (0.01 inches)	8 Min.	16 Max.*	8 Min.	16 Max. ⁽⁸⁾	8 Min.	14 Max. ⁽⁸⁾
Air Voids (percent)	2 Min.*	4 Max.*	3 Min.	5 Max.	3 Min.	5 Max.
Voids in Mineral Aggregate (percent)	See STS Table 1.14A-2 : MS-2 Table 5.3					
Voids Filled With Asphalt (percent)	70	80	65	78	65	75

Notes:

1. All criteria, not just stability value alone, must be considered in designing an asphalt paving mix. Hot mix asphalt bases that do not meet these criteria when tested at 140 °F are satisfactory if they meet the criteria when tested at 100 °F and are placed 4 inches or more below the surface.
 2. Traffic classifications
 Light Traffic conditions resulting in a Design ESAL < 10⁴
 Medium Traffic conditions resulting in a Design ESAL between 10⁴ and 10⁶
 Heavy Traffic conditions resulting in a Design ESAL > 10⁶
 3. Laboratory compaction efforts should closely approach the maximum density obtained in the pavement under traffic.
 4. The Flow value refers to the point where the load begins to decrease.
 5. The portion of asphalt cement lost by absorption into the aggregate particles must be allowed for when calculating percent air voids.
 6. Percent air voids are calculated at the target value.
 7. Percent voids in the mineral aggregate are to be calculated on the basis of the ASTM bulk specific gravity for the aggregate.
 8. Upon approval of Agency, flow may exceed the maximum value when polymer modified binders are used.
- * Indicates modified value from MS-2 Table 5.2.

SPECIAL TECHNICAL SPECIFICATIONS

STS Table 1.14A-2: MS-2 Table 5.3 - Minimum Percent Voids in Mineral Aggregate (VMA)

Nominal Maximum Particle Size (inches) ^{1, 2}	Voids Filled in Mineral Aggregate (percent), Min.		
	Design Air Voids (percent) ³		
	3.0	4.0	5.0
No. 16	21.5	22.5	23.5
No. 8	19.0	20.0	21.0
No. 4	16.0	17.0	18.0
3/8	14.0	15.0	16.0
1/2	13.0	14.0	15.0
3/4	12.0	13.0	14.0
1	11.0	12.0	13.0
1-1/2	10.0	11.0	12.0
2	9.5	10.5	11.5
2-1/2	9.0	10.0	11.0

Notes:

1. Standard Specifications for Wire Cloth Sieves for Testing Purposes.
2. The nominal maximum particle size is one size larger than the first sieve to retain more than 10 percent.
3. Interpolate minimum voids in the mineral aggregate (VMA) for design air void values between those listed.

1.14B PAVING

I SPREADING AND FINISHING

Subsections 320.03 - “Construction” and 320.05 - “Spreading and Finishing” of the Standard Specifications, are herewith amended as follows:

1. Add the following subsection:

320.03.03.01 Automatic Controls. Pavers placing the final lift of the plantmix bituminous pavement for any uniform roadway section shall be equipped with an automatic control system capable of operating in conjunction with either a ski type device of not less than 30 feet in length or a taut wire set to grade. Automatic controllers are required on each side of the paver for the final lift of the plantmix bituminous pavement.

Where a paver is matching longitudinal joints, a joint matcher ski running on automatic controls is required.

The Contractor shall furnish all equipment required and shall install all stakes and wire required for the wire system.

SPECIAL TECHNICAL SPECIFICATIONS

2. Add to the introductory paragraph of Subsection 320.05 - “Spreading and Finishing” of the Standard Specifications as follows:

Refer to STS 1.14B| SPREADING AND FINISHING - Item 1, designated as Subsection 320.03.03.01 - “Automatic Controls” of the Standard Specifications, for automatic controls requirement for bituminous pavers.

3. Add to the fourth paragraph of Subsection 320.05 - “Spreading and Finishing” of the Standard Specifications as follows:

In other areas where mechanical spreading and finishing equipment is used, loose plantmix material shall not be broadcast across the mat to repair surface irregularities. Instead, the irregular surface material shall be removed and replaced with mix, which shall be placed gently on the surface and large aggregate raked off the surface and removed before rolling. At joints, bituminous material at the edges of pavement shall be pushed back off the adjoining pavement, and the edge “pinch” rolled to provide a tight, flush joint. Loose aggregate at the edges of the pavement mat shall not be pushed across the mat with the rake and rolled into the mat, but instead will be raked off the mat and removed before rolling.

4. Add the following paragraphs after the second paragraph in Subsection 320.05.02 - “Joints”:

*|The Contractor shall minimize the number of transverse joints in the final lift of pavement in any particular roadway segment.

“Hot” joints are joints where adjacent paving lifts are placed during the same work shift, when previously placed pavement is relatively “hot”. Joints constructed otherwise are considered “Cold” joints.

All TOP LIFT longitudinal joints shall be “Hot” joints unless otherwise approved or directed by the Agency or Design Engineer.

All “Cold” longitudinal joints directly below the TOP LIFT (final course of bituminous dense-grade pavement) shall be sawcut back a minimum of six (6) inches horizontally and to full depth of the lift, but not to exceed the depth of the lift.

For all sawcut joints, TOP LIFT or otherwise, a tack coat of asphaltic emulsion shall be applied to the contact surface prior to placement of the abutting lift.

The RTC reserves the right to sample cores directly at pavement joints to determine if workmanship (good in-place densities and absence of excessive voids and segregation) is acceptable within the joints.

II ACCEPTANCE

Subsection 320.06 - "Acceptance" of the Standard Specifications, is herewith amended as follows:

1. Delete the introductory paragraph and replace as follows:

Plantmix bituminous pavement shall be accepted on the basis of surface tolerance, density, thickness, surface texture, conformance with the tolerances of the job mix formula, and the Marshall properties required in this subsection and in accordance with the testing requirements of Section 336 - "Inspection and Testing" of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING.

2. Delete the second paragraph of Subsection 320.06.01 - "Surface Tolerances" of the Standard Specifications and replace as follows:

Surface tolerances shall be evaluated, as specified in the Bid Item, by either method as described in STS 1.14Bii ACCEPTANCE - Items 3 or 4, designated as Subsection 320.06.01.01 - "Profilograph Method" and Subsection 320.06.01.02 - "12-foot Straight Edge Method," respectively.

- 3.

4. Add the following subsection:

320.06.01.02 12-foot Straight Edge Method.

- a) A 12 feet long straight edge shall be used. When measured longitudinally (profile), the straight edge shall be laid on the finished surface and parallel with the centerline of the roadway. For transverse (cross section) measurements, the straight edge shall be laid in a direction transverse to the centerline and extending from edge to edge of a 12 foot traffic lane.

The RTC may use a profilograph to locate pavement surfaces which display unacceptable surface tolerance. Profilograph measurement shall be in accordance with STS 1.14Bii ACCEPTANCE - Item 3 (a), designated as a portion of Subsection 320.06.01.01 - "Profilograph Method." Once identified, the conformance criterion will remain as specified below in Item 4 (b), designated as a portion of Subsection 320.06.01.02 - "12-foot Straight Edge Method," that is, not subject to the conformance criterion listed for the profilograph method.

- b) The longitudinally (profile) surface shall not vary more than 1/8 inch from the lower edge of the straightedge. The transverse (cross section) slope of the finished surface shall be uniform to a degree such that no depressions greater than 1/4 inch are present. The finished grade of the asphalt surface shall vary no more than 5/8 inch from design finished grade in both profile and cross section.

SPECIAL TECHNICAL SPECIFICATIONS

Grinding shall be done in accordance with STS 1.14B^{III} MITIGATION - Item 3, designated as Subsection 320.07.01.01 - “Grinding for Conformance of Surface Tolerances.”

5. Delete Subsection 320.06.03 - “Thickness” of the Standard Specifications and replace as follows:

320.06.03 Thickness. Cut samples taken in accordance with Section 336.03.04 - “Asphalt Concrete” of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING shall be used to determine conformance with thickness specifications. The average thickness of cores shall be at least equal to the specified minimum thickness of the asphalt concrete pavement with no single core less than ½ inch thinner than the specified minimum thickness. Both average and single core thickness shall be compared to the specified thickness to the nearest 0.1 inch.

6. Add the following subsection:

320.06.04 Surface Texture. The finished texture of wearing course paving constructed using dense graded bituminous plantmix shall be dense and uniform in appearance, displaying a homogeneous distribution of fine and coarse aggregate with no apparent surface voids.

7. Add the following subsection:

320.06.05 Job Mix Formula and Marshall Properties. Bituminous plantmix will be tested for compliance with the job mix formula and Marshall properties on a “lot” basis. A lot is as defined in Subsection 320.06.02 - “Density” of the Standard Specifications. Each lot will be tested for job mix formula and Marshall properties compliance.

Each lot of compacted pavement will be accepted, with respect to job mix formula and Marshall properties, when test results on fresh, hot samples conform to the requirements set forth in Subsection 320.02 - “Composition of Materials” and as modified in STS 1.14 BITUMINOUS PLANTMIX, including but not limited to, Marshall air voids, stability, flow, asphalt content, and aggregate gradation. Testing shall be in accordance with Subsection 336.03.04 - “Asphalt Concrete” of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING.

III MITIGATION

Subsections 320.07 - “Mitigation of Unacceptable Asphalt Concrete Pavement” and 320.09 - “Basis of Payment” of the Standard Specifications, are herewith amended as follows:

1. Add an introductory paragraph and a second paragraph for Subsection 320.07 - “Mitigation of Unacceptable Asphalt Concrete Pavement” of the Standard Specifications as follows:

320.07 MITIGATION OF UNACCEPTABLE ASPHALT CONCRETE PAVEMENT. The objective of mitigation is to assure the final pavement will meet the design service life of the roadway. Those portions of the constructed work which do not comply with contract specifications, as determined in accordance with Subsection 320.06 - "Acceptance" of the Standard Specifications and as modified in STS 1.14B^{II} ACCEPTANCE, shall be mitigated in such a manner that the performance, service life, and maintainability expectations of the originally specified project will be achieved. Payment penalties in lieu of mitigation shall be considered as a last resort and utilized only in those cases where mitigation to achieve the expected performance, service life, and maintainability is deemed by the Agency to be not possible or practical. Most paving projects affected will exhibit a variety in the type and magnitude of deficiencies that will result in a variety of mitigation approaches which may include combinations of various physical mitigation measures and payment penalties. The Agency, at its option, will decide the appropriate mitigation measures with input from the Design Engineer, testing laboratory, and Contractor.

In the event pavement mitigation is necessary to correct deficiencies, the RTC may direct the Contractor to perform some or all pavement mitigation after normal business hours, at night, and/or on weekends, to minimize impacts sustained by the public, at the Contractor's own expense.

2. Amend Subsection 320.07.01 - "Unacceptable Surface Tolerance" of the Standard Specifications as follows:

320.07.01 Unacceptable Surface Tolerances. Unacceptable surface tolerance shall be corrected by either overlaying or grinding as directed by the Agency or Engineer. Grinding shall be done in accordance with STS 1.14B^{III} MITIGATION - Item 3, designated as Subsection 320.07.01.01 - "Grinding for Conformance of Surface Tolerances."

Apply fog or slurry seal to ground areas after the surface tolerance specifications have been met. The Agency shall determine the type of sealant to be used.

In areas to be corrected with an overlay, grinding, followed by tack coat, may be necessary to provide a minimum 1½ inch overlay and butt joints where matching existing pavements.

3. Add the following subsection:

320.07.01.01 Grinding for Conformance of Surface Tolerances. The grinding machine for correcting pavement surface tolerances shall be power driven, self-propelled and specifically designed to remove, profile, smooth, and texture hot mix asphalt. The Contractor shall use a grinding machine with a wheel base of not less than 12 feet, equipped with a rotating powered mandrel drum studded with diamond blades with a cutting head not less than 3 feet wide. The grinding machine shall be equipped with an effective means for controlling dust and other particulate matter.

Do not cause strain or damage to the underlying surface of the pavement with the

SPECIAL TECHNICAL SPECIFICATIONS

grinding machine. Do not use grinding and texturing equipment that causes raveling, aggregate fractures, spalls, or disturbance of joints.

The Contractor shall perform grinding in a longitudinal direction. A satisfactorily ground surface will produce a uniform textured surface over the surface areas designated for grinding.

The surface of the ground pavement shall have parallel corduroy-type texture consisting of grooves between 1/12-inch and 1/8-inch wide. The peaks of the ridges shall be approximately 1/16-inch higher than the bottom of the grooves with approximately 52 to 58 evenly spaced grooves per foot.

The Contractor shall perform additional grinding as necessary to extend the ground area laterally to the nearest lane line or edge of pavement and longitudinally to lines normal to the pavement centerline.

The Contractor shall correct areas that cannot be brought into specified surface tolerances by abrasive grinding by both removal and replacement, or by placing an overlay of hot mix asphalt. The Contractor shall obtain approval of the exact method of correction.

Fog or slurry seal shall be applied to ground areas after the surface tolerance specifications have been met. The Agency shall determine the type of sealant to be used.

4. Delete Subsections 320.07.02 - "Unacceptable Density" and Table 1 in Subsection 320.09 - "Basis of Payment" of the Standard Specifications and replace as follows:

320.07.02 Guideline for In-place Density/Air Voids. The RTC and the Design Engineer will consider STS Table 1.14BIII-1 or 1.14BIII-2 "Asphalt Deficiency Mitigation Matrix for In-place Density/Air Voids", as applicable for the design traffic conditions, input from the Contractor, and sound engineering analysis and judgment before requiring mitigation (i.e. removal and replacement, increased thickness, or surface treatment) and/or payment deduction (if mitigation is not practical or possible) for plantmix bituminous pavement which deviates from specification requirements. Since the matrix does not include all factors and site conditions which may affect the overall performance of the pavement, the RTC may, upon consideration of the specific circumstances, increase, reduce or waive mitigation and/or payment reduction, or combine portions of mitigation and payment reduction.

If the RTC makes a preliminary determination that mitigation, and/or payment deduction is necessary on the basis of In-place Density/Air Voids, the Contractor may submit a written request to RTC for retests. The retests shall be in accordance with Section 336 - "Inspection and Testing" of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING. The retests may be performed by the Agency's quality assurance laboratory or by any other approved, independent testing laboratory (the Contractor shall request the laboratory in writing for RTC approval).

SPECIAL TECHNICAL SPECIFICATIONS

Retests shall be undertaken at the Contractor's own expense. If the results of any retests are significantly different from initial testing, a "referee" test will be performed by an independent testing lab, which is mutually acceptable to the RTC and the Contractor. The RTC may waive the "referee" test if after consulting with the Design Engineer it is determined that the "referee" test is unnecessary. Fifty percent of the cost of "referee" tests shall be paid by the RTC and 50 percent shall be paid by the Contractor. The RTC may elect to make full payment and deduct the Contractor's 50 percent from progress or final payment to Contractor. The RTC will make a final determination regarding mitigation and/or payment reduction based upon the preponderance of test results and other factors.

5. Delete subsection 320.07.03 Unacceptable Thickness and replace as follows:

320.07.03 Unacceptable Thickness. Insufficient thickness not meeting the requirements of subsection 320.06.03 – “Acceptance – Thickness” – shall be mitigated as follows:

Thickness	Mitigation
4” - 3.76”	20% pay deduct for top lift paving
3.75” – 3.51”	50% pay deduct for top lift paving
≤ 3.5”	Remove top lift & replace or add a 1.5” Type 3 overlay

For mitigation purposes in this subsection, the thickness will be the average of all cores taken, and the cost of the top lift paving is \$0.60 per square foot per one inch of thickness.

The overlay mitigation option is allowable only at where there is no curb and gutter. Grinding may be necessary to eliminate the problems associated with raising of finish grade as determined by the governing Agency or Engineer, but in all cases, the perimeter of the corrective overlay shall be placed as a flush butt-joint formed by grinding of existing pavement abutting the overlay.

6. Add the following subsection:

320.07.04 Unacceptable Surface Texture. Unacceptable surface texture shall be mitigated as directed by the Agency. Required mitigation may include any necessary measures up to, and including, removal and replacement of the deficient material. If correction of surface texture results in a visually non-uniform pavement surface, the Contractor may be required to restore the pavement surface to a uniform visual appearance as directed by the Agency. Such measures shall be done at the Contractor’s own expense.

7. Add the following subsection:

320.07.05 Guideline for Job Mix Formula and Marshall Properties. If the compacted pavement is not in compliance with the job mix formula and all Marshall properties, mitigation shall be as directed by the Agency. Due to the complexity of the deficiency matrix, it is impossible to have a mitigation table

SPECIAL TECHNICAL SPECIFICATIONS

which covers all possible combinations of the deficiencies and all factors and site conditions which may affect the overall performance of the pavement; therefore, the RTC shall evaluate the deficiency on a case by case basis and may require any necessary measures ranging from payment deductions to removal and replacement of the deficient materials, or any combination of the mitigation measures.

The RTC may consider test results from the Contractor's quality control laboratory if submitted, provided that the sampling and testing are performed, using split samples with the Agency's quality assurance laboratory, in accordance with Section 336 - "Inspection and Testing" of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING.

SAMPLE

STS Table 1.14BIII-1
Asphalt Deficiency Mitigation Matrix for In-place Density/Air Voids
Light Traffic Conditions (see Note 4)

The objective of the mitigations listed on the table below is to assure the final pavement will meet the design service life of the roadway. Reductions in payment do not achieve that goal and should be considered only if mitigation is not possible or practical. The mitigation table is an attempt to provide uniformity and fairness to the evaluation process of substandard pavements. Most paving projects affected will exhibit a variety in the type and magnitude of deficiencies that will result in a variety of mitigation approaches. The appropriate mitigation requires sound engineering analysis and judgment. The Agency will, at its option, decide the appropriate mitigation measures with input from the Design Engineer, testing laboratory, and the Contractor.

	Marshall Compaction % (Note 5)	In Place Air Voids % (Rice) (Note 6)	Increase Thickness (Notes 7&8)		Surface Seal (Note 8)			Remove Replace	Payment (Note 8)		
			1"	1-1/2"	Sand Seal	Slurry Seal	Sand Blotter		100%	90%	50%
WEARING	≥ 96	<2			X (A)				X(A)	X	
		≥2 & ≤7						X			
	>7 & ≤10			X	X			X			
	>10		X	X(A)	X(B)		X		X(A, B)		
WEARING	< 96 & ≥ 93	≥ 4 & ≤ 7							X		
		>7 & ≤10		X						X	
		>10		X(A)				X		X(A)	
	< 93							X			
NON-WEARING	≥ 96	<2							X	X	
		≥2 & ≤7						X			
	>7 & ≤10		X						X		
	>10		X							X	
NON-WEARING	<96 & ≥ 93	≥4 & ≤7							X		
		>7 & 10		X						X	
		>10		X				X		X(A)	
	< 93							X			

Notes:

- Each 'X' represents a recommended mitigation remedy. Several X's for a single deficiency indicate alternate methods of remediation unless noted otherwise. Individual judgment must be exercised by the RTC Project Manager on each specific project.
- Each 'X' labeled either (A) or (B) represents a combination of mitigation remedies listed as group (A) or group (B).
- See STS 1.14BIII MITIGATION - Item 6, designated as Subsection 320.07.05 - "Guideline for Job Mix Formula and Marshall Properties," for mitigation required when the compacted pavement is not in compliance with the job mix design and/or Marshall properties.
- Traffic classifications:
 Light Traffic conditions resulting in a Design ESAL <10⁴
 Medium Traffic conditions resulting in a Design ESAL between 10⁴ and 10⁶
 Heavy Traffic conditions resulting in a Design ESAL >10⁶
 For light traffic conditions, see Asphalt Deficiency Mitigation Matrix for Light Traffic Conditions.
- The average Marshall Compaction for the lot shall be rounded to the nearest 1 percent in accordance with the procedure described in Section 336 - "Inspection and Testing," of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete".
- Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 - "Inspection and Testing" of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete"
- Increase total pavement thickness by the indicated amount using approved mix.
- Mitigation may not be limited to the matrix shown on this table if the pavement is also deficient in other areas.

**STS Table 1.14BIII-2
Asphalt Deficiency Mitigation Matrix for In-place Density/Air Voids
Medium & Heavy Traffic Conditions (see Note 4)**

The objective of the mitigations listed on the table below is to assure the final pavement will meet the design service life of the roadway. Reductions in payment do not achieve that goal and should be considered only if mitigation is not possible or practical. The mitigation table is an attempt to provide uniformity and fairness to the evaluation process of substandard pavements. Most paving projects affected will exhibit a variety in the type and magnitude of deficiencies that will result in a variety of mitigation approaches. The appropriate mitigation requires sound engineering analysis and judgment. The Agency will, at its option, decide the appropriate mitigation measures with input from the Design Engineer, testing laboratory and the Contractor.

	Marshall Compaction % (Note 5)	In Place Air Voids % (Rice) (Note 6)	Increase Thickness (Notes 7&8)	Surface Seal (Note 8)			Remove Replace	Payment (Note 8)		
				+1½"	Sand Seal	Slurry Seal		Chip Seal	100%	90%
WEARING	≥ 96	<3					X	X	X	
		≥3 & ≤8					X	X	X	
	>8 & ≤11		X	X	X					
	> 11	X				X				
< 96 & ≥ 93	≥ 4 & ≤ 8	X				X	X	X		
	>8 & ≤11	X(A)			X(B)	X	X(A)	X(B)		
	> 11	X(A)				X		X(A)		
< 93						X				
NON-WEARING	≥ 96	<3					X	X	X	
		≥3 & ≤8					X	X	X	
	>8 & ≤11		X							
	> 11	X				X		X		
<96 & ≥ 93	≥4 & ≤8	X					X	X		
	>8 & ≤11	X						X		
	> 11	X(A)				X		X(A)		
< 93						X				

Notes:

- Each 'X' represents a recommended mitigation remedy. Several X's for a single deficiency indicate alternate methods of remediation unless noted otherwise. Individual judgment must be exercised by the Engineer on each specific project.
- Each 'X' labeled either (A) or (B) represents a combination of mitigation remedies listed as group (A) or group (B).
- See STS 1.14BIII MITIGATION - Item 6, designated as Subsection 320.07.05 - "Guideline for Job Mix Formula and Marshall Properties," for mitigation required when the compacted pavement is not in compliance with the job mix design and/or Marshall properties.
- Traffic classifications:
 Light Traffic conditions resulting in a Design ESAL <10⁴
 Medium Traffic conditions resulting in a Design ESAL between 10⁴ and 10⁶
 Heavy Traffic conditions resulting in a Design ESAL >10⁶
 For light traffic conditions, see Asphalt Deficiency Mitigation Matrix for Light Traffic Conditions.
- The average Marshall Compaction for the lot shall be rounded to the nearest 1 percent in accordance with the procedure described in Section 336 - "Inspection and Testing," of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete".
- Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 - "Inspection and Testing" of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete".
- Increase total pavement thickness by the indicated amount using approved mix.
- Mitigation may not be limited to the matrix shown on this table if the pavement is also deficient in other areas.

IV SPECIAL PAVING CONSIDERATIONS

The Contractor shall submit, at the time of traffic control submittal, a paving plan superimposed onto the striping plan to illustrate locations of paving joints in relation to striping. The paving joints in the final lift shall be located within 6" from lane stripes, unless otherwise authorized in writing by the Engineer.

Where directed by the Engineer, the Contractor shall spread blotter sand on the surface of final-lift pavement to reduce the driveway or intersection closure time and protect the pavement surface at high traffic or critical locations.

V TACK COAT

Subsection 316.03.04 - "Application of Bituminous Materials" of the Standard Specifications, is herewith amended as follows:

Unless otherwise directed by the Design Engineer, cleaning and the application of a tack coat shall be provided between all paving courses that are not constructed in the same shift. Tack coat shall consist of asphalt emulsion, Type SS-1h, conforming to the requirements of Section 201 – "Bituminous Materials" of the Standard Specifications to the cleaned, cured surface, unless otherwise directed by the Design Engineer. The tack coat shall be applied in sufficient quantity to provide a continuous membrane over the cement modified material. No more tack shall be applied than can be covered in the same shift. Place the covering course over tack that is clean, free of tracking and adequately set.

VI LONGITUDINAL JOINTS

This specification is developed in an effort to obtain longer pavement life by adding emphasis on longitudinal joint quality. This portion of the STS will apply for the sole purpose of assessing the bonus/penalty of this specification. The longitudinal joint result will not tie to the acceptance of the pavement. This portion of the STS, however, does not eliminate any requirement as listed in all other sections of the STS.

Bonus or Penalty for longitudinal joint applies only when the mat for the associated paving "lots" are acceptable according to STS 1.14BII Acceptance.

1. Testing and reporting will be performed by the quality assurance laboratory (i.e. RTC's consultant). Testing will be done on the TOP LIFT¹ only for both HOT & COLD longitudinal joints for each joint segment. Longitudinal joint segment is defined as every 1,000 feet of longitudinal joint and any remainder that is 800 feet or longer. Testing for the longitudinal joints include Thin Lift Nuclear Test and Core Test as described in the following paragraphs.
2. Thin Lift Nuclear Test (Nuclear Gauge Test) shall be performed as follows:
 - a) Frequency & Location – Nuclear gauge readings shall be taken every 200 feet on BOTH sides of a longitudinal joint segment directly across from each other, beginning at a random location within the first 200 feet as determined by the Design Engineer.

¹ TOP LIFT is defined as the final course of bituminous dense-grade pavement.

SPECIAL TECHNICAL SPECIFICATIONS

- b) Timing – To avoid additional traffic control needed for the testing operation, nuclear gauge readings shall be taken shortly following the completion of the longitudinal joint construction.
- c) Equipment – Testing shall be performed using a gauge specifically designed for asphalt testing such as a Troxler 4640B or Troxler 3450, or approved equivalent. It is not necessary that the nuclear gauge be calibrated to the mix. However, the same nuclear gauge should be used for the same longitudinal joint segment.
- d) Testing – One 1-minute test is to be performed at each test location. The nuclear density testing shall be performed with the long axis of the nuclear density gauge parallel to the joint and with the nearest edge of the nuclear gauge no closer than 3 inches from the joint and no further than 4.5 inches from the joint. The footprint of the gauge shall be marked with keel or other product that clearly defines the test locations. All testing shall be performed in the same direction (i.e. up or down station).
- e) Re-Test – When the test result, t_n , differs more than 4 pounds per cubic foot (pcf) from the previous test, t_{n-1} , a re-test at the previous test location is required to assure that the previous test is not in error. Both test results shall be recorded. If the re-test is within 4 pcf of the original previous test result, use the original previous test result. Otherwise, keep record of the results t_n and t_{n-1} but do not use them for any further calculations. Instead, recalibrate the thin lift nuclear gauge, resume testing beginning at the t_{n-1} location, and use the new test results.

3. Core Test will be performed as follows:

- a) Frequency & Location – In addition to the coring required for the mat, one core test shall be performed for every longitudinal joint segment, location of which shall be determined as below:
 - i. Mean Joint Density (MJD) is the average of the readings of the Nuclear Gauge Test on each side of a longitudinal joint segment. The core is to be taken on the side with the lower MJD. If the MJD on both sides are equal, core on the side which was paved first.
 - ii. The core shall also be at a location where a Nuclear Gauge Test was performed and reasonably close to a core location for the mat. The core shall be centered inside of the previously marked footprint of the Nuclear Gauge Test. In no case shall the near edge of the core be closer than 3 inches from the joint.
 - iii. If coring is to occur at a location with pavement markings made of 3M tape or thermoplastic tape, adjust the core location up or down station as appropriate up to a distance of 20 feet maximum. Otherwise, remove necessary portions of the pavement markings before coring.
- b) Timing – Coring at the joint shall be at the same time of coring at the mat.
- c) Equipment – Same equipment as the standard core test for the mat.
- d) Testing – Test procedures will be the same as the standard core test (in-place density/air voids) for the mat in accordance with STS 1.01 INSPECTION AND TESTING. Use the hot sample properties from the corresponding lot, based on the core location (i.e. stationing and which side of the joint), for calculating core test results.

SPECIAL TECHNICAL SPECIFICATIONS

e) Re-Test – Re-testing will only be allowed at the sole discretion of the RTC. If allowed, re-testing shall be at the sole cost of the Contractor and performed by a qualified third party laboratory that meets RTC’s criteria for testing. The location of the additional core(s) shall be in within 5 feet up or down station from the original core and the sampling shall be witness by the Design Engineer.

4. When applicable, the bonus and penalty is calculated as follows:

$$\text{Bonus/Penalty} = \frac{\sum F_i}{N} \times A \times T \times U$$

Where

F = Factor for individual longitudinal joint segment based on joint core results per STS Table 1.14BVI-1 or 1.14BVI-2 as applicable.

N = Total number of longitudinal joint segments.

A = Total pavement area of all longitudinal joint segments (SF).

T = Thickness of the TOP LIFT (inch).

U = Unit cost of the TOP LIFT (\$/inch-SF).

For the purpose of determining Bonus/Penalty for this project, U shall be \$*/in-SF.

**STS Table 1.14BVI-1
Longitudinal Joint Segment Bonus/Penalty Factor
Light Traffic Conditions (see Note 1)**

Joint Core Results In-Place Air Voids % (Rice) (see Note 2)	Factor <i>F_i</i>
< 2	0%
≥ 2 & ≤ 7	+5%
> 7 & ≤ 10	0%
> 10 & ≤ 14	-5%
> 14	-50%

**STS Table 1.14BVI-2
Longitudinal Joint Segment Bonus/Penalty Factor
Medium & Heavy Traffic Conditions (see Note 1)**

Joint Core Results In-Place Air Voids % (Rice) (see Note 2)	Factor <i>F_i</i>
< 3	0%
≥ 3 & ≤ 8	+5%
> 8 & ≤ 11	0%
> 11 & ≤ 14	-5%
> 14	-50%

Notes:

1. Traffic classifications

Light Traffic conditions resulting in a Design ESAL < 10⁴

Medium Traffic conditions resulting in a design ESAL between 10⁴ & 10⁶

SPECIAL TECHNICAL SPECIFICATIONS

- Heavy Traffic conditions resulting in a Design ESAL $> 10^6$
2. Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 – “Inspection and Test” (Subsection 336.03.04 – “Asphalt Concrete”).
5. Reporting – Field data associated with longitudinal joint testing shall be submitted to the RTC within a week of the testing. The report for the longitudinal joint testing shall be submitted to the RTC within two weeks upon completion of paving for the completed section tested. If top lift paving for the entire project are to be completed within two weeks, submit the report to the RTC within two weeks upon completion of paving for the entire project. The report shall include a Paving Plan and a Longitudinal Joint Summary Sheet as described below.
- a) The Paving Plan shall be overlaid on the Striping Plans with stationing shown. It should include, for the top lift only, the longitudinal joint locations with identification number (ID), limits of each paving path, direction of paving, and the paving lot number at the core location. The paving plan can be of as small a scale as practical.
 - b) The template for the Longitudinal Joint Summary Sheet is available from the RTC website (www.rtcwashoe.com) under Streets & Highways, St & Hwy Resources. It shall be filled in with the following details:
 - i. The Longitudinal Joint Segment ID, joint type (hot lap, cold sawcut, etc.), station, side of joint (left/right in the up-station direction or north/south/west/east), individual density values measured, MJD (5 values for 1,000-foot joint segments and 4 for 800-foot joint segments) on each side of each joint segment, joint core test location, paving lot number at the core location, core Marshall Density, Rice Maximum Density, In-Place Air Voids, and the individual Longitudinal Joint Segment Bonus/Penalty Factors, F_i .
 - ii. The calculation for Longitudinal Joint Bonus/Penalty for the project shall be shown at the end of the sheet.
 - iii. For reference purpose, any re-test shall be noted to clearly identify the re-test, the unused test results, and the test result that was used in calculating the MJD.

1.14C PERMANENT PATCHING

Permanent patching material shall be Type 3 PG64-22 bituminous plantmix, utilizing a 50 blow per side Marshall mix design with target air voids of 3%, and shall conform to the Standard Specifications. Permanent bituminous plantmix patches shall be a minimum depth of 4 inches on 6 inches of aggregate base or match existing section with bituminous plantmix depth up to 12 inches.

If, at any time, during a period of 1 year dating from the date of final acceptance of the project, there is any settlement of the permanent patches requiring repairs to be made, the Owner may notify the Contractor to immediately make such repairs as may be deemed necessary at the Contractor's own expense.

1.16 SLURRY SEAL

Slurry seal shall conform to the requirements of Section 318 - "Slurry Seal" of the Standard Specifications, except as modified herein.

The Contractor shall submit in writing for approval a job mix formula conforming to the requirements of Subsection 318.02 - "Composition of Mixtures" of the Standard Specifications. Type * aggregate conforming to the requirements of Subsection 200.02.06 - "Slurry Seal and Micro Surfacing Aggregate" shall be used unless otherwise specified. Asphalt emulsions shall conform to the requirements of Section 201 - "Bituminous Material" of the Standard Specifications.

Subsection 318.02 - "Materials" of the Standard Specifications, is herewith amended as follows:

1. Add the following to Subsection 318.06.01 - "Limitations":
 - a) The slurry seal shall not be applied when precipitation is imminent or occurring.
2. Delete Subsection 318.07.02 - "Tack Coat" in its entirety.
3. Add the following to Subsection 318.08.01 - "General":
 - a) All workers shall have sufficient experience to perform properly the work assigned to them. The Contractor shall have an experienced crew on each spreader and any other equipment.
 - b) At least 48 hours shall elapse between top lift paving and application of a bituminous seal coat.
 - c) Immediately before commencing the slurry seal operations, all metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same day.
 - d) Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface shall not be permitted. The mixture shall be uniform and homogeneous after spreading on the surface and shall not show separation of the emulsion and aggregate after setting.
 - e) Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to, or be picked up by the tires of vehicles.

1.18 PAVEMENT MARKINGS

1.18A PAINTED PAVEMENT MARKINGS

Permanent painted (traffic paint or epoxy paint) pavement markings shall be in accordance with Section 632 of the latest edition of "Standard Specifications for Road and Bridge Construction" published by NDOT.

1.18A TRAFFIC PAINT

All application methods and products shall conform to Sections 632 – “Permanent Painted Pavement Markings” and 730 – “Traffic Beads”, and Subsections 729.02.01 – “General”, 729.02.02 – “Packaging”, and 729.03.05 – “Rapid Dry Waterborne Paint Material” of the NDOT Standard Specifications for Road and Bridge Construction for Type II traffic paint, with the following exception:

1. Add the following:

At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking.

All traffic paint shall have a minimum of 2 coats (full width of stripe) per application of the designated material placed unless otherwise directed by the RTC Project Manager or the Design Engineer’s representative.

1.18B PAVEMENT MARKING FILM

Permanent pavement marking film (pavement marking tape or thermoplastic) shall be in accordance with Section 634 – “Pavement Marking Film”, of the NDOT Standard Specifications for Road and Bridge Construction.

1.18C RAISED MARKERS

1. Hydrant markers.

A reflective, blue street marker shall be provided to identify all fire hydrant locations. The marker shall be omnidirectional type. The marker shall be visible on approach to the fire hydrant. The marker shall be placed in accordance with Reno Fire Department Policy Appendix UFC-AP904.3.1, page AP-6.

Adhesives for raised markers shall conform to Subsection 633.02.04 - “Adhesives for Pavement Markers” of the NDOT Standard Specifications for Road and Bridge Construction.

Installation of raised markers shall conform to Subsection 633.03.01 - “Pavement Marker Installation” of the NDOT Standard Specifications for Road and Bridge Construction.

1.22 TRAFFIC SIGNS

1.22A MATERIALS

Traffic signs shall be 3M Diamond Grade (DG) 3 or 3M high intensity sheeting with a clear transparent overlay 3M 1170 or approved equal.

Street name signs shall be 3M DG3, Series 4000 or approved equal with green transparent Scotchlite Electrocut Film #1177C or approved equal. White letter and border sheeting shall be retro reflective ASTM IX 3M Diamond Grade or approved equal.

1.23 TRAFFIC SIGNALS

1.23A LOOP DETECTORS

* The * requires the Contractor to lay-out traffic signal loop detectors in accordance with * standards and details. After the loop lay-out is marking in the field, the Contractor shall call * at * for loop lay-out inspection and approval.

* The Contractor shall call * at * for traffic signal loop lay-out. All traffic signal loop detectors shall be installed prior to the placement of the final “top” lift² of the plantmix bituminous pavement material. Placement of slurry seal or micro-surface does not negate this requirement.

1.23B TEMPORARY TRAFFIC SIGNAL MODIFICATIONS DURING CONSTRUCTION

The Contractor shall coordinate with and secure approval from * (*) of * for any use of or changes to operation of existing traffic signal equipment during construction. The Contractor shall comply with * requirements without additional cost to the RTC.

1.24 UTILITY ADJUSTMENT

1.24A VERIFICATION OF DEPTH

Location of underground facilities shown on the plans are approximate and were not determined by field investigation. It shall be the responsibility of the Contractor to locate all existing utility structures, whether shown or not, and to notify all utility companies to verify in the field the location of their installations prior to construction. The Contractor shall protect all utility structures from damage. The expense of repair or replacement shall be borne by the Contractor (however, this in no way precludes the Contractor from recovering, from the utility company, costs to repair existing utilities which do not conform with standard specifications or details). The Contractor shall request field marking of existing utilities at least 48 hours in advance of beginning construction by calling Underground Service Alert at (800) 227-2600.

At existing underground traffic signal conduit crossings and at locations where new underground facilities cross existing facilities, the Contractor shall expose the existing facility and verify that sufficient horizontal and vertical clearance exists for the street improvements to be constructed in substantial compliance with the plans. At existing underground traffic signal conduit crossings, the Contractor shall field verify the depth of existing facilities before commencing any construction. At locations where new underground facilities are to be connected to existing facilities, the Contractor shall expose the existing facility and verify that the connection can be made as shown on the plans before commencing any construction. Any conflicts shall be brought to the Engineer’s attention as soon as they are discovered.

Utility depth verification requirements will be considered incidental to *, bid item *.

² TOP LIFT is defined as the final course of bituminous dense-grade pavement.

1.24B UTILITY MANHOLE AND VAULT ADJUSTMENT

Add to Subsection 323.05 - "Utility Manholes and Vaults" of the Standard Specifications as follows:

1. "Before lowering manholes and vaults, the Contractor shall take inventory of the utilities to be adjusted. The Contractor shall record the exact location and type of utility by labeling the assembly with numbers at locations visible for verification. The labeling shall include utility site, collar, and lid to ensure proper match of hardware when utility adjustment is completed at the conclusion of the project."

The Contractor shall submit the utility inventory list to the Engineer and utility companies upon completion of utility lowering activity. The Contractor shall also keep a copy of the utility location inventory list on the project work site at all times for emergency shutoff purposes. The Contractor may post the list on the backside of the RTC Project Information sign.

1.24C MANHOLE PROTECTION PLAN

The Contractor shall be responsible for the protection of all manholes and valves during all phases of construction, including but not limited to, lowering and raising covers, and grouting of them. The Contractor shall verify all manholes and valves are clear of debris at the beginning of the project and notify the utility companies if otherwise.

A "Manhole Protection Plan" shall be submitted and approved by the Engineer prior to any manhole adjustments. The plan shall clearly identify how the contractor will protect ANY debris from entering the system and a detail of how the Contractor is prepared for emergency overflows. To the minimum, the plan shall include the name, phone number, and contact of the company the contractor will use in case of an emergency. Prior to performing any adjustments or grouting, the Engineer shall observe and verify the Contractor is in compliance with the "Manhole Protection Plan".

1.25 SURVEY MONUMENTS

Survey monuments shall be removed prior to construction. Survey monuments shall be located and punched by a Nevada registered professional land surveyor and replaced after completion of improvements.

1.26 CERTIFICATES OF COMPLIANCE

The Certificate of Compliance shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved conform in all respects with the requirements of the specifications for this project. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

Materials Requiring Certificate of Compliance

1. Asphalt Cement
4. Cement
5. Concrete Curing Compound
6. Signs
7. Pavement Markings
8. Personnel certification for installation of retroreflective preformed pavement markings

EXHIBIT “F”
(Standard Specifications for Public Works Construction
Section 117.00
“Material and Workmanship – Warranty of Corrections”)

SAMPLE

EXHIBIT F

MATERIAL AND WORKMANSHIP - WARRANTY OF CORRECTIONS

Corrections ordered in accordance with General Provision 117.00, “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

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 (\$328.34/VMT)	VMT	Dollars (\$320.63/VMT)
Residential					
Single-Family	Dwelling	15.03	\$4934.95	14.22	\$4,559.36
Multi-Family	Dwelling	10.23	\$3,358.92	9.68	\$3,103.70
Industrial					
General Light Industrial	1,000 GFA	5.05	\$1,658.12	4.78	\$1,532.61
Manufacturing	1,000 GFA	4.00	\$1,313.36	3.79	\$1,215.19
Warehouse	1,000 GFA	1.77	\$581.16	1.68	\$538.66
Mini-Warehouse	1,000 GFA	1.54	\$505.64	1.46	\$468.12
Commercial/Retail					
Commercial/Retail	1,000 GFA	22.94	\$7,532.12	21.71	\$6,960.88
Eating/Drinking Places	1,000 GFA	22.94	\$7,532.12	21.71	\$6,960.88
Casino/Gaming	1,000 GFA	46.90	\$15,399.15	44.37	\$14,226.35
Office and Other Services					
Schools	1,000 GFA	13.12	\$4,307.82	12.41	\$3,979.02
Day Care	1,000 GFA	13.12	\$4,307.82	12.41	\$3,979.02
Lodging	Room	3.41	\$1,119.64	3.23	\$1,035.63
Hospital	1,000 GFA	10.92	\$3,585.47	10.33	\$3,312.11
Nursing Home	1,000 GFA	6.76	\$2,219.58	6.40	\$2,052.03
Medical Office	1,000 GFA	35.44	\$11,636.37	33.53	\$10,750.72
Office and Other Services	1,000 GFA	9.92	\$3,257.13	9.39	\$3,010.72
Regional Recreational Facility	Acre	2.32	\$761.75	2.20	\$705.39

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REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 16, 2021

AGENDA ITEM 4.8

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation to provide funding to the RTC for the ED Pass Program in the amount of \$200,000.

BACKGROUND AND DISCUSSION

The ED Pass program allows all University of Nevada, Reno and Truckee Meadows Community College students, faculty and staff to ride all RTC fixed route services by showing the driver their school ID. Since its inception, ridership at both schools has increased by over 40% even through the pandemic. Approval of the Cooperative Agreement (ICA) with the Nevada Department of Transportation will allow the RTC to receive funding for the ED Pass Program. The current Transportation Act provides funding for all modes of transportation under which the ED Pass Program is eligible for ninety-five percent (95%) federal funds and five percent (5%) RTC funds. This agreement authorizes the state to utilize \$200,000 in CMAQ funds to reimburse the RTC for 95% of program related expenses. The remaining 5% of the expenses are paid by the RTC as the required local match for these federal funds. The project is included in the current Regional Transportation Improvement Program (RTIP).

FISCAL IMPACT

The reimbursable not-to-exceed amount is \$200,000.

PREVIOUS ACTIONS BY BOARD

Feb. 21, 2020 Approved the Interlocal Cooperative Agreement to provide funding to the RTC for implementation of the ED Pass Program.

ATTACHMENT(S)

A. Interlocal Agreement between Nevada Department of Transportation and RTC

COOPERATIVE AGREEMENT

This Agreement is made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, NV 89502, hereinafter called the "RTC".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to provide funding to the RTC for the implementation of the ED PASS Grant Program which will provide transit passes to all University of Nevada, Reno (UNR) and Truckee Meadows Community College (TMCC) students, faculty and staff, hereinafter called the "PROJECT;" and

WHEREAS, the current Transportation Act provides funding for all modes of transportation under which this PROJECT is eligible for ninety-five percent (95%) federal funds and five percent (5%) matching funds; and

WHEREAS, the PROJECT has been approved for Federal Congestion Mitigation and Air Quality (CMAQ) funds, Catalog of Federal Domestic Assistance (CFDA) Number CFDA 20.205; and

WHEREAS, the ED PASS Program, to be provided by the RTC will be of benefit to the DEPARTMENT, the RTC, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

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

ARTICLE I - RTC AGREES

1. To provide the DEPARTMENT with an analysis of student, faculty, and staff commuting needs, program design and implementation, ongoing program evaluation and consulting, bus pass subsidy program newsletters and mass mailings, print/radio/TV promotion, community education programs, student and university target marketing, flex-fare transit programs, and coordinated transportation programs.

2. To bill the DEPARTMENT quarterly and upon completion of the PROJECT for actual PROJECT costs (with supporting documentation) of which ninety-five percent (95%) of the eligible PROJECT costs will be reimbursed with CMAQ funds in a total amount not to exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00). The RTC is responsible for the five percent (5%) match of Ten Thousand Five Hundred Twenty-Seven and No/100 Dollars (\$10,527.00). The RTC will provide supporting documentation to be audited to confirm that work performed conforms to DEPARTMENT and Federal Highway Administration guidelines.

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

a. Compliance with Regulations: The RTC shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The RTC, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RTC shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when this Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the RTC for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the RTC of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin.

d. Information and Reports: The RTC shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the RTC is in the exclusive possession of another who fails or refuses to furnish this information, the RTC shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the RTC noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the RTC under this Agreement until the RTC complies, and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT and/or the FHWA.

g. Incorporation of Provisions: The RTC will include the provisions of Paragraphs (a) through (f) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The RTC will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event the RTC becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the RTC may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and the RTC may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE II - DEPARTMENT AGREES

1. To fund ninety-five percent (95%) of the PROJECT with CMAQ funds, estimated to be and not to exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00).

2. To establish and maintain a budget for the ED Pass Program PROJECT. This budget will be maintained by the Multimodal and Program Development (MPD) Division of the DEPARTMENT, and all invoices shall be submitted to the MPD Division for approval and reimbursement.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including September 30, 2022.

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

3. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: Sondra Rosenberg, Assistant Director, Planning
Nevada Department of Transportation
Division: Multimodal and Program Development
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7440
Fax: 775-888-7202
Email: srosenberg@dot.nv.gov

FOR RTC:

Bill Thomas, Executive Director, RTC Washoe
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502
Phone: 775-328-2012
Email: bthomas@rtcwashoe.com

5. The RTC's match will be calculated as the applicable percentage of the total PROJECT costs eligible for Federal funding, plus all costs not eligible for Federal funding.

6. Should this Agreement be terminated by the RTC prior to completion of the PROJECT, the RTC will reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination and all costs incurred by the DEPARTMENT because of this Agreement's termination.

7. The RTC agrees to pay actual PROJECT costs whether they be greater than or less than the estimates shown herein.

8. The RTC will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive, joint property of the RTC and the DEPARTMENT. The RTC will ensure any subconsultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both the RTC and the DEPARTMENT. The RTC shall not utilize (and shall ensure any subconsultant will not utilize) any materials, information, or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The RTC (and any subconsultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

9. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

12. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

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

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

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

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

17. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

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

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

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

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

22. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

23. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

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

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

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

Regional Transportation Commission of
Washoe County

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

Bill Thomas, AICP
Executive Director

Kristina Swallow
Director

Approved as to Legality and Form:

Deputy Attorney General



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 16, 2021

AGENDA ITEM 4.9

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation to receive and use Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) federal funds in the amount of \$1,250,000.00 for the RTC Trip Reduction Program.

BACKGROUND AND DISCUSSION

Since 1996, the RTC has operated a program aimed at reducing the number of trips made by single occupancy vehicles. Major components of the trip reduction program, marketed under the name RTC SMART TRIPS, include web-based and App trip matching services, subsidized vanpool and bus pass programs, and bicycle and pedestrian promotion. This new agreement provides funds to the RTC for the implementation of a Comprehensive Trip Reduction/Regional Rideshare Program in Washoe County for one year. Further, it authorizes the state to utilize up to \$1,250,000 in CMAQ and STBG funds to reimburse the RTC for 95% of eligible trip reduction program expenses. The remaining 5% of the expenses is paid by the RTC as the required local match for the federal funds in the amount of \$62,500. The project is included in the current Regional Transportation Improvement Program (RTIP).

FISCAL IMPACT

Funding for the trip reduction program is included in the FY 2022 Board approved budget.

PREVIOUS ACTIONS BY BOARD

Aug 21, 2020 Approved the cooperative agreement with the Nevada Department of Transportation to receive and use Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) federal funds in the amount of \$1,250,000.00 for the RTC Trip Reduction Program; authorized the Executive Director to execute the agreement.

ATTACHMENT(S)

- A. Interlocal Agreement between Nevada Department of Transportation and RTC

COOPERATIVE AGREEMENT

This Agreement is made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Regional Transportation Commission of Washoe, 1105 Terminal Way, Reno, NV 8952, hereinafter called the "RTCWA".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to provide funding to the RTCWA for the implementation of the Travel Demand Management Program (TDMP), hereinafter called the "PROJECT;" and

WHEREAS, the Fixing America's Surface Transportation Act (FAST Act) provides funding for all modes of transportation under which this PROJECT is eligible for ninety-five percent (95%) federal funds and five percent (5%) matching funds; and

WHEREAS, the PROJECT has been approved for Federal Congestion Mitigation and Air Quality (CMAQ) funds, Catalog of Federal Domestic Assistance (CFDA) Number CFDA 20.205; and

WHEREAS, the TDMP services to be provided by the RTCWA will be of benefit to the DEPARTMENT, the RTCWA, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

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

ARTICLE I - RTCWA AGREES

1. To provide the DEPARTMENT with a PROJECT, which promotes and assists the public and local businesses in the use of alternative modes of transportation, such as public transit, carpooling/vanpooling, bicycling, walking, telecommuting, and flexible work schedules. The goal of the program is to reduce the overall number of single occupant trips with emphasis on commuter work trips, thus improving air quality and mobility in Washoe County and the surrounding areas of the county. The PROJECT will be accomplished through the use of various

marketing tools, such as brochures, advertisements, and employee/ employer incentives focused on increasing awareness of public transportation options, fuel conservation, and the long-term benefits of improved air quality and associated environmental factors.

2. To provide the DEPARTMENT with an analysis of employee commuting needs; employer program design and implementation; ongoing program evaluation and consulting; bus pass subsidy program; carpool/vanpool program; biking promotions; newsletters and mass mailings; print/radio/TV promotion; community education programs; student and university target marketing; flex-fare transit programs; and coordinated transportation programs.

3. All services and incentives provided under the PROJECT shall be in accordance with the 23 CFR Part 420(A) Sections 420.103 through 420.121, inclusive. All costs applied against the grant must be necessary and justifiable for the proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 2 CFR part 200, Subpart E.

4. To bill the DEPARTMENT upon completion of the PROJECT for actual PROJECT costs (with supporting documentation) of which ninety-five percent (95%) in CMAQ funds of the eligible PROJECT costs will be reimbursed not to exceed One Million Two Hundred Thousand Fifty Thousand and No/100 Dollars (\$1,250,000.00). The RTCWA is responsible for the five percent (5%) match of Sixty-Five Thousand Seven Hundred Ninety and No/100 Dollars (\$65,790.00) per year. The RTCWA will provide supporting documentation to be audited to confirm that work performed conforms to DEPARTMENT and Federal Highway Administration guidelines.

5. In accordance with 2 CFR Subpart 200.328, the RTCWA will provide the DEPARTMENT with quarterly reports describing how the RTC has promoted the PROJECT in Washoe County. The quarterly reports shall identify the program's established goals and clearly identify a description of work accomplished. Accurate, current, and complete disclosure of financially assisted activities must be made in accordance with DEPARTMENT's financial reporting requirements. The RTCWA must maintain records, which adequately identify the source and application of funds provided for financially assisted activities. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contracts, and sub-grant award documents. The report (narrative) must be submitted quarterly with the RTCWA's request for reimbursement. This report shall include samples of any promotional materials and/or incentive/marketing materials proposed for the program. Any change of work must be approved through an updated work program amendment prior to work being done.

ARTICLE II - DEPARTMENT AGREES

1. To fund ninety-five percent (95%) of the PROJECT with CMAQ funds and STBG funds, estimated to be and not to exceed One Million Two Hundred Thousand Fifty Thousand and No/100 Dollars (\$1,250,000.00) per year.

2. To establish and maintain a budget for the TDMP. This budget will be maintained by the Transportation Multimodal Planning Division of the DEPARTMENT, and all invoices shall be submitted to the Transportation Multimodal Planning Division for approval and reimbursement.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including September 30, 2022.

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

3. In the event that the RTCWA performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the RTCWA shall forfeit any and all right to payment for such work.

4. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The RTCWA shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 5 of this Article III - It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

6. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: Sondra Rosenberg, Assistant Director, Planning
Nevada Department of Transportation
Program Development Division
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7440
Fax: (775) 888-7202
E-mail: srosenberg@dot.nv.gov

FOR RTCWA:

William A. Thomas, Executive Director
Attn: Amy Cummings, Director of Planning
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 300
Reno, NV 89502
Phone: (775) 348-0400

Fax: (775) 348-0450
E-mail: acumming@rtcwashoe.com

8. Should this Agreement be terminated by the RTCWA prior to completion of the PROJECT, the RTCWA will reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination and all costs incurred by the DEPARTMENT because of this Agreement's termination.

9. The RTCWA agrees to pay actual PROJECT costs whether they be greater than or less than the estimates shown herein.

10. The RTCWA will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive, joint property of the RTCWA and the DEPARTMENT. The RTCWA will ensure any subconsultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both the RTCWA and the DEPARTMENT. The RTCWA shall not utilize (and shall ensure any subconsultant will not utilize) any materials, information, or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The RTCWA (and any subconsultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

11. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

12. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

14. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

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

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

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

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

19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

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

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

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

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

24. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

25. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

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

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

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

Regional Transportation Commission
of Washoe County

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

William A. Thomas, AICP, Executive Director

Director

Approved as to Legality and Form:

Deputy Attorney General

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 16, 2021

AGENDA ITEM 4.10

From: Bill Thomas, Executive Director

RECOMMENDED ACTION

Authorize the Executive Director to negotiate a funding agreement to contribute \$160,000 towards the Tahoe Transportation District's purchase of the former elementary school in Incline Village as a potential site for a future mobility hub.

BACKGROUND AND DISCUSSION

RTC partners with Placer County and the Tahoe Transportation District (TTD) to contribute towards the transit services and facilities in the Washoe County portion of the Tahoe Basin, i.e. Incline Village. Placer County operates the Tahoe Area Regional Transit (TART) system which provides transit services connecting Incline Village with the rest of the North Shore and the Town of Truckee. RTC provides funding for the service in Incline Village. RTC and TTD have also provided transportation services connecting Incline Village with Washoe County and other parts of the Tahoe Basin.

The Tahoe Regional Planning Agency (TRPA) is the Metropolitan Planning Organization for the Tahoe Basin. TRPA and TTD have asked the RTC to contribute \$160,000 towards the cost of purchasing the former elementary school in Incline Village as a potential site for a future mobility hub. The purchase price is approximately \$2,350,000. TTD secured a grant from the Nevada Department of Transportation for approximately \$2,000,000 of Federal Transit Administration funding. The grant requires a match of approximately \$320,000 in non-federal funding. RTC's contribution would be used as part of the match for the grant. TRPA sent a letter outlining the request. *See Attachment A.*

The purchase of the school site will be a protective acquisition. The purchase will ensure that the site can be considered as part of a community-based final site selection process that is currently underway, instead of being sold to a third party before that selection process can be completed. TRPA and TTD expect that the selection process could take up to a year. If the site is not selected, the site will be sold and the funds will be used to purchase the selected site with concurrence from RTC's Executive Director. Once a site is selected, it would then take a period of years (at least 7 or 8) for the mobility hub to be funded and constructed.

TTD intends to purchase the school site this fall. If the Board approves this item, the Executive Director would negotiate a funding agreement with TRPA and TTD and seek Board approval of that agreement in August so that TTD can complete the purchase. The agreement would ensure that the funds will be returned to RTC in the event that the site is sold and no alternative site is purchased within a reasonable period of time, or if the mobility hub is not completed within a reasonable period of time.

FISCAL IMPACT

The funding will be provided through a reallocation of the FY 2022 public transportation budget.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Letter from TRPA

**Mail**

PO Box 5310
Stateline, NV 89449-5310

Location

128 Market Street
Stateline, NV 89449

Contact

Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.gov

Date

William A. Thomas, AICP
Executive Director
Regional Transportation Commission of Washoe County
P.O. Box 30002
Reno, NV 89520

Dear Mr. Thomas,

As you know the Tahoe Regional Planning Agency (TRPA) is the designated Metropolitan Planning Organization (MPO) for the bi-state Lake Tahoe Region and is responsible for preparing and facilitating implementation of the Regional Transportation Plan (RTP) for Lake Tahoe. Like Placer County, which provides the Tahoe Truckee Area Regional Transit (TART) transit service primarily on the north shore and into Washoe County with funding provided through RTC Washoe, the Tahoe Transportation District (TTD) is also responsible for implementing transit services identified in the RTP. One of the RTP projects the TTD is attempting to implement is a mobility hub in the Incline Village area that will better connect their East Shore Express service with the TART transit service and, should RTC Washoe continue to serve the Lake, the service provided by RTC Washoe. The purpose of this letter is to seek the assistance of RTC Washoe in funding the Incline Village Mobility Hub site acquisition as detailed below.

General locations for new mobility hubs have been identified in the RTP and they serve as multimodal hubs for the different modes of transportation at the Lake. For example, a mobility hub may include automobile parking, transit service, and connections to bicycle and pedestrian paths. TTD has been successful in obtaining a grant award from the Nevada Department of Transportation (NDOT) to provide over \$2 million in Federal Transit Administration funds for a protective acquisition of the former elementary school site in Incline Village for a potential new mobility hub. The community-based final site selection process is currently under way and no project has been permitted yet, but the TTD Board approved acquisition with the understanding that selection of the final location may result in the old elementary school site being sold to purchase an alternative site in the same general area. With this understanding, the TRPA Governing Board amended the Transportation Improvement Program (TIP) to include the Incline Village mobility hub site acquisition funds.

The purchase price of the school site is approximately \$2,350,000. The funding from NDOT/FTA requires a match of approximately \$320,000 in non-federal funding. TRPA is requesting that RTC Washoe provide \$160,000 of that non-federal funding with a few conditions that we believe will honor the public input process that is currently underway, and protect the RTC Washoe investment regardless of future changes in circumstances.

TTD intends to acquire the school site this fall. If the site is acquired, but then another site is selected through the public input process for mobility hub site selection, the site will be sold and the funds will be used to purchase the selected site with concurrence from RTC Washoe's

Executive Director. If a site is selected, but the mobility hub is not completed within a reasonable period of time, the site will be sold and the funds will be returned to RTC Washoe. If no site is selected, the site will be sold and the funds will be returned to RTC Washoe.

We appreciate your consideration of this request and look forward to continuing our partnership in meeting the transportation needs in the greater Reno/Tahoe region. We believe the hub will be an essential part of the regional transportation system. We view this as a unique opportunity to ensure a critical component of our RTP is implemented to serve the needs of those in both of our MPO jurisdictions. Should you have any questions or need additional information, please do not hesitate to contact John B. Hester, AICP, Chief Operating Officer and Deputy Executive Director, at jhester@trpa.gov or 775.589.5219.

Sincerely,

Joanne S. Marchetta
Executive Director
Tahoe Regional Planning Agency



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 16, 2021

AGENDA ITEM 5.1

From: Mark Maloney, Director of Public Transportation

RECOMMENDED ACTION

Conduct a public hearing on proposed service changes to RTC RIDE, including expansion of late night service on the RAPID – Virginia Line beginning on or after August 1, 2021, and a September 11, 2021, change to bus bay locations at RTC 4th STREET STATION and RTC CENTENNIAL PLAZA STATION; approve the service changes.

BACKGROUND AND DISCUSSION

RTC RIDE continually looks to provide the best service by improving on-time performance, shortening passenger’s travel times, and offering innovative services. The next service changes are scheduled for August 7, 2021, and September 11, 2021, which will include following items:

August 7, 2021 Service Change – Expansion of Span of Service on RAPID – Virginia Line

RTC will be expanding the span of service on the RAPID – Virginia Line service between the University of Nevada, Reno (UNR) and Meadowood Mall for every day of the week. Service will be expanded, as follows:

- Weekdays – adding service from 9:30 PM to 1:00 AM, half-hour service until 10:00 PM and hourly service until 1:00 AM with trips ending about 1:30 AM.
- Saturday – adding service from 8:30 PM to 1:00 AM, half-hour service until 10:00 PM, then hourly service until 1:00 AM with trips ending at about 1:30 AM.
- Sunday – adding service from 8:30 PM to 11:00 PM, half-hour service until at 9:00 PM, then hourly service until 11:00 PM with trips ending at about 11:30 PM.

September 11, 2021 Service Change – Adjustments to Routes 4, 6, 19, and 26

RTC will adjust Routes 4, 6, 19, and 26 to better utilize equipment, recently installed electric bus chargers at RTC CENNTENIAL PLAZA station, and improve service operations. This change will not impact the scheduled times of each route. This change affects how and which buses are used on each route and how each route connects to the next route (interlining). This adjustment will cause a change in bus bay locations for Routes 4 and 6 at RTC 4th STREET STATION, and Routes 2, 11, and 26 at RTC CENTENNIAL PLAZA STATION.

Routine Schedule Time Adjustments

As part of RTC's on-going effort to provide reliable and on-time service, staff monitors bus travel times and speeds, as well as other statistics. As traffic patterns change, passenger habits change and street networks change which affects the reliability and on-time performance of each route. Therefore, each service change contains small adjustments to the timetables to maintain their relevance to what the bus can actually perform, thereby improving reliability and on-time performance, as well as customer service. This service change will contain these small adjustments to a small number of routes.

Title VI Analysis

FTA Circular 4702.1B requires that recipients of federal transit funds prepare service equity analyses for proposed major service changes or any fare change. RTC policy identifies a major service change as:

- A reduction or increase of 10% or more of system-wide service hours
- The elimination or expansion of any existing service that affects:
 - 25% or more of the service hours of a route
 - 25% or more of the route's ridership (defined as activity at impacted bus stops).

After review of the proposed changes, RTC staff recommends the approval of these changes as they do not meet the threshold for a full Title VI analysis.

FISCAL IMPACT

Funding for these items are included in the approved FY 2022 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

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

ADVISORY COMMITTEE(S) RECOMMENDATION

The proposed service change concepts discussed above were presented to the Citizens Multimodal Advisory Committee on July 7, 2021, and the Technical Advisory Committee on July 1, 2021.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: July 16, 2021

AGENDA ITEM 6.1

From: Bill Thomas, Executive Director

Update, discussion and potential direction to staff regarding legislative measures and issues being considered during the 81st (2021) Session of the Nevada Legislature as presented by Michael Hillerby of Kaempfer Crowell Law Firm.



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MEETING DATE: July 16, 2021

AGENDA ITEM 6.2

From: Bill Thomas, AICP Executive Director

RECOMMENDED ACTION

Review Executive Director Bill Thomas' performance as it pertains to the proper duties of the position and accomplishments of Fiscal Year (FY) 2021 Goals and adjust compensation accordingly.

BACKGROUND AND DISCUSSION

In accordance with the Executive Director's employment agreement, the Commission shall review and rate performance near the end of the RTC's fiscal year. A satisfactory or better performance shall make the Executive Director eligible for an annual salary increase. The Commission may also award a performance bonus of 0 to 5.0 percent of the Executive Director's current base salary that will not be an addition to base pay. Said bonus shall be determined on or about July 1st of each year and shall be based on the Executive Director's past year's performance of goals and objectives. The Commission has the sole right to determine performance subject to a standard of reasonableness. The effective date of said salary increase and/or bonus is retroactive to July 1, 2021.

FISCAL IMPACT

Funding for this item is included in the FY 2022 budget.

PREVIOUS BOARD ACTION

The Commissioners approved FY 2021 Executive Director goals on August 20, 2020. The Commissioners approved the Executive Director's employment agreement on March 20, 2020.

ATTACHMENT(S)

- A. Summary of Executive Director FY 2021 Goals and Accomplishments
- B. RTC Executive Director Fiscal Year 2021 Performance Review Feedback

NAME	DEPARTMENT	STATUS	FY21
Continue succession planning throughout the organization	Administrative Services	Complete	A position has been identified to begin recruitment in July 2021 in order to cross train prior to retirement. Employee Career and Development Plan form has been distributed to all staff and interested participants have return form.
Publish dashboard with customer-relevant data visualization	Administrative Services	Complete	Dashboard with customer-relevant data visualizations have been published.
Review and revise Personnel Rules and all Management Policies to ensure effective and efficient Agency operations	Administrative Services	Complete	Personnel Rules and all Management Policies have been reviewed and revised to ensure effective and efficient Agency operations.
Review organization health insurance for alignment with best practices	Administrative Services	Complete	The Finance Director reviewed the option offered from Washoe County and provided her recommendation.
Implement a capital project debrief process to identify opportunities for improvement	Engineering	Complete	A I previously informal process has been formalized per request from NDOT and will be implemented upon the completion of various projects.
Create internal technology team to identify and address new technology opportunities to allow the Agency to best meet the community needs with resources available	Executive	Complete	Internal technology team created.
Create organizational key performance indicators to track effectiveness of operational strategies	Executive	Complete	The Board approved organizational key performance indicators are their November 2020 meeting.
Evaluate and implement grant management strategies to improve the value of grants applied for and received	Executive	Complete	The Finance Director attended grants training. As grant opportunities are received, they continue to be vetted thoroughly through management.
Strategically adjust goals as needed throughout the year to respond to Board direction in a prompt manner	Executive	Complete	Adjustment of goals occurs based on Board direction as needed.
Focused review of procurement practices to develop process changes which enhance Agency procurements	Finance	Complete	Follow-up actions from the Procurement Process Analysis are all complete, including defined roles and responsibilities and updated procurement manual.
Guide Legal Services Efficiency Project through transition	Legal Services	Complete	At the September 2020 Board meeting, the Legal Services Director took on the role of primary provider of legal services to the Board.

NAME	DEPARTMENT	STATUS	FY21
Promote stronger regional alignment between TMRPA and the Regional MPO efforts of RTC	Planning	Complete	The Administrative Services Department completed a desk audit of the Planning Division, including alignment between RTC and TMRPA tasks. Recommendations will be implemented in FY22. The Board approved the FY22 Shared Work Program with TMRPA at their May 2021 meeting.
Support Federal Priorities as identified by the Board	Planning	Complete	Board approved updated federal priorities in January 2021. Approved for Community Project Funding request through Congressman Amodei's office for Arlington Bridges and Hydrogen Fuel Cell Infrastructure.



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RTC Executive Director Fiscal Year 2021 Performance Review Feedback

RTC team that reports to the Executive Director comments related to the RTC and Mr. Thomas in the following areas:

1. **Leadership:** *Creating a climate of trust and mutual respect; supports shared leadership principles and distribution of decision-making, increasing the potential for employees to be productive and to feel welcome, valued, and motivated.*
 - Had a challenge of starting under Covid-19 regulations but still found a way to talk personally to every employee. Allowed all employees to feel heard and be part of learning who Mr. Thomas is and his plans coming to the RTC.
 - A very difficult time to take the highest leadership role as COVID restrictions provided an entirely different work environment.
 - Articulates common goals and promotes a collaborative environment for staff to work together effectively.
 - One of his strongest skills.
 - Does a good job creating a climate of trust and mutual respect.
 - Offers opportunities for staff (including entry-level, managers, and directors) to grow skills.
 - Consistently leads by example.
 - Places great trust in staff expertise and allows them to make decisions as appropriate.
 - His respect for staff is visible in his willingness to make decisions collaboratively and sharing feedback on how staff input has been taken into account.
 - Consistent in leadership, messaging, respect for others, and openness to feedback and constructive dialogue.
 - Focused on leadership training for managers and directors and held multiple discussions about leadership and agency culture.
 - Clear in his expectations of staff and the Director team.
 - Improvements are being implemented to create mission clarity, accurate reporting, and continued fiscal responsibility.
 - Regularly recognizes agency and staff achievements and encourages all to continue to work at peak levels.

Areas for Improvement

- Staff are often confused about direction and sometimes feel uncomfortable taking initiative outside of their defined "lane."
- Everyone is still learning from each other. Communication for change has been challenging and building trust is a slow process.

2. **Relationship Management:** *Ability to represent organizational values within every relationship at work and to cultivate and maintain positive relationships with individuals, staff, board, and partner organizations.*

- Coming from a major partner agency and having direct working relationships with many of the RTC Board members allowed Mr. Thomas to hit the ground running with a leg up on maintaining and improving RTC's relationships.
- Made this a priority through staff conversations to determine what RTC's culture is today and what it aspires to be. This culminated in a new Mission Statement and Statement of Culture. As a result, RTC's important relationships with government stakeholders are improving and growing.
- Always professional in representing the RTC and cultivates relationships in a positive manner.
- Places an emphasis on relationships between individuals in the organization, different levels of the organization (e.g. board, director team, supervisors, staff), and RTC and other public and private entities and the individuals that represent those entities.
- Regularly represents organization values in every work relationship.
- Maintains positive relationships with staff. Fair and impartial in his interactions with staff and the Board.

Areas for Improvement

- Relationships with Federal Agencies at all levels is important to understand and learn so that agency success can be achieved. As one of three MPOs in NV, a relationship with NDOT needs to be understood and fostered so that the goals of the region can be reached. As with any relationship, it takes an investment of time to build and maintain.
- Relationships with key agency partners need to be nurtured and well managed.

3. **Communication:** *Facilitates open and transparent communication. Listens and responds to individuals, staff, board and partner organizations.*

- Already had good relationships and used his solid communication style to understand the wants and wishes of the community.
- Works at getting to a yes answer with a can do attitude.
- Encouraged staff to meet with him 1:1 to share concerns and ideas.
- Encourages communication at all levels of the organization. Makes time to listen to staff input, asks questions, and uses this information to create plans to advance the organization.
- Very open to different opinions and lively debate to ensure that impacts are understood.
- His contacts throughout our region are invaluable to achieving communications with stakeholders and partner organizations.
- Having an open door provides good access.
- Often facilitates open and transparent communication.
- Regularly makes himself available to meet with staff to listen and respond to important matters.
- Regularly meets individually and as a group with the Director team.

Areas for Improvement

- The chain of command provides essential support to the agencies communication structure and should be respected to ensure transparent and clear expectations.
- Learning the business of the RTC has put pressure on Mr. Thomas and sometimes decisions could be vetted more before implementing.
- Imprecise communication can lead to staff unsure about expectations and confusion about the work assignments.
- Use of individual or small group meetings regarding project issues has resulted in staff having conflicting or incomplete information, causing confusion & lack of cohesive agency response in some instances.

4. **What are the most significant strengths as a leader?**

- Communication style and listening ability with a goal of getting a positive outcome that everyone can share in the success.
- Seeks discussion to understand issues and uses technical tools to track deliverables
- Accountability, strategic planning, and staff empowerment.
- Great vision, business perspective, and commitment, which have allowed RTC to stretch in providing optimal service to tax payers through sound decisions.
- His example has allowed staff to ask more questions, identify change opportunities, and grow in their roles.
- RTC's relationship with stakeholders has improved and become clearer.
- Committed to continuous organizational improvement and necessary change.
- Demonstrated an ability to make difficult decisions.
- Places a consistent emphasis on responsibility and accountability for himself and others.
- Wants to understand job assignments and accountability for assignments.
- Wants to know the "why's" of processes and procedures ensuring the RTC is an efficient agency.
- Active listening skills, fostering teamwork, frequent and clear communication of expectations and other information needed for good job performance.
- Leadership by example, positive role model, confidence in staff's abilities, address problems timely, encourage strategic thinking, innovation, and action.

5. **What are the most significant development needs as a leader?**

- Leadership skills are solid. His work and focus on improvement has been in learning the core businesses of RTC.
- Continue to improve on ensuring feedback is understood by all collaborators. Feedback is occurring, due to the pandemic and remote work, at times these communications can be improved through face-to-face discussion or written follow-up of decisions made.
- RTC's unique business (MPO, delivery of regional transportation projects, and operation of the transit system) can be challenging at times. Continue to learn how the top leader of one of the three MPOs in the State has a great deal of influence for the region's transportation systems.
- Communicating with staff in a way that makes them feel trusted and valued.
- More patience at times.

6. **Are there any steps that he can take to increase his impact as a leader?**

- It takes time to learn the core businesses, the why things are done a certain way, evaluation after understanding the past practices and making strategic improvements to these practices is the continued steps to increase his impact as a leader at the RTC.
- Continue to learn about federal transportation requirements, including NEPA, Uniform Relocation Act, & planning requirements.
- Continue to mentor staff and encourage the organization that honest communication, questions, and hard conversations are parts of a deliberation process and will help RTC become a better organization for our community.
- Continue to encourage accountability for all staff and that their actions are very important to continued success.
- Specialty experts provide input and understand details of which the Mr. Thomas will need to continue to build trust. By building the trust and maintaining respect, he will be able to provide more time educating the regional partners of RTC's mission, resources, and limitations.
- Regional transportation strategies can be explored, developed, and implemented under his leadership.
- Continue to be an advocate of Board Direction to ensure RTC meets it's goals.
- None to add at this time.

7. **Delivering Results – Status of FY21 Goals and other achievement.**

- The Board rating and the agency achievements during a very difficult years shows his ability to deliver results.
- Agency delivered on FY 21 goals.
- Mr. Thomas and staff all deserve great praise for their accomplishments this year!
- Moving goals forward with databased decision-making were constant in the director team's conversations over FY21 and contributed greatly to making sure these goals were achieved.
- Seeks input from all levels of the organization and has repeatedly asked staff to approach him with any input.
- Staff are one of the best in the region and love the community in which they live and work. They own their assigned projects and work with passion. With their energy, expertise, and support, Mr. Thomas will be able to set a vision and lead the RTC to success on every front.

8. **Additional Comments**

- RTC and its staff have excelled with Mr. Thomas as Executive Director. He never shies away from a challenge and I look forward to seeing how the Agency continues to grow under his distinguished leadership.



REGIONAL TRANSPORTATION COMMISSION

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MEETING DATE: July 16, 2021

AGENDA ITEM 6.3

From: Bill Thomas, AICP Executive Director

RECOMMENDED ACTION

Set Executive Director's Goals for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022).

BACKGROUND AND DISCUSSION

In accordance with the Executive Director's employment agreement, the Commission shall review the employee's performance at least once annually against the duties and obligations of the position, to include goals and objectives to which, to extent possible, have been reduced to writing and agreed upon between the parties.

FISCAL IMPACT

Funding for this item is included in the FY 2022 budget.

PREVIOUS BOARD ACTION

The Commissioners approved Executive Director FY 2021 Goals on August 20, 2020.

ATTACHMENT(S)

A. Summary of Proposed RTC FY 2022 Executive Director Goals

**REGIONAL TRANSPORTATION COMMISSION***Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

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Bill Thomas Proposed FY 2022 Goals

1. Implement streamlined TA Set Aside program.
2. Review Wildcreek High School traffic impacts through the McCarran Boulevard Corridor Study.
3. Create a project close-out stakeholder communication effort.
4. Define RTC role with eBikes and scooters through the Bicycle and Pedestrian Master Plan update.
5. Re-categorize “bike/ped” and “multimodal” project tracking for improved clarity.
6. Strategically approach contract bid timing process to achieve pricing improvements.
7. Identify a housing partner for development of Peppermill excess property to transit-oriented housing project.
8. Participate in advisory groups created during the 81st session of the NV Legislature by AB54 (Advisory Committee on Traffic Safety) and AB413 (Advisory Working Group to Study Certain Issues Related to Transportation).
9. Identify and present alternatives for accelerated construction of improvements on Pyramid from Ingenuity to Egyptian.
10. Utilize targeted marketing strategies to increase ridership by UNR students and riders living/working along BRT routes.
11. Implement property disposal plans.
12. Create long-term property acquisition strategy.
13. Upon receipt of the City of Sparks alignment study, identify planning process for next steps of the eastern extension of La Posada.
14. Complete feasibility analysis, including potential funding, for a single tourist-focused double decker bus.
15. Build and strengthen relationships with other jurisdictions and government entities.
16. Implement a process of formalized follow-up to requests made by the Board.
17. Strategically adjust goals as needed throughout the year to respond to Board direction in a prompt manner.



REGIONAL TRANSPORTATION COMMISSION

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MEETING DATE: July 16, 2021

AGENDA ITEM 6.4

From: Bill Thomas, AICP Executive Director

RECOMMENDED ACTION

Approve the RTC Agency Goals for Fiscal Year (FY) 2022 (July 1, 2021 to June 30, 2022).

BACKGROUND AND DISCUSSION

In accordance with RTC's Personnel Rule 5.7 (Salary Adjustments and Pay-for-Performance), the Commissioners will set agency performance goals at or near the beginning of each fiscal year.

FISCAL IMPACT

Funding for this item is included in the FY 2022 budget.

PREVIOUS BOARD ACTION

The Commissioners approved FY 2021 Agency Goals on July 17, 2020.

ATTACHMENT(S)

A. Summary of Proposed RTC FY 2022 Agency Goals



FY 2022 AGENCY GOALS

- Complete 150 lane miles of Pavement Preservation
- Begin Reconstruction/Rehabilitation:
 - Kings Row Phase 1
 - Golden Valley Road
 - Newport Lane
 - Sparks Consolidated 21-01
 - Reno Consolidated 20-01
 - Reno Consolidated 21-01
- Begin Project Construction:
 - Lemmon Drive Segment 1
 - Oddie/Wells Multimodal
 - Package 3 ADA Access Transit & Pedestrian Connectivity
 - Sparks Boulevard Widening (early action phase)
- Identify and present alternatives for Mill Street Multimodal (Kietzke Lane to McCarran Boulevard)
- Complete Construction Bidding Process for Sky Vista Project
- Begin Design:
 - NEPA on Arlington Bridges Replacement Project
 - Lemmon Drive Segment 2
- Update:
 - RRIF 7th Edition
 - Street and Highway Policy
 - RTC-local jurisdiction agreements regarding transit projects, facilities and operations opportunities
 - Bicycle & Pedestrian Master Plan
 - Intelligent Transportation Systems Master Plan
 - Transit Optimization Plan Strategies, including:
 - Single transit app
 - Educating UNR stakeholders on transit experience
 - Bus stop prioritization by volume
- Complete Electric and Alternative-fuel Vehicle Infrastructure and Advanced Mobility Plan
- Pursue Federal Funding/Earmarks:
 - Arlington Street Bridge
 - BRT South Extension
- Secure Federal funding for Hydrogen Fuel Cell Pilot Project through completion of formal grant set-up.
- Define timeline for Vision Zero Truckee Meadows Action Plan action items and complete identified items in support of Vision Zero and Safe Routes to School programs
- Continue NDOT Collaboration: SBX, US395 North, Mt. Rose, and Geiger Grade Roundabout Projects
- Initiate Verdi Planning Study
- Initiate McCarran Loop Planning Study
- Increase annual RTC RIDE ridership by 15% over FY21
- Downtown Reno Partnership coordination and operations to enhance safety at 4SS
- Implement FlexRIDE Tahoe Service Pilot
- Implement and complete construction on RTC facilities projects:
 - Terminal Way multiple purpose room
 - Modernization of Terminal Way elevators
 - Peppermill BRT Station
- Complete 60% design on 4th Street Station expansion



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MEETING DATE: July 16, 2021

AGENDA ITEM 7.1

From: Bill Thomas, Executive Director

Monthly verbal update/messages from RTC Executive Director Bill Thomas – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

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MEETING DATE: July 16, 2021

AGENDA ITEM 7.2

From: Bill Thomas, Executive Director

Monthly update/messages from RTC Executive Director Bill Thomas on federal matters related to the RTC – *no action will be taken on this item.*

ATTACHMENT

- A. Written report prepared by Cardinal Infrastructure and Thompson Coburn

Federal Update for the Regional Transportation Commission of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
July 16, 2021 Board Meeting
Prepared July 12, 2021

Surface Transportation Reauthorization

On July 1, 2021, the House passed the INVEST in America Act by a vote of 221-201. This five-year reauthorization bill provides \$547 billion for surface transportation, as well as \$168.25 billion for drinking water and wastewater infrastructure. The transportation portion of the bill increased by 11% over last year's proposal to meet the investment goals of the President's American Jobs Plan.

It is unlikely the Senate Banking Committee (with jurisdiction over the transit title) will meet the ambitious proposal laid out by Chairman DeFazio (D-OR), and a concrete strategy has yet to unfold on passing the respective bills, reconciling the differences, and getting it to the President's desk for signature.

Amended and new provisions in the bill include, but are not limited to:

- Amends the Commercial Driver's License provision to only apply to vehicles "designed or used as a stretch limousine" (eliminating its applicability to smaller transit vehicles).
- Expands the Innovation Workforce Standards provision to include mobility on demand services in addition to automated vehicle transit.
- Requires regulations be established to "repurpose, recycle, reuse, sell, or lease transit vehicle batteries that are beyond the useful service life of such batteries for the purpose of transit vehicle propulsion and component parts of such batteries."
- Establishes a \$1 billion All Stations Accessibility Program "to assist eligible entities in financing capital projects to upgrade accessibility for persons with disabilities..."
- Establishes the Reconnecting Neighborhoods Program, "to identify, remove, replace, retrofit, or remediate the effects from eligible facilities and restore or improve connectivity, mobility, and access in disadvantaged and underserved communities..."
- Establishes the Reduce Transit Deserts Program "to establish or enhance bus service with headways equal to or shorter than 20 minutes for at least 18 hours per day in neighborhoods lacking such service; or to establish or increase express lane transit service that connects communities to jobs and essential destinations..."
- Establishes set-asides for "low income communit[ies]" and "priority area[s]" under the Zero Emission Bus Grants Program.
- Requires that not less than 12.5 percent of funds under the Zero Emission Bus Grants Program be available for workforce development training.
- Applies apprenticeship utilization requirements on select grant programs.

House Appropriations

On July 11th, the House Appropriations Committee released its FY 2022 Transportation-HUD appropriations bill. The Transportation-HUD Subcommittee will markup the bill on July 12th, with the full-committee markup on July 16th. The bill provides \$84.1 billion in funding, with an additional \$1.9 billion for U.S. DOT over FY 2021 levels, and \$1.4 billion above the Administration's budget request to Congress.

Funding for the Federal Transit Administration includes but is not limited to:

- \$1.2 billion - RAISE grants (formerly BUILD/TIGER)
- \$2.47 billion - Capital Investment Grant program
- \$464 million - Formula Bus and Bus Facilities (no increase from authorized levels)
- \$492 million - Discretionary Bus and Bus Facilities
- \$295 million - Low or No Emission Vehicle grants
- \$5 million - Zero-emission fleet transition planning grants
- \$25 million - Innovative mobility solutions demonstration and deployments
- \$50 million - Integrated smart mobility grants for planning and capital projects
- \$30 million - Climate resilience and adaptation grants

Funding for the Federal Highway Administration includes but is not limited to:

- \$12.1 billion - Surface Transportation Block Grant program (no plus up from authorized levels)
- \$2.5 billion - Congestion Mitigation and Air Quality Improvement program (no increase from authorized levels)
- \$1 billion - Infrastructure for Rebuilding America grant program (no increase from authorized levels)
- \$15 million - Grants to develop and expand the capacity to use and deploy Advanced Digital Construction Management Systems
- \$12 million - Regional infrastructure accelerator demonstration program
- \$145 million - Nationally significant federal lands and tribal projects program

Senate Bipartisan Infrastructure Proposal

A bipartisan group of Senators released an infrastructure framework that has since been endorsed by the President. The framework provides:

- \$49 billion – public transit
- \$7.5 billion – electric buses and transit
- \$109 billion – roads, bridges, major projects
- \$11 billion – safety
- \$66 billion – passenger and freight rail
- \$7.5 billion – electric vehicle infrastructure
- \$1 billion – reconnecting communities
- \$25 billion – airports
- \$16 billion – ports and waterways
- \$20 billion – infrastructure financing
- \$55 billion – water infrastructure
- \$65 billion – broadband
- \$21 billion – environmental remediation
- \$73 billion – power infrastructure
- \$47 billion – resilience
- \$5 billion – western water storage

The proposed financing sources for this \$579 billion in new investment, above base-line funding levels, includes:

- Reduce the IRS tax gap
- Unemployment insurance program integrity
- Redirect unused unemployment insurance relief funds
- Repurpose unused relief funds from 2020 emergency relief legislation
- State and local investment in broadband infrastructure
- Allow states to sell or purchase unused toll credits for infrastructure
- Extend expiring customs user fees
- Reinstate Superfund fees for chemicals
- 5G spectrum auction proceeds
- Extend mandatory sequester
- Strategic petroleum reserve sale
- Public-private partnerships, private activity bonds, direct pay bonds and asset recycling for infrastructure investment
- Macroeconomic impact of infrastructure investment

Infrastructure Package and Reconciliation

While the surface transportation reauthorization bills are making their way through Congress, there are additional efforts to advance a comprehensive infrastructure bill and a budget reconciliation bill. Senate Majority Leader Schumer said the Senate plans to combine the Senate's surface transportation bill with the infrastructure provisions agreed to by the bipartisan group of Senators.

Separate and apart from the infrastructure package, Democrats are pursuing a budget reconciliation bill. According to reports, Democrats will not use reconciliation to pass additional physical infrastructure funding not secured in the bipartisan framework. Instead, the reconciliation package may include, but is not limited to, climate change (clean energy tax credits, etc.), healthcare, universal childcare, education, paid leave, child tax credit, addressing essential workers who are immigrants, and housing.

The timing on what and when moves remains uncertain. Though the reconciliation bill is likely to originate in the Senate, the question remains on whether or how Democrats will tie the infrastructure package vote to the reconciliation bill. Many progressive Democrats have indicated they are not going to support the bipartisan infrastructure deal unless they can secure assurances that there will be a separate bill with other Democratic priorities.

FTA Personnel

Paul Kincaid will serve as the Federal Transit Administration's (FTA's) Associate Administrator for Communications and Congressional Affairs. Paul served on the Biden-Harris U.S. DOT transition team and had been Director of Congressional Outreach for the Association of Former Members Congress. Prior to that role, he was a freelance consultant for several years following his eight-month service as Associate Administrator at FTA under the Obama Administration.

Paul has significant Hill experience, working as press secretary and communications director for Congressman Mike Honda (D-CA), Congressman Antonio Cardenas (D-CA), and Congressman Russ Carnahan (D-MO), as well as communications director for Senator Bill Nelson's campaign.



REGIONAL TRANSPORTATION COMMISSION

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MEETING DATE: July 16, 2021

AGENDA ITEM 7.3

From: Kristina Swallow, Director NDOT

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*