

Location:



REGIONAL TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno, NV
Date/Time: 9:00 A.M. - Friday, January 16, 2026

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA

- I. The Regional Transportation Commission Great Room 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 Michelle Kraus 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
- 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 that would like to provide presentation aids must bring eight (8) hard copies to be distributed to the Board members at the meeting. Alternatively, presentation aids may be emailed, in PDF format only, to mkraus@rtcwashoe.com prior to 4:00 p.m. on the day preceding the meeting to be distributed to the Board members in advance of the meeting. Members of the public may also provide public comment by one of the following methods: (1) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (2) 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 <https://rtcwashoe.com/news/board-meeting-notes/>. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

1. Call to Order:

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

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):

- 4.1. Minutes
 - 4.1.1 Approve the meeting minutes for the 12/19/2025 RTC Board meeting. (For Possible Action)
- 4.2. Reports
 - 4.2.1 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)

- 4.2.2 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
- 4.2.3 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
- 4.2.4 Acknowledge receipt of the monthly Public Transportation and Operations report for December. (For Possible Action)
- 4.2.5 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.2.6 Acknowledge receipt of the monthly Community Outreach and Media Activity Report. (For Possible Action)

4.3. Planning Department

- 4.3.1 Approve the RTC staff recommended appointment of Michael Lansborough to the Citizens Multimodal Advisory Committee (CMAC), with a term through June 2026. (For Possible Action)

4.4. Engineering Department

- 4.4.1 Approve Amendment No. 1 to the contract with Nichols Consulting Engineers, CHTD, (NCE) for additional design and engineering during construction services for the Biggest Little Bike Network Project, in the amount of \$585,615, for a new total not-to-exceed amount of \$3,084,535. (For Possible Action)
- 4.4.2 Approve a contract with Construction Materials Engineers, Inc., to perform construction management services related to the West Fourth Street Safety Project, in an amount not-to-exceed \$2,816,481.30. (For Possible Action)
- 4.4.3 Approve Amendment #1 to the contract with Wood Rodgers, Inc., for construction support services by the design engineer for the West Fourth Street Safety Project, in the amount of \$193,665, for a new total not-to-exceed amount of \$1,251,495. (For Possible Action)
- 4.4.4 Acknowledge receipt of information regarding an automatic annual increase of 4.5% to the Regional Road Impact Fees as allowed by NRS 278B.225 and required by ordinances adopted by Washoe County, the City of Reno, and the City of Sparks. (For Possible Action)
- 4.4.5 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, a permanent easement on, and a temporary construction easement on, portions of APN 550-650-01 from Arroyo Homeowners Association, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.6 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in a portion of APN 550-603-41 from Legacy Pointe Homeowners Association, which is needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.7 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, a permanent easement on, and six temporary construction easements on, portions of APN 086-390-32 from North Peak Owners NV, LLC, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.8 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a permanent easement and a temporary construction easement on portions of APN 086-412-02 from Stephen Eto and Margaret Eto, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)

- 4.4.9 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire two fee simple interests in portions of APN 552-540-01 and 552-540-02, a permanent utility easement on portions of APN 552-540-01 and 552-540-02, and two temporary construction easement interests on portions of APN 552-540-01 and 552-554-08, from DR Horton INC NNV, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.10 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, two permanent easements on, a relocated public utility easement on, and two temporary construction easements on, portions of APN 568-032-01 from SREIT 10990 Lear, LLC, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.11 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, a permanent easement on, a relocated public utility easement on, and a temporary construction easement interest on, portions of APN 568-033-03 from SREIT 10991 Lear, LLC, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)

5. Discussion Items and Presentations:

- 5.1. Acknowledge receipt of the 2025 Construction Communications and Outreach presentation. (Informational Only)

6. Reports (Information Only):

- 6.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action taken.
- 6.2. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.
- 6.3. Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason or designated NDOT Deputy Director - no action will be taken.

7. Commissioner Announcements and Updates: *Announcements and updates to include requests for information or topics for future agendas. No deliberation or action will take place on this item.*

8. 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.*

9. Adjournment (For Possible Action)



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Draft Meeting Minutes for 12/19/2025

RECOMMENDED ACTION

Approve the meeting minutes for the 12/19/2025 RTC Board meeting.

BACKGROUND AND DISCUSSION

See attachment for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

December 19, 2025

PRESENT:

**Devon Reese, Vice Chair, Reno City Council
Ed Lawson, Mayor of Sparks
Clara Andriola, Washoe County Commissioner (Alternate)
Dale Keller, RTC Deputy Executive Director (Alternate)
Adam Spear, Legal Counsel
Sajid Sulahria, Deputy Director of NDOT (Alternate)**

ABSENT:

**Alexis Hill, Chair, Washoe County Commissioner
Mariluz Garcia, Washoe County Commissioner (Via Phone)
Hillary Schieve, Mayor of Reno
Bill Thomas, RTC Executive Director
Tracy Larkin Thomason, Director of NDOT**

The regular monthly meeting, held in the 1st Floor Great Room at Regional Transportation Commission of Washoe County, Reno, Nevada, was called to order by Vice Chair Reese. The Board conducted the following business:

Item 1 CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

Item 2 PUBLIC COMMENT

Dora Martinez addressed the Board regarding concerns affecting RTC ACCESS drivers and riders. Ms. Martinez stated that ACCESS drivers do not receive holiday work schedules until approximately 24 hours in advance, limiting their ability to make family plans during holidays, and encouraged the Commission to consider providing schedules earlier. She also expressed safety concerns related to floating bus stops, particularly for individuals who are blind or visually impaired, and requested follow-up regarding prior voicemail messages she had left with RTC staff. Ms. Martinez emphasized the importance of accessibility and independent mobility for riders with disabilities.

Justin Haghighi left a voicemail comment on December 18, 2025 @ 12:40 p.m. Mr. Haghighi congratulated the RTC on winning a federal grant to purchase new hybrid buses and commended the strategic use of grant funding to preserve local revenue for critical transit operations. He also raised concerns about the Board's July 2025 decision to discontinue purchasing battery electric buses due to past reliability and infrastructure issues with Proterra. He believes a complete discontinuation creates future risk, as trusted manufacturers now offer battery electric options, ending purchases would lead to a loss of institutional knowledge, and continued experience with alternative fuel technologies is necessary to remain competitive for future grants and innovation.

Item 3 *APPROVAL OF AGENDA*

On motion of Commissioner Lawson to approve, seconded by Commissioner Andriola, which motion unanimously carried, Vice Chair Reese ordered that this item be approved.

Items 4 *CONSENT ITEMS*

4.1 Minutes

4.1.1 Approve the meeting minutes for the 11/21/2025 RTC Board meeting. (For Possible Action)

4.2. Reports

4.2.1 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)

4.2.2 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)

4.2.3 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)

4.2.4 Acknowledge receipt of the monthly Public Transportation and Operations Activity Report. (For Possible Action)

4.2.5 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (For Possible Action)

4.2.6 Acknowledge receipt of the monthly summary report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)

4.3 Planning Department

4.3.1 Approve a contract with DJ&A for planning services to complete the Truckee River Path Implementation Plan, in an amount not-to-exceed \$100,000. (For Possible Action)

4.4 Engineering Department

4.4.1 Approve a contract with Kimley-Horn and Associates, Inc., to provide engineering services for ITS Program Support 2026 through March 31, 2027, in an amount not-to-exceed \$430,000. (For Possible Action)

4.4.2 Approve a contract with Avenue Consultants, Inc., for design and engineering services for the Traffic Design Standards Project through March 31, 2027, in an amount not-to-exceed \$200,000. (For Possible Action)

4.4.3 Approve Amendment No. 2 to the contract with Lumos and Associates, Inc., for additional engineering support services during construction of the Military Road Capacity & Safety Project, in an amount of \$75,200, for a new total not-to-exceed amount of \$2,829,944. (For Possible Action)

4.4.4 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a permanent easement, a permanent utility easement, and a temporary construction easement on portions of APN 086-421-05 from Richard Pelter, which are needed to construct the Military Road Capacity and Safety project. (For Possible Action)

- 4.4.5 Acknowledge receipt of the RTC's Sparks Intelligent Corridors Final Report. (For Possible Action)
- 4.4.6 Approve an administrative settlement in the amount of \$86,556 authorizing RTC to acquire a fee simple interest in the entirety of APN: 086-422-01 from Eng Ming Chen and Shirley Chen, co-trustees of the Eng & Shirley Chen Family Trust, for the Military Road Capacity and Safety Project. (For Possible Action)
- 4.4.7 Approve Amendment No. 1 to the contract with LMN Architects, LLP for additional professional services in connection with the University Area Transportation Project I-80 Crossing Study, in the amount of \$57,600, for a new total not-to-exceed amount of \$156,600. (For Possible Action)
- 4.4.8 Approve a contract with GCW, Inc., for engineering design services and engineering during construction for the Rock Boulevard and Hymer Avenue Intersection Improvement project, in an amount not to exceed \$494,620. (For Possible Action)
- 4.4.9 Approve a combined settlement authorizing RTC to acquire certain property interests related to APN: 019-360-15 from Center Line Group LLC-Reno Services, for the Virginia Street Utility Relocation Project and for the Virginia Line Bus Rapid Transit Project. (For Possible Action)

4.5 Public Transportation/Operations Departments

- 4.5.1 Approve a contract with Pavion Corp to replace the existing antiquated security camera system on 53 fixed-route buses with a cloud-based Verkada security camera system, in an amount not-to-exceed \$1,452,947.99. (For Possible Action)
- 4.5.2 Approve a contract with New Flyer to purchase nineteen (19) hybrid diesel-electric buses utilizing the State of Washington's Cooperative Purchasing Agreement for Transit Buses Master Contract No. 06719-0110, in an amount not-to-exceed \$23,425,495.77. (For Possible Action)

On motion of Commissioner Lawson to approve, seconded by Commissioner Andriola, which motion unanimously carried, Vice Chair Reese ordered these items be approved.

Item 5 DISCUSSION ITEMS AND PRESENTATIONS

5.1 Receive a report on the FY 2025 Annual Comprehensive Financial Report (ACFR) for the Regional Transportation Commission of Washoe County and authorize staff to submit the document to the Nevada Department of Taxation. (For Possible Action)

Christian Schonlau, RTC Director of Finance and Chief Financial Officer, summarized the statutory and federal requirements governing the report, including single audit requirements related to federal funding. Mr. Schonlau reported that the audit resulted in an unmodified opinion, with no findings, misstatements, or issues related to grant compliance. He noted that the ACFR supports future budgeting, the Capital Improvement Program, and long-range transportation planning efforts.

Board members acknowledged the audit results and commended staff for maintaining strong financial stewardship during a year with staffing changes and regulatory challenges.

On motion of Commissioner Andriola to approve, seconded by Commissioner Lawson, which motion unanimously carried, Vice Chair Reese ordered this item be approved.

5.2 Approve the proposed new Fiscal Year 2027 Street & Highway Projects for the RTC Street & Highway Program; approve an Interlocal Cooperative Agreement with the City of Reno and Washoe County specifying responsibilities for delivering certain projects; approve an Interlocal Cooperative Agreement with the City of Sparks and Washoe County specifying responsibilities for delivering certain projects. (For Possible Action)

Dale Keller, RTC Deputy Executive Director, presented the proposed Fiscal Year 2027 Street and Highway Projects and associated Interlocal Cooperative Agreements with the Cities of Reno and Sparks and Washoe County. He explained the project authorization process, statutory criteria under NRS 373.14, and RTC's role in administering projects on behalf of local jurisdictions. Mr. Keller summarized the three annual programs—pavement preservation, traffic operations and ITS, and active transportation—and outlined proposed funding levels.

He highlighted three new projects proposed for FY 2027: the Keystone Avenue Safety Project, the O'Brien Pass Safety Project, and the South Virginia Street Rehabilitation and Virginia Line BRT Improvements. Mr. Keller also provided an overview of current construction and design projects across Reno, Sparks, and unincorporated Washoe County, emphasizing the scale of regional investment and project coordination.

Board members asked clarifying questions regarding North Valleys project information and coordination between safety and bridge improvements along Keystone Avenue. Staff confirmed that project sequencing and funding coordination would avoid duplicative work.

On motion of Commissioner Lawson to approve, seconded by Commissioner Andriola, which motion unanimously carried, Vice Chair Reese ordered this item be approved.

5.3 Approve RTC Federal Priorities and provide direction accordingly. (For Possible Action)

Paul Nelson, RTC Government Affairs Officer, presented the proposed RTC federal priorities, including potential discretionary grant and earmark opportunities. He highlighted priorities such as the bus maintenance facility replacement, transportation expansion to the Tahoe Reno Industrial Center, Sun Valley Boulevard corridor improvements, the Keystone Avenue Bridge replacement, and the University Village connection.

Board members commended staff for recent public outreach efforts related to the Northeast Connector feasibility study and discussed coordination between the Keystone Avenue safety and bridge projects. Staff clarified that bridge funding is currently limited to design and that federal priorities are intended to position the projects for future construction funding.

On motion of Commissioner Andriola to approve, seconded by Commissioner Lawson, which motion unanimously carried, Vice Chair Reese ordered this item be approved.

Item 7 *REPORTS (Informational Only)*

7.1 *RTC Executive Director Report*

Dale Keller, RTC Deputy Executive Director, reported on the following items:

- RTC partnered with Northern Nevada Public Health to provide 28 flu vaccines at Fourth Street Station and 29 at Centennial Plaza.
- A public meeting was held at Red Hawk to let residents and stakeholders know about our Northeast Connector Feasibility and Alignment study to connect Sparks and Spanish Springs to the Tahoe-Reno Industrial Center.
- RTC held two meetings for the Neighborhood Network Plans, one at Hug High School and the other at the Meadowood TMCC Campus.
- Congratulations to Scott Gibson, RTC Project Manager, for receiving the 2026 Network Hero Award from the Pavement Preservation and Recycling Alliance.
- Thank you to everyone who went out to Sam’s Club for our Stuff A Bus Holiday Food Drive last Thursday – either to volunteer or to donate food.

7.2 *RTC Federal Report*

Paul Nelson, RTC Government Affairs Officer, reported on recent federal transit grant awards, including funding for new hybrid buses, upcoming BUILD grant opportunities, congressional appropriations timelines, and anticipated early engagement on FY 2027 earmark requests.

Board discussion included clarification regarding public comments on bus technology transitions, with staff explaining operational and safety considerations related to hydrogen, hybrid, and battery-electric buses.

7.3 *NDOT Director Report*

Sajid Sulahria, Deputy Director NDOT, provided updates on statewide and regional highway projects, including water quality improvements at Marlette Creek, updates to Nevada’s Strategic Highway Safety Plan, progress on US 395 North Valleys Phase 1B, I-80 West McCarran/Keystone improvements, upcoming bridge rehabilitation projects west of Reno, and future North Valleys expansion phases.

Board members discussed funding challenges, construction impacts, and the importance of continued coordination and advocacy.

Item 8 *COMMISSIONER ANNOUNCEMENTS AND UPDATES*

There were no commissioner announcements or updates.

Item 9 PUBLIC COMMENT

No public comment was received.

Item 10 ADJOURNMENT

The meeting was adjourned at 9:45 a.m.

DEVON REESE, Vice Chair
Regional Transportation Commission

****Copies of all presentations are available by contacting Michelle Kraus at mkraus@rtcwashoe.com.**



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.2.1

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance/CFO

SUBJECT: Procurement Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Procurement Activity Report.

BACKGROUND AND DISCUSSION

See Attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ATTACHMENT A

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
Sparks/Ion Traffic Signal	January 8, 2026
Eagle Canyon Safety and Operations	January 13, 2026
Virginia Line BRT	February 5, 2026

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Independent Cost Estimate for Keystone Bridge	February 3, 2026
RTC ERP Evaluator Services	February 5, 2026
Construction Manager at Risk - Keystone Bridge	February 12, 2026
RTC Security Services	February 13, 2026

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
N/A			

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.

Project	Contractor	Contract Amount
Token Transit Purchase of Validators	Token Transit	\$36,200
TE/ITS Program Master Agreement	GCW, Inc.	\$99,500
Web Trip Planner Software Agreement Add-On to Existing MSA	Transit (Quebec)	\$49,179
4SS Internal and External Lighting Retrofit	Have Lights Will Travel	\$97,736.54

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
Military Road Capacity & Safety Project	Lumos & Assoc.	12/19/2025	Amend. 1	\$75,200	\$2,829,944
University I-80 Crossing Study	LMN Architects	12/19/2025	Amend. 1	\$57,600	\$156,600
Corrective Maintenance – ITS Network	Eastern Sierra Engineering	12/18/2025	Amend. 1	\$27,800	\$770,950



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.2.2

To: Regional Transportation Commission

From: Vanessa Lacer, Director of Planning

SUBJECT: Planning Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

PLANNING STUDIES

Neighborhood Network Plans 3 & 4	
Marquis Williams, Project Manager	https://rtcwashoe.com/planning/neighborhood-network-plan/
<i>Status: Planning activities for Neighborhood Network Plans (NNPs) 3 & 4, Meadowood/Hidden Valley and Sun Valley/Panther Valley, began in October 2025. Currently, the project team is conducting public outreach and collecting data for both plans. Surveys and public engagement calendars can be accessed at the web address above. Final plans are expected in December 2026.</i>	
Rock Blvd Corridor/Area Study	
Shay League, Project Manager	https://rtcwashoe.com/planning/corridor-studies/rock-boulevard-corridor-study/
<i>Status: Planning activities for the Rock Blvd Corridor/Area Study began in October 2025. Currently, the project team is finalizing a public outreach strategy and collecting data. Surveys and public engagement calendars will be accessible at the web address above. A final plan is expected in December 2026.</i>	
Kirman/Locust/Wells/Taylor Corridor/Area Study	
Xuan Wang, Project Manager	https://rtcwashoe.com/planning/corridor-studies/locust-taylor-kirman-wells-corridor-study/
<i>Status: Planning activities for the Kirman/Locust/Wells/Taylor Corridor/Area Study began in October 2025. Currently, the project team is finalizing a public outreach strategy and collecting data. Surveys and public engagement calendars will be accessible at the web address above. A final plan is expected in January 2027.</i>	
Congestion Management Process	
Xuan Wang, Project Manager	
<i>Status: Planning activities began in December 2025, and a final plan is expected in October 2026.</i>	
Truckee River Path Implementation Plan	
Vanessa Lacer, Project Manager	
<i>Status: Planning activities began in December 2025, with stakeholder engagement scheduled for February – April 2026. A final plan is expected in August 2026.</i>	
SS4A Comprehensive Safety Action Plan	
Graham Dollarhide, Project Manager	
<i>Status: RTC was awarded \$1.2 million in federal dollars through the FHWA Safe Streets and Roads for All grant program to develop a regional Safety Action Plan. A contract with FHWA has been executed and an RFP was released in October for consultant support. Approval of a vendor contract is expected to be sought in February 2026. Planning activities are expected to begin in early 2026, and a final plan is expected in 2028.</i>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.2.3

To: Regional Transportation Commission

From: Dale Keller, Deputy Executive Director

SUBJECT: Engineering Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

See attachment for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



RTC Engineering Monthly Report

Active Transportation Projects

Biggest Little Bike Network	
Sara Going, Project Manager	https://rtcwashoe.com/projects/biggest-little-bike-network/
Status: The project team is currently developing the 90% design.	

Eagle Canyon Safety and Operations	
LaShonn Ford, Project Manager	https://rtcwashoe.com/projects/eagle-canyon-safety-and-operations/
Status: Design is complete. Solicitation for construction has begun. Construction will begin June 2026.	

Capacity/Congestion Relief Projects

Buck Drive Circulation

Bryan Byrne, Project Manager

<https://rtcwashoe.com/projects/buck-drive-circulation/>

Status: Construction is tentatively anticipated to begin in spring 2026.

Geiger Grade Road Realignment

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/geiger-grade-road-realignment/>

Status: The feasibility study is underway including traffic analysis and environmental review of the study area.

Military Road Capacity & Safety

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/military-road-capacity-safety/>

Status: The RTC, in cooperation with the City of Reno, is in the final design phase for the project. Construction is tentatively anticipated to begin in summer 2026.

Mill Street Capacity & Safety

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/mill-street-capacity-and-safety/>

Status: Q&D Construction continues work on the Project. Visit MillStreetWidening.com for additional information.

North Valleys North Virginia Street Capacity

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/north-valleys-north-virginia-street-capacity/>

Status: Project is currently performing survey, geotechnical investigations, hydrology/hydraulics analysis, traffic modeling, utility coordination, and preliminary engineering. Preliminary engineering is advancing from 30% design to 60% design.

Pembroke Drive Capacity & Safety

Ashley Hurlbut, Project Manager

<https://rtcwashoe.com/projects/pembroke-drive-capacity-safety/>

Status: Nichols Consulting Engineers (NCE) has progressed the design to 90%. Coordination with the City of Reno, Washoe County, and utility companies located along Pembroke continues.

Project advancing toward final design and working toward final right-of-way setting.

Pyramid Highway Operations Improvements

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/pyramid-highway-operations-improvements/>

Status: 100% design anticipated Spring 2026.

Pyramid Wy, Sparks Blvd, Highland Ranch Pkwy Intersection

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/pyramid-way-sparks-boulevard-highland-ranch-intersection/>

Status: Preliminary design and data collection has begun. This project involves providing 60% level design for the Pyramid/Sparks Interchange as well as preliminary (30%) design of the Connector (the new roadway from Pyramid Highway to US 395), identified as Phase 3 in the draft phasing plan of the FEIS.

A packaging plan and phasing evaluation will be conducted for the overall Pyramid Highway/US 395 Connector project to better address potential funding availability for construction implementation. Traffic modeling and analysis will be utilized in a scenario approach to support the packaging and phasing effort alongside public involvement and a National Environmental Policy Act (NEPA) compatibility review.

Sparks Boulevard Capacity Improvement

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/sparks-boulevard-capacity-improvement-greg-street-to-baring-boulevard/>

Status: Construction started Monday September 15, 2025. Overhead utility relocation at Prater Way has started. Structural work within the North Truckee Drain, including box culvert extensions and retaining wall construction will continue through the Winter.

The community is encouraged to stay informed of the project. More information is available at SparksBlvdProject.com.

Vista Boulevard/Disc Drive Intersection Improvement

Alex Wolfson, Project Manager

<https://rtcwashoe.com/projects/vista-boulevard-disc-drive-intersection-improvements/>

Status: The new lanes at the Vista Blvd and Disc Drive intersection are now open. Please stay alert for crews performing finishing work.

The following final work items will occur at the intersection in 2026:

- Final traffic signal upgrades (January 2026)
- Final pavement overlay and striping (Spring 2026)

Corridor Improvement Projects

Arlington Avenue Bridges NEPA/Design/EDC

Bryan Byrne, Project Manager	https://rtcwashoe.com/construction-projects/arlington-avenue-bridges-project/
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Status: Project is under construction.

Please visit: ArlingtonBridges.com for up-to-date information and traffic detours.

Butch Cassidy Drive Extension

Kimberly Diegle, Project Manager	https://rtcwashoe.com/projects/butch-cassidy-drive-extension/
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Status: Final design is underway for the project.

Keystone Ave Bridge Replacement

Sara Going, Project Manager	https://rtcwashoe.com/projects/keystone-avenue-bridge-replacement/
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Status: The project will complete geotechnical borings for the Keystone Bridge in January and February 2026. The project is also advancing procurement of a CMAR contractor and independent cost estimator for the project.

Lemmon Drive Traffic Improvements and Resiliency

Bryan Byrne, Project Manager	https://rtcwashoe.com/projects/lemmon-drive-traffic-improvements-and-resiliency/
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Status: The project team is progressing toward the 90% design phase as feedback is incorporated and refinements are made. The NEPA studies are also being reviewed and continue to advance on schedule, supporting the overall project timeline.

A public hearing meeting will be scheduled in early 2026, with more details to be shared as the date approaches.

More information can be found on the projects website at <https://northvalleysimprovements.com/>

McCarran Boulevard Safety and Operational Improvements

Jessica Dover,
Project Manager

<https://rtcwashoe.com/projects/mccarran-boulevard-safety-and-operational-improvements/>

Status: Northtowne Ln to Pyramid Wy - 30% design received

Plumas St to S. Virginia St - 30% design received

Task Order No. 1 under the Master Services Agreement to be complete January 2026.

Sierra Street Bridge Replacement

Bryan Byrne,
Project Manager

<https://rtcwashoe.com/projects/sierra-street-bridge-replacement/>

Status: The project team has successfully completed the 90% design milestone. Work is now shifting toward advancing the plans to the 100% design stage, incorporating feedback received to date and refining project details.

Coordination with the Construction Manager at Risk (CMAR) contractor is ongoing to support constructability reviews, cost evaluations, and scheduling considerations as the design progresses.

For more details, visit the project website at [www.sierrastreetbridge.com].

Sun Valley Boulevard Corridor Improvements - Phase 2

Jessica Dover,
Project Manager

<https://rtc2023.wpengine.com/construction-projects/sun-valley-boulevard-corridor-improvements-phase-2/>

Status: NCE is continuing design and Environmental efforts; 60% design anticipated January 2026

West Fourth Street Downtown

Scott Gibson,
Project Manager

<https://rtcwashoe.com/projects/west-fourth-street-downtown/>

Status: Construction is underway with sidewalk work on the North Side of the road from West Street toward Vine, then moving on to the South side. There will be a winter break from December 22 to January 5 and the contractor will return to complete the Vine intersection and the corridor lighting improvements.

West Fourth Street Safety

Scott Gibson,
Project Manager

<https://rtcwashoe.com/projects/west-fourth-street-safety/>

Status: RTC has awarded the construction contract to SNC and the construction management contract to CME, Inc. Construction is expected to begin March 3, 2026.

Pavement Preservation Projects

Arrowcreek/Wedge Rehabilitation

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/arrowcreek-parkway-wedge-rehabilitation/>

Status: Arrowcreek Pkwy is substantially complete

Wedge Pkwy paving and Shared Use Path (SUP) improvements nearing Substantial Completion; Granite will work to complete minimal SUP, Golden Gate Dr signal improvements and punch list items through January 2026

La Posada Corrective

Bryan Byrne, Project Manager

<https://rtcwashoe.com/projects/la-posada-corrective-project/>

Status: The project is at 100% design and is working to bid the project in January 2026.

Prater Way Rehabilitation

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/prater-way-rehabilitation/>

Status: Final design of the project is underway. Permission to Construct agreements have been sent to most adjacent property owners.

RTC and City of Sparks staff presented the proposed Road Diet concept at Sparks City Council on December 8, 2026.

Follow the link to the City Council Meeting archived video:

<https://www.youtube.com/watch?v=tpOuhakXh7A>

RTC plans to hold a community meeting in January 2026. More information to come.

Veterans Roundabout Modifications

Jessica Dover

<https://rtcwashoe.com/projects/veterans-roundabout-modifications/>

This Project is Substantially Complete

Q&D will be on site throughout January 2026 to complete remaining punch list items

Traffic Signal Timing 7

Alex Wolfson

<https://rtcwashoe.com/projects/traffic-signal-timing-7-project/>

New timing plans have been deployed on Vista Blvd for the morning commute.

E. Lincoln Way Roundabout

Ashley Hurlbut

<https://rtcwashoe.com/projects/legends-roundabouts/>

Construction began July 2025 and was substantially complete by the end of September 2025.

Pedestrian flashers at all crosswalks around the E. Lincoln Way/Scheels Drive roundabout are anticipated to be installed by the end of the year when the equipment arrives.

Traffic Signal Modifications (TSM) 25-01

LaShonn Ford

<https://rtcwashoe.com/projects/traffic-signal-modifications-25-01/>

Construction is underway at several locations. Crews are working intermittently as weather allows.

Sparks/Ion Traffic Signal	
LaShonn Ford	https://rtcwashoe.com/projects/sparks-boulevard-ion-drive-traffic-signal/
Solicitation for construction is underway. Construction to start in Spring 2026.	

Other Projects

Virginia Line BRT Improvements

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/virginia-line-brt-improvements/>

Status: Final design is complete for the project. NV Energy is proceeding with an overhead to underground utility relocation project, anticipated to start in Early 2026. Construction of the BRT improvements and road work is expected to start in Spring 2026.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.2.4

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation & Operations

SUBJECT: Public Transportation and Operations Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations report for December.

BACKGROUND AND DISCUSSION

See attachment for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Highlights -



RTC Provided Free Transit Services on New Year’s Eve – On Wednesday, December 31, RTC offered free transit service on New Year’s Eve to help the community celebrate responsibly and keep our roads safe.

RTC RIDE Key Highlights – December

- 2 trainees released to Operations for revenue service.
- Driver of the Month: Gonzalo Monteleon
- 99% service hours and trips delivered.
- Bus request for Stuff A bus Food Drive
- Driver Bid
- Christmas Day, Sunday level Service
- Employee Engagement: Christmas lunch- Happy Cajun
- Ugly Christmas Sweater
- 0 new Grievances filed; 2 Grievances settled.



Keolis represented staffing headcount as of December 30, 2025:

Position	Total Employed	#Needed
Coach Operator Trainees	3	0
Coach Operators	168	5
Dispatchers	6	0
Road Supervisors	6	0
Mechanic A	6	0
Mechanic B	3	0
Mechanic C	3	0
Facilities Technician	2	0
EV Technician	1	0
Utility Worker	13	0
Electronics Tech	2	0
Body Technician	1	0



RTC ACCESS Key Highlights – December

Classes: Dec 1, 10 hired, 4 into revenue
Dec 15, 11 hired, 5 in training

Safety:

- **Accidents:**
 - 1 Preventable
 - 0 Non-preventable

- **Incidents**
 - 0
- **Injuries:**
 - 1
- **YTD Preventable Accident Count:** 18
- **YTD Injury Count:** 4

December Safety Blitzes – Overhead Obstacles/Winter Driving

December Safety Meeting – The Mark video, Run High Fight video, Fire Extinguisher Use

MTM represented staffing headcount as of December 30, 2025:

Position	Total Employed	#Needed
Drivers	63FT – 0PT	7FT – 0 PT
Dispatchers	4 FT	0.5
Reservationists	4.5 FTE’s	0
Mechanic A	2.5 FT	1
Utility Worker	1	1
Facility/Maintenance Technician	1	0

TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools dropped to 317 as Tesla cuts back on its vanpool program and moves to more shuttles. Staff continues to work with both the Tahoe folks and Commute with Enterprise to add more vans.
- Staff is also working with Commute with Enterprise on their new FlexVan program to enable people to purchase single seats on the vanpool.
- Staff meets weekly with RTC’s marketing



company Celtis. The vanpool video posted on on LinkedIn on November 2nd in both English and Spanish. The flyer will go out in January to targeted companies. Staff will be working with the new marketing person from Commute with Enterprise to follow up on mailers with in-person visits.

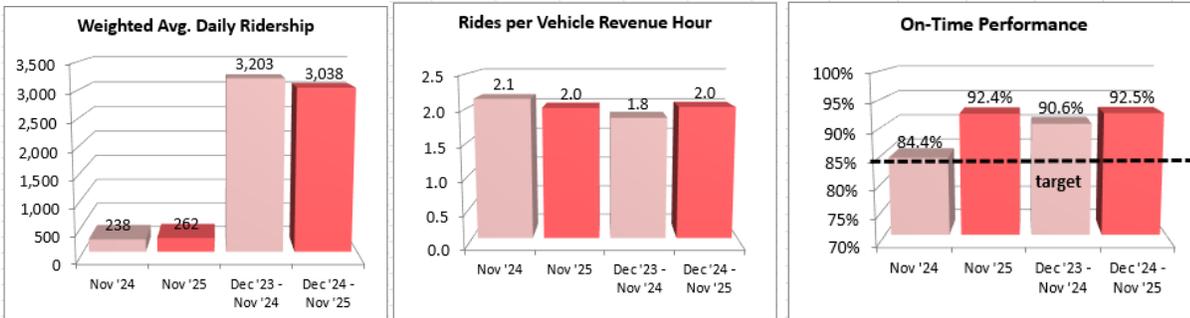
- Smart Trips helped out at RTC’s annual Stuff a Bus event on December 11.

DECEMBER 2025 TRANSIT PERFORMANCE

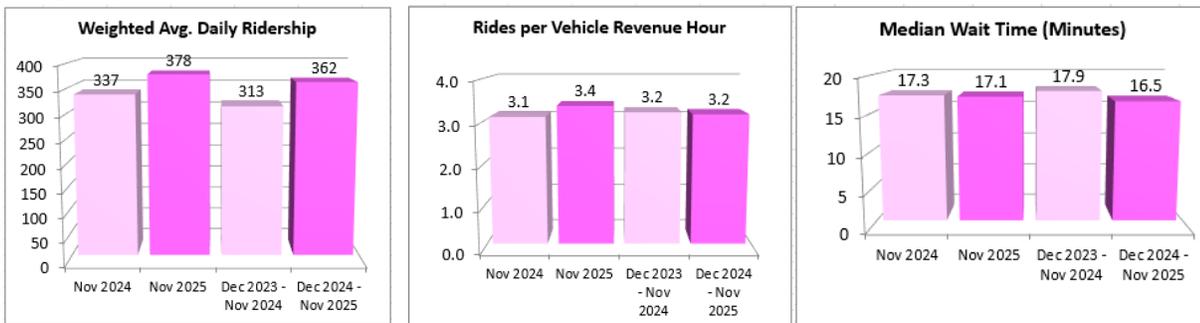
RTC RIDE

Data unavailable due to change in APC vendor.

RTC ACCESS



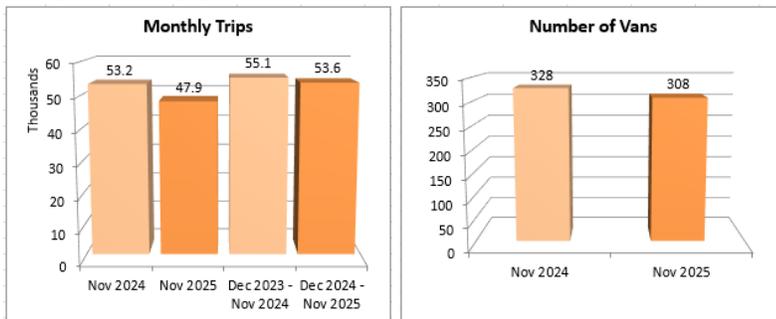
RTC FlexRIDE



TART

Data unavailable due to change in APC vendor.

RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.2.5

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Transportation Planning Manager

SUBJECT: Advisory Committee Report

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 members from the community. 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.

No committee meetings have been held since the Board last met.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.2.6

To: Regional Transportation Commission

From: Josh MacEachern, Public Information Officer

SUBJECT: Community Outreach and Media Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Community Outreach and Media Activity Report.

BACKGROUND AND DISCUSSION

See attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



> RTC Communications & Outreach Report December 2025



www.rtcwashoe.com

> Outreach Activities

Josh MacEachern, Project Manager

December Overview:

RTC had a strong finish to 2025 Communications & Outreach, with significant community engagement and media coverage for:

- NYE Free Rides
- Northeast Connector Feasibility & Alignment Study
- Neighborhood Network Plans 3 & 4 (Sun Valley/Panther Valley, Meadowood/Hidden Valley)
- Stuff-A-Bus Holiday Food Drive, and KTVN 2 Share Your Holidays
- Arlington Avenue Bridges Updates
- Mill Street Updates
- Sparks Boulevard Updates
- Veterans Roundabout Completion/Ribbon Cutting

In addition, RTC saw growth across all social media channels.

December Highlights:

- **100 TV Spots (addendum includes 25 highest viewed)**
- **722,955 Estimated Audience**
- **\$62,810 Local Ad Value**
- **Free Rides on NYE**
- **Prater Rehab Presentation**
- **RTC Buses Snow Prep**
- **Northeast Connector Public Meeting**

> Outreach Activities

Josh MacEachern, Project Manager

Public Outreach:

- **12.2.25 – Veterans Roundabout Ribbon Cutting (Josh/Paul/Jessica/Dale/Amanda)**
- **12.2.25 – Ward 3 NAB (Paul)**
- **12.5.25 – Arlington Avenue Bridges Media Opportunity (Bryan/Josh/Dale)**
- **12.9.25 – Sun Valley / Panther Valley Neighborhood Network Plans Community Workshop (Marquis/Graham/Josh)**
- **12.10.25 – Meadowood / Hidden Valley Neighborhood Network Plans Community Workshop (Marquis/Graham/Josh)**
- **12.11.25 – Stuff-A-Bus Food Drive (RTC Staff)**
- **12.12.25 – Regional PIO Meeting (Josh)**
- **12.12.25 – KTVN Share Your Christmas (Paul/Josh)**
- **12.17.25 – Northeast Connector Public Meeting (RTC Staff)**
- **12.22.25 – KOLO Around Town with RTC (Paul)**

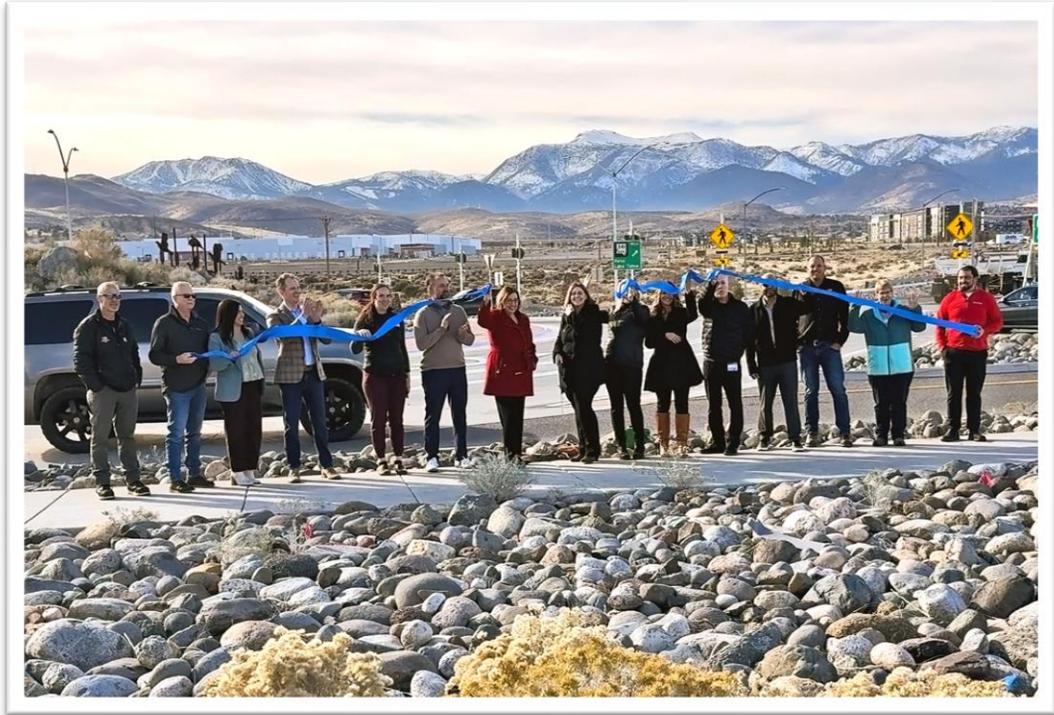
Press Releases:

- **12.1.25 – Veterans Roundabout Ribbon Cutting**
- **12.4.25 – Arlington Bridges Media Opportunity**
- **12.9.25 – Neighborhood Network Plan Community Workshops**
- **12.10.25 – Stuff-A-Bus Food Drive**
- **12.11.25 – Northeast Connector Public Meeting**
- **12.30.25 – New Years Eve Free Rides**

> Outreach Activities

Josh MacEachern, Project Manager

Highlights:



> Outreach Activities

Josh MacEachern, Project Manager

Highlights:



> Social Media

Josh MacEachern, Project Manager

Facebook

- Viewers: 85.8k
- Content Interactions: 1.3k
- Link Clicks: 5.5k
- Visits: 2.4k
- New Follows: 227 (up 404% MoM)
- Followers: 5,417

Instagram

- Reach: 26.9k
- Content Interactions: 400
- Followers: 2,506

X

- Impressions: 2.7k
- Engagements: 169
- Likes: 19
- Followers: 2,263

YouTube

- Views: 2.5k (up 89% MoM)
- Watch time (hours): 54.4
- Subscribers: 516

Email Marketing

- Subscribers: 3k

> Video Production

Paul Nelson, Project Manager

The Road Ahead:

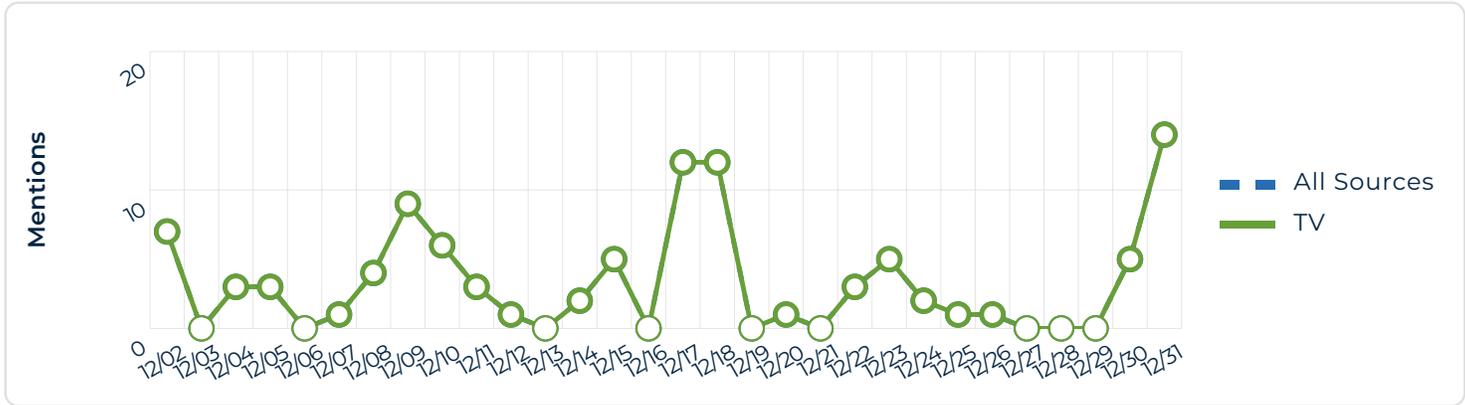
- **12.2.25 – Stuff A Bus Holiday Food Drive**
- **12.9.25 – Arlington Bridges Replacement Progress**
- **12.16.25 – Arrowcreek/Wedge Parkway Completion**
- **12.23.25 – New Year’s Eve Free Transit**
- **12.30.25 – Northeast Connector Study**

Other:

- **December RTC Board Meeting**
- **Northeast Connector Virtual Presentation**

	<p>The Road Ahead: Northeast Connector Study</p> <p>The RTC recently conducted a feasibility and alignment study to see if a new road between Spanish Springs/Sparks and the Tahoe-Reno Industrial Center...</p>	 Public	None	Dec 30, 2025 Published
	<p>Northeast Connector Public Meeting 12.17.25</p> <p>Presentation of the Northeast Connector Feasibility Study.</p>	 Public	None	Dec 23, 2025 Published
	<p>The Road Ahead: New Year’s Eve Free Transit</p> <p>RTC transit services will be free on New Year’s Eve 6 p.m.-2 a.m. Public transit is a safe way for people to get to their destinations while celebrating the Ne...</p>	 Public	None	Dec 23, 2025 Published
	<p>The Road Ahead: Arrowcreek/Wedge Parkway Completion</p> <p>Major construction on Arrowcreek Parkway and Wedge Parkway. The project includes pavement reconstruction, new sidewalk, curb, gutter, a multiuse...</p>	 Public	None	Dec 16, 2025 Published
	<p>The Road Ahead: Arlington Bridges Replacement Progress</p> <p>Both channels of the Truckee River are flowing at Wingfield Park, now that construction of the south bridge abutments are completed. This is a critical...</p>	 Public	None	Dec 9, 2025 Published
	<p>The Road Ahead: Stuff A Bus Holiday Food Drive</p> <p>The RTC is stuffing a bus with nonperishable foods at the Sam’s Club on Kietzke Lane on Thursday, December 11 from 10 a.m. to 4 p.m. All collected...</p>	 Public	None	Dec 2, 2025 Published

> Addendum

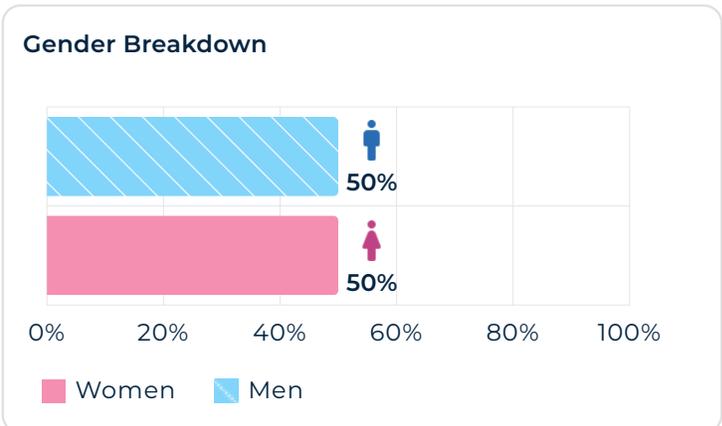
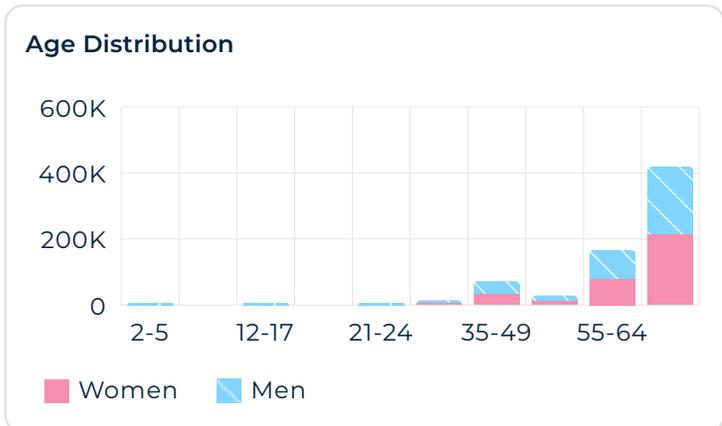
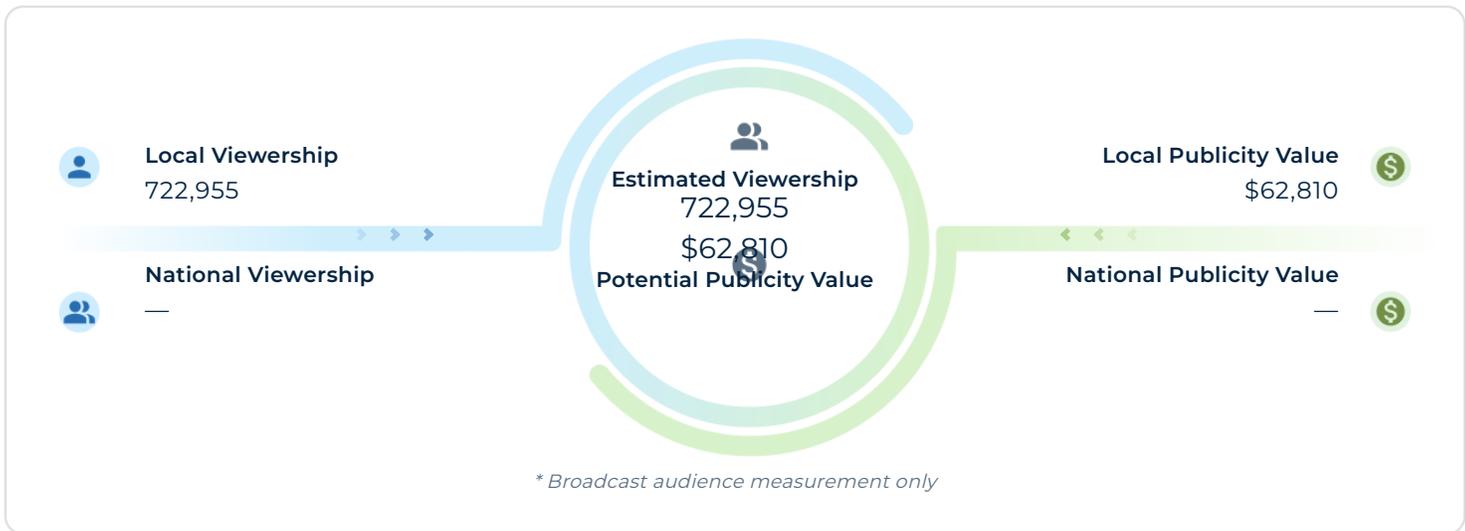


Syndicated Viewership

National Viewership —	Local Viewership 722,955	# of Distinct Airings 5
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Syndicated Publicity Value

National Publicity Value —	Local Publicity Value \$62,810	Gender Breakdown ♂ 50% ♀ 50%
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i Some events may lack audience data due to their type or region.
Totals reflect only events with available viewership or demographic information.



KOLO 8 News Now @ 6:30PM

Event Type: **TV** Audience: **16,737**
 Dec 31, 2025 6:30:16 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

The **rtc** will be offering free rides on all platforms that's regular buses, flex ride and access ("Its all about safety at the



KOLO 8 News Now @ 5PM

Event Type: **TV** Audience: **15,721**
 Dec 31, 2025 5:15:15 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

Rtc is offering free rides. ("We are very excited to once again be doing free rides on New Years Eve across all **rtc** services. That's your normal bus, your access, or your flexride. That is from 6pm on new years eve to 2am on new years day") new year's eve...



2 News Nevada at 5:00pm

Event Type: **TV** Audience: **13,121**
 Dec 31, 2025 5:05:02 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

As a reminder -- **rtc** is offering free transit services starting at six tonight -- and going through two a-m tomorrow. The countdown is on in new york city... Where police have been lining the streets around times square since this morning.



KOLO 8 Midday @ 11am

Event Type: **TV** Audience: **8,625**
 Dec 31, 2025 11:00:24 AM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

A reminder-- **rtc** is offering free rides tonight starting at 6 through 2 tomorrow and reno fire is reminding you that setting off your own fireworks is illegal. Chief dave cochran saying not only can they lead to injuries-- especially among kids-- but stray embers can lead to fires.



Mornings on Fox 11

Event Type: **TV** Audience: **8,934**
 Dec 31, 2025 7:30:17 AM Category: **News**
 Source: **KRXI (FOX)** Country: **US**
 Market: **Reno, NV**

And if you would like a safe ride home tonight, the **RTC** of Washoe County is offering free rides on all **RTC** Transit services. Service will be free from six in the evening tonight through 2 a.m. tomorrow, giving riders a safe way to celebrate and get home.



Mornings on Fox 11

Event Type: **TV** Audience: **9,091**
 Dec 31, 2025 7:00:12 AM Category: **News**
 Source: **KRXI (FOX)** Country: **US**
 Market: **Reno, NV**

Use a ride share app, call a friend, use **RTC**, whatever it is that you can do. More than 40% of New Year's Eve. Deadly crashes involve alcohol, three times more than the national average for any other day of the year.



2 News Nevada at 7:00pm

Event Type: **TV** Audience: **26,886**
 Dec 30, 2025 7:11:02 PM Category: **News**
 Source: **KTNV (CBS)** Country: **US**
 Market: **Reno, NV**

And **rtc** will be offering free rides tomorrow night to make sure everyone gets to and from their celebrations safely. No fees will be charged from six p-m until two a-m on the first. **Rtc** says this is one of the busiest nights of the year -- and it aims to keep the community safe while celebrating the new year.



KOLO 8 Midday @ 11am

Event Type: **TV** Audience: **8,625**
 Dec 24, 2025 11:03:04 AM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

So all of our road supervisors and employees have equipment in the back of their vehicles,also in the back of their support vehicles to help mitigate inclement weather and to prepare for any type of snow **rtc** says theed away from dangerous stretches should the road conditions demand it...



KOLO 8 News Now @ 11PM

Event Type: **TV** Audience: **9,303**
 Dec 23, 2025 11:05:13 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

To keep a bit treacherous& especially with the christmas holiday this week, and more travelers on the roads& that's why **rtc** and keolis have activated a snow action plan to prepare.



KOLO 8 News Now @ 6:30PM

Event Type: **TV** Audience: **11,058**
 Dec 23, 2025 6:35:13 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

And when road conditions demand it, **rtc** will reroute buses away from dangerous stretches and, as a last resort, cancel service to protect we'll pass along any route that are ready to put those chains on at any point, just like we heard from the operations manager.



KOLO 8 News Now @ 6:30PM

Event Type: **TV** Audience: **11,058**
 Dec 23, 2025 6:30:12 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

Not only for your own safety but to avoid becoming a **rtc** buses are preparing for winter driving condition* ... On the roads... Kolo 8 news nows*emily benit* joins us live... And emily.. You spoke with **rtc** today -- about what they do-- ahead of time..



KOLO 8 News Now @ 5PM

Event Type: **TV** Audience: **11,427**
 Dec 23, 2025 5:00:00 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

So all of our road supervisors and employees have equipment in the back of their vehicles,also in the back of their support vehicles to help mitigate inclement weather and to prepare for any type of snow to prepare for any type of snow that may come.d it, **rtc** will reroute buses away from dangerous stretches and, as a last



Good Morning Reno 6am

Event Type: **TV** Audience: **8,962**
 Dec 18, 2025 6:05:54 AM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

At a meeting last night -- **rtc** said their goal is to help reduce commuter congestion along i-80 -- which serves as the sole connection between these areas... A new proposed plan would add a connection from either *vista boulevard* or *la posada driv*...



2 News Nevada at 7:00pm

Event Type: **TV** Audience: **24,328**
 Dec 17, 2025 7:04:01 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

The area where **rtc** is presenting data from features possible connections from sparks, east on i-80, toward the tahoe-reno industrial center-- r-t-c's teams conducted data collection throughout those area's to further understand the possibility of this project.



2 News Nevada at 6:30pm

Event Type: **TV** Audience: **26,291**
 Dec 17, 2025 6:51:54 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

curbside-to confusion on does to minimize what **rtc** says it what **rtc** says it does to minimize confusion on curbside-to curbside pickups. And they don't just check senior volunteers can do to help rpd--next in your 2 cents. In addition to it's regular bus services, **rtc** offers curbside to curbside rides.



2 News Nevada at 6:30pm

Event Type: **TV** Audience: **26,291**
 Dec 17, 2025 6:46:33 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

What **rtc** says it does to minimize confusion on curbside-to curbside pickups. And they don't curbside pickups.



2 News Nevada at 5:00pm

Event Type: **TV** Audience: **20,384**
 Dec 17, 2025 5:20:08 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

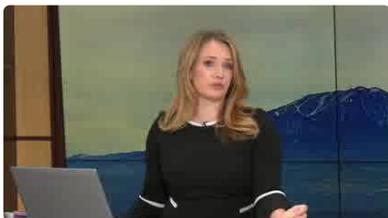
rtc engineering manager: "a lot of people experience a crash almost every other day. There's a lot of slowdowns and there's a need to provide, some reliable and consistent, commuting for our community."



KOLO 8 News Now @ 5PM

Event Type: **TV** Audience: **13,055**
 Dec 15, 2025 5:00:01 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

"When you are approaching a roundabout, make your plan. (2:02) If the traffic is not cleared, stop." in sparks, rtc has recently completed their legends roundabouts project...



KOLO 8 Midday @ 11am

Event Type: **TV** Audience: **8,660**
 Dec 15, 2025 11:32:14 AM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

Happening this week rtc is alternate route to ease traffic between sparks and the tahoe reno industrial center the*northeast connector feasibility and alignment stud*... Is now complete and explores potential benefits and the feasibility of a new roadway between*spanish spring* and tric.



2 News Nevada at 6:30pm

Event Type: **TV** Audience: **11,771**
 Dec 11, 2025 6:34:47 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

Rtc is collecting "donations" to help with "food insecurity" in northern nevada, through its "stuff the bus" event. RTC: "rtc is a community organization at heart and any other community organization that needs help... we're there."



2 News Nevada at 7:00pm

Event Type: **TV** Audience: **24,328**
 Dec 10, 2025 7:04:54 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

rtc: Really what we want to hear from the community is where they're having issues crossing the street, where they feel unsafe, where they don't feel comfortable. All those sorts of things.



2 News Nevada at 6:30pm

Event Type: **TV** Audience: **27,293**
 Dec 10, 2025 6:34:26 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

New tonight-- **rtc** is holding a workshop to gather your feedback about the next phase of its neighborhood network plan for the meadow and hidden valley area. The meeting just wrapped up moments ago... But if you are interested in learning more, **rtc** has surveys and interactive maps posted online.



Fox 11 News at 10

Event Type: **TV** Audience: **57,217**
 Dec 08, 2025 10:00:07 PM Category: **News**
 Source: **KRXI (FOX)** Country: **US**
 Market: **Reno, NV**

The city council met today to discuss the matter as they heard a joint presentation from the Sparks transportation manager and the **RTC**.



2 News Nevada at 5:30pm

Event Type: **TV** Audience: **17,262**
 Dec 02, 2025 5:45:54 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

And -- **rtc** is celebrating finishing improvements to a roundabout in south reno. As we've reported-- they were working on the traffic flow at the roundabout at veterans parkway and geiger grade... Including adding a new lane that might make commutes easier for many people.



KOLO 8 News Now @ 5PM

Event Type: **TV**

Audience: **10,833**

Dec 02, 2025 5:05:05 PM

Category: **News**

Source: **KOLO (ABC)**

Country: **US**

Market: **Reno, NV**

We should also thank **rtc** and the team that they had in place to construct this. They got it done 30 days-ish... a month early.") the ribbon-cutting took place at 12:15 this afternoon. ### one of the police officers--- who took*luigi mangion* into custody last december--- is testifying.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Marquis Williams, Senior Transportation Planner

SUBJECT: Citizens Multimodal Advisory Committee New Appointment

RECOMMENDED ACTION

Approve the RTC staff recommended appointment of Michael Lansborough to the Citizens Multimodal Advisory Committee (CMAC), with a term through June 2026.

BACKGROUND AND DISCUSSION

The CMAC is currently composed of seven members of the community and two transit representatives recommended by Teamsters Local No. 533. The CMAC provides input to RTC staff on issues and activities related to public transportation, the regional street and highway system, pedestrian and bicycle facilities, and multimodal transportation planning. This action will appoint Michael Lansborough to the CMAC as one of the two Teamsters recommended members, to serve out the remainder of the departing member's term ending June 2026.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

10/17/2025 - Approved the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2026.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: Sara Going, Project Manager

SUBJECT: Biggest Little Bike Network PSA Amendment No. 1

RECOMMENDED ACTION

Approve Amendment No. 1 to the contract with Nichols Consulting Engineers, CHTD, (NCE) for additional design and engineering during construction services for the Biggest Little Bike Network Project, in the amount of \$585,615, for a new total not-to-exceed amount of \$3,084,535.

BACKGROUND AND DISCUSSION

On February 16, 2024, the RTC and Nichols Consulting Engineers (NCE) executed an agreement to perform engineering design services for the Biggest Little Bike Network Project. The project has advanced to 90% design following two rounds of public outreach in 2024 and 2025 and coordination with stakeholders on the four project corridors: 5th Street, Vine Street, Virginia Street, Lake/Evans/Sinclair Street. The project will implement protected bikeways and pedestrian safety improvements by retrofitting the existing streets. The nature of the project requires close coordination with stakeholders and ability to evaluate different street configurations to meet the many existing and future needs along the project corridors.

This amendment, Amendment No. 1, provides \$585,615 to NCE for specific evaluations performed in preliminary design, budget to design final project scope following project outreach stages, additional right of way engineering services, and additional budget to provide engineering support services during construction of the project, anticipated to begin in 2026. The development of the amended fee included review of work completed to date as well as evaluation of unused areas of previously budgeted scope. Additional details can be found in the scope document within the attached amendment. All other provisions of the contract shall remain in full effect.

While the schedule may fluctuate, the targeted schedule for these services is as follows:

- Final Design & Bidding: Spring/Summer 2026
- Begin Construction: Summer/Fall 2026

This item supports the FY2026 RTC Goal, "Begin Construction: Biggest Little Bike Network".

FISCAL IMPACT

Fuel Tax Appropriations for this project are included in the FY 2026 budget.

PREVIOUS BOARD ACTION

2/16/2024 - Approved a contract with Nichols Consulting Engineers, CHTD (NCE) for design services related to the Downtown Reno Micromobility Project, in an amount not-to-exceed \$2,498,920.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Nichols Consulting Engineers (“Consultant”) entered into an agreement dated February 16, 2024. This Amendment No. 1 is dated and effective as of January 16, 2025.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to extend the term of the contract, as well as to add additional contract authority for additional design and engineering during construction services.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. Section 1.1 shall be replaced in its entirety with the following:

The term of this Agreement shall be from the date first written above through June 30, 2028, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

2. Section 3.2 shall be replaced in its entirety with the following:

The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC’s Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC’s Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Design Services (Tasks 1 through 10)	\$2,846,103.00
Task 11 Design Contingency	\$ 125,000.00
Task 12 Engineering During Construction (EDC)	\$ 93,432.00
Task 13 Engineering During Construction Contingency	\$ 20,000.00
Total Not to Exceed	\$3,084,535.00

3. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A attached hereto.
4. Exhibit B – Fee Schedule is replaced in its entirety with the version of Exhibit B attached hereto.
5. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this amendment.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD (NCE)

By: _____
Angela Hueftle, PE, Principal

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **BIGGEST LITTLE BIKE NETWORK**

SCOPE OF SERVICES

Original Contract: CONSULTANT will provide preliminary and final engineering services for the Downtown Micromobility Project (Project). Building upon prior planning efforts and work completed that is documented in the Downtown Reno Conceptual Bicycle Network Report, the following roadways have been approved by the RTC Board and City of Reno for low stress bicycle improvements and are included in this scope of work: 5th Street from Evans Avenue to Keystone Avenue, Evans Avenue/Lake Street/Sinclair Street from 9th Street to Holcomb Avenue, Virginia Street from 9th Street to California Avenue, and Vine Street from University Terrace to Riverside Drive. Anticipated improvements include roadway reconfigurations with curbs and striping, traffic signal modifications, and intersection improvements. Landscaping, lighting, street furniture, and placemaking elements are not included. This scope assumes the entire project will be delivered as one phase. The scope of services will consist of the following tasks:

Amendment 1: CONSULTANT will provide final engineering services and engineering services during construction for the Biggest Little Bike Network (formerly Downtown Micromobility Project). The project limits have been extended to include improvements on the following roadways: North Virginia Street from 9th Street to between 10th and 11th Streets, approximately 225 LF of 10th Street, and 250 LF on Mill Street. Bicycle improvements proposed on Lake Street from 2nd Street to 5th Street have been removed from the project and alternatively placed on Evans Avenue from 2nd Street to 5th Street. Bicycle improvements on Evans Avenue from 5th Street to 9th Street have been relocated from the east side of Evans Avenue to the west side.

1.0 Project Management

Original Contract: CONSULTANT'S Project Manager will serve as RTC's single point of contact on the contract and will provide project management for the duration of services rendered for 24 months, commencing approximately March 2024. Project management includes project setup and administration, staff planning, coordination with RTC project manager, management of subconsultants, Quality Assurance and Quality Control (QA/QC), monthly progress reporting and invoicing, monthly budgeting, scheduling, document control, risk management, and project closeout.

Amendment 1: The scope is the same as Task 1.0 of the original contract. CONSULTANT requests an additional 8 months, commencing March 2026 through October 2026, to render these services through final design.

1.1 Team and Project Management

Original Contract: CONSULTANT’S Project Manager will be responsible for contracting, coordination, and management of all subconsultants. CONSULTANT’S Project Manager will be responsible for communicating and coordinating the direction from RTC to all team members.

Specific project management tasks to be conducted by CONSULTANT’S Project Manager include document control, monthly budgeting, invoicing, progress reports, scheduling, subconsultant invoicing, and general project administration.

CONSULTANT will prepare and submit the project schedule to the RTC Project Manager for review and approval. The approved schedule will be the baseline schedule for the project. The schedule will be prepared in Microsoft Project in the form of a Gantt chart and show a deliverables schedule, critical path items of work, and other relevant data needed to manage the work. Schedule submittals will be provided in PDF format. The CONSULTANT will maintain the project schedule to track project progress and update it as needed.

Amendment 1: The scope is the same as Task 1.1 of the original contract. CONSULTANT requests an additional 8 months, commencing March 2026 through October 2026, to render these services through final design.

1.2 Project Coordination

Original Contract: CONSULTANT’S Project Manager will be responsible for ongoing project coordination of CONSULTANT activities for the duration of work. CONSULTANT’S Project Manager will keep the RTC Project Manager well informed of progress with bi-weekly informal briefings via email or phone call.

CONSULTANT will hold a project kickoff meeting with RTC staff. CONSULTANT’S Project Manager will participate in 30%, 60%, and 90% design review meetings and shall meet as necessary with RTC staff to discuss project requirements.

Amendment 1: The scope is the same as Task 1.2 of the original contract. The bi-weekly informal meetings with the RTC Project Manager will include Local Public Agency (LPA) Coordination. CONSULTANT requests an additional 8 months, commencing March 2026 through October 2026, to render these services through final design.

1.3 Quality Assurance and Quality Control

Original Contract: CONSULTANT is responsible for ensuring a comprehensive, independent quality review is done for every project deliverable. QA/QC procedures will remain in force during the performance of services identified herein. CONSULTANT will maintain written records of all activities.

Amendment 1: The scope is the same as Task 1.3 of the original contract. Following the 60% design review, portions of the 5th Street, Virginia Street, and Lake/Sinclair Street project layout was revised by the client. These revisions affect several design components

that had already been reviewed and validated as part of the 60% submittal. Under the standard design progression, the 90% QA/QC review is intended to focus on refinement rather than re-evaluating previously approved elements. However, due to the layout changes, those items must now undergo additional review to confirm coordination, design compliance, and constructability within the updated configuration. This additional review effort falls outside the originally anticipated 90% scope and necessitates additional level-of-effort to appropriately address the revised layout.

Original Contract Deliverables:

- 1.0 Monthly invoices and progress report
- 2.0 Project schedule
- 3.0 Kick off meeting agenda and notes

Amendment 1 Deliverables:

- 1.0 Monthly invoices and progress report
- 2.0 Project schedule

2.0 Investigation of Existing Conditions

2.1 Pavement Structural Investigation

Original Contract: CONSULTANT will perform a pavement structural investigation of the Project streets.

- a. Visual Condition Assessment. CONSULTANT will visually evaluate and document the condition of the existing pavement to include cracking, potholes, rutting, and raveling. CONSULTANT shall evaluate existing pedestrian ramps at signalized intersections and along roadways proposed for alteration for compliance with current ADA standards.

Amendment 1: The project realized budget savings in Task 2.1.a. As a result, \$10,540.00 has been deducted from the fee.

- b. Traffic Data. Traffic data is needed to estimate future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Reno and/or the Nevada DOT traffic records. RTC Bus Routes operate on portions of Virginia Street and Lake Street through the project limits. It is assumed that the RTC will provide the bus type, bus weight, and operating schedule (current and future) to estimate the future 18-kip ESAL applications from these buses.
- c. Coring/Boring. Information from the visual condition surveys will be reviewed and locations for pavement coring and boring will be identified by

CONSULTANT and reviewed and approved by the RTC. USA Dig will be contacted prior to starting coring/boring. It is anticipated the following core locations and samples of subgrade will be required:

- Vine Street (W 2nd St to W 6th Street) – three (3) pavement core locations and nine (9) bulk samples of subgrade material will be required (3 per coring location to obtain enough soil for laboratory testing). One (1) additional coring location with no bulk samples.
- Lake Street (E 2nd St to E 5th Street) – three (3) pavement core locations and nine (9) bulk samples of subgrade material will be required (3 per coring location to obtain enough soil for laboratory testing).

CONSULTANT will also collect ground penetrating radar (GPR) data on streets included in this project and analyze the data to determine asphalt and concrete layer thicknesses. GPR data is important for the Virginia St. / Maple St. intersection as reconstruction is anticipated. This intersection is within NDOT ROW and appears to have multiple utility conflicts that make exploratory boring high risk. GPR data is collected in a truck operating at the same speed of traffic and does not require traffic control or closure of the streets or intersection.

CONSULTANT anticipates maintenance treatments will be adequate for the project streets outside of the limits listed above. No coring is proposed on the street segments where maintenance treatment is anticipated. Instead, GPR data will provide existing pavement thicknesses for areas where geometric improvements are proposed (e.g., bulb outs). This pavement thickness information is necessary to detail the pavement patching tie-ins from existing pavement to new geometric features.

CONSULTANT will obtain a no-cost encroachment permit from the City of Reno for coring/soil sampling. Traffic control (lane closure) will be provided.

The primary objective of the coring program will be to establish pavement layer thicknesses (supplemented by GPR data), determine cracking depth, and determine if stripping is present. Results will be summarized in the project pavement design report.

Following pavement coring, the subsurface soils will be augered to a depth of three feet to determine the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. Representative samples of the subgrade soils encountered will be used for the following laboratory testing: soil classification, PI, moisture, gradation, and R-values. Per the 2021 RTC Structural Design Guide for Flexible Pavements, two (2) R-value tests will be conducted per sampling location. If the two (2) tests (at a location) do not fall

within the ASTM D2844 precision statement, an additional R-value test will be conducted. The results of the field investigation and associated laboratory testing will be summarized in a written report.

Amendment 1: The project realized budget savings in Task 2.1.c. As a result, \$4,145.00 has been deducted from the fee.

- d. Develop Feasible Rehabilitation/Reconstruction Alternatives. CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:

- Mill and overlay
- Full Reconstruction
- Roadbed modification (reconstruction)

CONSULTANT will identify feasible maintenance/restoration treatments for streets not receiving Rehabilitation/Reconstruction. Among the alternatives that will be considered are:

- Fog seal
- Slurry seal
- Concrete slab replacement

Upon completion of the pavement structural investigation, CONSULTANT will meet with RTC to present feasible rehabilitation, reconstruction, and maintenance alternatives. CONSULTANT will apply the design procedures contained in the 2021 RTC Structural Design Guide for Flexible Pavement to generate the design layer thickness associated with each pavement alternative.

Note: CONSULTANT will NOT provide pavement rehabilitation, reconstruction, or maintenance recommendations for the asphalt pavements on NDOT bridges.

Amendment 1: The project realized budget savings in Task 2.1.d. As a result, \$5,740.00 has been deducted from the fee.

- e. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation, reconstruction, and maintenance alternative(s) for the streets included in the project. A life-cycle cost analysis is not included.

Amendment 1: No change

2.2 Traffic Analysis

- a. Original Contract: CONSULTANT will perform new AM and PM peak hour traffic counts and a focused traffic operations analysis of the following intersections:

- Virginia St / 8th St (NDOT)
- Virginia St / Maple St (NDOT)

CONSULTANT will utilize traffic counts and analysis from the recently performed University Way conversion study to provide additional information and analysis for the I-80/Sierra Street/Virginia Street/University Avenue interchange area.

CONSULTANT will provide a draft technical memorandum report, incorporate one round of RTC review comments, and provide a final report for submittal to NDOT, for the above locations. CONSULTANT will address NDOT review comments in association with the NDOT occupancy permitting process.

CONSULTANT will perform a focused traffic operation analysis of the following intersections:

- 5th St / Keystone Ave
- Virginia St / 4th St
- Vine St / 1st St
- Vine St / 2nd St

CONSULTANT will provide a brief draft technical memorandum to RTC and City of Reno presenting the analysis and findings for the above locations. The focus will be on recommendations to optimize operations and circulation with the planned project elements rather than maintaining a level of service policy. CONSULTANT will incorporate one round of consolidated RTC and City of Reno comments and provide a final technical memorandum.

Amendment 1: CONSULTANT will submit the Virginia St to 9th St technical memorandum to NDOT and address NDOT comments. CONSULTANT assumes up to two (2) rounds of revisions to gain NDOT Traffic Study Acceptance. Additional communication with the COR is also anticipated.

CONSULTANT will prepare a Traffic Signal Warrant Analysis at the Virginia Str/10th St intersection as required by the COR for installation of a pedestrian signal.

- b. Original Contract: General Traffic Engineering Support: CONSULTANT will provide traffic engineering support to address a variety of traffic engineering topics, and provide requested work products, in support of the design process.

Amendment 1: No change

2.3 Utility Investigation and Coordination

- a. Original Contract: Initial Utility Investigation: CONSULTANT will investigate all subsurface utilities within the proposed area of improvements, roadway right-of-way, and adjacent areas that may be affected by the project in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. CONSULTANT will contact each utility owner within the project area to request mapping. Utility company drawings will be utilized in conjunction with the survey field information to map underground infrastructure. Deliverable will include depiction of all underground utilities within the project area, roadway right-of-way, and adjacent areas that may be affected by the project on plans developed under Task 5, Preliminary Design.

Amendment 1: CONSULTANT will contact each utility owner within the project area to request mapping of the expanded project limits including North Virginia Street from 9th Street to between 10th and 11th Streets, Evans Avenue from 5th Street to 2nd Street, and 2nd Street from Evans Avenue to Lake Street. The project realized budget savings in Task 2.3.a. As a result, \$6,200.00 has been deducted from the fee.

- b. Original Contract: Utility Coordination: Based on field investigation, CONSULTANT will provide RTC with a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project.

RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utilities with prior rights by facilitating meetings and reviewing utility's design/cost for incorporation into a reimbursement agreement and/or incorporation of the utility work into the RTC plans. Utility coordination meetings will be held with the RTC and affected utility companies. CONSULTANT will coordinate the meetings with the RTC Project Manager, prepare meeting agendas, and provide meeting summaries following the meeting. It is assumed ~~four (4)~~ two (2) utility coordination meetings will be held.

CONSULTANT will distribute the 30%, 60%, 90% and 100% design review submittal to utility agencies for review and comment and provide RTC with Utility Agency review comments.

Utility pothole exploration is not anticipated and is not included.

Amendment 1: The number of utility coordination meetings has been reduced from four to two. As a result, \$9,350 has been deducted from the fee. CONSULTANT will prepare an NV Energy service application for the proposed pedestrian signal at 10th Street. CONSULTANT will facilitate and prepare meeting notes of three (3) coordination meetings with NV Energy. The new meter and associated vaults/pedestal will be incorporated into the improvement plans. CONSULTANT assumes NV Energy will design and construct the service to the 10th Street intersection.

2.4 Topographic Survey

Original Contract: CONSULTANT will provide preliminary right-of-way mapping services associated with the Project. CONSULTANT will coordinate with Washoe County's GIS department to obtain current GIS level boundary shape files relative to the Project right-of-way and the boundaries of the parcels which adjoin the roadway segments. CONSULTANT will compile this data into a standalone digital boundary base map in AutoCAD format.

CONSULTANT will establish a horizontal and vertical survey control network on-site that coincides with the North American Datum (NAD 83/94), Nevada State Plane West Zone horizontal datum with the combination factor of 1.000197939 and the Reno Vertical Control System based on the North American Vertical Datum (NAVD 88) vertical datum. CONSULTANT will utilize the survey control network to conduct a topographic survey within the roadway right-of-way of the Project and 50' beyond the right-of-way at street intersections. The survey will consist of gathering survey data associated with ground topography and drainage features, existing property corners encountered, roadway centerline monuments, trees in excess of 6" in diameter, existing roadway and site improvements, roadway striping, evidence of existing utilities, storm drain and sanitary sewer dips, planometrics (buildings, fences, signs, power poles, etc.), and any other pertinent physical features as determined applicable.

CONSULTANT will utilize the data gathered in the field to prepare a digital base map for the Project. The digital base map will depict the existing ground topography in one foot contour intervals or spot elevations, roadway and site improvements, striping, planometrics, and evidence of existing utility services (i.e., existing telephone or power, water, gas, storm drain, and sanitary sewer infrastructure).

Amendment 1: No change. Additional topographic mapping for the expanded project limits was obtained upon authorization of Task 11.0 Design Contingency.

3.0 Right-of-Way Engineering

Original Contract: The Project consists of twenty-three (23) signalized intersections which may include signal modifications and ADA curb ramp improvements. CONSULTANT assumes improvements will encroach on one (1) parcel at each intersection requiring right-of-way be obtained in the form of a permanent easement (PE) and temporary construction easement (TCE).

Amendment 1: Upon completion of the 60% design, the right-of-way requirements identified for the project include permanent and temporary construction easements on 70 parcels. No fee acquisitions, public utility easements, or permissions to construct are anticipated.

3.1 Preliminary Title Reports

Original Contract: CONSULTANT will obtain up to twenty-three (23) preliminary title reports including exceptions and updates. CONSULTANT will review the assessor parcel map, address, and owner information within the title reports and verify the document links within the title reports are correct and functioning. CONSULTANT will coordinate necessary revisions to the preliminary title reports with the title company. CONSULTANT will deliver the electronic preliminary title reports to RTC. CONSULTANT assumes one update to each of the twenty-three (23) title reports will be required for the duration of the project. CONSULTANT will coordinate the updates with the title company and deliver the updated title reports to RTC.

Amendment 1: No change. Thirty-nine (39) additional title reports were obtained upon authorization of Task 11.0 Design Contingency.

3.2 Boundary Survey, Legal Descriptions, and Permission to Construct

Original Contract: It is estimated that twenty-three (23) permanent easements and twenty-three (23) temporary construction easements on twenty-three (23) properties will be required for construction of signal and pedestrian improvements. CONSULTANT will review title reports for an estimated twenty-three (23) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. CONSULTANT will utilize County records to obtain deeds and other record data for the parcels to be surveyed. CONSULTANT will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject subdivisions and parcels.

CONSULTANT will then perform field boundary surveys of the subject parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments will be located as required to resolve the legal boundaries of the subject parcels.

CONSULTANT will utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map for the subject parcels. The digital base map will depict parcel boundaries, easement boundaries, street right-of-ways and found boundary monuments.

CONSULTANT will utilize the boundary base map to prepare legal descriptions and exhibit figures on twenty-three (23) parcels.

CONSULTANT will prepare up to ten (10) permission to construct exhibits.

Right-of-way appraisal, property owner negotiations, escrow coordination and title clearance are not included within this task.

Amendment 1: The project realized budget savings in Task 3.2 due to no permission to construct exhibits being required. As a result, \$3,670 has been deducted from the fee.

Upon review of the title reports, easements are no longer required on thirteen (13) parcels. As result, \$10,400 has been deducted from the fee.

It is estimated that permanent easements and temporary construction easements on seventy (70) properties will be required for construction of signal and pedestrian improvements. This is an additional forty-seven (47) properties from the original contract of twenty-three (23) properties.

CONSULTANT will review title reports for an estimated forty-seven (47) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. CONSULTANT will utilize County records to obtain deeds and other record data for the parcels to be surveyed. CONSULTANT will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject subdivisions and parcels.

CONSULTANT will perform field boundary surveys of the subject parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments will be located as required to resolve the legal boundaries of the subject parcels.

CONSULTANT will utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map for the subject parcels. The digital base map will depict parcel boundaries, easement boundaries, street right-of-ways and found boundary monuments.

CONSULTANT will utilize the boundary base map to prepare legal descriptions and exhibit figures on forty-seven (47) parcels.

3.3 Right-of-Way Setting

Original Contract: CONSULTANT will participate in a meeting to set the right-of-way

requirements for the project. CONSULTANT will prepare a meeting agenda and meeting summary. CONSULTANT will prepare a right-of-way summary that identifies all easements necessary to construct the project including acquisitions, partial acquisitions, permanent easements, public utility easements, temporary construction easements, and permissions to construct. The summary will include APN, property owner, address, easement type, easement size, and easement purpose. The summary will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

Amendment 1: CONSULTANT will participate in a preliminary right-of-way meeting to kick off the preliminary right-of-way requirements for the Project. CONSULTANT will prepare a meeting agenda, meeting summary, and preliminary right-of-way setting memo. CONSULTANT anticipates two right-of-way settings will be held for the Project. CONSULTANT will participate in a second meeting to set the right-of-way requirements for the project. CONSULTANT will prepare a meeting agenda, meeting summary, and final right-of-way setting memo.

CONSULTANT will prepare right-of-way maps including existing and proposed easements, existing right-of-way, APN, owner information, and size and type of proposed easement. The right-of-way maps will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

Original Contract Deliverables:

1. Preliminary title reports and updated vesting deeds
2. Right-of-way setting meeting agenda and summary
3. Right-of-way summary
4. Legal descriptions and exhibits
5. ~~Permission to construct exhibits~~

Amendment 1 Deliverables:

1. Legal descriptions and exhibits
2. Preliminary right-of-way setting meeting agenda and summary
3. Preliminary right-of-way setting memo
4. Right-of-way setting meeting agenda and summary
5. Final right-of-way setting memo
6. Right-of-way maps

4.0 Public Outreach

4.1 Public Outreach and Involvement Plan

Original Contract: CONSULTANT will develop a Public Outreach and Involvement Plan that outlines specific objectives, organization and roles of stakeholders, and a schedule of target activities to accomplish the objectives of the Project. The Plan will include a proactive public involvement process for all stages of project development. The objectives of the proactive public involvement processes should include early and continuous involvement; reasonable public availability of technical and other information; collaborative input on design, mitigation needs; open public meetings; and open access to the decision-making process prior to closure. CONSULTANT will provide a draft and final copy of the Plan.

As a component of the Plan, CONSULTANT will develop and maintain a stakeholder database that includes Project team members, elected officials, businesses, agencies residents and neighborhood and community organizations. The database will be a single master database and will be updated as needed. The database will also include a comprehensive list of all comments/questions received and the responses returned. Comments will be responded to by the public involvement team with approval from the RTC or by RTC staff directly.

Amendment 1: No change

4.2 Pop-Up Events

Original Contract: CONSULTANT anticipates two rounds of community pop-up events to inform the community about the project. At two (2) key design milestones throughout the project, three (3) community pop-up events are anticipated for a total of six (6) events. The pop-up events will consist of engaging with community members through an information booth at pre-established events in the Downtown Reno area such as special events, sporting competitions, conventions, and/or festivals. CONSULTANT will schedule, facilitate and manage all logistics for the pop-up events. Events and staffing shall be approved by the RTC. CONSULTANT will prepare one set of exhibits per round of pop-up events. CONSULTANT will be responsible for any direct costs required for attendance at events such as vendor fees and booth supplies. At the conclusion of each event, CONSULTANT shall document participation including the name of the event, date(s) attended, impressions made, and summary of questions and comments received.

Amendment 1: No change

4.3 Cross-Sections and Animated Videos

Original Contract: CONSULTANT will develop up to twelve (12) cross-sections based on the planning concepts. Cross-sections will have a unified aesthetic including similar background colors, angles, and resolutions. The updated cross-sections will be used in project outreach materials, informational materials, and other project related content. Cross-sections will be provided in PNG and JPEG formats.

CONSULTANT will develop one short, animated video (up to 1.5 minutes) for each project corridor (total of 4 videos). Videos will provide an overview of key project information and include animated pedestrians, bicyclists, and vehicles moving along different 3D rendered sections of the corridor to highlight how the project would look once completed. Videos will include a brief voiceover of the key project benefits and improvements.

Amendment 1: No change

4.4 Advisory Committee Meetings

Original Contract: CONSULTANT will arrange and participate, as needed, in up to six (6) advisory committee meetings including, but not limited to, Neighborhood Advisory Boards (City of Reno), Citizen Advisory Boards (Washoe County), and community group/organizations such as the Truckee Meadows Bicycle Alliance. These efforts shall be coordinated with the RTC Communications Team. CONSULTANT will assist in preparing meeting materials and a presentation as requested by the RTC Project Manager. Advisory committee meetings shall be documented and include the group name, time and location, summary of topic, and issues, comments and questions raised.

Amendment 1: This task is removed from the scope. As a result, \$17,320 has been deducted from the fee.

4.5 Property Owner Coordination

Original Contract: CONSULTANT will be available for one-on-one briefings/meetings with and presentations to property owners and businesses as requested by the RTC Project Manager. It is anticipated that the CONSULTANT will attend up to twenty (20) one-on-one presentations and/or meetings during the course of this project. CONSULTANT will prepare up to twenty (20) improvement exhibits illustrating the existing condition and the proposed condition in front of a given location for RTC's use in its public participation effort.

Amendment 1: No change

4.6 Government Affairs

Original Contract: CONSULTANT will assist in providing ongoing briefings to key agency elected officials (including RTC Board, City of Reno, and Washoe County) throughout the duration of the project to ensure a positive ongoing working relationship and to keep these agencies informed of the progress of the project. It is assumed six (6) meetings will be required.

Amendment 1: This task is removed from scope. As a result, \$8,825 has been deducted from the fee.

4.7 Working Group Meetings

Original Contract: CONSULTANT will prepare, facilitate, and document up to four (4) working group meetings with the RTC and City of Reno. CONSULTANT will work with RTC to identify the members of the working group and meet with the group to solicit comments and feedback at key milestones. CONSULTANT will prepare agendas, presentations, copies of plans and exhibits, and meeting summary. CONSULTANT will

prepare and submit to RTC a matrix of formal comments received from each working group meeting and response to comments.

Amendment 1: No change

4.8 Website

Original Contract: CONSULTANT will update the existing project website (www.downtownrenomicromobility.com) to provide information to the public during the design of the Project, including a News & Events page, Documents page, Contacts page, and links to public meeting events and the Virtual Public Meeting Space. CONSULTANT will manage the website and upload content developed and provided by the project team throughout the 100% design phase (up to 50 hours).

CONSULTANT will develop a Virtual Public Meeting space providing users with a virtual experience of an in-person public meeting including project information boards, design plots, and project visualizations. This virtual space can also provide links to recorded public meetings, educational videos, or other content relevant to the project. This space will provide the public with an engaging virtual option to stay up to date on the project from the comfort of their own home and in their own time. The Virtual Public Meeting Space is intended to include up to eight (8) virtual presentation boards which will be identified in collaboration with the RTC.

This Virtual Public Meeting space will also allow the visually impaired to engage through a text-based directory and screen-reader-friendly PDF of the provided materials. CONSULTANT will develop a Virtual Meeting room which highlights downtown Reno aesthetics and enables easy translation to additional languages. CONSULTANT will update content for two rounds of public outreach within the Virtual Public Meeting space.

Amendment 1: No change

Deliverables:

1. Draft and final public outreach and involvement plan
2. Stakeholder contact database
3. Pop-up event planning checklist
4. Facilitation of six (6) pop-up events
5. Exhibits for two (2) rounds of pop-up events
6. Pop-up event summary
7. Twelve (12) cross-section graphics (PNG & JPEG)
8. Four (4) animated corridor design videos (up to 1.5 minutes each)
- ~~9. Advisory committee meetings presentation materials and documentation~~
10. Exhibits for fifteen (15) one-on-one meetings
11. Twenty (20) improvement exhibits
12. Updated project website and website management
13. Virtual public meeting space (two rounds of content)

5.0 Preliminary Design

Original Contract: CONSULTANT will develop the preferred alternative from the Downtown Reno Conceptual Bicycle Network Report into preliminary (30%) design. The preliminary design will be based on available aerial imagery and will not include topographic survey information. The preliminary design will include bicycle and pedestrian facilities, transit stop transitions, roadway reconfigurations, and intersection improvements.

CONSULTANT will develop and print a 30% design long roll plot showcasing the preliminary design of each corridor on aerial imagery to provide a more detailed understanding of the design by the general public. One roll plot will be developed for each corridor.

CONSULTANT will prepare a design standards document that includes the proposed improvements with applicable references, design criteria, and standards to be used throughout the project, along with any deviations and exceptions.

CONSULTANT will prepare a technical parking memorandum informed by an in-person review of conditions. CONSULTANT will conduct an in-person review of each project corridor during three time periods during one weekday and during the midday period on one weekend day along each corridor to establish an overall parking utilization rate within the project corridor. This will include a review of the impacts to existing parking spaces which compare the existing number of spaces with final number of parking spaces in the 30% design. CONSULTANT will assess parking to include a half-block segment on streets adjacent to the design corridors to provide a greater picture of nearby parking capacity. CONSULTANT will prepare a brief technical memo describing the findings and the potential impacts to the 30% design, if any. The technical memo will include a diagram of utilization rates along each project corridor and a data table highlighting the collected data. The memo will highlight the number of parking spaces removed from each corridor.

CONSULTANT will coordinate with the COR to identify destinations and routes to sign to along the corridors, in addition to directional wayfinding signage where routes turn or jog. Wayfinding signs will be depicted on the signing & striping plan sheets within the plan set. Signs will be standard MUTCD bicycle wayfinding signs. A wayfinding sign schedule will be included in the plan set that includes destination programming for each wayfinding sign.

CONSULTANT will evaluate a compact roundabout at the Virginia Street/California Avenue intersection and the peanut roundabout or other alternative at the Vine Street/University Terrace intersection. CONSULTANT will prepare an initial layout (10% design level) to evaluate the concept feasibility. CONSULTANT will submit an exhibit and a summary of key features, benefits, and impacts for each intersection to RTC. Any roundabout concepts that move forward will be included in the 30% design.

CONSULTANT will perform a maintainability review of the 30% design and provide a summary of the comments and recommendations for use with the COR working group.

CONSULTANT will prepare the preliminary design and outline the basic scope and estimated cost of traffic signal modifications at up to twenty-three (23) signalized intersections within the Project limits.

CONSULTANT will prepare the preliminary 30% construction cost estimate based on a quantity estimate. The estimate will be in Microsoft Excel, and the basis for unit costs will be the most recent construction cost data available to CONSULTANT.

The preliminary 30% construction plans will be on 22" x 34" size sheets and will include, as a minimum, the following estimated number of sheets:

- Cover Sheet
- General Notes, Legend, and Abbreviations
- (2) Sheet Index
- (2) Horizontal/Survey Control
- (30) Improvement Plans (at 1" =20' scale)
- (8) Roundabout/Intersection Plans (at 1" =20' scale)
- (10) Intersection/Midblock Detail Plans (at 1" =20' scale)
- (30) Striping and Signage Plans (at 1" =20' scale)
- (12) Detail Sheets (scales as noted)
- (23) Signal Modification Sheets

Plans will be submitted to the RTC, COR, and utility agencies at the 30% stage of completion per the following:

- 30% Plans – Two 11"x17" sets and electronic (PDF) to RTC, electronic (PDF) set to Local Entity, and electronic (PDF) set to each utility agency and other affected parties.

Plans applicable to improvements within NDOT right-of-way will be submitted to NDOT. CONSULTANT will participate in a 30% design review meeting with NDOT.

An independent checker will check, initial and date each plan sheet.

Design plans will be compatible with AutoCAD Civil 3D with all design elements containing appropriate 3D references/properties. The plan set will consist of graphic representation reviewed by a licensed Nevada Professional Engineer showing necessary plans, elevations, and details. All drawings will be black ink on paper to facilitate photocopying. The drawings and details will be consistent with RTC and COR standards.

CONSULTANT will address review comments from the 30% design and develop preliminary (60%) plans including topographic and right of way mapping (task 2.4), utility mapping (task 2.3), grading and drainage (task 6.0), pavement rehabilitation treatments (task 2.1), bicycle and pedestrian improvements, traffic signal modifications, and

intersection improvements (task 2.2). CONSULTANT assumes all of the roadways within the Project will be progressed to 60% design as one phase.

All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following “Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level “C”, unless otherwise noted.

CONSULTANT will provide 60% design for signal modifications at up to twenty-three (23) existing signalized intersections within the Project limits. Basic traffic signal modification design will include the following: minor relocation of push buttons, push button extensions, addition of push button posts, addition of pedestrian signal heads to poles that are capable of their mounting and adequate wiring already exists to that pole, removal of existing signal heads or pole/mast mounted signs, relocation of existing signal heads on existing mast arms, addition of pole/mast arm mounted signs, and other modifications that can be addressed with a simple construction note. Full traffic signal modification or replacement design will include the following: determination of new/relocated pole and equipment locations consistent with the intersection configuration and curb returns/sidewalks/multimodal facilities, determination of appropriate mast arm lengths and any changes needed, evaluation of controller cabinets for replacement, review of the intersection for utility conflicts and other design or implementation issues with a summary of potential issues and resolutions, illustrations of the necessary scope of modifications, and equipment and conductor schedules. CONSULTANT has assumed six (6) full signal modifications and seventeen (17) basic signal modifications.

The preliminary 60% construction plans will be on 22" x 34" size sheets and will include, as a minimum, the following estimated number of sheets:

- Cover Sheet
- General Notes, Legend, and Abbreviations
- (2) Sheet Index
- (2) Horizontal/Survey Control
- (13) Demolition Plans (at 1" =20' scale)
- (30) Improvement Plans (at 1" =20' scale)
- (10) Intersection/Midblock Detail Plans (at 1" =20' scale)
- (8) Roundabout/Intersection Plans (at 1" =20' scale)
- (10) Drainage Plan and Profile (at 1" =20' scale)
- (30) Striping and Signage Plans (at 1" =20' scale)
- (12) Detail Sheets (scales as noted)
- (35-45) Signal Modification Sheets

Plans will be submitted to the RTC, COR, and utility agencies at the 60% stage of completion per the following:

- 60% Plans – Two 11”x17” sets and electronic (PDF) to RTC, electronic (PDF) set to Local Entity, and electronic (PDF) set to each utility agency and other affected parties.

Plans applicable to improvements within NDOT right-of-way will be submitted to NDOT. CONSULTANT will participate in a 60% design review meeting with NDOT.

An independent checker will check, initial and date each plan sheet.

Design plans will be compatible with AutoCAD Civil 3D with all design elements containing appropriate 3D references/properties. The plan set will consist of graphic representation reviewed by a licensed Nevada Professional Engineer showing necessary plans, elevations, and details. All drawings will be black ink on paper to facilitate photocopying. The drawings and details will be consistent with RTC and COR standards.

CONSULTANT will prepare the preliminary 60% construction cost estimate based on a quantity estimate.

Deliverables:

1. 30% plans and estimate
2. 30% long plot
3. Draft and Final design standards
4. Draft and Final parking technical memorandum
5. Intersection evaluation summary
6. Summary of maintainability review
7. 60% plans and estimate

Amendment 1:

Virginia Street Corridor: The original contract Task 5.0 included development of the preferred alternative from the Downtown Reno Conceptual Bicycle Network Report into preliminary (30% and 60%) design. The preferred alternative for one of the sections along Virginia Street in the Downtown Reno Conceptual Bicycle Network Report included a buffered bike lane with removable bollards and removal of the center median and turn lanes at most intersections from 1st Street to 6th Street.

5.1 After completion of the 30% design, CONSULTANT was asked to evaluate alternatives with signature features on Virginia Street between Court Street and 6th Street. CONSULTANT prepared a conceptual design of a raised cycle track and center cycle track and compared the alternatives to the 30% design buffered bike lane. CONSULTANT evaluated operations, user experience, and cost. CONSULTANT evaluated barrier treatment options for the buffered bike lane and prepared considerations, pros and cons, of continuous concrete barrier, flexible delineator posts, wheel stops or precast curbs, zipper modular lane dividers, armadillos, flexible wave delineators, planters, and local artist created barriers.

5.2 After completion of the 60% design, CONSULTANT was asked to revise the design to include left turn pockets at the 4th Street and 5th Street intersections. Per direction from the City of Reno, CONSULTANT revised the 60% design to include left turn pockets at 4th Street and 5th Street.

5.3 CONSULTANT was asked to evaluate an alternative to the Virginia Street design between 4th Street and Plaza Street to reduce impacts to the west side of the road. CONSULTANT prepared a conceptual design of shifting the roadway to the east and identified the impacts to trees, street lights, and traffic signals.

5.4 The project limits have been expanded to include 9th Street between North Virginia Street and Sierra Street. CONSULTANT evaluated the turning movements at 9th Street and Sierra Street and prepared a conceptual design of a bike lane between North Virginia Street and Sierra Street and striping adjustments at the 9th Street and Sierra Street intersection to accommodate dual westbound to southbound left turn lanes. Proposed improvements on 9th Street will not be advanced to final design.

5.5 The project limits have been expanded to include North Virginia Street from 9th Street to 10th Street. CONSULTANT will prepare the 60% preliminary design at 10th Street to facilitate the installation of a new pedestrian signal. CONSULTANT anticipates three (3) plan sheets for these improvements.

Lake and Evans: The original contract included development of the preferred alternative from the Downtown Reno Conceptual Bicycle Network Report into preliminary (30%) design. The preferred alternative for one of the sections along Lake and Evans in the Downtown Reno Conceptual Bicycle Network Report is:

- Buffered bike lane on Evans Avenue from 9th Street to 5th Street, 5th Street to Lake Street, Lake Street from 5th Street to Mill Street, and Sinclair Street from Mill Street to E Liberty Street

5.6 After completion of the 30% design and receipt of public and agency comments regarding protection of cyclists on Lake Street between Plaza Street and 4th Street due to the presence of 5 RTC bus bays with both ingress and egress movements along this stretch, CONSULTANT evaluated alternatives to this alignment. CONSULTANT prepared a conceptual design of a cycle track alternative from Lake Street across the undeveloped parcel at the southeast corner of Lake Street and 2nd Street to the intersection of Evans Avenue and 2nd Street and on the east side of Evans Avenue to 9th Street. After completion of the 60% design, CONSULTANT prepared an alternative conceptual design on 2nd Street from Lake Street to Evans Avenue to avoid the private parcel. CONSULTANT prepared a 30% engineers estimate of construction cost for the cycle track alternative and compared it to the 30% engineers estimate.

5.7 Upon approval of the cycle track alternative, CONSULTANT developed the 60% design of the cycle track on the east side of Evans Avenue from 5th Street to 9th Street. CONSULTANT has been directed to relocate the cycle track from the east side of Evans Avenue to the west side of Evans Avenue from 5th Street to 9th Street. CONSULTANT

will prepare the 60% design of the west side Evans Avenue cycle track from 5th Street to 9th Street. This design revision impacts 16 plan sheets.

5.8 The project limits have been expanded to include approximately 250 LF on Mill Street to provide bike lane connectivity to the proposed facility on Lake Street. CONSULTANT will prepare the preliminary 60% design of the bike lane facility on Mill Street. CONSULTANT anticipates two (2) plan sheets for these improvements.

5.9 The 30% and 60% design included 10' travel lanes on Lake Street. CONSULTANT was directed to revise the travel lanes to 11'-12' wide on Lake Street from Liberty Street to 2nd Street to accommodate buses while continuing to incorporate bicycle facilities and support a multimodal corridor. CONSULTANT revised the 60% design to include 12' travel lanes. This change impacted 8 sheets: 4 improvement sheets and 4 striping plans. Revised travel lane widths impacted the width and limits of the median curb, signage placement, and the configuration and grading of each protected intersection and floating bus stop within these limits.

5.10 Vine Street: CONSULTANT prepared the conceptual design of traffic calming alternatives on Vine Street from 2nd Street to 5th Street including medians and a chicane and evaluated the resulting parking impacts.

5.11 Fifth Street: The 30% and 60% design included 10' travel lanes on 5th Street. CONSULTANT was directed to revise the travel lanes to 11'-12' wide on 5th Street from Washington Street to Evans Avenue to accommodate buses while continuing to incorporate bicycle facilities and support a multimodal corridor. CONSULTANT revised the 60% design to include 12' travel lanes. This change impacted 42 sheets: 5 demolition sheets, 25 improvement sheets, and 12 striping plans. Revised travel lane widths impacted the width and limits of the median curb, signage placement, and the configuration and grading of each protected intersection and floating bus stop within these limits.

6.0 Drainage Analysis

Original Contract: The proposed curb protected bike lanes and curb extensions will change the drainage patterns within the Project Area. The curbs separating the parking/traffic lanes from the bike lanes will collect flow and impact the width of spread within the travel way during runoff events. Curb extension and pedestrian refuge islands may also impact flow directed to existing storm drain inlets, which are typically located near or within intersections. CONSULTANT will complete two levels of drainage analysis for the proposed conditions, dependent on the proposed improvements. One level of analysis for where a curb is proposed between the bike and parking lanes and another level where improvements are limited to intersection configurations.

CONSULTANT will hold a drainage meeting at the beginning of the Project with RTC and the City of Reno to determine maximum runoff spread widths for each street within the Project Area for the minor (5-year return interval) and major (100-year return interval) storm events based on City of Reno standards considering the parking lanes and non-curbed

bike lanes. CONSULTANT will also discuss any existing drainage issues within the Project Area that could potentially be addressed with the Project.

Two levels of hydrologic/hydraulic analysis are proposed to ensure drainage conditions resulting from the curb and grading improvements are not worse as compared to the existing drainage conditions.

Virginia Street and 5th Street: in locations where curb protected bike lanes and curb extensions/ pedestrian islands are included in the designed improvements, CONSULTANT will complete a comprehensive hydrologic and hydraulic analyses. The analyses will include hydrologic analysis of onsite and offsite catchments flowing to the Project Area and the calculation of runoff spread widths and inlet capacity in existing and with-project conditions for the minor and major storm events following City of Reno/ Truckee Meadows standards. CONSULTANT will include features in the design to mitigate drainage impacts, including storm drain extensions, new or replacement inlets, and curb cuts where appropriate. If there are areas where flow to the storm drain is increased, CONSULTANT will complete a simplified analysis of the storm drain with available survey data. Normal depth calculations will be used to calculate capacity for any proposed storm drain or impacted existing storm drain where necessary.

Vine Street and Evans Avenue/Lake Street/Sinclair Street: in locations within the Project where curb extensions and pedestrian islands are included in the designed improvements, a simplified drainage analysis of the intersections will be performed. CONSULTANT will examine each intersection for potential impacts and complete calculations to determine existing and with-project spread widths and inlet capacities in the minor and major storm events. CONSULTANT will include features in the design to mitigate any changes to the drainage patterns.

CONSULTANT will submit a Drainage Standards Memo at 30% design detailing the standards and assumptions agreed to by the RTC and the City of Reno for each of the streets with the Project and any existing drainage issues and potential solutions that could be included in the design. In addition, CONSULTANT will outline the expected impacts to drainage conditions of the improvements, and the expected level of analysis necessary for each portion of the Project to ensure that the drainage conditions are not made worse by the proposed improvements. CONSULTANT will submit the memo to RTC and the City of Reno.

CONSULTANT will follow the standards and methods outlined in the Truckee Meadows Regional Drainage Manual of April 2009 except where they are superseded by the standards and methods included in the Chapter II of the City of Reno Public Works Design Manual, revised in January 2009.

CONSULTANT will prepare a Draft Drainage Report and submit it to RTC and the City of Reno with the 60% PS&E. The drainage report will include methods and results of the hydrologic and hydraulic analyses and detail the drainage improvements included in the

plans. The Draft Drainage Report will address comments from the City of Reno and RTC on the Drainage Standards Memo.

CONSULTANT will prepare a Draft Final Drainage Report and submit it with the 90% PS&E. The drainage report will include methods and results of the hydrologic and hydraulic analyses and detail the drainage improvements included in the plans. The Draft Final Drainage Report will address comments from the City of Reno and RTC on the Draft Drainage Report.

CONSULTANT will prepare a Final Drainage Report and submit it with the 100% PS&E. The drainage report will include methods and results of the hydrologic and hydraulic analyses and detail the drainage improvements included in the plans. The Final Drainage Report will address comments from the City of Reno and RTC on the Draft Final Drainage Report.

Deliverables:

1. Drainage meeting agenda, exhibits, and summary
2. Drainage standards memo
3. Draft, Draft Final, and Final Drainage Report

Amendment 1: No change

7.0 Technical Studies and NEPA

7.1 Original Contract: Biological Resources

In support of the NEPA environmental document, CONSULTANT will prepare a special status species technical study that will include background research, a potential reconnaissance-level field survey, and a brief technical report. The background research will involve obtaining up-to-date information on special status species from the US Fish and Wildlife Service (USFWS), Nevada Division of Wildlife, and the Nevada Division of Natural Heritage. Special status species include sensitive, rare, or listed species. CONSULTANT will also obtain and review technical reports from nearby projects, project site photographs, and site mapping. If there is potential for sensitive, rare, or listed species to occur within the project boundary, CONSULTANT will conduct a brief reconnaissance-level field survey. The biological resources technical study will present the results of the background research, field survey, and recommended next steps.

CONSULTANT will prepare and submit a draft biological resources technical study to RTC. CONSULTANT will review and integrate comments, as appropriate, and prepare and submit the final technical study to the RTC for submittal to NDOT.

Amendment 1: No change

7.2 Original Contract: Area of Potential Effects (APE) Map

Potential impacts and associated regulatory compliance documentation are driven, in large part, by the defined project's Area of Potential Effect (APE). CONSULTANT will identify, to the extent necessary, the potential areas of direct (ground disturbance) and indirect (e.g., visual) impact. This will ensure subsequent planning tasks include appropriately defined project limits and the potential resources within those limits. CONSULTANT assumes the area of direct impact will be the same as the area of indirect impact.

CONSULTANT will submit the draft APE map to RTC for review and approval. Upon receipt of comments to the draft APE map, the revised APE map will be submitted to NDOT. NDOT comments will be incorporated into the final APE and resubmitted to RTC and NDOT. CONSULTANT assumes an additional revision to the APE map from SHPO will not be required. It is assumed NDOT will request CONSULTANT to develop the SHPO screening form.

Amendment 1: No change

7.3 Original Contract: Cultural Resources Technical Reports

Due to the proposed use of federal funding, compliance with Section 106 of the National Historic Preservation Act will be required. Based on preliminary research, several archaeological resources are located within or adjacent to the assumed APE. Based on the preliminary project description and assumed APE, the need to address adjacent architectural resources is not anticipated. However, the roadways themselves are historic alignments and considered architectural resources. Therefore, it is assumed two reports will need to be prepared – one for archaeological resources and one for architectural resources.

CONSULTANT will conduct desktop archival research to ascertain the types and number of known archaeological and architectural resources present within and adjacent to the APE. Archival research will include (but not be limited to) a review of environmental documents for nearby projects, available as-builts from nearby projects (if available from the RTC), the Nevada Cultural Resources Inventory System (NVCRIS) for previously recorded archaeological and architectural resources, and publicly available historic maps (e.g., USGS, GLO). If necessary, the State Historic Preservation Office (SHPO) may be contacted to answer questions related to previously recorded cultural resource eligibility determinations. If such coordination is necessary, CONSULTANT will include the RTC on all correspondence.

Following archival research, CONSULTANT will perform a field visit to evaluate if previously recorded archaeological resources are visible, and if so, document their present condition. For budgetary purposes, it is assumed up to four previously recorded archaeological resources may need to be updated on Intermountain Antiquities Computer System (IMACS) forms. No new archaeological resources are anticipated. No subsurface analysis will occur, and no artifacts will be collected, if identified. For known architectural resources (the roadways), photo documentation will be required for resource form development. For budgetary purposes, up to eight architectural resources may need to be recorded on Architectural Resource Assessment (ARA) forms plus an ARA District form cover page. An update to previously recorded architectural resources is not anticipated.

The results of archival research and fieldwork will be summarized in two cultural resources reports – one for architecture and one for archaeology. Draft reports will provide the project description, definition of the undertaking and APE, archival research results, appropriately scaled historical contexts, field methods, field results, National Register evaluations, and Determinations of Project Effect with management recommendations for next steps. CONSULTANT assumes NDOT will be responsible for Native American consultation. If the project has the potential to affect buried historic properties, CONSULTANT will provide recommendations to avoid or mitigate the potential project-related impacts.

Up to two rounds of revision to the draft reports may be necessary. The draft reports will be submitted to RTC and NDOT for concurrent review and comment (sensitive material redacted from RTC submittal). CONSULTANT will integrate RTC/NDOT comments within the revised draft and resubmit to both parties. NDOT will submit the revised draft to SHPO. If necessary, CONSULTANT will integrate SHPO comments and submit the final reports back to RTC/NDOT and NDOT will submit the final reports to SHPO. Final shapefiles will be delivered with the final reports.

Amendment 1: No change

7.4 Original Contract: Sections 4(f) and 6(f)

Section 4(f) properties include significant publicly owned public parks, recreation areas, and wildlife or waterfowl refuges, or any publicly or privately owned historic site listed or eligible for listing on the National Register of Historic Places. Before approving a project that “uses” (i.e., impacts or modifies) a Section 4(f) property, FHWA must determine there is no feasible and prudent alternative to avoid or minimize the impact to the property, such that FHWA can make a de minimis determination.

CONSULTANT will evaluate the areas within and adjacent to the project to determine whether a 4(f) property (including historic resources) exists. Consideration of historic sites will be limited to those previously listed on or determined eligible for listing on the National Register of Historic Places, to the extent that such information is readily available via standard archival research methods. If a 4(f) property exists, CONSULTANT will evaluate whether project activities have the potential to “use” the 4(f) property. CONSULTANT assumes the Project will not “use” a 4(f) property. Results of this effort will be summarized in a brief technical study, recommending what (if any) additional effort may be required for future NEPA compliance, such as a FHWA de minimis finding evaluation, or a programmatic or individual evaluation for significant 4(f) impacts.

Section 6(f) of the Land and Water Conservation Act requires the conversion of lands or facilities acquired with Land and Water Conservation Act funds under the State Assistance program be coordinated with the National Park Service. CONSULTANT will document if any Section 6(f) properties exist within or near the project that may be affected by proposed activities and summarize the results in a brief technical study.

The results of the Section 4(f) and Section 6(f) analysis will be drafted into a single technical study. The draft study will be provided to RTC for review and approval. Upon receipt of comments to the draft, CONSULTANT will prepare and submit a final study to RTC.

Amendment 1: No change

7.5 Original Contract: Aquatic Resources

CONSULTANT will conduct an aquatic resources desktop investigation for the project. This desktop review will include:

- Review of aerial photographs, topographic maps, and the US Fish and Wildlife Services National Wetland Inventory database to identify potential aquatic resources in the project; and
- Review of soils, stream data, and vegetation information to describe conditions in the project.

Based on the desktop results, CONSULTANT will prepare and submit a draft aquatic resources technical study to the RTC. Upon receipt of comments to the draft, CONSULTANT will prepare and submit a final technical study to the RTC. CONSULTANT assumes no aquatic resources will be identified within the APE, no aquatic resources field work will be required, and no culverts will be replaced as part of the project.

Amendment 1: No change

7.6 Original Contract: Title VI and Environmental Justice

In accordance with Title VI of the Civil Rights Act of 1964, CONSULTANT will assess if project activities receiving Federal financial assistance that affect human health or the environment do not directly, or through contractual or other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, or national origin.

To determine if there are potential Environmental Justice (EJ) issues associated with the proposed project and location of the affected population, CONSULTANT will utilize the Environmental Protection Agency's (EPA) "EJSCREEN" desktop mapping tool to analyze population demographics of the project location. Use of the EJSCREEN mapper will identify if there are potential issues complying with Executive Order 12898, which requires federal agencies to identify and address, as appropriate, disproportionately high adverse human health and environmental effects of their programs, policies, and activities on minority populations and low-income populations.

The results of the Title VI and EJ analysis will be drafted in a technical study. The draft study will be provided to the RTC for review and approval. Upon receipt of comments on the draft, CONSULTANT will prepare and submit a final study to the RTC.

Amendment 1: No change

7.7 Original Contract: Hazardous Materials

In support of the environmental checklist and in general accordance with the ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, Designation E1527-13 (ASTM, 2013) and the United States EPA's All Appropriate Inquiries (AAI) Final Rule (EPA, 2005), CONSULTANT will conduct a records search of the APE and the general vicinity to identify documented environmental concerns and Recognized Environmental Conditions (RECs). The records search will include reviewing readily available information and environmental data relating to the APE limits as previously defined, including environmental databases maintained by federal, state, and local agencies and historical documents, such as topographic maps, Sanborn Fire Insurance maps, aerial photographs, and select city directories.

Background research will include review of:

- Environmental Data Resources an Environmental Data Corridor report.
- Data from the Nevada Division of Environmental Protection, including but not limited to the open and closed project databases for Leaking Underground Storage Tank cases and Corrective Action (non-regulated) sites.
- Desktop site reconnaissance using Google Earth, or equivalent online mapping services.
- Documentation of current conditions and findings from baseline environmental assessments.

In addition to the research described, CONSULTANT will conduct a windshield level (driving as opposed to walking) site reconnaissance to review properties within the APE with identified and documented environmental concerns.

CONSULTANT will prepare and submit a draft hazardous materials technical memorandum that will include figures showing the locations of identified sites with documented environmental concerns within the APE. Upon receipt of comments, CONSULTANT will revise the draft memo and submit a final version.

Amendment 1: The project realized budget savings in Task 7.7. As a result, \$14,245 has been deducted from the fee.

7.8 Original Contract: Environmental Checklist/Categorical Exclusion (CE)

A Categorical Exclusion under NEPA exempts a project from NEPA, but still requires compliance with the range of federal statutes, laws, and executive orders governing environmental protection. In addition to the technical studies outlined above, CONSULTANT will complete the NDOT TPP Environmental Checklist/Categorical Exclusion checklist and environmental review record to determine no unusual circumstances apply, which includes:

- Project Purpose and Need
- Project Description and Project Figures
- Right-of-Way/Easements
- Cultural Resources (technical study to be attached)
- Wetlands (technical study to be attached)
- Floodplain Map(s)
- Biology (technical study to be attached)
- Section 4(f) and Section 6(f) (technical study to be attached)
- Farmland Map
- Coastal Zone Map
- Hazardous Waste and Materials (technical study to be attached)
- Wild and Scenic Rivers
- Air Quality discussion
- Socioeconomics and Environmental Justice discussion (technical study to be attached)
- Dust and Noise Control
- Environmental Commitments

CONSULTANT will complete a draft CE checklist and environmental review record for review by RTC and NDOT. Comments will be integrated, and final documentation provided to NDOT.

Amendment 1: The project realized budget savings in Task 7.7. As a result, \$5,200 has been deducted from the fee.

Deliverables:

1. Draft and final special status species technical study
2. Draft and final APE map
3. Draft and final archaeological report
4. Draft and final architectural report
5. Draft and final Sections 4(f) and 6(f) technical study
6. Draft and final aquatic resources technical study
7. Draft and final Title VI and Environmental Justice technical study
- ~~8. Draft and final hazardous materials technical study~~
- ~~9. Draft and final environmental checklist/categorical exclusion~~
10. Environmental review record inclusive of all attachments and support documentation

8.0 Original Contract: Final Design

CONSULTANT will address RTC and COR comments on the 60% design and develop 90% plans, specifications, and estimates. CONSULTANT will participate in a 90% design review meeting and address RTC and COR comments on the 90% design package and develop 100% and Final (Issued for Bid) plans, specifications, and estimates.

Plans applicable to improvements within NDOT right-of-way will be submitted to NDOT. CONSULTANT will participate in a 90% design review meeting with NDOT.

CONSULTANT will prepare final construction plans, contract documents and technical specifications suitable for construction bid advertisement in accordance with RTC standards and requirements. RTC will provide the contract documents and technical specifications boilerplate via email in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 90%, 100%, and final stages of completion per the following:

- 90% Plans – Two 11”x17” sets and electronic (PDF) to RTC, electronic (PDF) set to Local Entity, and electronic (PDF) set to each utility agency and other affected parties.
- 90% Specifications – One hard copy and electronic (PDF) to RTC and electronic (PDF) to Local Entity.
- 100% Plans – Two 11”x17” sets and electronic (PDF) to RTC and one electronic (PDF) set to Local Entity.
- 100% Specifications – One hard copy and electronic (PDF) to RTC and electronic (PDF) to Local Entity.
- Final Working Plan Set – One 22”x34” set to RTC, two 11”x17” sets and electronic (PDF) to RTC and electronic (PDF) set to Local Entity.
- Final Working Specification Document – One set and electronic (PDF) to RTC and electronic (PDF) to Local Entity, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.

Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

Final Engineer’s Opinion of Probable Construction Costs and Time. CONSULTANT shall provide a final Engineer's opinion of probable construction costs based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

Amendment 1: The original contract included six (6) full signal modifications and seventeen (17) basic signal modifications at up to twenty-three (23) existing signalized

intersections within the Project limits. The scope of work has evolved to seven (7) basic signal modifications, fourteen (14) major signal modifications, two (2) RRFB installations, and four additional locations were designed to the 60% design level but then discontinued.

Virginia Street: To accommodate the left turns at Virginia Street and 4th Street and a buffered bike lane, 300' of the 4th Street intersection must be widened. Design of a roadway widening is more complex than design of improvements within the existing curb to curb footprint (preferred alternative) including grading, utility conflicts and resolutions, tree removal, potential tree relocation, PCC pavement replacement, street light impacts, and traffic signal relocations. CONSULTANT prepared the 90% design of the roadway widening improvements at Virginia Street and 4th Street.

CONSULTANT has been directed to revise the Virginia Street and 4th Street intersection to be shifted to the east. CONSULTANT will prepare 90%, 100% and Final design of the revised layout.

The project limits have been expanded to include North Virginia Street from 9th Street to 10th Street. CONSULTANT will prepare the 90%, 100%, and Final design at 10th Street to facilitate the installation of a new pedestrian signal.

Lake and Evans: The project limits have been expanded to include approximately 250 LF on Mill Street to provide bike lane connectivity to the proposed facility on Lake Street. CONSULTANT will prepare the 90%, 100%, and Final design of the bike lane facility on Mill Street.

The services to be provided are the same as Task 8.0 of the original contract.

9.0 Permitting

9.1 Original Contract: NDOT Right-of-Way Occupancy Permit Application

CONSULTANT will prepare and submit one (1) right-of-way occupancy permit application to NDOT for improvements on Vine Street, Virginia Street, and Evans Avenue. CONSULTANT will complete the standard occupancy permit form, drainage information form, and four sets of detailed color-coded drawings required for the application. The application fee is not included as part of the CONSULTANT's fee estimate. CONSULTANT assumes a stormwater pollution prevention plan and noxious weed management checklist will not be required. The traffic analysis prepared in Task 2.2 will be submitted with the Virginia Street occupancy permit application to support improvements at Maple Street and 8th Street. CONSULTANT assumes a traffic analysis will not be required for the Vine Street and Evans Street occupancy permit applications.

10.0 Original Contract: Bidding Services

1. Plan Set and Specification Distribution. CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the ProcureWare system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
3. Bid Opening. CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into an MS Excel spreadsheet and check multiplication and addition of bid items.

Amendment 1: No change

11.0 Design Contingency (Optional)

Original Contract: This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1.0 to 10.0. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Construction services are an optional task. A detailed scope of services, schedule, and cost proposal will be provided upon completion of the final design.

Authorization to Proceed with Additional Services: CONSULTANT received authorization to proceed with Task 11.0 Design Contingency on May 20, 2025, in an amount not to exceed \$21,395, to obtain up to thirty-two (32) additional preliminary title reports.

CONSULTANT received authorization to proceed with Task 11.0 Design Contingency on June 17, 2025, in an amount not to exceed \$37,345, to obtain supplemental survey for approximately 3,500 LF on Evans Avenue from 5th Street to Lake Street and 250 LF on Mill Street east from Lake Street.

CONSULTANT received authorization to proceed with Task 11.0 Design Contingency on August 22, 2025 in an amount not to exceed \$18,815, to obtain seven (7) additional title reports and supplemental survey for approximately 575 LF along North Virginia Street from 9th Street north to between 10th and 11th Streets, 9th Street from North Virginia Street to Sierra Street, and approximately 225 LF west on 10th Street from North Virginia Street.

Amendment 1: This is a contingency for miscellaneous increases within the scope of this

contract in the performance of services under Tasks 1.0 to 10.0. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

12.0 Engineering Services During Construction (EDC) (Amendment 1)

12.1 Project Management

CONSULTANT will provide project management services for the duration of construction, preparation of record drawings, and project closeout, assumed to be 11 months, and assumed to occur from November 2026 through September 2027. Project management includes monthly invoices and progress reports, management of sub-consultants, budgeting, quality assurance on deliverables, coordination with the RTC Project Manager and Construction Management Team, and project closeout.

12.2 Construction Engineering Support

CONSULTANT will attend the project pre-construction meeting and provide conformed plans and specifications to include changes/corrections to the plans and specifications that occurred during bidding.

CONSULTANT will provide engineering services during construction, assumed to be 9 months, from November 2026 through July 2027 (assuming no winter shutdown). The CONSULTANT will be responsible for the ongoing coordination with the RTC Project Manager and the construction management team's Construction Manager. CONSULTANT will attend weekly construction progress meetings and perform field site visits as needed to observe the progress and the overall quality of the work and address project-specific questions.

CONSULTANT will review and prepare written responses to Requests for Information (RFIs) from the Contractor to resolve conflicts, provide clarifications or interpretations of the plan or specifications prepared by CONSULTANT.

CONSULTANT will review submittals and shop drawings as requested by the construction management team to ensure accuracy and conformance with the project plans and specifications.

CONSULTANT assumes document control will be the responsibility of RTC's Construction Manager.

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

CONSULTANT will review and consolidate the Contractor's construction drawings that include as-built design changes for use in preparation of record as-built drawings. CONSULTANT will provide record drawings for the completed project. Electronic drawings, in single file PDF format (22"x34" at 300 dpi), will be provided to RTC for its files and distribution to the local entities. The PDF file will include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set. CONSULTANT will provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will also be identified as the record drawings. The record drawings will include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

13.0 Engineering Services During Construction Contingency (Optional, Amendment 1)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 12.0. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.



EXHIBIT B
Contract Amendment 1
Overall Fee Proposal for the
BLBN

Task No.	Description	Principal	Associate	Senior II	Senior I	Project II	Project I	Senior Designer	CAD Designer	Staff II	Staff I	Senior Construction Manager	Staff Field Scientist/ Technical Editor	GIS Technician	Clerical	Expenses	Subconsultant	Totals	
	Hourly Rate	\$310.00	\$245.00	\$215.00	\$205.00	\$195.00	\$180.00	\$170.00	\$150.00	\$170.00	\$155.00	\$160.00	\$115.00	\$130.00	\$105.00				
	Amendment 1 Hourly Rate	\$329.00	\$260.00	\$228.00	\$217.00	\$207.00	\$191.00	\$180.00	\$159.00	\$180.00	\$164.00	\$170.00	\$122.00	\$138.00	\$111.00				
1	Project Management	80	210	0	0	0	60	0	0	0	0	0	0	0	28			378	
1	Team and Project Management		150												28	\$200		\$39,890.00	
2	Project Coordination		60				60									\$100		\$25,600.00	
3	Quality Assurance and Quality Control	80																\$24,800.00	
	Subtotal Fees	\$24,800.00	\$51,450.00	\$0.00	\$0.00	\$0.00	\$10,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,940.00	\$300.00	\$0.00	\$90,290.00	
	Amendment 1	18	80	0	0	0	0	0	0	0	0	0	0	0	10			108	
1	Team and Project Management		48												10			\$13,590.00	
2	Project Coordination		32															\$8,320.00	
3	Quality Assurance and Quality Control	18																\$5,922.00	
	Subtotal Fees	\$5,922.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,110.00	\$0.00	\$0.00	\$27,832.00	
2	Investigation of Existing Conditions	7	20	0	0	62	24	49	6	0	140	0	8	0	2			318	
1	Pavement Structural Investigation																		
1.a	Visual Condition Assessment	1	2			4					68					\$200.00		\$12,320.00	
	Visual Condition Assessment Amendment 1										-68							-\$10,540.00	
1.b	Traffic Data					2					6							\$1,320.00	
1.c	Coring/Boring		2			6					6		8					\$37,460.00	
	Coring Amendment 1																	-\$4,145.00	
1.d	Develop Feasible Alternative	4	8			12		4			24							\$9,940.00	
	Develop Feasible Alternative Amendment 1										-24							-\$5,740.00	
1.e	Develop Recommended Alternative	3	8			12		3			12							\$7,600.00	
2.a	Traffic Analysis	2						12										\$37,180.00	
2.b	Traffic Engineering Support																	\$22,020.00	
3.a	Utility Investigation	1				24		8			120				2	\$50.00		\$24,850.00	
	Utility Investigation Amendment 1										-40							-\$6,200.00	
3.b	Utility Coordination					60		40								\$100.00		\$18,600.00	
	Utility Coordination Amendment 1										-30							-\$9,350.00	
4	Topographic Survey							2	6		36							\$150,000.00	
	Subtotal Fees	\$3,410.00	\$4,900.00	\$0.00	\$0.00	\$18,720.00	\$4,320.00	\$11,730.00	\$900.00	\$0.00	\$42,160.00	\$0.00	\$920.00	\$0.00	\$210.00	\$350.00	\$243,150.00	\$330,770.00	
	Amended Subtotal Fees	\$2,170.00	\$4,900.00	\$0.00	\$0.00	\$12,090.00	\$4,320.00	\$8,330.00	\$900.00	\$0.00	\$21,700.00	\$0.00	\$920.00	\$0.00	\$210.00	\$250.00	\$239,005.00	\$294,795.00	
	Amendment 1	0	0	12	0	0	0	14	0	0	0	0	0	0	0			26	
2.a	Traffic Analysis																	\$25,000.00	
	NV Energy Service Application, Coordination, and Associated																		
3.b	Appurtenances in Plans			12				14				0				\$0.00	\$0.00	\$5,256.00	
	Subtotal Fees	\$0.00	\$0.00	\$2,736.00	\$0.00	\$0.00	\$0.00	\$2,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$30,256.00
3	Right of Way Engineering	4	0	0	0	0	34	4	8	0	0	0	0	0	0			50	
1	Preliminary Title Reports	1					12									\$19,550.00		\$22,020.00	
2	Boundary Survey and Legal Descriptions	1					12		8									\$59,500.00	
	Boundary Survey and Legal Descriptions Amendment 1																	-\$10,400.00	
	Permission to Construct Exhibits	1						2	20							\$20.00		\$3,670.00	
	Permission to Construct Exhibits Amendment 1																	-\$3,670.00	
3	Right of Way Setting	2					10	4								\$20.00		\$3,120.00	
	Subtotal Fees	\$1,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,120.00	\$1,020.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,590.00	\$59,500.00	\$91,980.00	
	Amended Subtotal Fees	\$1,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,120.00	\$680.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,570.00	\$49,100.00	\$77,910.00	
	Amendment 1	19	0	10	0	0	0	96	0	0	4	0	16	0	0			145	
2	Boundary Survey and Legal Descriptions	3		10				48										\$120,000.00	
3	Right of Way Setting	12						32										\$9,708.00	
	Right of Way Maps	4						16			4		16					\$6,804.00	
	Subtotal Fees	\$6,251.00	\$0.00	\$2,280.00	\$0.00	\$0.00	\$0.00	\$17,280.00	\$0.00	\$0.00	\$656.00	\$0.00	\$1,952.00	\$0.00	\$0.00	\$0.00	\$120,000.00	\$148,419.00	
4	Public Outreach	20	0	0	0	0	60	114	60	0	0	0	0	0	0			254	
1	Public Outreach and Involvement Plan																	\$7,500.00	
2	Pop-Up Events							6										\$41,350.00	
3	Cross-Sections and Animated Videos						20									\$25.00	\$50,540.00	\$54,165.00	
4	Advisory Committee Meetings	24						24								\$50.00	\$5,750.00	\$17,320.00	
	Advisory Committee Meetings Amendment 1																	-\$5,750.00	
5	Property Owner Coordination	8						60	60									\$21,680.00	
6	Government Affairs	24						8								\$25.00		\$8,825.00	
	Government Affairs Amendment 1																	-\$8,825.00	
7	Working Group Meetings	12					40	24								\$100.00	\$6,070.00	\$21,170.00	
8	Website							24										\$37,400.00	
	Subtotal Fees	\$21,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,800.00	\$24,820.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$148,610.00	\$214,510.00	
	Amended Subtotal Fees	\$6,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,800.00	\$19,380.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125.00	\$142,860.00	\$188,365.00	



EXHIBIT B
Contract Amendment 1
Overall Fee Proposal for the
BLBN

Task No.	Description	Principal	Associate	Senior II	Senior I	Project II	Project I	Senior Designer	CAD Designer	Staff II	Staff I	Senior Construction Manager	Staff Field Scientist/ Technical Editor	GIS Technician	Clerical	Expenses	Subconsultant	Totals
	Hourly Rate	\$310.00	\$245.00	\$215.00	\$205.00	\$195.00	\$180.00	\$170.00	\$150.00	\$170.00	\$155.00	\$160.00	\$115.00	\$130.00	\$105.00			
	Amendment 1 Hourly Rate	\$329.00	\$260.00	\$228.00	\$217.00	\$207.00	\$191.00	\$180.00	\$159.00	\$180.00	\$164.00	\$170.00	\$122.00	\$138.00	\$111.00			
5	Preliminary Design	36	24	0	0	140	216	386	700	0	580	54	0	0	6			2,142
1	Prepare 30% P&E	8				40		40	60		80	24			2	\$100.00	\$172,880.00	\$215,510.00
	30% Long Roll Plot																	\$15,900.00
2	Parking Impacts Memo	2						4										\$14,720.00
3	Intersection Evaluations - SV/Calif & Vine/University Terrace	2					16	22								\$25.00		\$14,860.00
4	Prepare 60% P&E	24	24			100	200	280	640		500	30			4	\$100.00	\$147,000.00	\$442,240.00
	60% Long Roll Updates							40								\$2,000.00		\$8,800.00
	Subtotal Fees	\$11,160.00	\$5,880.00	\$0.00	\$0.00	\$27,300.00	\$38,880.00	\$65,620.00	\$105,000.00	\$0.00	\$89,900.00	\$8,640.00	\$0.00	\$0.00	\$630.00	\$2,225.00	\$365,360.00	\$720,595.00
	Amendment 1	7	0	5	0	0	0	295	14	0	251	0	65	0	0			637
1	Virginia Street Alternatives (Complete)	7		1				68	14		48							\$23,485.00
2	Virginia Street Left Turns (Complete)							37			15							\$8,615.00
3	Virginia Street and 4th Street Alternative (Complete)							23										\$3,910.00
4	9th Street between North Virginia Street and Sierra Street (Complete)							10										\$1,700.00
5	60% North Virginia Street -9th to 10th Street	2						20			20		20					\$9,978.00
6	Evans Cycle Track Alternative (Complete)			2				75										\$13,180.00
7	60% Evans Avenue West Side Cycle Track	2						40	80		70		40					\$36,938.00
8	60% Mill Street to Lake Street Connection	1						10			12		16					\$6,049.00
9	60% Lake Street Lane Width Update (Complete)							18			35		22					\$11,015.00
10	Vine Street Traffic Calming Alternatives (Complete)			2				26										\$4,850.00
11	60% Fifth Street Lane Width Update (Complete)							38			153		43					\$35,120.00
	Subtotal Fees	\$3,815.00	\$0.00	\$1,075.00	\$0.00	\$0.00	\$0.00	\$62,750.00	\$14,820.00	\$0.00	\$55,633.00	\$0.00	\$16,747.00	\$0.00	\$0.00	\$0.00	\$0.00	\$154,840.00
6	Drainage Analysis	13	68	66	138	0	30	0	0	60	0	0	0	0	0			375
1	Drainage Meeting	2	4	2	8													\$3,570.00
2	Drainage Standard Memo	1	4	4	10													\$4,060.00
3	Draft Drainage Report	4	30	30	50			5			20				\$25.00			\$28,465.00
4	Draft Final Drainage Report	4	20	20	40			10			20				\$25.00			\$22,865.00
5	Final Drainage Report	2	10	10	30			15			20				\$25.00			\$16,645.00
	Subtotal Fees	\$4,030.00	\$16,660.00	\$13,530.00	\$26,910.00	\$0.00	\$5,100.00	\$0.00	\$0.00	\$9,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$75,605.00
7	NEPA and Technical Studies	32	22	170	68	0	50	0	116	173	0	89	80	25				825
1	Biological Resources		5							32			2		2	\$115.00		\$7,220.00
2	APE Map/NDOT Screening Form	4	8		12	4		4			8		8					\$9,400.00
3	Cultural Resources				68	64		2			136		56	28	8	\$880.00		\$59,640.00
4	Section 4(f)/6(f)	4						4			20		8	20	5	\$50.00		\$9,115.00
5	Aquatic Resources		5							18				4				\$4,805.00
6	Title VI and Environmental Justice	4			14						1		2					\$4,495.00
7	Hazardous Materials	12									55					\$2,000.00		\$14,245.00
7	Amendment 1	-12									-55					-\$2,000.00		-\$14,245.00
8	Environmental Checklist/CE																	
	Project Description	8			16					10			5		2			\$8,245.00
	NEPA CE Checklist	8								16								\$5,200.00
	Amendment 1	-8								-16								-\$5,200.00
	Supporting Documentation	8	4		60			40		32			16	20	8			\$33,280.00
	Agency Consultation (FHWA, SHPO)	2								8	8							\$3,220.00
	Final CE package submittal, FHWA concurrence	2								16								\$3,340.00
	Subtotal Fees	\$16,120.00	\$5,390.00	\$34,850.00	\$13,260.00	\$0.00	\$8,500.00	\$0.00	\$22,440.00	\$35,340.00	\$0.00	\$10,235.00	\$10,400.00	\$2,625.00	\$3,045.00	\$0.00	\$0.00	\$162,205.00
	Amended Subtotal Fees	\$9,920.00	\$5,390.00	\$34,850.00	\$13,260.00	\$0.00	\$8,500.00	\$0.00	\$19,720.00	\$26,815.00	\$0.00	\$10,235.00	\$10,400.00	\$2,625.00	\$1,045.00	\$0.00	\$0.00	\$142,760.00
8	Final Design	50	24	0	0	220	460	580	768	0	630	44	0	0	0			2,776
1	Prepare 90% PS&E	32	24			160	400	500	620		450	40				\$100.00	\$153,310.00	\$526,560.00
2	Prepare 100% and Final PS&E	16				40	60	80	140		180					\$100.00	\$55,000.00	\$141,160.00
3	Prepare Final Engineer's Estimate	2				20			8			4						\$6,360.00
	Subtotal Fees	\$15,500.00	\$5,880.00	\$0.00	\$0.00	\$42,900.00	\$82,800.00	\$98,600.00	\$115,200.00	\$0.00	\$97,650.00	\$7,040.00	\$0.00	\$0.00	\$0.00	\$200.00	\$208,310.00	\$674,080.00
	Amendment 1	6	0	27	0	22	0	90	0	0	86	0	66	0	0	0	0	297
1	Prepare 90% PS&E																\$110,000.00	\$110,000.00
1	90% Virginia Street and 4th Street Widening (Complete)					22		17			15							\$9,505.00
1	Prepare 90% PS&E Virginia Street & 4th Street Shift East	2		20				40			28		16					\$18,962.00
1	Prepare 90% PS&E North Virginia Street - 9th to 10th Street	2		2				12			18		24					\$9,154.00
2	Prepare 100% PS&E																\$21,000.00	\$21,000.00
2	Prepare 100% PS&E Virginia Street & 4th Street Shift East	1		4		1		8			6		8				\$0.00	\$4,641.00
2	Prepare 100% PS&E North Virginia Street -9th to 10th Street	1		1				2			4		6					\$2,305.00
	Subtotal Fees	\$1,974.00	\$0.00	\$6,156.00	\$0.00	\$4,290.00	\$0.00	\$16,030.00	\$0.00	\$0.00	\$13,969.00	\$0.00	\$8,052.00	\$0.00	\$0.00	\$0.00	\$131,000.00	\$181,471.00

EXHIBIT B
Contract Amendment 1
Overall Fee Proposal for the
BLBN

Task No.	Description	Principal	Associate	Senior II	Senior I	Project II	Project I	Senior Designer	CAD Designer	Staff II	Staff I	Senior Construction Manager	Staff Field Scientist/ Technical Editor	GIS Technician	Clerical	Expenses	Subconsultant	Totals	
	Hourly Rate	\$310.00	\$245.00	\$215.00	\$205.00	\$195.00	\$180.00	\$170.00	\$150.00	\$170.00	\$155.00	\$160.00	\$115.00	\$130.00	\$105.00				
	Amendment 1 Hourly Rate	\$329.00	\$260.00	\$228.00	\$217.00	\$207.00	\$191.00	\$180.00	\$159.00	\$180.00	\$164.00	\$170.00	\$122.00	\$138.00	\$111.00				
9	Permitting	3	3	0	0	0	38	38	38	0	0	0	0	0	0			120	
1	NDOT ROW Occupancy Permit	3	3				38	38	38									\$3,900.00	\$24,565.00
	Subtotal Fees	\$930.00	\$735.00	\$0.00	\$0.00	\$0.00	\$6,840.00	\$6,460.00	\$5,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,900.00	\$24,565.00
10	Bidding Services	3	0		0	18	0	16	16	0	0	0	0	0	2			55	
1	Distribute IFB PS&E	1				4			4									\$1,690.00	
2	Conduct Pre-Bid Meeting & Addenda	2				8		16	12									\$4,500.00	\$11,200.00
3	Attend Bid Opening & Tabulate Bids					6									2	\$50.00		\$1,430.00	
	Subtotal Fees	\$930.00	\$0.00	\$0.00	\$0.00	\$3,510.00	\$0.00	\$2,720.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.00	\$50.00	\$4,500.00	\$14,320.00	
11	Design Contingency (Optional)	0	3		0	0	13	2	0	0	8	0	0	0	0			26	
1	Preliminary Title Reports		1				10									\$19,350.00		\$21,395.00	
2	Supplemental Survey (Evans and Mill)		1					1			6							\$36,000.00	\$37,345.00
3	Remaining Title Reports & Supplemental Survey (9th/10th)		1				3	1			2					\$4,550.00	\$13,000.00	\$18,815.00	
	Remaining Design Contingency																	\$22,445.00	
	Subtotal Fees	\$0.00	\$735.00	\$0.00	\$0.00	\$0.00	\$2,340.00	\$340.00	\$0.00	\$0.00	\$1,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,900.00	\$49,000.00	\$100,000.00	
	Amendment 1																	\$25,000.00	
12	Engineering Services During Construction (EDC) (Amendment 1)	14	34	12	4	0	0	184	0	100	0	0	0	0	17			365	
1	Project Management		34												13			\$10,283.00	
2	Construction Engineering Support																		
	Submittal Review			12	4			12		40					4	\$25.00	\$7,080.00	\$20,513.00	
	RFIs	8						70		20						\$0.00	\$6,760.00	\$25,592.00	
	Weekly meetings (36@ 2hr/ea)	2						72								\$50.00	\$0.00	\$13,668.00	
	Record Drawings	4						30		40						\$0.00	\$9,460.00	\$23,376.00	
	Subtotal Fees	\$4,606.00	\$8,840.00	\$2,736.00	\$868.00	\$0.00	\$0.00	\$33,120.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,887.00	\$75.00	\$23,300.00	\$93,432.00	
13	EDC Contingency (Optional, Amendment 1)																		
	Subtotal Fees																	\$20,000.00	
	Total EDC and Design Services	\$99,448.00	\$121,270.00	\$14,983.00	\$49,248.00	\$130,260.00	\$162,900.00	\$347,430.00	\$254,220.00	\$37,720.00	\$316,863.00	\$15,680.00	\$37,906.00	\$10,400.00	\$9,612.00	\$47,815.00	\$1,361,335.00	\$3,084,535.00	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.4.2

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

SUBJECT: West Fourth Street Safety Project Construction Management Professional Services Agreement

RECOMMENDED ACTION

Approve a contract with Construction Materials Engineers, Inc., to perform construction management services related to the West Fourth Street Safety Project, in an amount not-to-exceed \$2,816,481.30.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Construction Materials Engineers, Inc. (CME) is to provide construction management services including management, inspection, material testing, and documentation for the West fourth Street Safety Project. This project will reconstruct West Fourth Street from McCarran Boulevard to Vine Street and include lane reduction, multi-use paths and roundabouts at Summit Ridge Drive and Stoker Avenue.

The design engineering consultant is Wood Rodgers, Inc. (Wood Rodgers). Wood Rodgers, as Engineer of Record, is providing engineering support services during construction for the Project under a separate agreement with the RTC. This project will be implemented using federal transportation funding and constructed through the design-bid-build method. The tentative construction start is Spring 2026 with an anticipated duration of 185 working days.

CME was selected as the highest-ranked firm out of the five responsive proposals that the RTC received for Construction Management for the Project. The selection was made in response to the Request for Proposals (RFP) advertised on October 8, 2025. Negotiation of the scope, schedule and budget resulted in the not-to-exceed fee amount that is within the appropriated budget.

FISCAL IMPACT

Fuel Tax appropriations for this project are included in the FY 2026 Budget.

PREVIOUS BOARD ACTION

10/20/2023 - Approved a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the West Fourth Street Safety Improvements project.

2/24/2023 - Approved a contract with Wood Rodgers, Inc., for preliminary design, environmental analysis, and final design services for the West Fourth Street Safety Project from West McCarran Boulevard to Vine Street, in an amount not-to-exceed \$1,057,830.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2026, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Construction Materials Engineers, Incorporated (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Construction Management Services in connection with the West Fourth Street Safety Project; and

WHEREAS, CONSULTANT submitted a proposal (the “Proposal”) and was selected to perform the work.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through November 30, 2027, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.

3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC’s Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule and must be approved in writing by RTC’s Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to-exceed amounts:

Engineering During Construction Services	\$2,669,506.00
<u>Engineering During Construction Services Contingency</u>	<u>\$146,975.30</u>
Total Not-to-Exceed Amount	\$2,816,481.30

3.3. For any work authorized under Section 2.5, “Additional Services,” RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.5, “Additional Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such

services, but not more than 105% of the amounts billed to CONSULTANT for such services.

- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

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

Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC’s Project Manager is Scott Gibson or such other person as is later designated in writing by RTC. RTC’s Project Manager has authority to act as RTC’s representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT’ Project Manager is Justin ‘Verdie’ Legg or such other person as is later designated in writing by CONSULTANT. CONSULTANT’s Project Manager has authority to act as CONSULTANT’s representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Scott Gibson, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: sgibson@rtcwashoe.com
(775) 335-1874

CONSULTANT: Martin Crew, P.E.
President
Construction Materials Engineers, Inc.
300 Sierra Manor Drive, Suite 1
Reno, NV 89511
Email: mcrew@cmenv.com
(775) 737-7584

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

- 14.2. UNAVOIDABLE DELAYS

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

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON-TRANSFERABILITY

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

15.3. SEVERABILITY

If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

16.2. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

CONSTRUCTION MATERIALS ENGINEERS, INC.

By: _____
Martin Crew, President

Exhibit A

Scope of Services

Exhibit A

SCOPE OF SERVICES

1. INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC), in partnership with the City of Reno, is advancing the West Fourth Street Safety Project (Project) for construction. The Project will narrow much of West Fourth Street from Vine Street to McCarran Boulevard, construct two new roundabouts at the Stoker Avenue and Summit Ridge intersections, and provide drainage and multimodal improvements throughout the corridor including the addition of curb and gutter, ADA ramps, and multi-use paths. The Project limits are between McCarran Boulevard and Vine Street in Reno, Nevada.

Wood Rodgers Inc. is the design engineer for the project. Wood Rodgers, as Engineer of Record, will provide engineering support services during construction of the Project under a separate professional service agreement with the RTC. This project is federally funded administered by RTC through a Local Public Agency (LPA) agreement with Nevada Department of Transportation (NDOT).

The Project is a Design-Bid-Build delivery (DBB) method project. The tentative construction starts in March 2026 with an anticipated duration of 185 working days and a \$20M - \$25M construction cost estimate.

2. BACKGROUND

West Fourth Street is an arterial facility that connects Downtown Reno to the west to residential, commercial, and industrial areas. The Project is on West Fourth Street between Vine Street and McCarran Boulevard. The corridor has mixed-use development with commercial businesses, shopping centers, trailer parks, restaurants, gas stations, and convenience stores. Improvements are needed to slow traffic and improve safety and mobility for all modes of traffic.

The West Fourth Street Safety Project will rehabilitate the pavement throughout and narrow much of West Fourth Street from four lanes to three lanes from west of Keystone Avenue to west of Summit Ridge Drive where the road maintains the existing two-lane cross section. The project includes two roundabouts, at Summit Ridge and Stoker Avenue. Eight- and ten-foot multi-use paths will be provided from Vine to Stoker on the south side of the roadway and from Vine to McCarran on the north side.

Some existing overhead utilities in the medians and the new roundabouts will be placed underground. Most overhead utilities will remain in place because the roadway narrowing removes existing conflicts. However, ongoing coordination with utility companies will be required. Truckee Meadows Water Authority (TMWA) intends to perform water main and service relocations in some parts of West Fourth Street in advance of the RTC Project. Kinder Morgan has pipeline facilities within the corridor, and the project will not directly impact their facilities. However, the special provisions include restrictions on vibratory compaction near Kinder Morgan facilities.

This project is federally funded administered by RTC through an LPA agreement with NDOT who provides oversight of funding use and contract compliance. The selected Construction Contractor will be required to comply with the National Environmental Policy Act (NEPA) and Buy America Build America (BABA). The project was awarded a Programmatic Categorical Exclusion by NDOT under NEPA in January 2025 and received a Notice to Proceed to advertise from the FHWA dated August 19, 2025. The RTC advertised the project on October 28, 2025.

The federal funding comes through the Highway Safety Improvement Program (HSIP). Specific items of work such as roundabouts that contribute to the safety of the corridor are eligible for HSIP funding and others such as pavement rehabilitation are not.

In addition, the western portion of the project from just east of Stoker lies in UPRR ROW. An encroachment agreement with the City of Reno and RTC includes provisions for UPRR to provide construction inspection activities within their ROW. The project is a parallel facility that has no railroad crossings and does not affect UPRR operations.

2.1 Preliminary Work Schedule and Duration

Construction is anticipated to begin in March 2026. The work to be performed under this contract is projected to take 185 working days over 1 construction season to complete. This does not include preconstruction and closeout activities described herein. The contract duration may be adjusted based upon the award of the contract and the completion of the work by the contractor. Construction administration, inspection, and material testing will oversee a contractor performing predominately day work, occasional night work, and select marathon weekend work.

3. PROJECT TEAM

The key members of the Consultant's Project team shall not be altered without approval of the RTC project manager. Members considered key to the consultant's team include:

- Justin Verdie Legg – Project Manager
 - Joseph Mactutis, PE – Construction Manager
 - Stacy Yokoyama, PE – Office Manager
 - Mike Magee, Project Inspector
 - Roland “Duke” Brooks – Project Survey
 - McKenna Temen – Public Outreach
- a. RTC Project Manager (PM): The RTC's Project Manager (PM) will represent the RTC Director of Engineering and the RTC's interests. The Consultant Construction Project Manager shall report directly to the RTC PM.
 - b. Consultant: The individual, firm or Corporation (including its sub-consultant(s)) contracting with the RTC to provide construction management, inspection, and materials testing services for the construction of the Project.
 - c. Construction Resident Engineer (RE): The Consultant's RE is in responsible charge of services performed as described in this Scope of Services and is responsible to the PM

- for the quality of these services. The Consultant's RE must be a Professional Engineer licensed in the State of Nevada. The RE reviews and recommends interim and final payments from the contractor and all changes to the Contracts for all consultants and contractors. The RE certifies that all the work is done in general conformance with the Construction Contract Documents and RTC standard practices. The RE has authority to reject defective materials and to suspend any work that is judged to be improperly performed.
- d. Office Manager/Office Engineer: The Consultant's Office Engineer is in responsible charge of managing office procedures and administrative needs for construction management of the project, including but not limited to maintaining accurate contract documentation for submittals, RFI's, inspection reports, material testing reports, meeting minutes, and other deliverables.
 - e. Construction Inspector (CI): The Consultant's employees who perform inspection under the responsible charge of the Consultant's RE/CPM.
 - f. Construction Materials Tester (MT): The Consultant's employees who perform testing services under the responsible charge of the Consultant's RE/CPM.
 - g. Public Information Officer (PIO): The Consultant's Public Information Officer (PIO) is in responsible charge of engaging the local community and informing stakeholders of roadway construction activities, responding to public inquiries, providing support for presentations, developing and distributing informational materials, assisting with media relations, and attending construction activity meetings.
 - h. Contractor: The individual, firm or corporation contracting with the RTC to construct the Project.
 - i. Designer: The individual, firm or Corporation contracting with the RTC to design, and provide construction design support for the construction of the Project.
 - j. Construction Contract Documents: The written agreement between the RTC and the Contractor setting forth the obligations of the parties for the performance of the construction work as defined in said Contract Documents and the basis of payment.

The CONSULTANT shall provide a minimum of the following personnel:

- a. Construction Resident Engineer (RE)
- b. Office Manager/Office Engineer
- c. Construction Inspector (CI) – Provide one (1) lead construction inspectors and one (1) construction inspector, each with a minimum of three (3) years of construction inspection experience in roadway inspection. Roadway inspection will include subgrade, aggregate base, HMA paving, concrete flatwork, drainage facilities, signal

system installation, etc. Assign staff to the project to efficiently complete scope of services.

- d. Construction Materials Tester (MT) – Provide at least one (1) materials tester with a minimum of three (3) years of highway construction material testing experience. All testing personnel shall be certified under American Concrete Institute (ACI) as Concrete Field-Testing Technical. All testing personnel shall be certified under Nevada Alliance for Quality Transportation Construction (NAQTC) guidelines for Sampling and Density (SD), Aggregate (AG), and either Asphalt (AS) or Asphalt Extended (AE); in lieu of NAQTC certification, the Tester may be certified under Western Alliance for Quality Transportation Construction (WAQTC) guidelines for Aggregate, Asphalt, Embankment and Base, and In-Place Density. Assign staff to the project to efficiently complete scope of services.
- e. Survey Crew - Provide one (1) fully equipped, two (2) person survey crew consisting of a Survey Lead and a survey technician each with a minimum of three (3) years of construction staking experience on heavy civil roadway construction projects. The Survey Lead shall be licensed by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with the Nevada Revised Statutes Chapter 625, as a licensed Surveyor.
- f. Public Outreach Lead (POL) - with a minimum of three (3) years of experience providing public outreach on infrastructure construction projects.

At least one (1) proposed team member shall be certified as a Traffic Control Supervisor (TCS) by the American Traffic Safety Services Association (ATSSA).

4. SCOPE OF WORK

The CONSULTANT shall provide the Project Team necessary to deliver effective construction administration that will deliver the Project within established schedules and budgets. The CONSULTANT shall provide sufficient personnel who possess the experience, knowledge, and character to adequately perform the requested services. These services will encompass serving as the RTC's Construction Manager under the direction of the RTC Project Manager including interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Construction Contractor's work, inspection and materials testing throughout the duration of construction.

TASK 1 – PRECONSTRUCTION SERVICES

The preconstruction administration tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- a. Review project documentation and setup construction admin databases, files, checklists, forms, and tracking tools for construction administration tasks.
- b. Create agenda and draft meeting minutes for the preconstruction conference.

- c. Perform startup construction coordination working directly with the RTC Project Manager in conjunction with representatives from the City of Reno, NDOT, and FHWA.
- d. Develop Quality Assurance/Quality Control Plans and Quality Management related documents as needed.
- e. Review and provide recommendations on contractor's baseline construction schedule.

TASK 2 – CONSTRUCTION ADMINISTRATION

The construction administration tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- a. Create agendas and draft meeting minutes for the progress meetings.
- b. Perform construction coordination working directly with the RTC Project Manager in conjunction with representatives from the City of Reno, NDOT, and FHWA.
- c. Review and provide recommendations on contractor's traffic control plans
- d. Review, stamp, and distribute contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs; maintain submittal log.
- e. Obtain and verify material and equipment certifications are in compliance with the plans, specifications and approved submittals
- f. Review and provide recommendations on test results
- g. Review and provide recommendations on contractor's construction schedule and work progress
- h. Review construction for acceptance and/or mitigation
- i. Provide verification and approval of contractor's monthly pay request
- j. Supervise the inspection, surveying, and material testing activities
- k. Maintain appropriate documentation in a clear, concise manner and ensure Project Team and agency representatives can easily access
- l. Provide recommendations to the RTC and Engineer of Record for any necessary construction changes due to field conditions
- m. Assist in change order review and approval
- n. Assist the Contractor and RTC to ensure compliance with Traffic Control and all construction related permits and federal requirements, including but not limited to the National Environmental Policy Act (NEPA), Buy America Build America (BABA) compliance, labor compliance, the Union Pacific Railroad requirements, NDOT requirements, and other Federal requirements associated with the Local Public Agency Agreement between RTC and NDOT for federal funds utilized on this project.
- o. Assist the Contractor and RTC with utility company coordination for relocations and inspections
- p. Coordinate with the RTC, Contractor, Designer, and RTC PIO for public outreach to community stakeholders and coordinate with agencies on outreach efforts to ensure consistent messages are delivered to the public
- q. Assist in review and response for Requests for Information (RFI's) during construction. Develop and maintain an RFI log.

TASK 3 – CONSTRUCTION INSPECTION

The CONSULTANT shall assist the RTC by providing the following construction services:

- a. Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications.
- b. Track quantities of work performed.
- c. Maintain proper documentation for pay application approvals, anticipated changes, and coordination with community stakeholders and agencies.
- d. Assist in issues resolution with the RTC, contractor personnel, utility agencies, the public and others.
- e. Prepare daily inspection reports and submit weekly to RTC and Engineer of Record.
- f. Assist in preparation of the punch-list, document completion of punch-list, and provide notification of punch-list completion and recommendation for substantial completion to the RTC.
- g. Maintain as-built drawings to incorporate contractor record drawings mark-ups.
- h. Provide weekly inspection of the project construction site for conformance with the contractors Storm Water Pollution Prevention Plan (SWPPP) and additional environmental and permit conditions imposed on the project by local and state agencies.
- i. Coordinate all construction inspection and material testing services needed to verify Contractor's work complies with the plans, specifications, and permit requirements.

TASK 4 – MATERIALS TESTING

The CONSULTANT shall provide the following for Material Testing:

- a. The CONSULTANT shall sample, test, and document all materials incorporated into the project.
- b. Prepare and submit a Sampling and Analysis Plan (SAP) detailing required tests and frequency of required tests.
- c. Document Hot Mix Asphalt (HMA) test results in the RTC's HMA Summary Spreadsheet. HMA Summary Spreadsheet to be provided by the RTC.
- d. Document Concrete test results in the RTC's Concrete Summary Spreadsheet. Concrete Summary Spreadsheet to be provided by the RTC.
- e. Material Testing for compliance with the specifications and testing requirements per the Standard Specifications for Public Works Construction (Orange Book, 2012 ver. 8) and NDOT Standard Specifications for Road and Bridge Construction (Silver Book, 2014).
- f. AC Plant Inspection and Testing
- g. Asphalt Cement Testing
- h. Concrete Testing
- i. On-site Nuclear Gauge Testing & Sampling
- j. Plantmix Bituminous Pavement Testing
- k. Plantmix Bituminous Pavement coring and Lab Testing

The CONSULTANT shall provide certified testing personnel in accordance with the Nevada Alliance for Quality Transportation Construction/Western Alliance for Quality Transportation Construction (NAQTC/WAQTC) guidelines. All testing personnel shall be certified under American Concrete Institute (ACI). Personnel provided for testing must be acceptable to the RTC prior to the performance of work on the Project.

The CONSULTANT shall provide an AASHTO accredited laboratory equipped to provide material testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works (Orange Book).

TASK 5 – POST CONSTRUCTION/CLOSEOUT

The postconstruction administration tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- a. Provide verification and approval of contractor's final pay request
- b. Assist in final change order review and approval
- c. Provide field markup set for the Engineer of Record's use in developing the project record drawings.
- d. Compile all inspection, materials testing, and non-conformance documentation to form a Project Documentation Closeout Report that documents that the Project has been constructed in compliance with, and following, the plans and specifications and provide documentation where any deviations may exist and the resolution to those deviations.

TASK 6 – SURVEYING

The CONSULTANT shall provide the following Surveying:

- a. Attendance at weekly construction coordination meetings and management and scheduling of contractor survey requests.
- b. Recover/check existing survey control and set additional project control for construction. This primary project control shall be utilized by the Surveyor and Contractor throughout the construction of the Project. The horizontal control shall be established using GPS and Total Station Methods. The vertical control shall be established using differential leveling methods.
- c. Establish preliminary grading stakes denoting offsets and cut/fill to finish grade. This set of stakes will also denote clearing and grubbing limits.
- d. Layout new Right-of-Way lines on 50-foot intervals and all event points. Layout (TCE) Temporary Construction Easements on 50-foot intervals and all event points to ensure work is performed within project limits. Layout Permanent easements at all event points.
- e. Layout sawcut limits within existing roadway, sidewalks, and paths.
- f. Layout all roadway center line alignments (horizontal/vertical), curb and gutter, median curb, retaining curbs, valley gutters, sidewalk, edge of pavement, sound walls, and finish grade offset stakes at 25' (minimum) intervals in curbs, 50' (maximum) intervals on tangents and all even points.
- g. Layout all pedestrian ramps, and driveway aprons with line and finish grade offsets at 25' (maximum) interval on tangents and all even points.

- h. Layout drainage structures (manholes, drop inlets, blind connections, end sections) and pipe alignments with line and finish grade offset stakes for each feature.
- i. Layout traffic signal poles, pedestrian push buttons, and pull boxes with line and finish grade offset stakes for each feature.
- j. Layout luminaires and pull boxes with line and finish grade offset stakes for each feature.
- k. Layout Striping at 25' (maximum) intervals on curves and 50' (maximum) intervals on tangents and all event points.
- l. Layout all signs with a line and offset stake.
- m. Utility locates to bring features and structures to finish grade after paving operations.
- n. Layout utility relocations and utility pipe alignments with line and finish grade offset stakes for each feature.
- o. Reset existing survey monuments in place if existing monuments are destroyed during construction.
- p. Provide as-built survey documentation. Verify inverts are installed per plan. Spot check elevation of proposed subgrade and aggregate base course prior to paving. Verification of formwork at pedestrian ramps and driveway aprons prior to concrete pours to ensure ADA compliance.

TASK 7 – PUBLIC OUTREACH

The CONSULTANT will support the RTC's Public Information Officer (PIO) and the Contractor by providing the following services:

- a. Assist the RTC in hosting one in-person public meeting with the Contractor in advance of the start of Construction to inform stakeholders including businesses and residents about construction activities, schedule, and traffic impacts.

Public outreach tasks, activities and deliverables for the public meeting includes:

- Developing a public meeting planning schedule
- Hosting and attending weekly planning meetings leading up to the event
- Establishing meeting date, time and location
- Designing and preparing bilingual mailers, notices and advertisements
- Designing and preparing newspaper advertisements. Advertisements should run twice and include both English and Spanish publications, if possible. The RTC is responsible for coordination with publications and payment of advertisements
- Coordinating with the RTC's Communications Team for drafting and distributing press releases and social media notices
- Preparing a welcome packet, sign-in sheet and comment form and documenting participation
- Documenting and responding to public comments
- Assisting in preparing PowerPoint presentations, displays, exhibits and graphics
- Preparing a brief meeting summary
- Providing meeting materials for publishing on website

If necessary, it is assumed the RTC will be responsible for securing a court reporter and Spanish interpreter for the public meeting.

- b. Provide documentation of all public outreach activities with weekly updates.
- c. Assist the RTC in responding to public inquiries, including but not limited to telephone and e-mail correspondences.
- d. Provide support for presentations to businesses, community groups, and neighborhood associations as directed by the RTC.
- e. Develop and distribute Project informational materials such as construction notices, detour maps, flyers and fact sheets through mailings, door hangers, business displays, neighborhood notices, etc. in accordance with RTC and/or Project style guidelines and provide ample time for review and editing. High resolution copies of all material will be provided to RTC for distribution on social media platforms and websites.
- f. Draft a weekly, or as needed, construction update to be distributed via email to Project stakeholders. CONSULTANT will be responsible for distributing the construction update through an email marketing platform once approved by the RTC. Deliver the final stakeholder email list to the RTC PIO upon project completion.
- g. Assist the RTC's PIO with media relations, including gathering or providing information needed for draft press releases, requests from the media, and newsletters.
- h. Add to existing Project stakeholder databases and maintain throughout construction.
- i. Capture construction progress through photos and videos.
- j. Meet with Project stakeholders as needed and as directed by the RTC.
- k. Address community or stakeholder issues that may arise during construction.
- l. Attend weekly construction activity/scheduling meetings to gather construction scheduling information to fulfill activities above.
- m. Provide timely content to RTC Communications team for weekly updates to the project website.

The CONSULTANT may attend periodic meetings as needed with the RTC PIO, Project Manager and other staff to inform and provide an update on construction operations, public outreach activities, and community concerns. CONSULTANT may also attend construction pre-activity meetings as needed to gather information necessary for notifying the public and stakeholders.

The CONSULTANT will assist the Contractor and the RTC in preparing and distributing notifications to the affected residents and businesses regarding traffic control changes, changes to access, lane closures, and other major work activities that disrupt business operations or property use/access. Prepare materials with ample time for review.

CONTINGENCY

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

CONTINGENCY - PROCORE

This is an optional item for a monthly subscription to the Procore Construction Software Program. Procore is a cloud-based software package customized for construction projects that creates greater streamlining and transparency of the submittal, RFI, and design revision workflows amongst the contractor, owner, designer, and other stakeholders as well as providing a cloud-drive for all documentation.

EXCLUSIONS

The following services are not part of the requested construction management (CM) services:

- a. Engineering Design: Engineering design related services during construction will be provided through a separate contract and are therefore not a part of the CM services to be provided.

Anticipated Schedule of Services

Executed Contract: January 22, 2026

Pre-Construction Services: January 27 – March 2, 2026

Construction Services: March 2, 2026 – November 30, 2026

Post Construction Services: November 30, 2026 – January 31, 2027

Warranty Period Availability: November 30, 2026 – November 30, 2027

Exhibit B

Compensation



**WASHOE COUNTY RTC
WEST 4TH STREET SAFETY PROJECT
259 CALENDAR DAYS / 37 WEEKS - 5 DAYS PER WEEK
CONSTRUCTION ADMINISTRATION, INSPECTION AND MATERIALS TESTING SERVICES**

1/5/2026

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
TASK 1 - PRECONSTRUCTION ADMINISTRATION					
RESIDENT ENGINEER REG.	10	8	\$ 230.00	\$ 18,400.00	2 WEEKS
LEAD INSPECTOR REG.	5	8	\$ 180.00	\$ 7,200.00	
DOCUMENT CONTROL	10	4	\$ 140.00	\$ 5,600.00	
VEHICLE		24	\$ 15.00	\$ 360.00	
SUBTOTAL				\$ 31,560.00	
TASK 2 - CONSTRUCTION ADMINISTRATION					
RESIDENT ENGINEER REG.	185	4	\$ 230.00	\$ 170,200.00	37 WEEKS
ASSISTANT RESIDENT ENGINEER REG.	185	4	\$ 210.00	\$ 155,400.00	37 WEEKS
DOCUMENT CONTROL	185	4	\$ 140.00	\$ 103,600.00	
VEHICLE		2220	\$ 15.00	\$ 33,300.00	
SUBTOTAL				\$ 462,500.00	
TASK 3 - CONSTRUCTION INSPECTION					
PROJECT MGMT - REVIEW / ISSUE RESOLUTION	37	4	\$ 225.00	\$ 33,300.00	37 WEEKS
LEAD INSPECTOR REG.	185	8	\$ 180.00	\$ 266,400.00	37 WEEKS / 5 DAYS PER WEEK
LEAD INSPECTOR O.T.	185	2	\$ 234.00	\$ 86,580.00	
LEAD INSPECTOR O.T. (SAT)			\$ 234.00	\$ -	SATURDAYS
LEAD INSPECTOR O.T.	8	12	\$ 234.00	\$ 22,464.00	4 MARATHON WEEKENDS 2 SHIFTS
INSPECTOR REG.	185	8	\$ 165.00	\$ 244,200.00	
INSPECTOR O.T.	185	2	\$ 215.00	\$ 79,550.00	
INSPECTOR O.T. (SAT)			\$ 215.00	\$ -	SATURDAYS
INSPECTOR O.T.	8	12	\$ 215.00	\$ 20,640.00	4 MARATHON WEEKENDS 2 SHIFTS
VEHICLE		4040	\$ 15.00	\$ 60,600.00	
INSPECTOR REG. (HMA PAVING)		8	\$ 165.00	\$ -	25360 TONS
INSPECTOR O.T. (HMA PAVING)		4	\$ 215.00	\$ -	
INSPECTOR O.T. (SAT) (HMA PAVING)		12	\$ 215.00	\$ -	SATURDAYS
INSPECTOR O.T. (HMA PAVING)			\$ 215.00	\$ -	
VEHICLE (HMA PAVING)		0	\$ 15.00	\$ -	
SUBTOTAL				\$ 813,734.00	
TASK 4 - MATERIAL TESTING					
FIELD MATERIALS TESTING					
PROJECT MGMT - REVIEW, MEETINGS & ONSITE	37	4	\$ 225.00	\$ 33,300.00	37 WEEKS
LEAD TECHNICIAN REG.	185	8	\$ 135.00	\$ 199,800.00	37 WEEKS / 5 DAYS PER WEEK
LEAD TECHNICIAN OT	185	2	\$ 176.00	\$ 65,120.00	37 WEEKS / 5 DAYS PER WEEK
LEAD TECHNICIAN OT (SAT)			\$ 176.00	\$ -	SATURDAYS
LEAD TECHNICIAN OT	8	12	\$ 176.00	\$ 16,896.00	4 MARATHON WEEKENDS 2 SHIFTS
TECHNICIAN REG.	185	8	\$ 135.00	\$ 199,800.00	37 WEEKS / 5 DAYS PER WEEK
TECHNICIAN OT	185	2	\$ 176.00	\$ 65,120.00	37 WEEKS / 5 DAYS PER WEEK
TECHNICIAN OT (SAT)		10	\$ 176.00	\$ -	SATURDAYS
TECHNICIAN OT	8	12	\$ 176.00	\$ 16,896.00	4 MARATHON WEEKENDS 2 SHIFTS
VEHICLE		4040	\$ 15.00	\$ 60,600.00	
NUCLEAR DENSOMETER		3892	N/C		
LABORATORY MATERIALS TESTING					
SUBGRADE CURVE, SA, PI	15		\$ 540.00	\$ 8,100.00	
AGGREGATE BASE CURVE, SA, PI	6		\$ 540.00	\$ 3,240.00	
HMA PLANT SA, LAR, PI, FRACTURED FACES	17		\$ 560.00	\$ 9,520.00	
HMA FULL SERIES	51		\$ 910.00	\$ 46,410.00	17 DAYS - 3 LOTS / DAY
ASPHALT CEMENT FULL SERIES	17			N/C	TESTED BY NDOT
JOINT STUDY CORES	9		\$ 90.00	\$ 810.00	9 SEGMENTS
SLURRY SEAL SAND, SA			\$ 600.00	\$ -	
CONCRETE CYLINDERS	135		\$ 240.00	\$ 32,400.00	SETS OF 6
SUB TOTAL				\$ 758,012.00	
TASK 5 - POST CONSTRUCTION ADMINISTRATION					
RESIDENT ENGINEER	20	8	\$ 230.00	\$ 36,800.00	4 WEEKS
LEAD INSPECTOR REG.	10	8	\$ 180.00	\$ 14,400.00	
DOCUMENT CONTROL	20	4	\$ 140.00	\$ 11,200.00	
VEHICLE		320	\$ 15.00	\$ 4,800.00	
SUBTOTAL				\$ 67,200.00	
ESTIMATED FEE (TASKS 1-5)				\$ 2,133,006.00	
TASK 6 - CONSTRUCTION STAKING	1		\$ 475,000.00	\$ 475,000.00	
TASK 7 - PIO	1		\$ 46,500.00	\$ 46,500.00	37 WEEKS
TASK 7 - PIO DIRECT EXPENSES	1		\$ 5,500.00	\$ 5,500.00	
TASK 7 - PIO CONTINGENCY	1		\$ 15,000.00	\$ 15,000.00	
TOTAL ESTIMATED FEE				\$ 2,669,506.00	
CONTINGENCY @ 5% (OPTIONAL)	1		\$ 133,475.30	\$ 133,475.30	
CONTINGENCY - PROCORE	9		\$ 1,500.00	\$ 13,500.00	9 MONTHS
TOTAL ESTIMATED FEE + CONTINGENCY				\$ 2,816,481.30	

Exhibit C

Indemnification and Insurance Requirements

ATTACHMENT C

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

2022-07-08 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 332-9511.

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC, City of Reno and Nevada Department of Transportation including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. CONSULTANT agrees that RTC shall have the right to review, with reasonable notice and subject to a nondisclosure agreement, the redacted Declarations Page of the insurance policies required herein and the endorsements or other sections of the policy document that affirm the coverages

requirements detailed above. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$50,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibits D, E and F

*****Federally Required Clauses*****

Exhibit D

Federally Required Clauses

1. PROMPT PAYMENT PROVISION

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC's prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC's project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

2. NONDISCRIMINATION

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

A. Compliance with Regulations. CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, including Procurement of Materials and Equipment. In all solicitations, whether by competitive proposing or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

D. Information and Reports. CONSULTANT must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

3. AFFIRMATIVE ACTION IN EMPLOYMENT

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

D. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. CONSULTANT shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

4. **INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

5. **INTEREST OF PUBLIC OFFICIALS**

No member, officer, or employee of any public body, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the benefits thereof.

6. **CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

A. **Nondiscrimination**. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

B. **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to the underlying contract:

- (1) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are

treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. CONSULTANT also agrees to include these requirements in each subcontract.

7. **INELIGIBLE CONSULTANTS**

In the event CONSULTANT is on the Comptroller General's List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

8. **NOTICE OF FEDERAL REQUIREMENTS**

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

9. **THIRD-PARTY RIGHTS**

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third-party beneficiary or otherwise.

10. **RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS**

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit

all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

A. RTC and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTC, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. REPORTING REQUIREMENTS

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant 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 RTC or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

Exhibit E

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.4.3

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

SUBJECT: West Fourth Street Safety Project PSA Amendment #1

RECOMMENDED ACTION

Approve Amendment #1 to the contract with Wood Rodgers, Inc., for construction support services by the design engineer for the West Fourth Street Safety Project, in the amount of \$193,665, for a new total not-to-exceed amount of \$1,251,495.

BACKGROUND AND DISCUSSION

The West 4th Street Safety Project ("Project") reconstructs West Fourth Street from West McCarran Boulevard to Vine Street and provides safety improvements identified in the Nevada Department of Transportation West Fourth Street Safety Management Plan. These improvements include roundabouts at Stoker and Summit Ridge, lane reduction, bike lanes, and a multi-use path. Much of the project will be paid for with federal safety funds administered through an NDOT Local Public Agency Agreement.

The RTC and Wood Rodgers, Inc. ("Wood Rodgers") entered into a Professional Services Agreement (PSA) dated February 24, 2023, to provide preliminary design, National Environmental Policy Act (NEPA) environmental processing, and final design.

This Amendment No. 1 extends the PSA timeline and provides additional funding to perform engineering support services during construction. These services are based on reasonable expectations of the issues to be addressed and associated effort required to address each issue. The issues addressed and associated level of effort could vary based on actual conditions encountered in the field, means and methods employed by the Contractor, and the level of support requested or required by the RTC and Construction Management team. Wood Rodgers will also produce as-built record drawings for the completed project.

Construction is anticipated to begin spring 2026.

FISCAL IMPACT

Fuel Tax appropriations for this item are included in the FY 2026 budget.

PREVIOUS BOARD ACTION

10/20/2023 - Approved a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the West Fourth Street Safety Improvements project.

2/24/2023 - Approved a contract with Wood Rodgers, Inc., for preliminary design, environmental analysis, and final design services for the West Fourth Street Safety Project from West McCarran Boulevard to Vine Street, in an amount not-to-exceed \$1,057,830.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Wood Rodgers, Inc. (“Consultant”) entered into an agreement dated March 3, 2023, (the “Agreement”). This Amendment No. 1 is dated and effective as of [_____].

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to provide Engineering During Construction services for the West fourth Street Safety project;

WHEREAS, Wood Rodgers provided complete design services and is the engineer of record for the project;

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. Article 3 shall be replaced in its entirety with the following:

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC’s Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC’s Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Services (Tasks 1 to 7)	\$1,131,495
Design Contingency	\$100,000
<u>EDC Contingency</u>	<u>\$20,000</u>
Total Not-to-Exceed Amount	\$1,251,495

Compensation. The RTC shall pay CONSULTANT for the work described in the Scope of Services as referenced above. The total amount paid under this Agreement shall not exceed \$193,665.00 for all professional services performed under this Agreement.

2. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A attached hereto.

3. Exhibit B – Cost of Services of the Agreement is replaced in its entirety with the version of Exhibit B (B1.1 and B1.2) attached hereto.
4. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this amendment.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

WOOD RODGERS, INC.

By: _____
Brian Martinezmoles, Principal Engineer

EXHIBIT A
SCOPE OF SERVICES
FOR THE
WEST FOURTH STREET SAFETY PROJECT
MCCARRAN BLVD TO KEYSTONE AVENUE PROJECT
RTC PROJECT NUMBER 0713001

SCOPE OF SERVICES AND PRELIMINARY SCHEDULE

This will generally consist of the following tasks:

Preliminary Design, National Environmental Policy Act (NEPA) Environmental Processing and Final Design of 4th Street from McCarran Boulevard to Keystone Avenue (Project). The preliminary design phase of the Project is anticipated to include preliminary design of approximately 2.1 miles of roadway, followed by an environmental analysis of the Project to fulfill the requirements of an FHWA/NDOT NEPA Categorical Exclusion (CE). Final design is planned to build upon the preliminary design which is anticipated to include lane reconfigurations, pavement section reconstruction, sidewalk, two separate roundabouts, curb and gutter reconstruction as necessary to accommodate improvements and other incidentals necessary for a complete design of the Project. Limited partial right-of-way acquisitions and/or easements are anticipated to accommodate the proposed roundabout and other improvements. Engineering during construction in support of the project including collaboration with RTC's CM consultant.

1. PUBLIC AND AGENCY INVOLVEMENT

1.1 Public Information Meetings

Public Information Meeting will be held once during preliminary design and once again before construction with the property owners adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. CONSULTANT will provide addressed post cards (anticipated to include properties within 500-feet of the project area) to RTC for mailing (RTC will pay postage separately). CONSULTANT will perform email of post card notifications as necessary. CONSULTANT will provide the RTC Project Manager with meeting materials for their use during Public Meetings. CONSULTANT will assist RTC in promoting public meetings on social media. CONSULTANT will provide up to two (2) staff members to attend up to two (2) public meetings.

Deliverables – Meeting materials, flyers, post cards and attendance at (2) meetings.

1.2 City of Reno Neighborhood Advisory Board (NAB) Meetings

The Project will be presented by the RTC Project Manager at City of Reno NAB meetings, once during preliminary design and once again before construction.

CONSULTANT will provide the RTC Project Manager with presentation materials for their use during City of Reno NAB meetings. CONSULTANT will provide up to two (2) staff members to attend up to two (2) NAB meetings to assist with responding to questions from attendees.

Deliverables – Meeting materials and attendance at (2) meetings.

1.3 City of Reno City Council Meetings

The Project will be presented by the RTC Project Manager at City of Reno City Council meetings, once during preliminary design and once again before construction.

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during City of Reno City Council meetings. CONSULTANT will provide up to two (2) staff members to attend up to two (2) City Council meetings to assist with responding to questions from the City Council.

Deliverables – Meeting materials and attendance at (2) meetings.

1.4 RTC Board Meetings

The Project will be presented by the RTC Project Manager at RTC Board meetings, once during preliminary design and once again before construction.

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during RTC Board meetings. CONSULTANT will provide up to two (2) staff members to attend up to two (2) Board meetings to assist with responding to questions from the Board members.

Deliverables – Meeting materials and attendance at (2) meetings.

1.5 Union Pacific Railroad Coordination

A portion of the project will be within the Union Pacific Railroad Right of Way. As such coordination with the Railroad is anticipated. Additionally, encroachment permit application both for the geotechnical investigation as well as construction is anticipated. CONSULTANT will prepare application for application and provide coordination with UPRR.

Deliverables – Meeting materials, coordination and up to two encroachment permit applications.

1.6 Project Management Team Meetings/Management

The project is anticipated to require ongoing Project Management Team (PMT) meetings with a variety of agency partners. PMT meetings will be held monthly with additional meetings as necessary through the design life of this project. This task also includes the various management and support required to maintain/schedule and prepare for these meetings.

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during meetings as necessary. CONSULTANT will provide necessary staff members to attend up to twenty (20) PMT meetings.

Deliverables – Meeting materials, flyers, post cards and attendance at (2) meetings.

2. INVESTIGATION OF EXISTING CONDITIONS

2.1 Condition Survey

CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling.

CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current PROWAG standards.

2.2 Traffic Data

Available traffic data is in need of an update for this section of roadway to estimate the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. CONSULTANT will provide 48-hour traffic counts to verify current ADT, truck/bus classifications and percentages and use future growth estimates for developing planned future traffic.

Deliverables – Existing Traffic Data, Traffic Growth rates and Proposed Traffic Data.

2.3 Topographic Survey

CONSULTANT will provide a topographic survey for the project site. An unmanned aerial system (UAS) will be utilized to collect aerial imagery. Ground control and photo identification points will be established and measured. One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data

provided by the City of Reno and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located and will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Invert elevations of pipes and manhole depths will be measured and displayed for sewer and storm drain structures.

CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, help to identify utility facilities and provide spot elevations on hardscape tie areas.

2.4 Geotechnical Investigation

CONSULTANT will prepare and submit a traffic control plan and encroachment permit application to the City of Reno and UPRR as necessary (see above). Traffic control will be provided during all phases of exploration performed within and adjacent to the active roadways.

Twenty (20) to twenty-four (24) auger borings will be advanced along 4th Street between McCarran Boulevard and Keystone Avenue (~500-to-600-foot centers). Borings will be advanced with a CME-55 conventional drill rig equipped with flight augers and will extend to 5 to 10 feet below the existing ground surface, or until refusal is encountered. Each boring will be logged by geotechnical personnel for soil characteristics (particle size, plasticity, texture, soil color, moisture, consistency, and stratigraphy). Samples of the subgrade soils will be obtained for laboratory testing of soil moisture (ASTM D2216), gradation (ASTM D6913), plasticity (ASTM D4318), moisture-density relationship (ASTM D1557), and R-Value (ASTM D2844). Corrosion testing will also be performed to assess the site soils' effect on concrete and steel elements. Explorations will be backfilled immediately after advance with the readily available site soils and/or pea gravel. Rapid set high strength grout will be used to backfill the pavement portion of the structural section. In addition to the borings, twenty (20) to twenty-four (24) asphalt concrete cores will be collected at the same stationing but opposite direction to better verify the asphalt concrete pavement thicknesses throughout the project area.

i) Laboratory

Laboratory tests will be performed on selected samples combined with adjacent samples as sample size and material type allow. We anticipate our laboratory testing for the base scope/ fee will approximately consist of tests for:

- Gradation (20-24)
- Moisture Content (20-24)
- Atterberg Limit (20-24)

- Moisture-Density Relationship (20-24)
- R-Value (20-24)
- Chemical testing will be performed on approximately two subgrade samples for pH, resistivity, redox potential, soluble sulfates, sulfides and chlorides.

ii) Geotechnical Engineering Analysis and Report

The results of our field exploration, laboratory tests, and engineering analysis will be summarized in a written report prepared under the supervision of a Registered Professional Engineer. Our final report will address the following items:

- Site plan showing approximate locations of our explorations.
- Logs of the exploratory borings.
- Summary of existing pavement sections exposed in the core holes.
- Results of laboratory tests.
- A discussion of subsurface conditions by location and project feature.
- Subgrade preparation and grading recommendations.
- Soil related design criteria for rigid and flexible pavements based on the October 2019 RTC design guide.

Deliverables – Geotechnical analyses and report

2.5 Utility Investigation/Depiction

- a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 4, Preliminary Design.
- b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.
- c. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT

will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utility with prior rights by facilitate meetings, review utility's design/cost for incorporation into a reimbursement agreement and/or incorporate the utility work into the RTC plans.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

2.6 Utility Potholing

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably affected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

2.7 Pavement Design

CONSULTANT will identify feasible pavement widening and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:

- Full-depth patching
- Mill and fill
- Roadbed modification
- AC paving
- PCC paving
- Overlay

CONSULTANT will prepare a separate pavement design utilizing the RTC's Structural Design Guide for Flexible Pavement (Nov. 2022).

Deliverables – Pavement Design.

2.8 Right of Way Mapping

CONSULTANT will obtain record Right-of-Way based upon Washoe County GIS information. The record Right-of-Way information will be shown on the project plans.

It is estimated approximately thirty (35) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 35 individual parcels. This will include property record research, obtaining title reports, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data and boundary resolution based upon field findings.

Deliverables – Approximate existing roadway Right of Way shown on Plans for entire project, Title Reports and resolved Property Boundary for approximately thirty-five (35) parcels.

2.9 Right of Way Engineering Services

CONSULTANT will determine easement and/or Right-of-Way acquisition boundaries and prepare legal descriptions and exhibit maps for the parcels discussed in Section 3.8 Right of Way Mapping. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

Right of Way Appraisal, Property Owner Negotiations, Escrow Coordination and Title Clearance is not included within this task.

Deliverables –Exhibit Maps and Legal Descriptions for easements/acquisitions on each parcel.

3. PRELIMINARY DESIGN

3.1 Preliminary Roadway Design (30% Design)

CONSULTANT will prepare and submit for review up to two (2) conceptual alternatives for the proposed roadway reconfiguration. Alternatives will layout proposed roadway reconfiguration including roundabouts and will take into consideration lane widths, curb & gutter alignment, sidewalks, driveways pedestrian ramps, utilities, bus and other large traffic turning movements, available Right-of-Way and physical constraints of the project area. Each alternate will be developed into a strip map type exhibit that will be provided to the RTC and City of Reno for review and comment. CONSULTANT will prepare for and attend two (2) in-person meetings with RTC, City of Reno and others as appropriate to discuss the design alternative layouts.

Upon determination of the RTC and City of Reno's preferred alternative, the CONSULTANT will prepare Preliminary Design Plans (30% Design) that will be suitable for RTC and City of Reno review and provide a basis of design sufficient for the NEPA environmental processing task. The Preliminary Plans will be on 22" x

34" size sheets and are anticipated to include the following sheets:

- Cover Sheet
- Preliminary Roadway Plan & Profiles
- Preliminary Striping Plans
- Preliminary Traffic Signal Modification Plans

Preliminary Roadway Plan & Profiles and Striping Plans: These Plans will include preliminary plan & profile layouts for curb and gutter, sidewalk, pedestrian ramps, median islands, utilities and striping plan layout for lane reconfigurations.

Preliminary Traffic Signal Modification Plans: These Plans will include preliminary design for traffic signal modifications at the McCarran Blvd and Keystone Avenue intersections including signal interconnect modifications.

CONSULTANT will prepare a preliminary construction cost estimate for the RTC's preferred alternative.

CONSULTANT will identify the Right-of-Way needs (if any) for the preferred alternative and prepare conceptual construction cost estimates for each alternative. Right-of-Way needs are anticipated to be a combination of partial property acquisitions, public utility easements, permanent easements and/or temporary construction easements. CONSULTANT will prepare an exhibit describing the preliminary Right-of-Way needs for the Project.

CONSULTANT will prepare a drainage analysis reviewing the existing drainage through the corridor and provide recommendations on any corrections needed within the project limits.

Deliverables – Two (2) Conceptual Alternatives Strip Maps, Preliminary Plans (30% Design), Preliminary Construction Cost Estimate, Preliminary Right-of-Way Exhibit, Drainage Report.

4. National Environmental Policy Act

4.1 Environmental Scoping with NDOT – CONSULTANT will coordinate with RTC to set up a kickoff meeting with NDOT to review proposed project improvements and gain consensus on environmental scope of work required to complete NEPA. This early coordination will identify specific environmental technical studies needed, confirm the level of NEPA document required and outline any federal permits or approvals needed by outside agencies prior to starting construction.

4.2 Cultural Resources – CONSULTANT will prepare documentation in accordance with Section 106 of the National Historic Preservation Act. This work shall include efforts to record archaeological and historical resources

identified within the study area. A Cultural Resources Report will be prepared to identify and evaluate each cultural resource in the project area and evaluate the potential for impacts this project could have on those resources.

All cultural resource efforts will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA). The Cultural Resources Report will include sections for the project description, area of potential effects, consultation and public participation, cultural resource identification efforts, properties identified, and finding for the undertaking. Early review of the project area identifies heavily disturbed existing development associated with 4th Street, the railroad, and adjacent commercial and industrial uses. As such, no field archaeological studies are anticipated and no subsurface archaeology is expected to be present. However, the project would change the setting of the built environment and could potentially impact adjacent built environment resources. A review of the project area identified numerous properties with structures older than 45 years that would need to be evaluated as part of this cultural resource identification effort.

An Area of Potential Effects (APE) exhibit and description will be prepared and coordination with NDOT and the State Historic Preservation Officer will be provided to ensure the direct and indirect APE limits fully evaluate potential impacts on cultural resources.

Field reconnaissance and documentation of historic architectural resources immediately adjacent to the proposed improvement will be performed by CONSULTANT. This effort assumes no more than 32 individual built environment resources will need to be evaluated for eligibility in the National Register of Historic Places. This includes the adjacent railroad, railroad auxiliary buildings, and other structures that are located along 4th Street. An architectural assessment will be included in the Cultural Resource Report detailing the results of the architectural reconnaissance survey. This evaluation will include appropriate historic context, individual National Register evaluations, and an assessment of the potential project effects to those resources.

4.3 Section 4(f) Evaluation – Should the Cultural Resources Report identify any historic resources that are determined eligible for the National Register of Historic Places, they will also be considered Section 4(f) resources and will be evaluated pursuant to FHWA requirements. The proposed project is not expected to result in any adverse effects to historic properties should they be determined present in or around the project area, so the Section 4(f) determination is expected to be “De Minimis” and can be completed with a memorandum outlining how the project is consistent with Section 4(f) requirements. Concurrence with this determination will be requested from the SHPO alongside the Section 106 coordination process.

4.4 Biological Resources Memorandum – CONSULTANT will prepare a Biological Resources Memorandum in accordance with NDOT guidelines that will consist

of a pre-survey investigation, general biological survey, and preparation of a memo report, as outlined below. The project area is heavily developed and does not contain any natural habitats, nor could the project result in direct impacts to any federally endangered/threatened species; however, there are still some measures the project should take during construction to minimize impacts to the natural environment. Those avoidance and minimization measures will be included in the Biological Resources Memorandum and will include avoidance of impacts to migratory nesting birds and consideration for the Oxbow Nature Study Area and the nearby habitat associated with the Truckee River.

4.5 Air Quality Assessment Memorandum – Washoe County is currently in attainment or maintenance for all NAAQS emissions, according to the USEPA. CONSULTANT will prepare a brief Air Quality Assessment Memorandum documenting how the project is exempt from regional or project level conformity. The memo will also address the potential for air quality emissions caused during construction and will include best management practices consistent with the Washoe County Air Quality Management Division requirements.

4.6 Hazardous Waste Initial Site Assessment (ISA) – CONSULTANT will prepare a hazardous waste initial site assessment to identify any potential hazards or hazardous waste within or nearby the project study area, as well as facilities located within the project study area that store, transfer, or utilize large quantities of hazardous materials. CONSULTANT will conduct an agency records search to identify all hazardous waste sites located within ¼ mile of the project study area and classified as a hazardous waste site under state law. CONSULTANT will conduct a visual survey of the project area via available public access to identify any obvious area of hazardous waste contamination. If hazardous waste or materials are identified within the project area, the ISA will identify subsequent procedures to determine the extent of contamination and remediation requirements.

4.7 Phase 2 Environmental Site Assessment – Given the presence of historic railroad usage along the 4th Street corridor as well as numerous potential underground storage tanks, additional Phase 2 soil testing may be necessary prior to the start of construction. This testing will identify any locations where soils are contaminated with hydrocarbons or heavy metals in concentrations that can be harmful to humans. Soil samples will be collected and tested in a laboratory and the results of the testing will be summarized in a Phase 2 Environmental Site Assessment Report. If contaminated soils are detected, the report will also provide recommendations for remediation that should occur prior to or during construction to maintain public health and safety of construction workers and local businesses and residents.

4.8 Categorical Exclusion (NEPA) - The proposed project appears to qualify for a NEPA Categorical Exclusion under CFR 771.117 (c)27 Highway Safety Improvement projects. CONSULTANT will prepare a NEPA Categorical

Exclusion document which provides a summary of all the analysis and recommendations in the environmental technical studies. An Environmental Commitments Record will also be prepared to consolidate all avoidance, minimization, and mitigation measures in order to ensure that environmental impacts caused by the project area are not substantial.

5. FINAL DESIGN

5.1 Prepare Final Plans and Specifications

Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate on disk in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, R/W lines, cross-sections and construction/slope limits. The final plan set is anticipated to include approximately the following sheets:

- Cover Sheet
- Notes, Legend and Abbreviations Sheet
- Horizontal Control
- Demolitions Plans (at 1"=20' scale)
- Plan/Profile Sheets (at 1"=20' scale)
- Grading/Drainage Plans
- Signing and Striping Plan Sheets (at 1"=20' scale)
- Traffic Signal Modification Sheets
- Detail Sheets (scales as noted)

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect conflict due to vertical clearances. All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following "Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level "C", unless otherwise noted."

- a. Traffic Signal Modification Design: The traffic signal modification design will build upon the preliminary traffic signal modifications design provided in Section 3.1, and will include detailed plans, specifications and estimates. Details will include, but are not limited to, signal pole design, pedestrian push buttons, locations with respect to proposed pedestrian ramps and coordination with

electrical design for power supply.

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer, Electrical Engineer, Structural Engineer and Architect in responsible charge of preparation of each section of the plans and specifications. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 60%, 90% and 100% stages of completion per the following:

- 60% & 90% Plans – One 11”x17” set to RTC, six 11”x17” sets to City of Reno, and one 11”x17” set each to utility agencies.
- 90% Specifications – One set each to RTC and City of Reno
- 100% Plans – One 11”x17” each to RTC and City of Reno
- 100% Specifications – One set each to RTC and City of Reno

An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

CONSULTANT will meet monthly with the RTC Project Manager throughout the duration of Final Design to discuss the progress of the Project. The CONSULTANT will prepare meeting agendas prior to each meeting and prepare meeting minutes following each meeting.

Deliverables – Final Plans and Specifications delivered to the RTC, City of Reno and Utilities, attendance at monthly meetings and preparation of meeting agendas and minutes.

5.2 Final Engineer’s Opinion of Probable Construction Costs and Time

Provide a final Engineer's opinion of probable construction costs for the Project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

Deliverables – Opinion of Probable cost and time of construction.

6. DESIGN CONTINGENCY (OPTIONAL)

This is a design contingency for miscellaneous increases within the scope of this

contract that cannot readily be quantified presently. CONSULTANT shall provide a letter detailing the need, scope, and not- to exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

7. ENGINEERING DURING CONSTRUCTION

The CONSULTANT, as the Design Engineer of Record, will provide engineering support services during the construction of the project anticipated to occur over a 260 Calendar Day period with procurement and closeout periods to occur outside this duration.

7.1 Project Management

CONSULTANT will attend the following meetings throughout the duration of the construction project anticipated to be facilitated by RTC's Construction Manager and attended by the Contractor.

- Public Outreach Meeting
- Preconstruction Conference
- Weekly construction meetings
- Pre-activity meeting(s) such as pre-paving meeting
- Punchlist field review

CONSULTANT will prepare monthly billing for invoicing purposes including progress reporting.

CONSULTANT will coordinate with the RTC Project Manager, RTC Construction Manager, and Contractor in support of the construction phase of the project.

7.2 Construction Administration

CONSULTANT will make site visits, at the request of the RTC's Construction Manager, to provide interpretation of plans and specifications.

CONSULTANT will review and respond to Contractor submitted Requests for Information (RFIs) which require interpretation beyond the authority of the Construction Manager or which may require plan revision or alteration.

CONSULTANT will make necessary plan and design changes in support of RFI response.

CONSULTANT will review and respond to material shop drawings / submittals which require interpretation or design approval beyond the authority of the Construction Manager.

CONSULTANT will assist the RTC Project Manager and RTC Construction Manager with review of Contractor's potential change orders.

7.3 Record Information

CONSULTANT will prepare as-built record drawings for the completed project based on redline as-built drawing maintained during construction by the Contractor and

Construction Manager. Final Record drawings will be provided in PDF format for distribution as part of the RTC’s Construction Manager final closeout documentation.

The Record Drawings will include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.

8. ENGINEERING DURING CONSTRUCTION CONTINGENCY (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this amendment to the contract in the performance of services under Task 7. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager’s prior written approval.

9. PRELIMINARY SCHEDULE

While the schedule may fluctuate based upon agency and other coordination, the targeted schedule for these services are as follows:

Notice to Proceed	February 21, 2023
Initial Preliminary Plans Submittal	July 2023
NEPA Document Submittal	August 2023
Initial Final Plans Submittal	May 2024
Final Design completion	December 2025
Bid	December 2025
Construction	March 2026 through December 2026

**West Fourth Street | McCarran Blvd to Keystone Ave.
Exhibit B1.1
Cost of Services**

Sub Task #	Sub Task	Item No.	Sub Task Description	Staff																			Totals						
				Principal Engineer II			Proj. Mgr./Senior Surveyor/Senior Geol.			Project Engineer/Engineer/Surveyor			Senior CAD Technician			Survey Crew			Technician/Geologist			Administrative Assistant			Other Direct	Subconsultant	# of Hours	Cost	
				Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Cost	Cost			
1	Public and Agency Involvement	1.1	Public Information Meetings	\$ 260.00	8	\$ 2,080.00	\$ 245.00	8	\$ 1,960.00	\$ 175.00		\$ -	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	\$ -	16	\$ 4,040.00	
		1.2	City of Reno NAB Meetings	\$ 260.00	8	\$ 2,080.00	\$ 245.00	8	\$ 1,960.00	\$ 175.00		\$ -	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	\$ -	16	\$ 4,040.00	
		1.3	City of Reno City Council Meetings	\$ 260.00	8	\$ 2,080.00	\$ 245.00	8	\$ 1,960.00	\$ 175.00		\$ -	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	\$ -	16	\$ 4,040.00	
		1.4	RTC Board Meetings	\$ 260.00	8	\$ 2,080.00	\$ 245.00	8	\$ 1,960.00	\$ 175.00		\$ -	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	\$ -	16	\$ 4,040.00	
		1.5	Union Pacific Railroad Coordination	\$ 260.00	72	\$ 18,720.00	\$ 245.00	96	\$ 23,520.00	\$ 175.00	96	\$ 16,800.00	\$ 165.00	72	\$ 11,880.00	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00	80	\$ 9,200.00	\$ -	\$ -	\$ -	416	\$ 80,120.00
		1.6	Project Management Team Meetings/Management	\$ 260.00	100	\$ 26,000.00	\$ 245.00	100	\$ 24,500.00	\$ 175.00	20	\$ 3,500.00	\$ 165.00	50	\$ 8,250.00	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00	40	\$ 4,600.00	\$ -	\$ -	\$ -	310	\$ 66,850.00
			Sub-Totals		204	\$ 53,040.00		228	\$ 55,860.00		116	\$ 20,300.00		122	\$ 20,130.00		0	\$ -		0	\$ -		120	\$ 13,800.00		\$ -	\$ -	790	\$ 163,130.00
2	Investigation of Existing Conditions	2.1	Condition Survey	\$ 260.00	2	\$ 520.00	\$ 245.00	12	\$ 2,940.00	\$ 175.00	48	\$ 8,400.00	\$ 165.00	12	\$ 1,980.00	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	74	\$ 13,840.00		
		2.2	Traffic Data	\$ 260.00		\$ -	\$ 245.00	8	\$ 1,960.00	\$ 175.00	8	\$ 1,400.00	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	16	\$ 4,860.00		
		2.3	Topographic Survey	\$ 260.00		\$ -	\$ 245.00	8	\$ 1,960.00	\$ 175.00	175	\$ 30,625.00	\$ 165.00		\$ -	\$ 230.00	88	\$ 20,240.00	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ 3,000.00	271	\$ 55,825.00		
		2.4	Geotechnical Investigation	\$ 260.00		\$ -	\$ 245.00	20	\$ 4,900.00	\$ 175.00		\$ -	\$ 165.00	20	\$ 3,300.00	\$ 230.00		\$ -	\$ 145.00	190	\$ 27,550.00	\$ 115.00	3	\$ 345.00	\$ 16,500.00	\$ 52,000.00	233	\$ 104,595.00	
		2.5	Utility Investigation/Depiction	\$ 260.00	1	\$ 260.00	\$ 245.00	16	\$ 3,920.00	\$ 175.00	60	\$ 10,500.00	\$ 165.00	40	\$ 6,600.00	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00	4	\$ 460.00	\$ -	\$ -	121	\$ 21,740.00	
		2.6	Utility Potholing	\$ 260.00		\$ -	\$ 245.00	20	\$ 4,900.00	\$ 175.00	12	\$ 2,100.00	\$ 165.00	8	\$ 1,320.00	\$ 230.00	10	\$ 2,300.00	\$ 130.00		\$ -	\$ 115.00	2	\$ 230.00	\$ -	\$ -	52	\$ 55,850.00	
		2.7	Pavement Design	\$ 260.00	4	\$ 1,040.00	\$ 245.00	24	\$ 5,880.00	\$ 175.00	24	\$ 4,200.00	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00	2	\$ 230.00	\$ -	\$ -	54	\$ 11,350.00	
		2.8	Right of Way Mapping	\$ 260.00	12	\$ 3,120.00	\$ 215.00	16	\$ 3,440.00	\$ 175.00	60	\$ 10,500.00	\$ 165.00		\$ -	\$ 230.00	60	\$ 13,800.00	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	148	\$ 30,860.00		
		2.9	Right of Way Engineering Services	\$ 260.00	12	\$ 3,120.00	\$ 215.00	34	\$ 7,310.00	\$ 175.00	195	\$ 34,125.00	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00	20	\$ 2,300.00	\$ -	\$ -	261	\$ 46,855.00	
			Sub-Totals		31	\$ 8,060.00		158	\$ 37,210.00		582	\$ 101,850.00		80	\$ 13,200.00		158	\$ 36,340.00		190	\$ 27,550.00		31	\$ 3,565.00	\$ 19,500.00	\$ 98,500.00	1230	\$ 345,775.00	
3	Preliminary Design	3.1	Preliminary Roadway Design	\$ 260.00	20	\$ 5,200.00	\$ 245.00	120	\$ 29,400.00	\$ 175.00	220	\$ 38,500.00	\$ 165.00	270	\$ 44,550.00	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00	80	\$ 9,200.00	\$ -	\$ 20,000.00	710	\$ 146,850.00	
			Sub-Totals		20	\$ 5,200.00		120	\$ 29,400.00		220	\$ 38,500.00		270	\$ 44,550.00		0	\$ -		0	\$ -		80	\$ 9,200.00	\$ -	\$ 20,000.00	710	\$ 146,850.00	
4	NEPA Environmental Processing	4.1	Environmental Scoping w/ NDOT	\$ 260.00		\$ -	\$ 230.00	8	\$ 1,840.00	\$ 200.00	16	\$ 3,200.00	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	24	\$ 5,040.00		
		4.2	Cultural Resources	\$ 260.00		\$ -	\$ 245.00	16	\$ 3,920.00	\$ 175.00		\$ -	\$ 165.00	8	\$ 1,320.00	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	30,000.00	24	\$ 35,240.00	
		4.3	Section 4(f) Evaluation	\$ 260.00		\$ -	\$ 245.00	24	\$ 5,880.00	\$ 175.00		\$ -	\$ 165.00	4	\$ 660.00	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	28	\$ 6,540.00		
		4.4	Biological Resources	\$ 260.00		\$ -	\$ 245.00	4	\$ 980.00	\$ 175.00	32	\$ 5,600.00	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	36	\$ 6,580.00		
		4.5	Air Quality Assessment	\$ 260.00		\$ -	\$ 245.00	8	\$ 1,960.00	\$ 175.00	12	\$ 2,100.00	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	20	\$ 4,060.00		
		4.6	Hazardous Waste ISA	\$ 260.00		\$ -	\$ 245.00	8	\$ 1,960.00	\$ 175.00	32	\$ 5,600.00	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	40	\$ 7,560.00		
		4.7	Phase 2 ESA	\$ 260.00		\$ -	\$ 245.00	12	\$ 2,940.00	\$ 175.00		\$ -	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	18,000.00	12	\$ 20,940.00	
		4.8	Categorical Exclusion	\$ 260.00		\$ -	\$ 245.00	16	\$ 3,920.00	\$ 175.00	32	\$ 5,600.00	\$ 165.00	10	\$ 1,650.00	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	58	\$ 11,170.00		
	Sub-Totals		0	\$ -		96	\$ 23,400.00		124	\$ 22,100.00		22	\$ 3,630.00		0	\$ -		0	\$ -		0	\$ -	\$ -	\$ 48,000.00	242	\$ 97,130.00			
5	Final Design	5.1	Prepare Final Plans and Specifications	\$ 260.00	20	\$ 5,200.00	\$ 245.00	175	\$ 42,875.00	\$ 175.00	220	\$ 38,500.00	\$ 165.00	300	\$ 49,500.00	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00	60	\$ 6,900.00	\$ -	\$ -	775	\$ 142,975.00	
		5.1a	Traffic Signal Modification Design	\$ 260.00	2	\$ 520.00	\$ 245.00	10	\$ 2,450.00	\$ 175.00		\$ -	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	50,500.00	12	\$ 53,470.00	
		5.2	Final Engineer's Opinion of Probable Costs	\$ 260.00	2	\$ 520.00	\$ 245.00	4	\$ 980.00	\$ 175.00	40	\$ 7,000.00	\$ 165.00		\$ -	\$ 230.00		\$ -	\$ 130.00		\$ -	\$ 115.00		\$ -	\$ -	46	\$ 8,500.00		
			Sub-Totals		24	\$ 6,240.00		189	\$ 46,305.00		260	\$ 45,500.00		300	\$ 49,500.00		0	\$ -		0	\$ -		60	\$ 6,900.00	0	\$ 50,500.00	833	\$ 204,945.00	
6	Design Contingency (Optional)	6	Design Contingency																				\$ 100,000.00	\$ -	\$ -	0	\$ 100,000.00		
			Sub-Totals		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -	\$ 100,000.00	\$ -	\$ -	0	\$ 100,000.00
GRAND TOTALS					279	\$ 72,540.00		791	\$ 192,175.00		1302	\$ 228,250.00		794	\$ 131,010.00		158	\$ 36,340.00		190	\$ 27,550.00		291	\$ 33,465.00	\$ 119,500.00	\$ 217,000.00	3805	\$ 957,830.00	
																								Design Services Total		\$ 957,830.00			
																								Design Contingency (Optional)		\$ 100,000.00			
																								Total Contract		\$ 1,057,830.00			

West Fourth Street Safety Project | McCarran Blvd to Keystone Ave.
Exhibit B1.2
Cost of Services

Sub Task #	Sub Task	Item No.	Sub Task Description	Staff															Totals			
				Principal Engineer II			Senior Engineer II			Project Engineer I			Senior CAD Technician			Administrative Assistant			Other Direct	Subconsultant	# of Hours	Cost
				Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Cost	Cost		
7	Engineering During Construction	7.1	Project Management	\$ 310.00	40	\$ 12,400.00	\$ 275.00	20	\$ 5,500.00	\$ 225.00	60	\$ 13,500.00	\$ 195.00		\$ -	\$ 115.00	10	\$ 1,150.00	\$ -	\$ -	130	\$ 32,550.00
		7.2	Construction Administration	\$ 310.00	80	\$ 24,800.00	\$ 275.00	140	\$ 38,500.00	\$ 225.00	275	\$ 61,875.00	\$ 195.00	40	\$ 7,800.00	\$ 115.00	8	\$ 920.00	\$ -	\$ -	543	\$ 133,895.00
		7.3	Record Information	\$ 310.00	2	\$ 620.00	\$ 275.00		\$ -	\$ 225.00	12	\$ 2,700.00	\$ 195.00	20	\$ 3,900.00	\$ 115.00		\$ -	\$ -	\$ -	34	\$ 7,220.00
		Sub-Totals			122	\$ 37,820.00		160	\$ 44,000.00		347	\$ 78,075.00		60	\$ 11,700.00		18	\$ 2,070.00	\$ -	\$ -	707	\$ 173,665.00
8	Construction Contingency	8.1	Construction Contingency														\$ 20,000.00	\$ -	\$ -	0	\$ 20,000.00	
		Sub-Totals			0	\$ -		0	\$ -		0	\$ -		0	\$ -		0	\$ -	\$ 20,000.00	\$ -	0	\$ 20,000.00
																				Engineering During Construction Services Total		\$ 173,665.00
																				Design Contingency (Optional)		\$ 20,000.00
																				Total Contract		\$ 193,665.00



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.4.4

To: Regional Transportation Commission

From: Jeff Wilbrecht, Engineering Manager

SUBJECT: Regional Road Impact Fees - Annual Indexing

RECOMMENDED ACTION

Acknowledge receipt of information regarding an automatic annual increase of 4.5% to the Regional Road Impact Fees as allowed by NRS 278B.225 and required by ordinances adopted by Washoe County, the City of Reno, and the City of Sparks.

BACKGROUND AND DISCUSSION

NRS 278B.225 authorizes the governing body of a local government which imposes an impact fee to adopt an ordinance to automatically increase the impact fees annually to account for inflation. The City of Reno, the City of Sparks, and Washoe County have each adopted ordinances to automatically increase the impact fees annually (the “Ordinances”):

- Washoe County – Ordinance No. 1307 (2006) (amending Chapter 110, Article 706, Impact Fees)
- City of Reno – Ordinance No. 5843 (2006) (adding Chapter 18.14.505)
- City of Sparks – Ordinance No. 2329 (2006)

Pursuant to NRS 278B.255 and the Ordinances, the impact fees are to be increased automatically every twelve months by the RTC RRIF Administrator, provided that no increase shall occur within a 12-month period following action by the local government to (i) adopt any revisions to the land use assumptions regarding the impact fees; (ii) adopt any revisions to the RRIF capital improvement plan; or (iii) otherwise increase the impact fees. The current impact fees were established by adoption of the 7th Editions of the General Administrative Manual and the Capital Improvements Plan - Year 3 Indexing dated January 31, 2025. There has been no action by the local agencies to increase the impact fees since then. Therefore, this automatic annual increase can and will occur and become effective on January 31, 2026.

Pursuant to NRS 278B.255 and the Ordinances, the amount of the increase is equal to the lesser of:

- (1) 4.5%, or
- (2) the rolling five-year average of the percent increase of the Consumer Price Index (CPI) for West Urban Consumers data from the U.S. Bureau of Labor Statistics.

Based on the rolling five-year average of the index from 2021 through 2025, the impact fees will be increased by 4.5%. The calculations and the new fee schedule are reflected in the attachment. The RTC RRIF Administrator will make administrative revisions to the 7th Editions of the General Administrative Manual and the Capital Improvements Plan to reflect the new fee schedule effective January 31, 2026.

FISCAL IMPACT

The rate of the impact fees will increase. That may or may not result in increased impact fee revenues.

PREVIOUS BOARD ACTION

1/17/2025 - Acknowledged receipt of information regarding an automatic annual increase of 4.3% to the Regional Road Impact Fees as allowed by NRS 278B.225 and required by ordinances adopted by Washoe County, the City of Reno, and the City of Sparks.

ATTACHMENT

7th Edition Regional Road Impact Fee - Consumer Price Index Automatic Adjustment - Year 4

		7th Edition Year 3 Indexing				7th Edition Year 4 Indexing (Projected 4.5% Increase)			
		Current Fee Schedule				Proposed Fee Schedule			
		North Service Area		South Service Area		North Service Area		South Service Area	
		\$291.21 per VMT		\$284.04 per VMT		\$304.31 per VMT		\$296.82 per VMT	
Land Use	Unit	VMT/Unit	Cost Per Unit	VMT/Unit	Cost Per Unit	VMT/Unit	Cost Per Unit	VMT/Unit	Cost Per Unit
Residential									
Single-Family	Dwelling	20.36	\$5,929.04	19.11	\$5,428.00	20.36	\$6,195.75	19.11	\$5,672.23
Multi-Family	Dwelling	12.97	\$3,776.99	12.18	\$3,459.61	12.97	\$3,946.90	12.18	\$3,615.27
Industrial									
General Light Industrial	1,000 GFA	6.48	\$1,887.04	6.08	\$1,726.96	6.48	\$1,971.93	6.08	\$1,804.67
Manufacturing	1,000 GFA	5.14	\$1,496.82	4.82	\$1,369.07	5.14	\$1,564.15	4.82	\$1,430.67
Warehouse	1,000 GFA	2.27	\$661.05	2.13	\$605.01	2.27	\$690.78	2.13	\$632.23
Min-Warehouse	1,000 GFA	1.97	\$573.68	1.85	\$525.47	1.97	\$599.49	1.85	\$549.12
Commercial/Retail									
Commercial/Retail	1,000 GFA	29.43	\$8,570.31	27.63	\$7,848.03	29.43	\$8,955.84	27.63	\$8,201.14
Eating/Drinking Places	1,000 GFA	29.43	\$8,570.31	27.63	\$7,848.03	29.43	\$8,955.84	27.63	\$8,201.14
Casino/Gaming	1,000 GFA	60.17	\$17,522.11	56.48	\$16,042.58	60.17	\$18,310.33	56.48	\$16,764.39
Office and Other Services									
Schools	1,000 GFA	16.83	\$4,901.06	15.80	\$4,487.83	16.83	\$5,121.54	15.80	\$4,689.76
Day Care	1,000 GFA	16.83	\$4,901.06	15.80	\$4,487.83	16.83	\$5,121.54	15.80	\$4,689.76
Lodging	Room	4.38	\$1,275.50	4.11	\$1,167.40	4.38	\$1,332.88	4.11	\$1,219.93
Hospital	1,000 GFA	14.01	\$4,079.85	13.15	\$3,735.13	14.01	\$4,263.38	13.15	\$3,903.18
Nursing Home	1,000 GFA	8.68	\$2,527.70	8.14	\$2,312.09	8.68	\$2,641.41	8.14	\$2,416.11
Medical Office	1,000 GFA	45.47	\$13,241.32	42.68	\$12,122.83	45.47	\$13,836.98	42.68	\$12,668.28
Office and Other Services	1,000 GFA	12.73	\$3,707.10	11.95	\$3,394.28	12.73	\$3,873.87	11.95	\$3,547.00
Regional Recreational Facility	Acre	1.02	\$297.03	0.96	\$272.68	1.02	\$310.40	0.96	\$284.95

**Consumer Price Index for All Urban Consumers (CPI-U)
12-Month Percent Change**

Series Id: CUUR0400SA0
Not Seasonally Adjusted
Series Title: All items in West urban, all urban consumers, not
Area: West
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015	0.7	0.9	1.1	1.0	1.2	1.1	1.3	1.3	1.0	1.1	1.5	1.8	1.2	1.0	1.3
2016	2.6	2.1	1.5	1.8	1.5	1.6	1.4	1.5	2.0	2.3	2.3	2.5	1.9	1.9	2.0
2017	2.5	3.0	3.1	2.9	2.6	2.5	2.5	2.7	2.9	2.9	3.1	3.1	2.8	2.8	2.9
2018	3.1	3.1	3.2	3.2	3.5	3.6	3.6	3.6	3.4	3.5	3.3	3.1	3.3	3.3	3.4
2019	2.7	2.4	2.4	2.9	2.9	2.7	2.7	2.6	2.6	2.8	2.8	2.8	2.7	2.7	2.7
2020	2.9	3.1	2.5	1.3	0.8	1.2	1.7	1.9	1.6	1.2	1.4	1.5	1.7	1.9	1.5
2021	1.4	1.6	2.4	3.9	4.7	5.1	5.2	5.0	5.3	6.0	6.5	7.1	4.5	3.2	5.8
2022	7.7	8.1	8.7	8.3	8.3	8.8	8.3	8.1	8.3	8.1	7.1	6.2	8.0	8.3	7.7
2023	6.3	6.0	5.1	4.9	4.5	3.5	3.5	3.9	3.9	3.3	3.3	3.6	4.3	5.0	3.6
2024	3.3	3.2	3.6	3.7	3.3	2.8	2.6	2.2	2.1	2.1	2.4	2.5	2.8	3.3	2.3
2025	2.4	2.6	2.2	2.1	2.4	2.7	3.0	3.2	3.3	(x)	3.0		2.7	2.4	
													4.5		



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.4.5

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Resolution of Condemnation - Arroyo Homeowners Association

RECOMMENDED ACTION

Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, a permanent easement on, and a temporary construction easement on, portions of APN 550-650-01 from Arroyo Homeowners Association, which are needed to construct the Military Road Capacity & Safety Project.

BACKGROUND AND DISCUSSION

The purpose of the project is to construct capacity roadways, multi-use path, drainage improvements and safety improvements along Military Road between Lemmon Drive and Lear Blvd. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in Spring 2026.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated May 24, 2023, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire these specific property interests from Arroyo Homeowners Association in order to construct the project.

Arroyo Homeowners Association is the owner of record. RTC has been working with the property owner to purchase the property interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to authorize RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to continue efforts to reach a mutually acceptable agreement. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

FISCAL IMPACT

The costs to acquire property rights has been budgeted; however, the actual fiscal impact cannot be determined at this time.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

RESOLUTION OF CONDEMNATION 26-01

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated May 24, 2023, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Military Road Capacity & Safety Project (the “Project”); and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is Arroyo Homeowners Association.

NOW, THEREFORE, BE IT RESOLVED, that RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: (1) a fee simple interest in a portion of APN 550-650-01; (2) a permanent easement on a portion of APN 550-650-01; and (3) a temporary construction easement on a portion of APN 550-650-01 (collectively, the “Property Rights”). The Property Rights are depicted in the metes and bounds descriptions and design drawings attached hereto.

2. That RTC staff has previously contacted the owner(s) about the Property Rights. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Rights through purchase have been unsuccessful to date.

3. That the Property Rights to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.

4. That the Property Rights described herein are necessary for such public use.

5. By certified mail sent on January 2, 2026, proper notice of the RTC's intent to consider eminent domain action to acquire the Property Rights of the above referenced owner(s) has been given as required by NRS 241.034.

NOW, THEREFORE, BE IT FURTHER RESOLVED, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Rights.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Rights.

3. That RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Rights for the construction of the Project, upon complying with conditions imposed by law.

PASSED, ADOPTED AND APPROVED on January 16, 2026.

Alexis Hill, Chair
Regional Transportation Commission of Washoe County

Attachments

1. Exhibit "A" and "B" for Ptn. of APN 550-650-01 – Fee Simple Interest
2. Form easement document and Exhibit "A" and "B" for Ptn. of APN 550-650-01 – Permanent Easement
3. Exhibit "A" and "B" for Ptn. of APN 550-650-01 – Temporary Construction Easement

A portion of APN 550-650-01
FEE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the Northwest 1/4 of Section 4, Township 20 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area 1 as shown and delineated on that certain map entitled MERGER AND RESUBDIVISION FINAL MAP FOR ARROYO CROSSING PHASE 1, Subdivision Tract Map No. 5513, recorded on October 26, 2022, as File No. 5341608, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the northwesterly corner of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE South 67°34'30" East, 2681.16 feet to a point on the easterly line of said Common Area 1, said point also being on the southwesterly right-of-way of Military Road, said point being the beginning of a non-tangent curve, concave southwesterly, having a radius of 8470.00 feet, the radius point of said curve bears South 57°58'55" West, said point also being the **POINT OF BEGINNING**;

THENCE southeasterly along said southwesterly right-of-way of Military Road and curve, a distance of 107.22 feet, through a central angle of 00°43'31" to the beginning of a non-tangent curve, concave southerly, having a radius of 20.00 feet, the radius point of said curve bears South 58°30'00" West;

THENCE westerly along said curve and leaving said right-of-way of Military Road a distance of 20.13 feet, through a central angle of 57°39'16";

THENCE North 88°56'49" West, 5.29 feet;

THENCE North 26°59'22" West, 71.66 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 20.00 feet, the radius point of said curve bears North 69°11'34" West;

THENCE northerly along said curve a distance of 18.44 feet, through a central angle of 52°49'30" to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 894 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

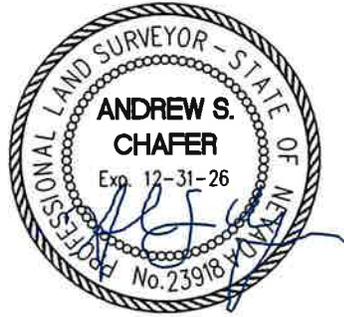
Refer to Exhibit "B" attached hereto and by this reference made a part of.

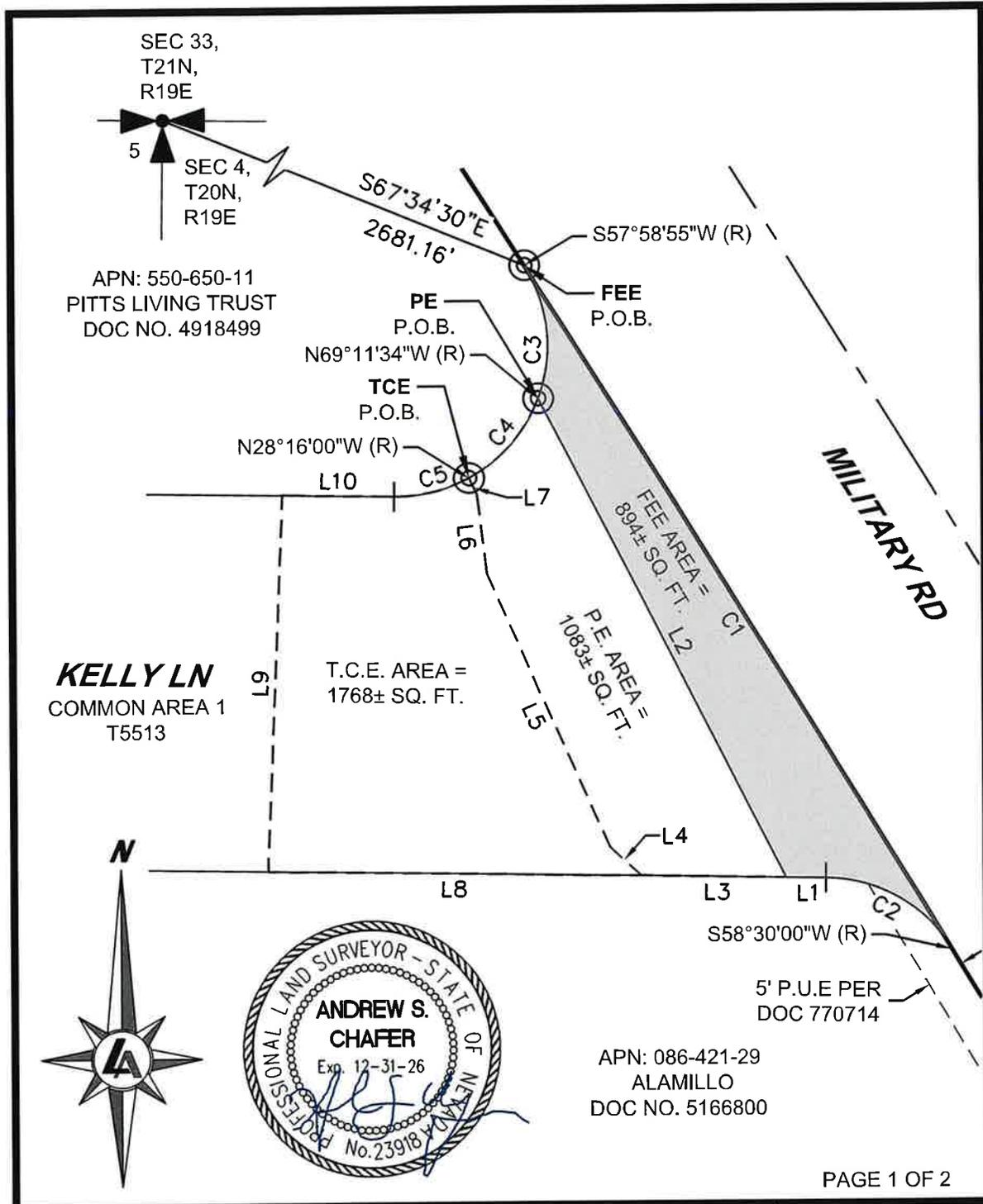
Prepared by:

Andrew Chafer

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O=Lumos & Associates, CN=Andrew
Chafer
Reason: I am the author of this
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Date: 2025.02.03 14:15:27-08'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





LUMOS
& ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA 1, T5513
APN: 550-650-01
PORTION OF SEC. 4, T20N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 1/30/2025
SCALE: 1" = 20'
JOB NO: 11026.000

LINE TABLE

LINE	BEARING	LENGTH
L1	N88°56'49"W	5.29'
L2	N26°59'22"W	71.66'
L3	N88°56'49"W	19.29'
L4	N47°03'45"W	5.61'
L5	N23°48'13"W	39.79'
L6	N6°48'35"W	10.66'
L7	N25°20'04"W	2.41'
L8	N88°56'49"W	49.37'
L9	N2°28'02"E	50.03'
L10	S88°53'59"E	14.91'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	0°43'31"	8470.00'	107.22'
C2	57°39'16"	20.00'	20.13'
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C5	29°03'56"	20.17'	10.23'

PAGE 2 OF 2



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL.: 916.980.8228

EXHIBIT "B"
COMMON AREA 1, T5513
APN: 550-650-01
PORTION OF SEC. 4, T20N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025
SCALE: N/A
JOB NO: 11026.000

Ptn. of APN: 550-650-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 550-650-01

PERMANENT EASEMENT

This PERMANENT EASEMENT is made this _____ day of _____, 2025, by ARROYO CROSSING HOMEOWNERS ASSOCIATION, a Nevada nonprofit corporation ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY and the CITY OF RENO (collectively, "GRANTEES").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEEES and their assigns forever a permanent easement for the location, construction, and maintenance of Pedestrian Ramps and Public Crosswalk, and all related purposes and appurtenances, for public use and right-of-way upon, over and across certain real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

GRANTOR hereby waives, with full knowledge that Pedestrian Ramps and Public Crosswalk and the necessary appurtenances thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and

A portion of APN 550-650-01
PE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the Northwest 1/4 of Section 4, Township 20 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area 1 as shown and delineated on that certain map entitled MERGER AND RESUBDIVISION FINAL MAP FOR ARROYO CROSSING PHASE 1, Subdivision Tract Map No. 5513, recorded on October 26, 2022, as File No. 5341608, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the northwesterly corner of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE South 67°34'30" East, 2681.16 feet to a point on the easterly line of said Common Area 1, said point also being on the southwesterly right-of-way of Military Road, said point being the beginning of a non-tangent curve, concave northwesterly, having a radius of 20.00 feet, the radius point of said curve bears South 57°58'55" West;

THENCE southwesterly along said curve, a distance of 18.44 feet, through a central angle of 52°49'30" to the **POINT OF BEGINNING**;

THENCE South 26°59'22" East, 71.66 feet;

THENCE North 88°56'49" West, 19.29 feet;

THENCE North 47°03'45" West, 5.61 feet;

THENCE North 23°48'13" West, 39.79 feet;

THENCE North 6°48'35" West, 10.66 feet;

THENCE North 25°20'04" West, 2.41 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 20.00 feet, the radius point of said curve bears North 28°16'00" West;

THENCE northerly along said curve a distance of 14.29 feet, through a central angle of 40°55'09" to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 1083 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

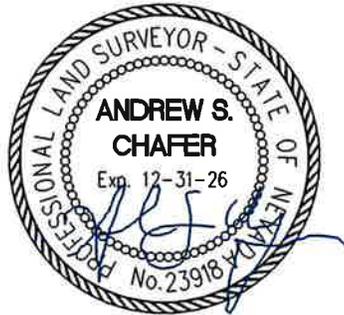
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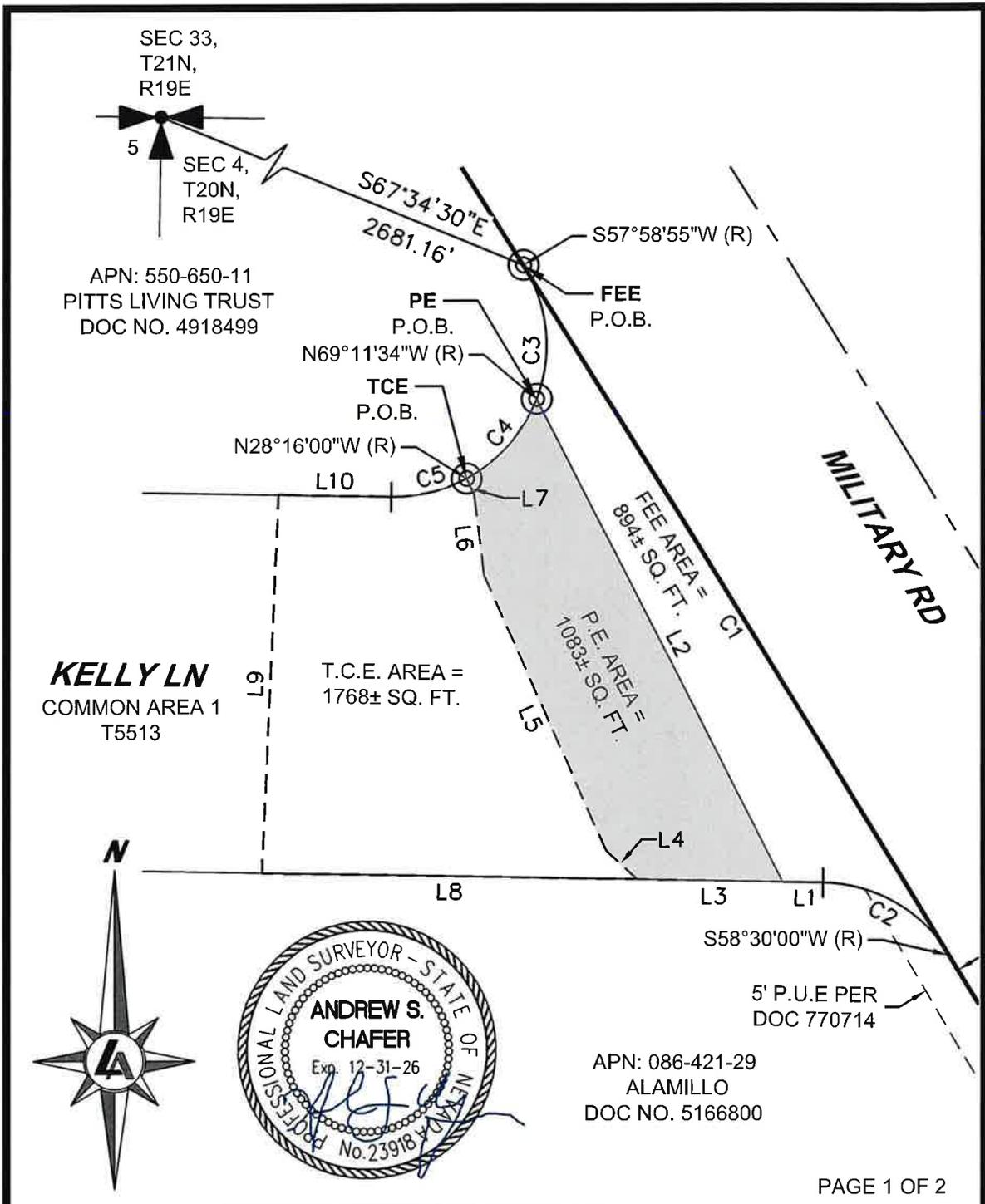
Prepared by:

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O=Lumos & Associates,
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Reason: I am the author of this
document
Date: 2025.02.03 14:22:31-08'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





 <p>LUMOS & ASSOCIATES 3840 EL DORADO HILLS BLVD., STE. 301 EL DORADO HILLS, CA 95762 TEL: 916.980.8228</p>	<p align="center">EXHIBIT "B" COMMON AREA 1, T5513 APN: 550-650-01 PORTION OF SEC. 4, T20N, R19E, MDM</p> <hr/> <p>WASHOE COUNTY NEVADA</p>	<p>DATE: 1/30/2025 SCALE: 1" = 20' JOB NO: 11026.000</p>
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LINE TABLE

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L7	N25°20'04"W	2.41'
L8	N88°56'49"W	49.37'
L9	N2°28'02"E	50.03'
L10	S88°53'59"E	14.91'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	0°43'31"	8470.00'	107.22'
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PAGE 2 OF 2



3840 EL DORADO HILLS BLVD., STE. 301
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TEL: 916.960.8228

EXHIBIT "B"
COMMON AREA 1, T5513
APN: 550-650-01
PORTION OF SEC. 4, T20N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025
SCALE: N/A
JOB NO: 11026.000

A portion of APN 550-650-01
TCE

EXHIBIT "A"

JN 11026.000

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THENCE South 67°34'30" East, 2681.16 feet to a point on the easterly line of said Common Area 1, said point also being on the southwesterly right-of-way of Military Road, said point being the beginning of a non-tangent curve, concave northwesterly, having a radius of 20.00 feet, the radius point of said curve bears South 57°58'55" West;

THENCE southwesterly along said curve, a distance of 18.44 feet, through a central angle of 52°49'30";

THENCE continuing along said curve a distance of 14.29 feet, through a central angle of 40°55'09" to the **POINT OF BEGINNING**;

THENCE South 25°20'04" East, 2.41 feet;

THENCE South 6°48'35" East, 10.66 feet;

THENCE South 23°48'13" East, 39.79 feet;

THENCE South 47°03'45" East, 5.61 feet;

THENCE North 88°56'49" West, 49.37 feet;

THENCE North 2°28'02" East, 50.03 feet;

THENCE South 88°53'59" East, 14.91 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 20.00 feet;

THENCE westerly along said curve a distance of 10.23 feet, through a central angle of 29°19'10" to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 1768 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

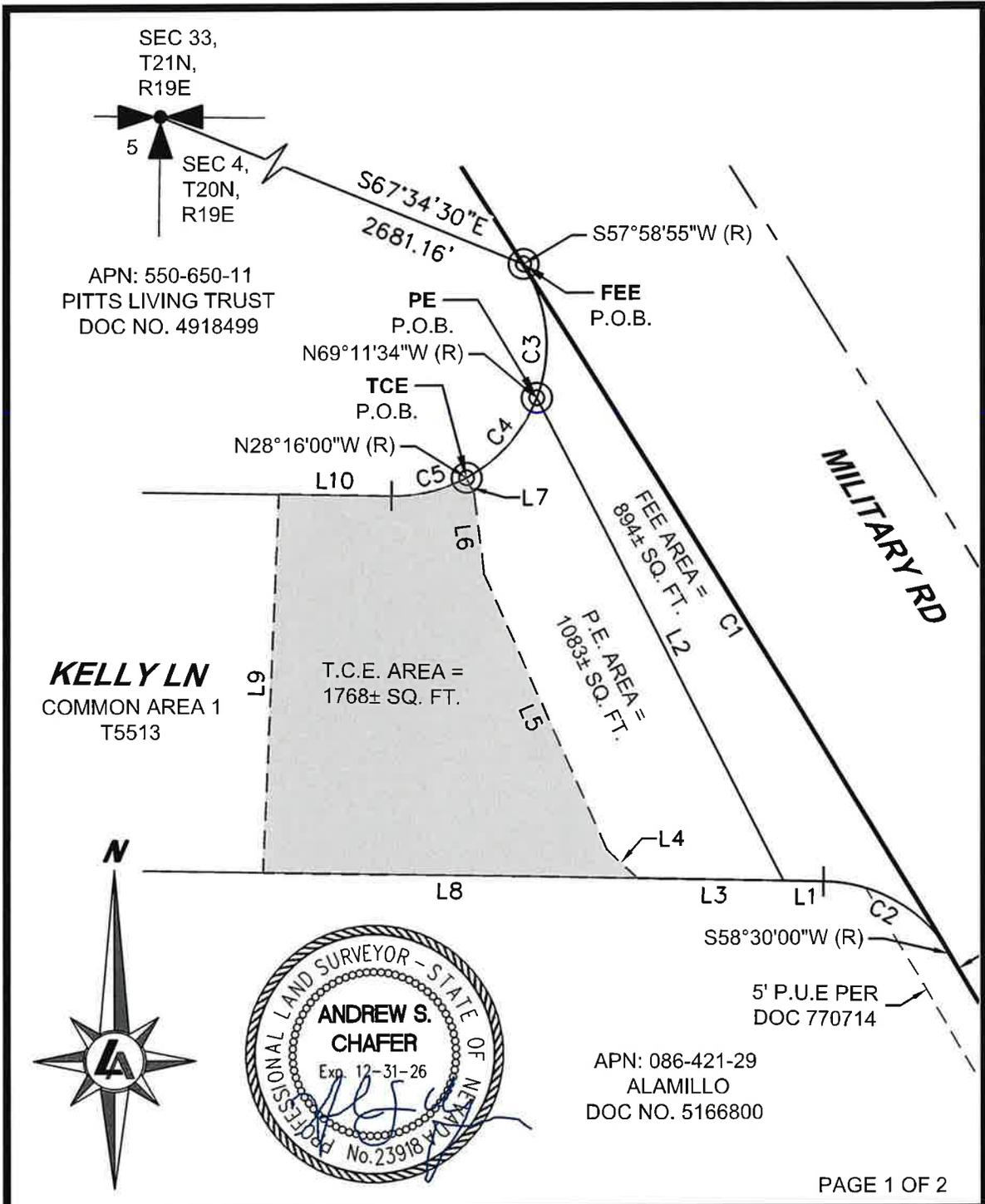
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& ASSOCIATES
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EXHIBIT "B"
COMMON AREA 1, T5513
APN: 550-650-01
PORTION OF SEC. 4, T20N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 1/30/2025
SCALE: 1" = 20'
JOB NO: 11026.000

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PAGE 2 OF 2



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EXHIBIT "B"
COMMON AREA 1, T5513
APN: 550-650-01
PORTION OF SEC. 4, T20N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025

SCALE: N/A

JOB NO: 11026.000



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.4.6

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Resolution of Condemnation - Legacy Pointe Homeowners Association

RECOMMENDED ACTION

Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in a portion of APN 550-603-41 from Legacy Pointe Homeowners Association, which is needed to construct the Military Road Capacity & Safety Project.

BACKGROUND AND DISCUSSION

The purpose of the project is to construct capacity roadways, multi-use path, drainage improvements and safety improvements along Military Road between Lemmon Drive and Lear Blvd. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in Spring 2026.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated May 24, 2023, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire these specific property interests from Legacy Pointe Homeowners Association in order to construct the project.

Legacy Pointe Homeowners Association is the owner of record. RTC has been working with the property owner to purchase the property interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to authorize RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to continue efforts to reach a mutually acceptable agreement. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

FISCAL IMPACT

The costs to acquire property rights has been budgeted; however, the actual fiscal impact cannot be determined at this time.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

RESOLUTION OF CONDEMNATION 26-02

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated May 24, 2023, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Military Road Capacity & Safety Project (the “Project”); and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is Legacy Pointe Homeowners Association.

NOW, THEREFORE, BE IT RESOLVED, that RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: a fee simple interest in a portion of APN 550-603-41 (the “Property Rights”). The Property Rights are depicted in the metes and bounds descriptions and design drawings attached hereto.
2. That RTC staff has previously contacted the owner(s) about the Property Rights. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Rights through purchase have been unsuccessful to date.
3. That the Property Rights to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.
4. That the Property Rights described herein are necessary for such public use.
5. By certified mail sent on January 2, 2026, proper notice of the RTC’s intent to consider eminent domain action to acquire the Property Rights of the above referenced owner(s) has been given as required by NRS 241.034.

NOW, THEREFORE, BE IT FURTHER RESOLVED, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Rights.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Rights.

3. That RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Rights for the construction of the Project, upon complying with conditions imposed by law.

PASSED, ADOPTED AND APPROVED on January 16, 2026.

Alexis Hill, Chair
Regional Transportation Commission of Washoe County

Attachments

1. Exhibit "A" and "B" for Ptn. of APN 550-603-41 – Fee Simple Interest

A portion of APN 550-603-41 FEE **EXHIBIT "A"**

JN 11026.000

All that certain real property situate within a portion of the Southwest 1/4 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being all of Common Area E as shown and delineated on that certain map entitled OFFICIAL PLAT OF SILVER VISTA VILLAGE, Subdivision Tract Map No. 4818, recorded on August 24, 2007, as File No. 3569123, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 49°28'57" East, 1900.15 feet to a point on the southerly line of said Common Area E of Subdivision Tract Map 4818 of the County of Washoe, State of Nevada, said point being the **POINT OF BEGINNING**, said point also being the beginning of a non-tangent curve, concave northerly, having a radius of 205.00 feet, the radius point of said curve bears North 6°40'55" West;

THENCE easterly along said parcel line and curve a distance of 95.19 feet, through a central angle of 26°36'16" to the beginning of a compound curve, concave southwesterly, having a radius of 5.00 feet;

THENCE northwesterly along said curve a distance of 15.71 feet, through a central angle of 180°00'00" to the beginning of a reverse curve, concave northerly, having a radius of 195.00 feet;

THENCE southwesterly along said curve a distance of 90.55 feet, through a central angle of 26°36'16" to the beginning of a reverse curve, concave easterly, having a radius of 5.00 feet;

THENCE southeasterly along said curve a distance of 15.71 feet, through a central angle of 179°59'53" to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.
Containing 1007 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

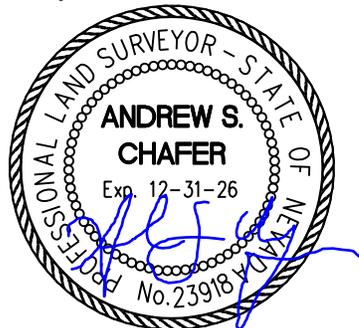
Refer to Exhibit "B" attached hereto and by this reference made a part of.

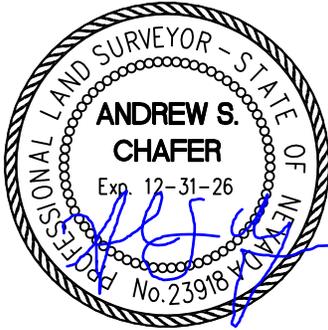
Prepared by:

Andrew Chafer

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O=Lumos & Associates, CN=Andrew Chafer
Reason: I am the author of this document
Date: 2025.03.28 20:58:08-07'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





20' DRAINAGE EASEMENT
PER DOC. NO.1015874

APN: 550-570-01
COMMON AREA B
T4818
LEGACY POINTE HOA

R=5.00', L=15.71'
 $\Delta=180^{\circ}00'00''$

COMMON
AREA E, T4818
APN: 550-603-41

R=5.00', L=15.71'
 $\Delta=179^{\circ}59'53''$

FINNSECH DR

$\Delta=26^{\circ}36'16''$, R=195.00', L=90.55'

FEE AREA = 1007± SQ. FT.

$\Delta=26^{\circ}36'16''$, R=205.00', L=95.19'

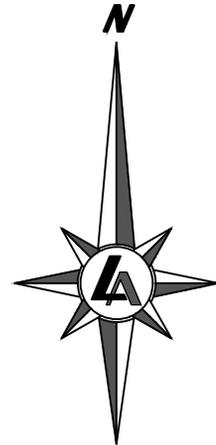
N06°40'55"W (R)

FEE
P.O.B.

APN: 550-570-02
COMMON AREA C
T4818
LEGACY POINTE HOA

N49°28'57"E
1900.15'

SEC 32
SEC 33,
T21N, R19E
SEC 5,
T20N,
R19E



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA E, T4818
APN: 550-603-41
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 3/27/2025
SCALE: 1" = 30'
JOB NO: 11026.000



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.4.7

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Resolution of Condemnation - North Peak Owners NV, LLC

RECOMMENDED ACTION

Approve a Resolution of Condemnation authorizing RTC’s legal counsel to commence condemnation proceedings to acquire a fee simple interest in, a permanent easement on, and six temporary construction easements on, portions of APN 086-390-32 from North Peak Owners NV, LLC, which are needed to construct the Military Road Capacity & Safety Project.

BACKGROUND AND DISCUSSION

The purpose of the project is to construct capacity roadways, multi-use path, drainage improvements and safety improvements along Military Road between Lemmon Drive and Lear Blvd. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in Spring 2026.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated May 24, 2023, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire these specific property interests from North Peak Owners NV, LLC in order to construct the project.

North Peak Owners NV, LLC is the owner of record. RTC has been working with the property owner to purchase the property interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to authorize RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to continue efforts to reach a mutually acceptable agreement. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

FISCAL IMPACT

The costs to acquire property rights has been budgeted; however, the actual fiscal impact cannot be determined at this time.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

RESOLUTION OF CONDEMNATION 26-03

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated May 24, 2023, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Military Road Capacity & Safety Project (the “Project”); and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is North Peak Owners NV, LLC.

NOW, THEREFORE, BE IT RESOLVED, that RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: (1) a fee simple interest in a portion of APN 086-390-32; (2) a permanent easement on a portion of APN 086-390-32; and (3) six temporary construction easements on portions of APN 086-390-32 (collectively, the “Property Rights”). The Property Rights are depicted in the metes and bounds descriptions and design drawings attached hereto.

2. That RTC staff has previously contacted the owner(s) about the Property Rights. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Rights through purchase have been unsuccessful to date.

3. That the Property Rights to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.

4. That the Property Rights described herein are necessary for such public use.

5. By certified mail sent on January 2, 2026, proper notice of the RTC's intent to consider eminent domain action to acquire the Property Rights of the above referenced owner(s) has been given as required by NRS 241.034.

NOW, THEREFORE, BE IT FURTHER RESOLVED, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Rights.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Rights.

3. That RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Rights for the construction of the Project, upon complying with conditions imposed by law.

PASSED, ADOPTED AND APPROVED on January 16, 2026.

Alexis Hill, Chair
Regional Transportation Commission of Washoe County

Attachments

1. Exhibit “A” and “B” for Ptn. of APN 086-390-32 – Fee Simple Interest
2. Form easement document and Exhibit “A” and “B” for Ptn. of APN 086-390-32 – Permanent Easement
3. Exhibits “A” and “B” for Ptns. of APN 086-390-32 – Six Temporary Construction Easements

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the Southeast 1/4 of Section 4, Township 20 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of PARCEL A-2 as shown and delineated on that certain map entitled PARCEL MAP FOR NORTH PEAK APARTMENTS, LLC, Parcel Map No. 5544, recorded on August 2, 2021, as File No. 5210804, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the center of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE South 89°35'25" East, 667.79 feet to a point on the north line of said Parcel A-2;

THENCE easterly along said north line, South 89°35'25" East, 15.47 feet;

THENCE South 89°35'25" East 14.79 feet to the **POINT OF BEGINNING**;

THENCE South 89°35'25" East, 13.94 feet to a point on the westerly right-of-way of Military Road and the easterly line of said Parcel A-2;

THENCE southeasterly along said right-of-way of Military Road and easterly line of said Parcel A-2, South 20°42'15" East, 1903.46 feet;

THENCE leaving said westerly right-of-way of Military Road and easterly line of said Parcel A-2, North 30°28'34" West, 137.37 feet;

THENCE North 17°01'21" West, 92.82 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 705.00 feet, the radius point of said curve bears North 67°51'39" East;

THENCE northwesterly along said curve a distance of 17.16 feet, through a central angle of 1°23'39";

THENCE North 20°44'42" West, 67.58 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 3030.00 feet;

THENCE northwesterly along said curve a distance of 133.38 feet, through a central angle of 2°31'20" to the beginning of a reverse curve, concave southwesterly, having a radius of 2970.00 feet;

THENCE northwesterly along said curve a distance of 128.62 feet, through a central angle of 2°28'53";

THENCE North 20°42'15" West, 64.52 feet;

THENCE North 20°42'15" West, 797.44 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 7470.00 feet;

THENCE northwesterly along said curve a distance of 86.34 feet, through a central angle of 00°39'44" to the beginning of a reverse curve, concave northeasterly, having a radius of 7530.00 feet;

THENCE northwesterly along said curve a distance of 86.95 feet, through a central angle of 00°39'42";

THENCE North 20°42'15" West, 265.51 feet;

THENCE North 20°42'15" West, 33.08 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION.**

Containing 25,198 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

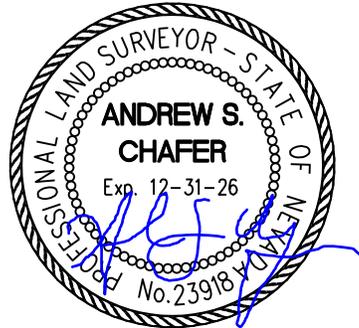
Refer to Exhibit "B" attached hereto and by this reference made a part of.

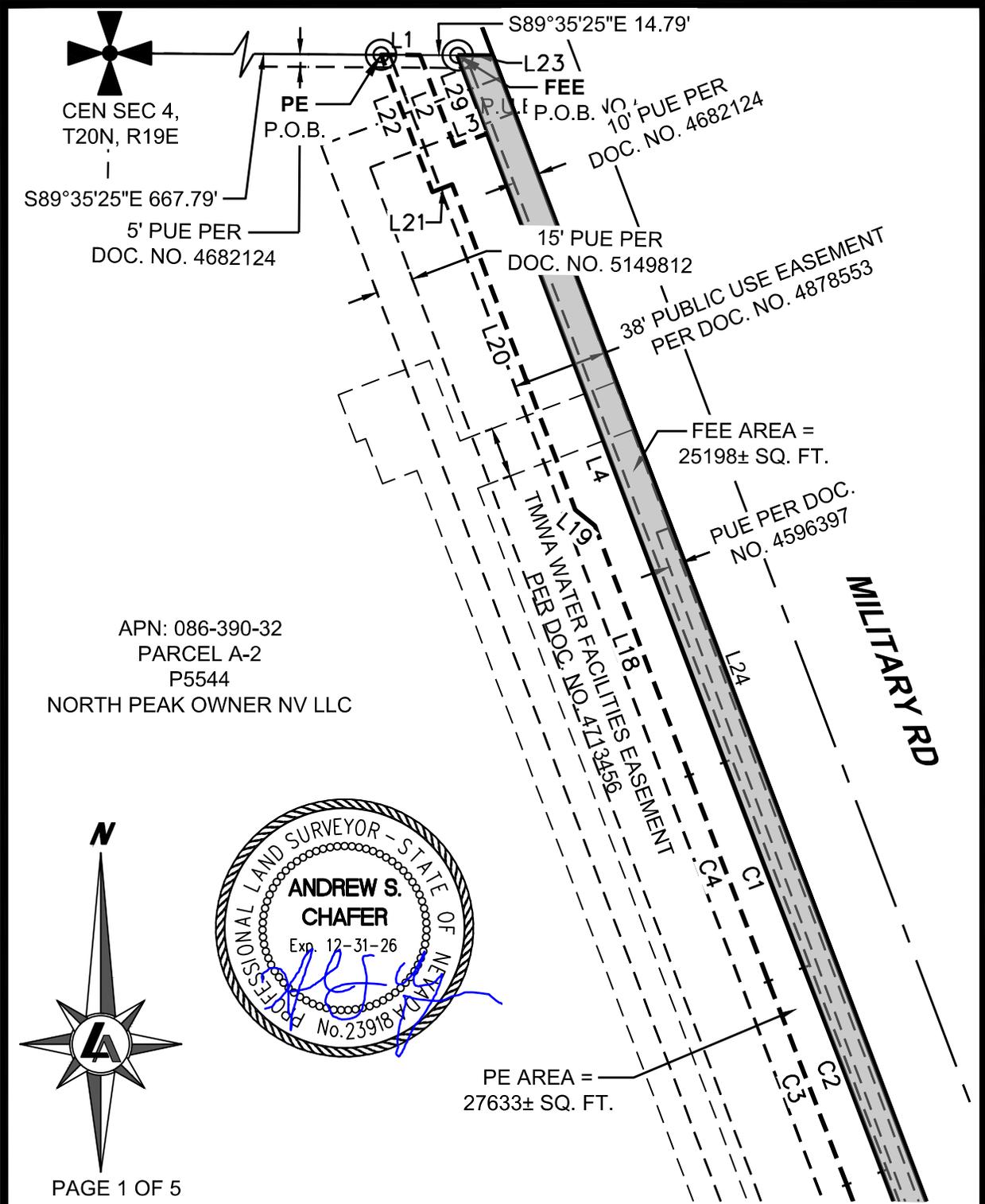
Prepared by:

Andrew Chafer

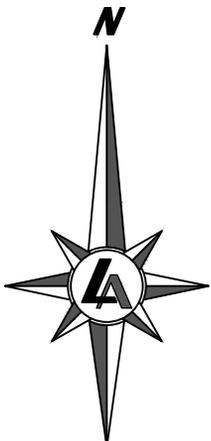
Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.07.04 09:34:15-07'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





APN: 086-390-32
 PARCEL A-2
 P5544
 NORTH PEAK OWNER NV LLC



PE AREA =
 27633± SQ. FT.

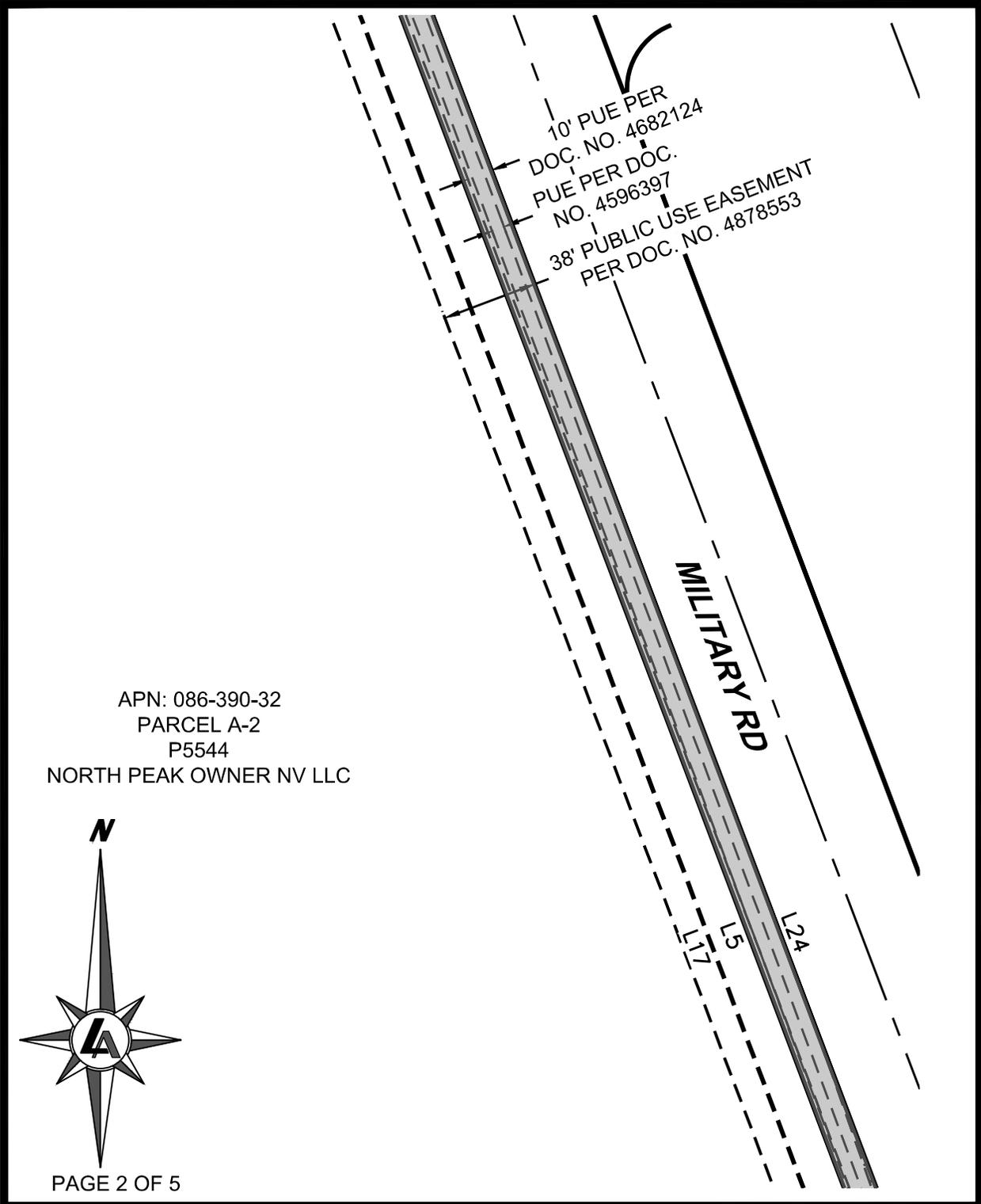
FEE AREA =
 25198± SQ. FT.

PAGE 1 OF 5

3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
PORTION OF PARCEL A-2, P5544
APN: 086-390-32
PORTION OF SEC. 4, T20N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/19/2025
 SCALE: 1" = 60'
 JOB NO: 11026.000



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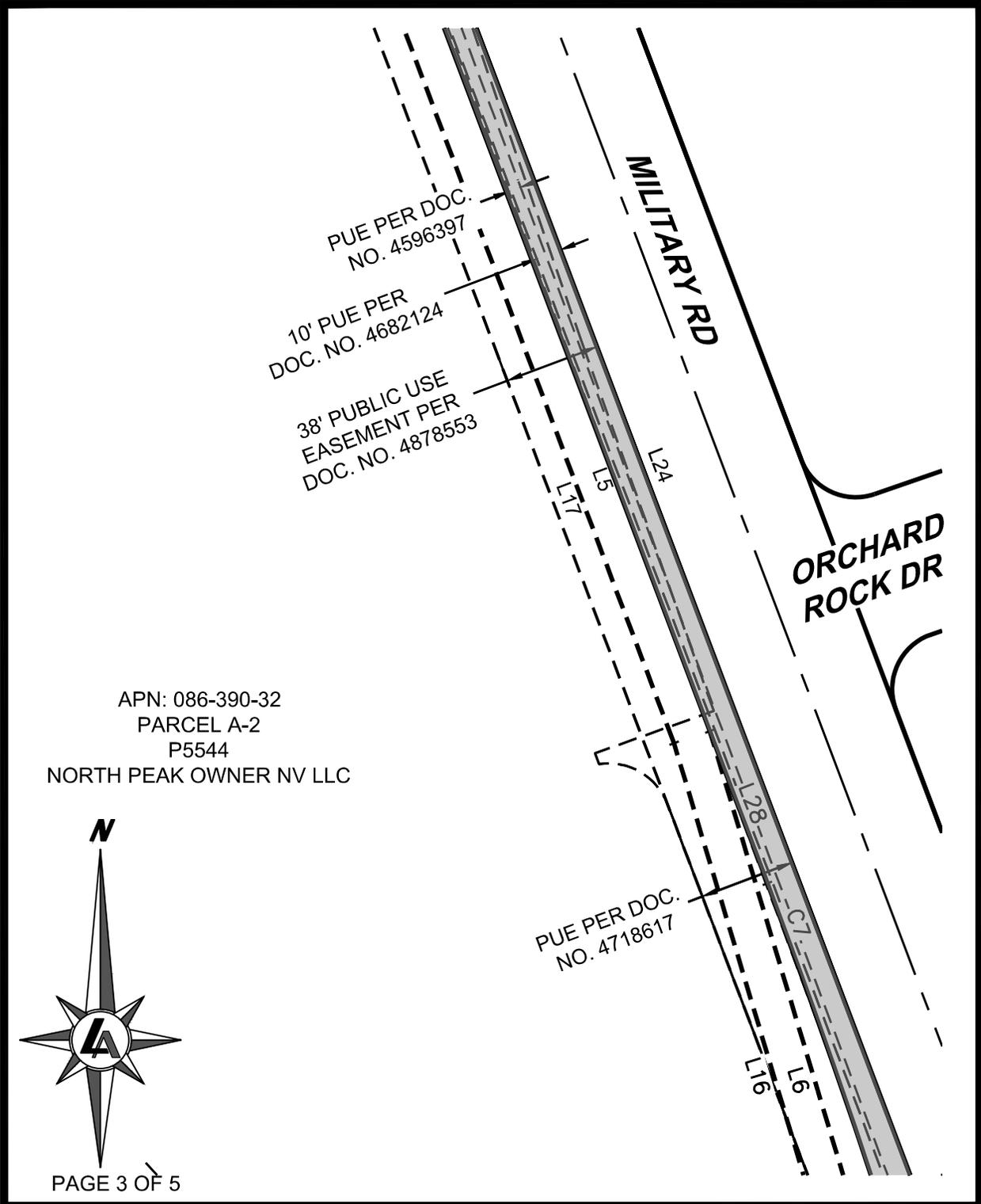


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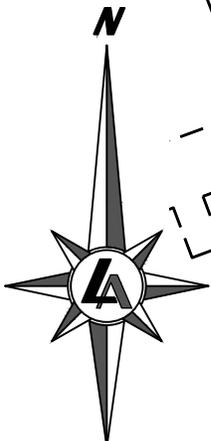
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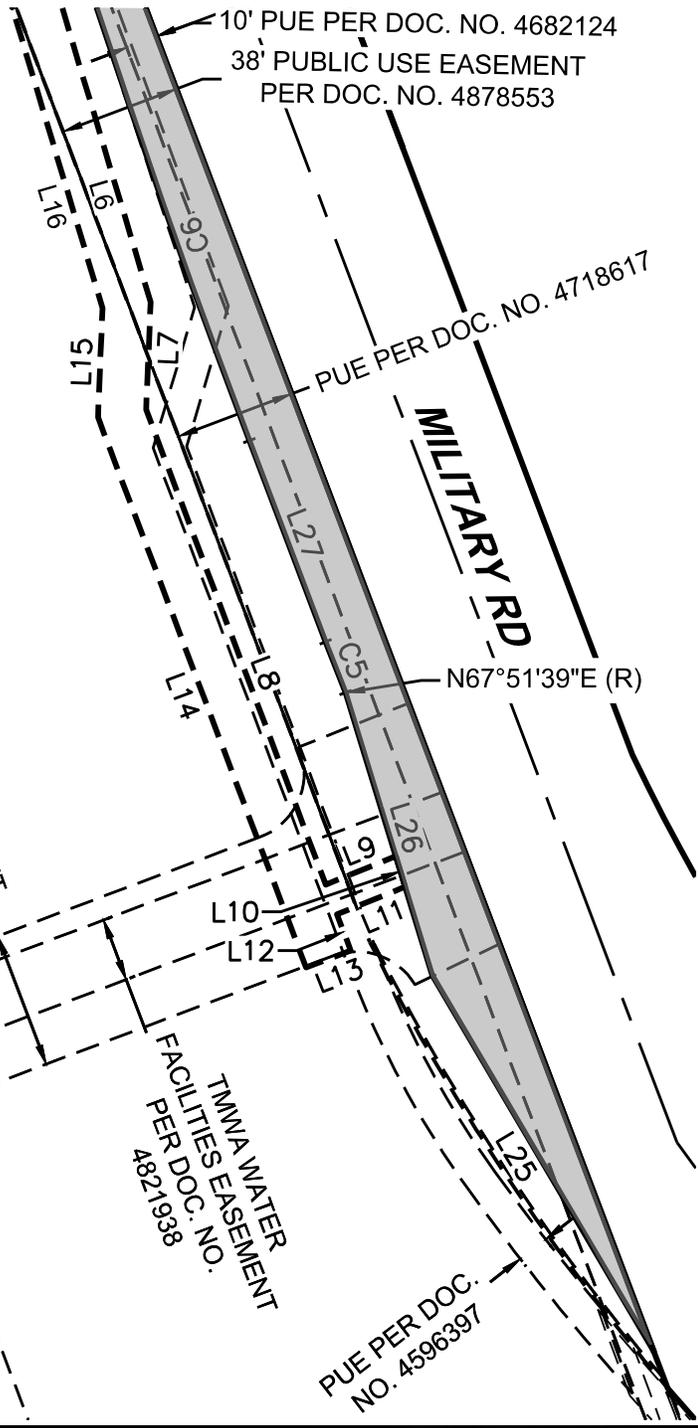
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LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°35'25"E	15.47'
L2	S20°32'35"E	38.37'
L3	N69°27'25"E	13.91'
L4	S20°42'15"E	265.51'
L5	S20°42'15"E	797.44'
L6	S16°41'40"E	275.43'
L7	S2°22'40"W	33.77'
L8	S20°42'15"E	159.60'
L9	N67°49'39"E	23.70'
L10	S17°01'21"E	10.04'
L11	S67°49'39"W	23.06'
L12	S20°42'15"E	12.18'
L13	S69°17'45"W	15.00'
L14	N20°42'15"W	184.85'
L15	N2°22'40"E	34.32'
L16	N16°41'40"W	272.38'
L17	N20°42'15"W	796.97'
L18	N20°42'15"W	105.53'
L19	N50°42'15"W	10.00'
L20	N20°42'15"W	137.38'
L21	S69°27'25"W	8.39'
L22	N20°32'35"W	57.90'

LINE TABLE		
LINE	BEARING	LENGTH
L23	S89°35'25"E	13.94'
L24	S20°42'15"E	1903.46'
L25	N30°28'34"W	137.37'
L26	N17°01'21"W	92.82'
L27	N20°44'42"W	67.58'
L28	N20°42'15"W	64.52'
L29	N20°42'15"W	33.08'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	0°39'42"	7530.00'	86.95'
C2	0°39'44"	7470.00'	86.34'
C3	0°39'42"	7455.00'	86.11'
C4	0°39'42"	7545.00'	87.12'
C5	1°23'39"	705.00'	17.16'
C6	2°31'20"	3030.00'	133.38'
C7	2°28'53"	2970.00'	128.62'

Ptn. of APN: 086-390-32

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 086-390-32

PERMANENT EASEMENT

This PERMANENT EASEMENT is made this _____ day of _____, 2025, by NORTH PEAK OWNER NV LLC, a Delaware limited liability company ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY and the CITY OF RENO (collectively, "GRANTEES").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEES and their assigns forever a permanent easement for the location, construction, and maintenance of City of Reno Storm Drain, Temporary Construction including Grading Work for Shared Use Path and Construction of Driveways and all related purposes and appurtenances, for public use and right-of-way upon, over and across certain real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

GRANTOR hereby waives, with full knowledge that a City of Reno Storm Drain and Temporary Construction including Grading Work for Shared Use Path and Construction of Driveways and the necessary appurtenances thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the Southeast 1/4 of Section 4, Township 20 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of PARCEL A-2 as shown and delineated on that certain map entitled PARCEL MAP FOR NORTH PEAK APARTMENTS, LLC, Parcel Map No. 5544, recorded on August 2, 2021, as File No. 5210804, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the center of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE South 89°35'25" East, 664.28 feet to a point on the north line of said Parcel A-2, said point being the **POINT OF BEGINNING**;

THENCE South 89°35'25" East, 15.47 feet;

THENCE leaving said north line of said Parcel A-2, South 20°32'35" East, 38.37 feet;

THENCE North 69°27'25" East, 13.91 feet;

THENCE South 20°42'15" East, 265.51 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 7530.00 feet;

THENCE southeasterly along said curve a distance of 86.95 feet, through a central angle of 00°39'42" to the beginning of a reverse curve, concave southwesterly, having a radius of 7470.00 feet;

THENCE continuing southeasterly a distance of 86.34 feet, through a central angle of 00°39'44";

THENCE South 20°42'15" East, 797.44 feet;

THENCE South 16°41'40" East, 275.43 feet;

THENCE South 2°22'40" West, 33.77 feet;

THENCE South 20°42'15" East, 159.60 feet;

THENCE North 67°49'39" East, 23.70 feet;

THENCE South 17°01'21" East, 10.04 feet;

THENCE South 67°49'39" West, 23.06 feet;

THENCE South 20°42'15" East, 12.18 feet;

THENCE South 69°17'45" West, 15.00 feet;

THENCE North 20°42'15" West, 184.85 feet;

THENCE North 2°22'40" East, 34.32 feet;

THENCE North 16°41'40" West, 272.38 feet;

THENCE North 20°42'15" West, 796.97 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 7455.00 feet;

THENCE northwesterly along said curve a distance of 86.11 feet, through a central angle of 00°39'42" to the beginning of a reverse curve, concave northeasterly, having a radius of 7545.00 feet;

THENCE northwesterly along said curve a distance of 87.12 feet, through a central angle of 00°39'42";

THENCE North 20°42'15" West, 105.53 feet;

THENCE North 50°42'15" West, 10.00 feet;

THENCE North 20°42'15" West, 137.38 feet;

THENCE South 69°27'25" West, 8.39 feet;

THENCE North 20°32'35" West, 57.90 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 27,633 square feet, more or less.

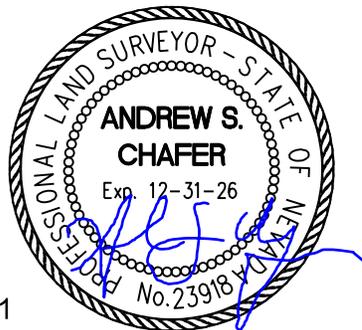
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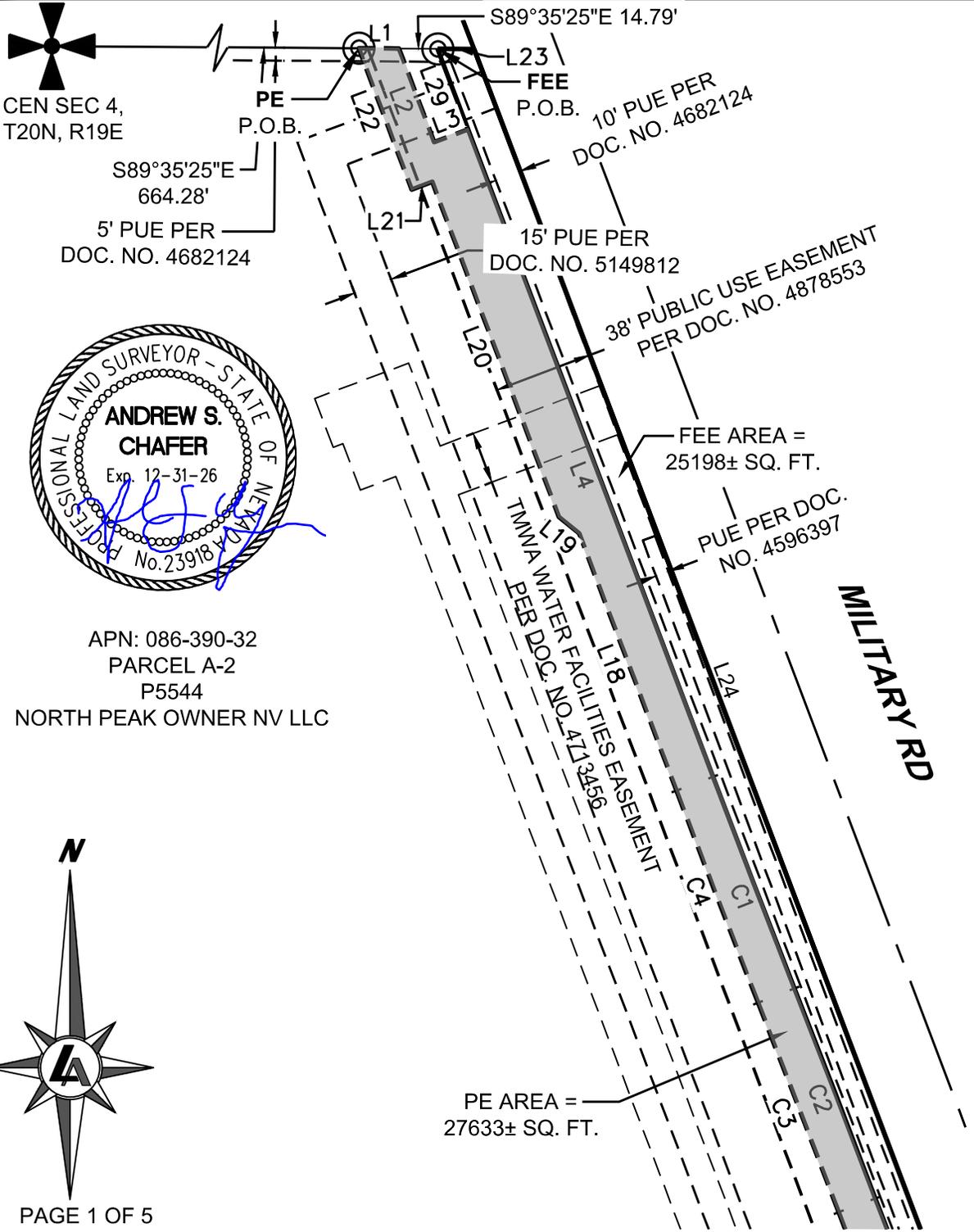
Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

Andrew Chafer
Digitally signed by Andrew Chafer
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E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
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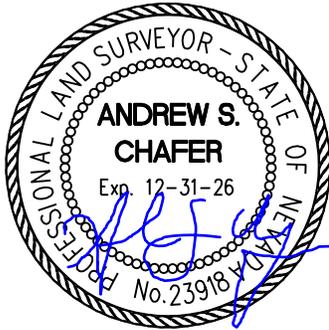
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CEN SEC 4,
T20N, R19E

S89°35'25"E
664.28'
5' PUE PER
DOC. NO. 4682124



APN: 086-390-32
PARCEL A-2
P5544
NORTH PEAK OWNER NV LLC



PAGE 1 OF 5

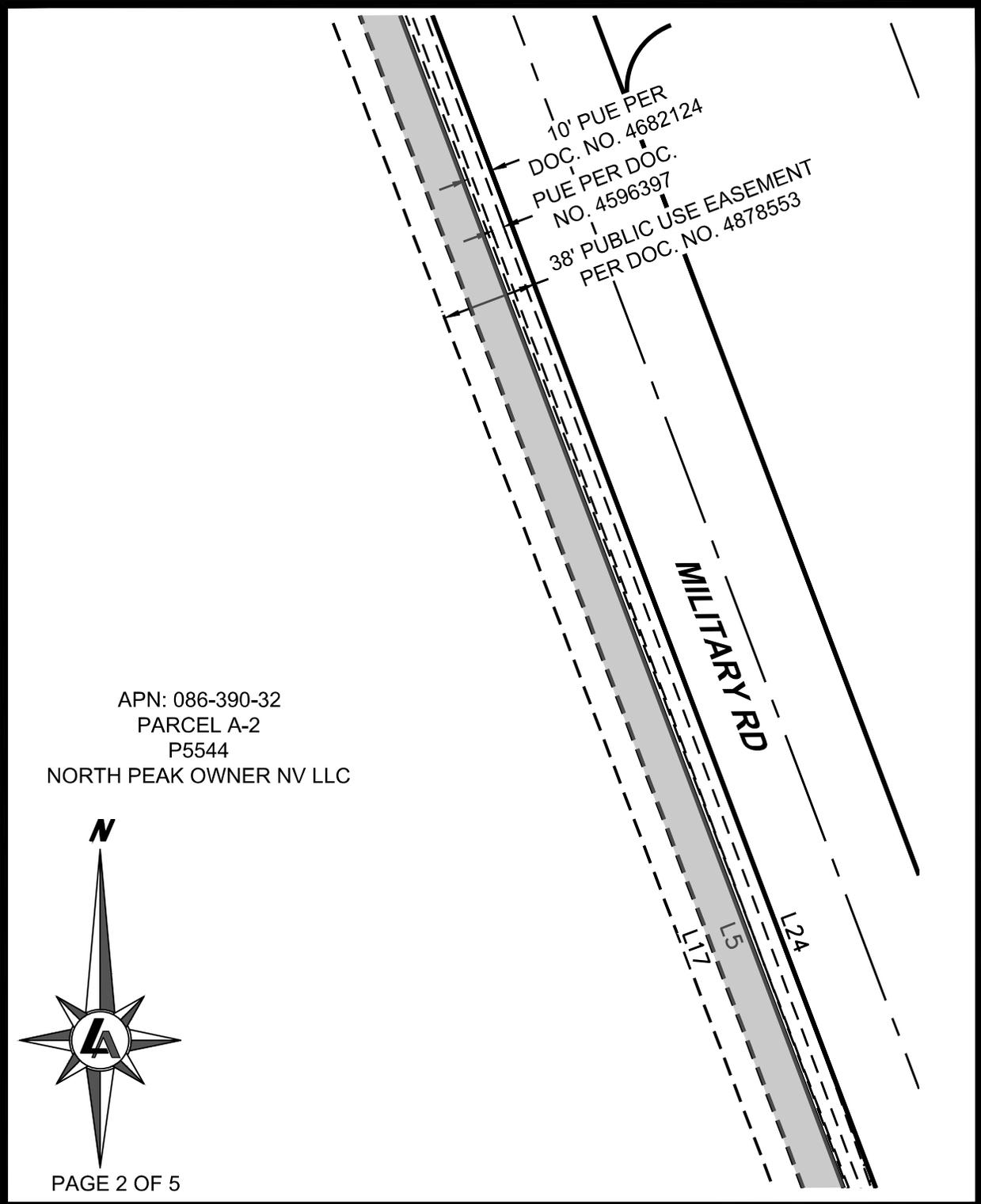
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WASHOE COUNTY

NEVADA

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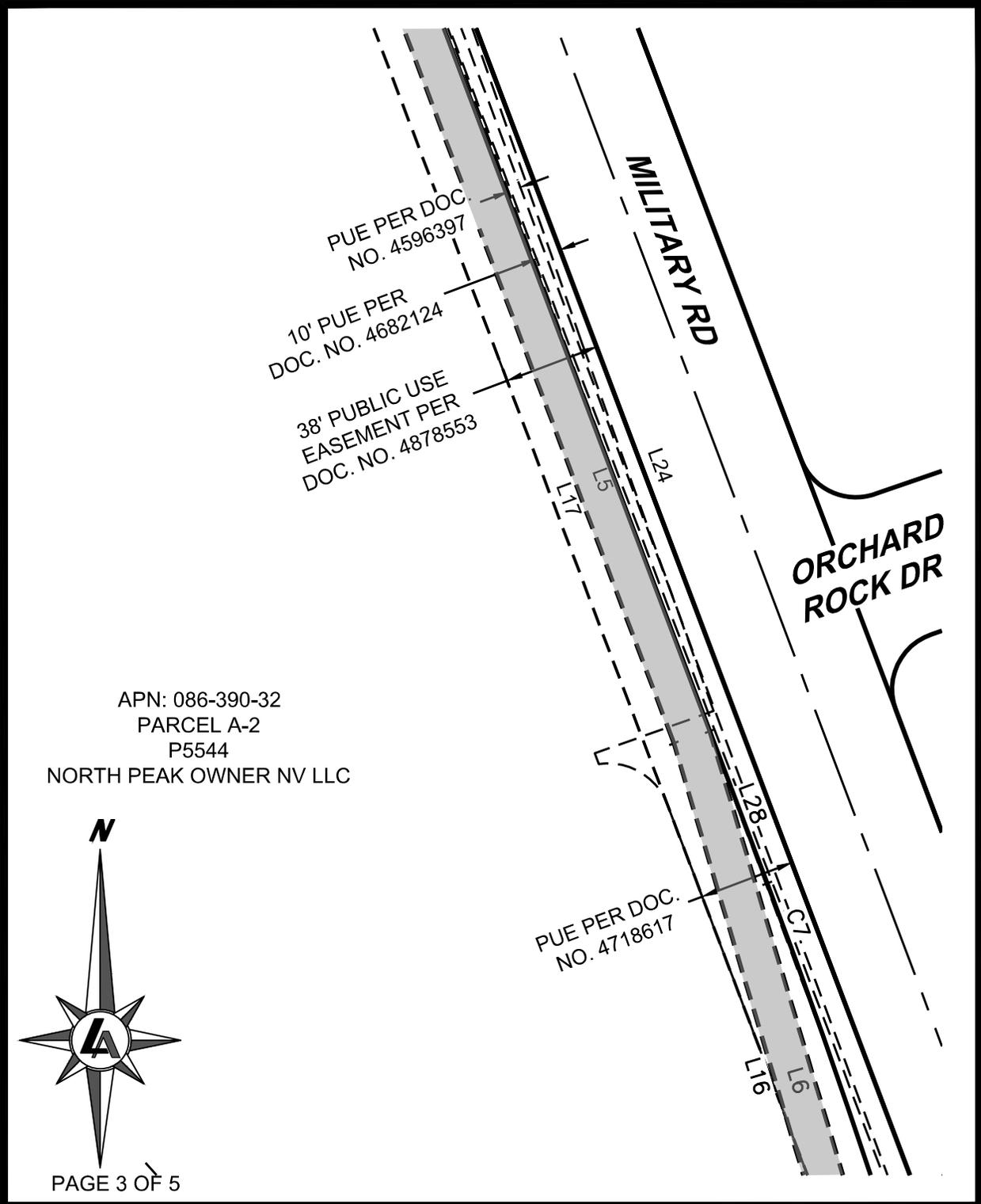
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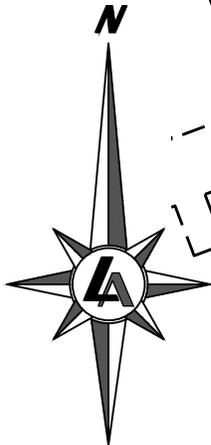



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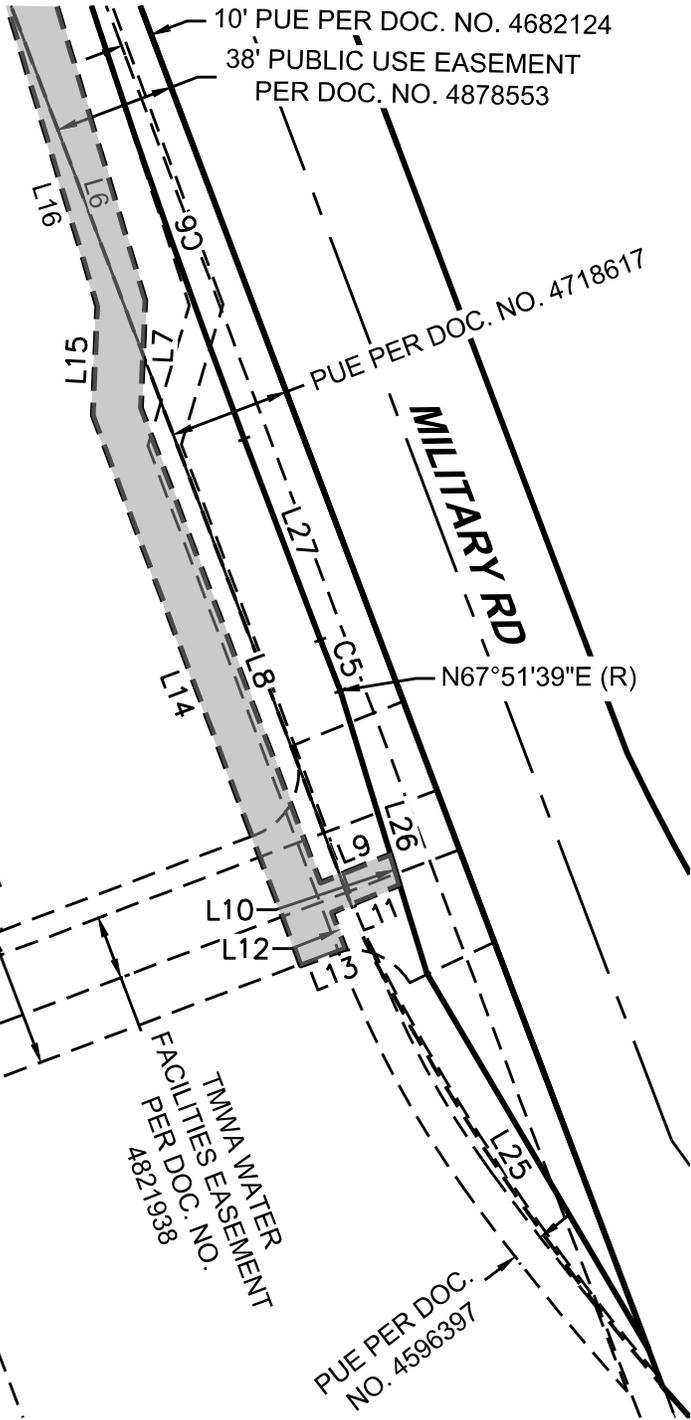
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EXHIBIT "B"
PORTION OF PARCEL A-2, P5544
APN: 086-390-32
PORTION OF SEC. 4, T20N, R19E, MDM
WASHOE COUNTY **NEVADA**

DATE: 3/19/2025
SCALE: N/A
JOB NO: 11026.000

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the Southeast 1/4 of Section 4, Township 20 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of PARCEL A-2 as shown and delineated on that certain map entitled PARCEL MAP FOR NORTH PEAK APARTMENTS, LLC, Parcel Map No. 5544, recorded on August 2, 2021, as File No. 5210804, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the center of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE South 60°20'45" East, 927.79 feet to the **POINT OF BEGINNING**;

THENCE North 69°08'09" East, 31.00 feet to the southwesterly line of an existing 38 foot Public Use Easement described in Document No. 4878553, Official Records of Washoe County;

THENCE southeasterly along said southwesterly line, South 20°42'15" East, 85.23 feet;

THENCE leaving said southwesterly line, South 69°20'48" West, 31.00 feet;

THENCE North 20°42'15" West, 85.12 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 2640 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

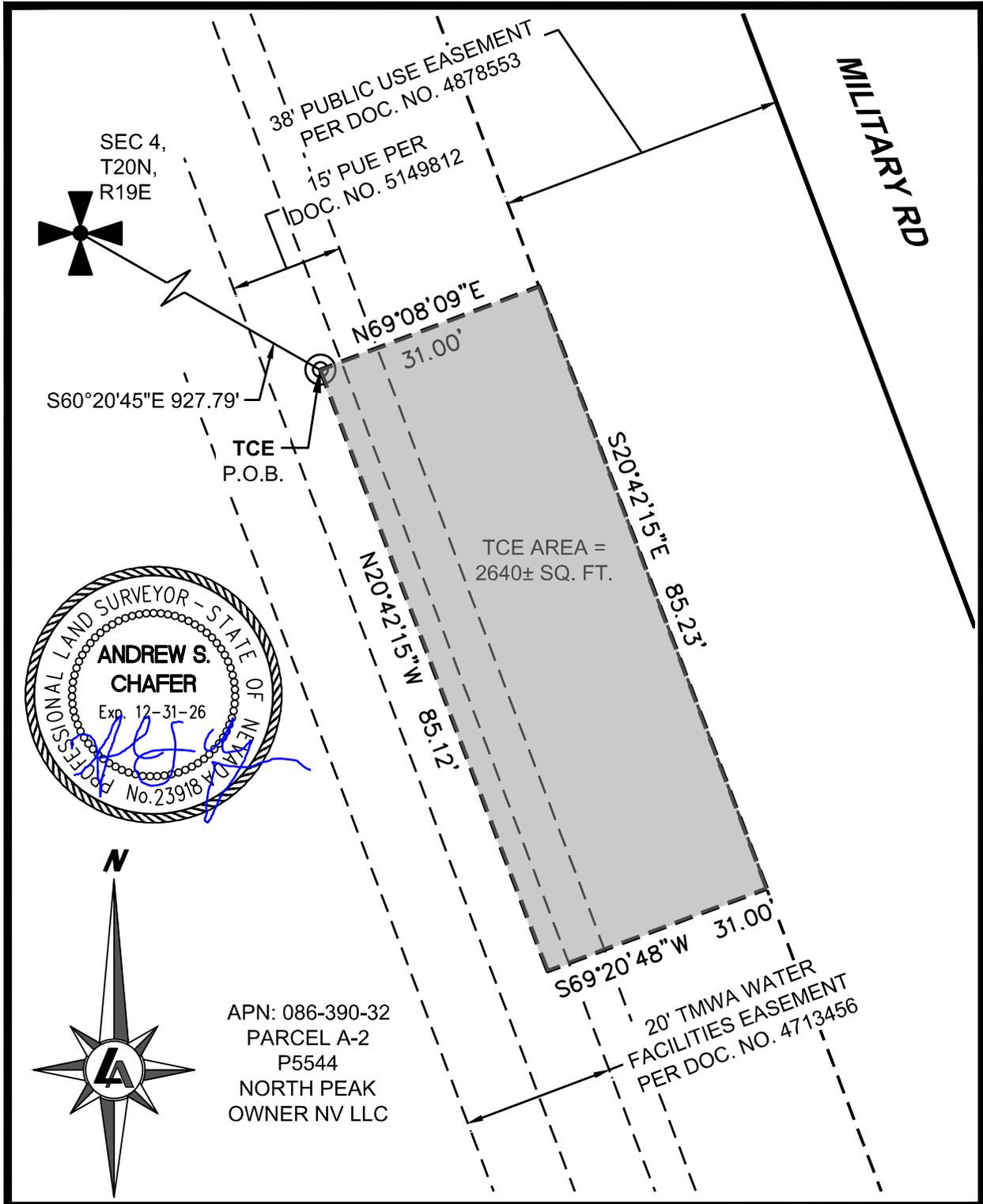
Prepared by:

Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this document
Date: 2025.03.28 15:04:12-07'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





SEC 4,
T20N,
R19E

38' PUBLIC USE EASEMENT
PER DOC. NO. 4878553
15' PUE PER
IDOC. NO. 5149812

MILITARY RD

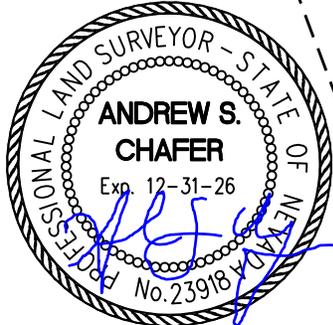
S60°20'45"E 927.79'

TCE
P.O.B.

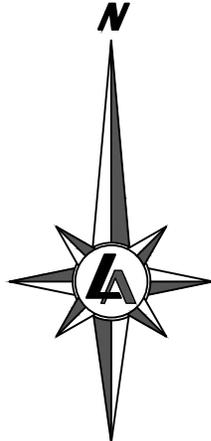
N69°08'09"E
31.00'

TCE AREA =
2640± SQ. FT.

S20°42'15"E
85.23'



N20°42'15"W
85.12'



S69°20'48"W 31.00'

APN: 086-390-32
PARCEL A-2
P5544
NORTH PEAK
OWNER NV LLC

20' TMWA WATER
FACILITIES EASEMENT
PER DOC. NO. 4713456

LUMOS
& ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

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PORTION OF SEC. 4, T20N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/19/2025
SCALE: 1" = 20'
JOB NO: 11026.000

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COMMENCING at the southwest corner of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE North 45°42'10" West, 2029.16 feet to a point on the southwesterly line of an existing 38 foot Public Use Easement described in Document No. 4878553, Official Records of Washoe County, said point also being the **POINT OF BEGINNING**;

THENCE leaving said southwesterly line, South 69°17'45" West, 27.00 feet;

THENCE North 20°42'15" West, 130.37 feet;

THENCE North 69°17'45" East, 27.00 feet to a point on said southwesterly line of an existing 38 foot Public Use Easement;

THENCE southeasterly along said southwesterly line, South 20°42'15" East, 130.37 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 3520 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

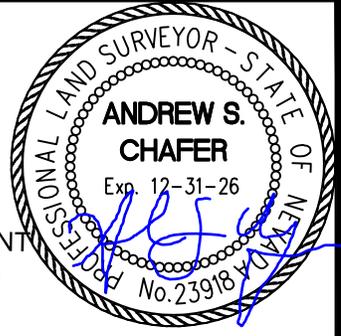
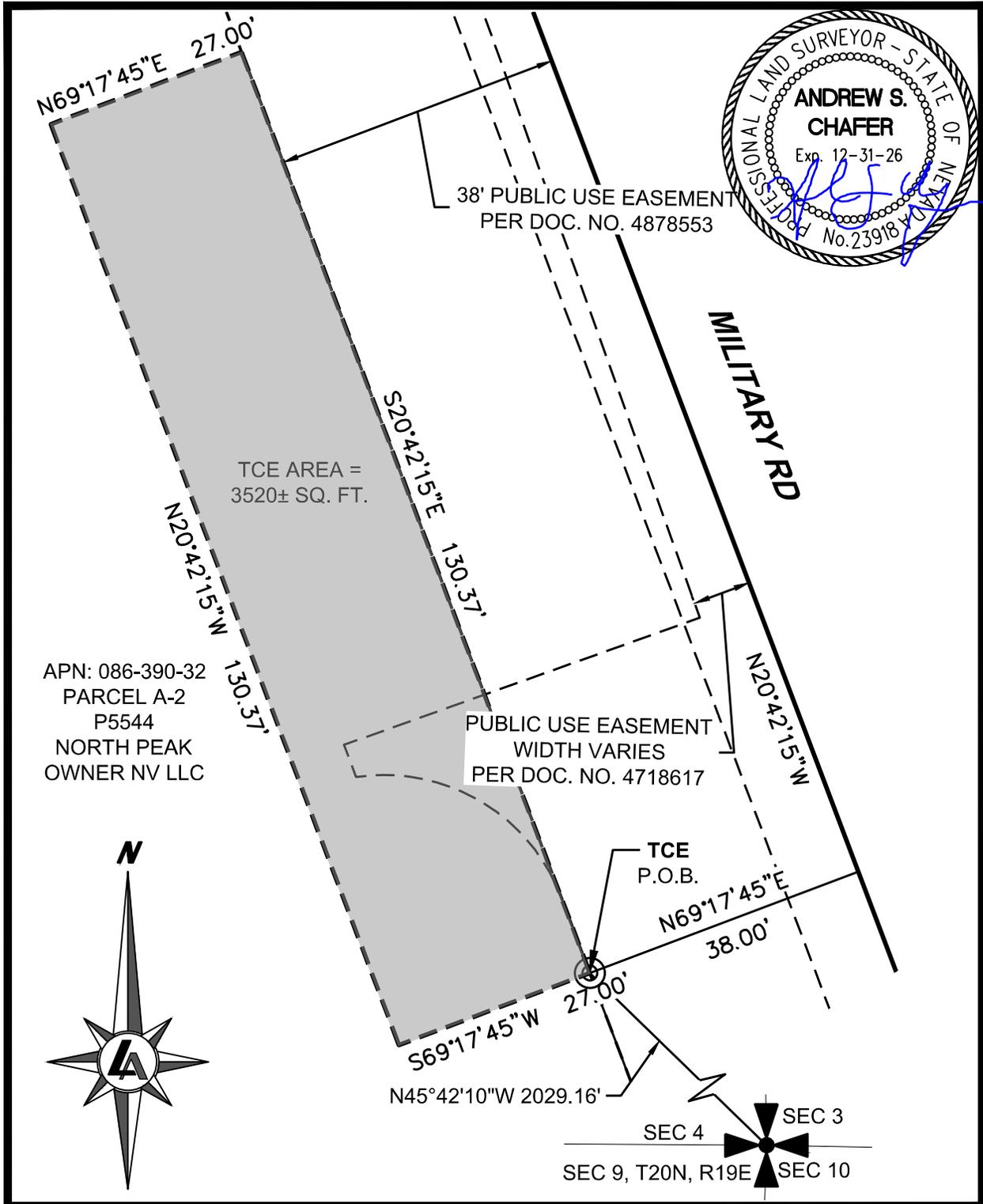
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Prepared by:

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COMMENCING at the southwest corner of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE North 47°49'50" West, 1886.21 feet to the **POINT OF BEGINNING**;

THENCE South 16°41'40" East, 79.18 feet;

THENCE South 2°22'40" West, 17.74 feet;

THENCE North 87°37'20" West, 7.00 feet;

THENCE North 2°22'40" East, 16.56 feet;

THENCE North 16°41'40" West, 78.00 feet;

THENCE North 73°18'20" East, 7.00 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 670 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

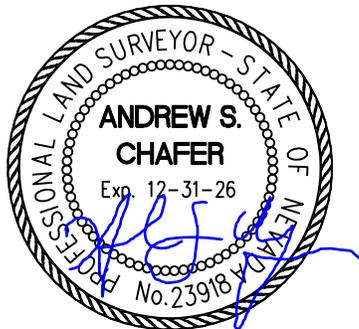
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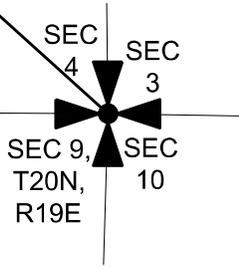
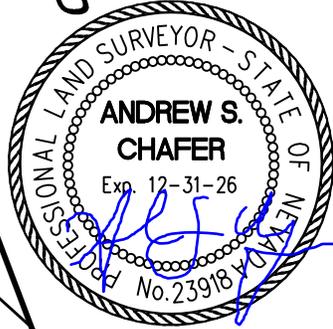
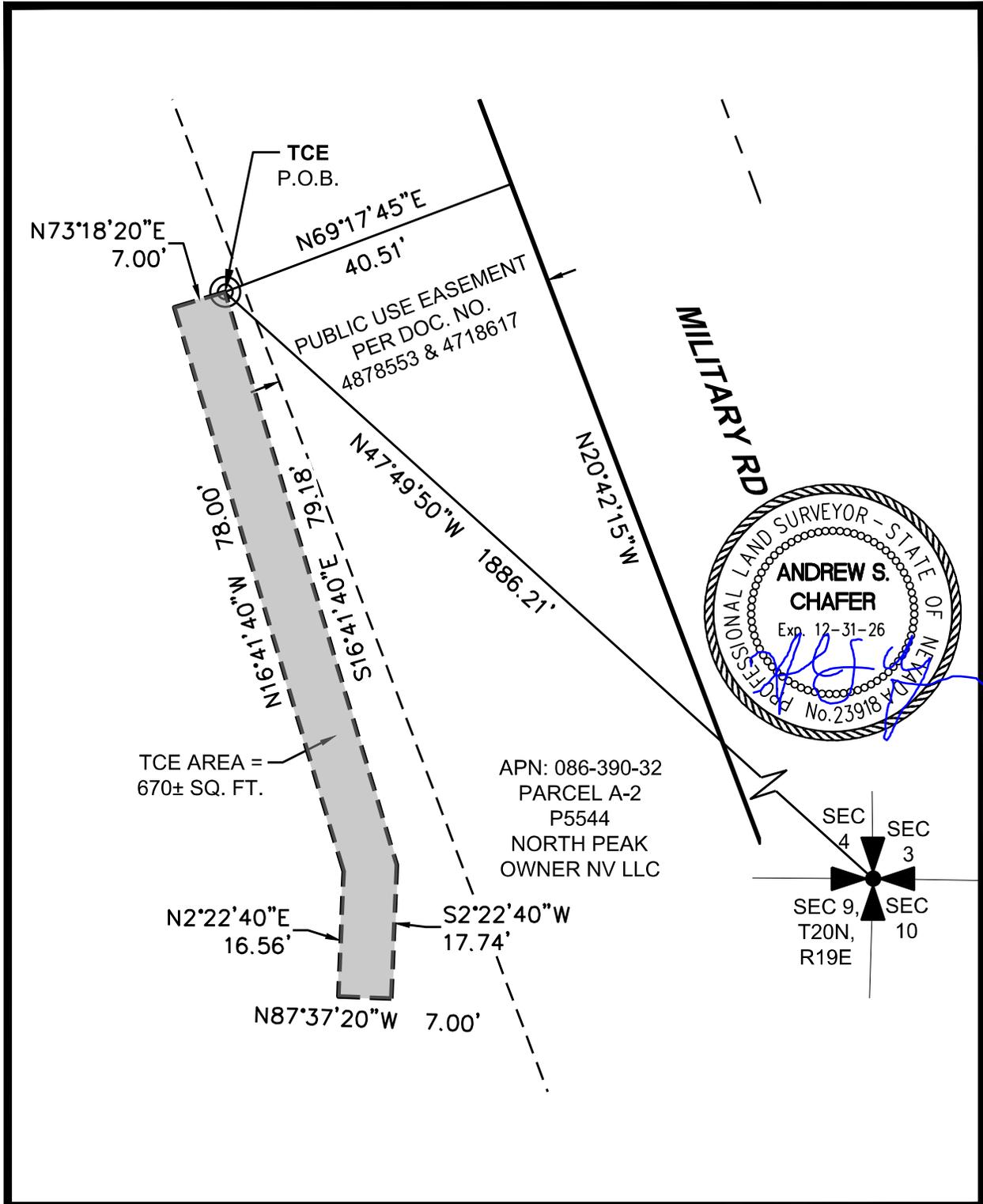
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WASHOE COUNTY NEVADA

DATE: 3/28/2025
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 JOB NO: 11026.000

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COMMENCING at the southwest corner of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE North 49°50'15" West, 1761.38 feet to a point on the southwesterly line of an existing 38 foot Public Use Easement described in Document No. 4878553, Official Records of Washoe County, said point also being the **POINT OF BEGINNING**;

THENCE leaving said southwesterly line, South 69°17'45" West, 6.50 feet;

THENCE North 20°42'15" West, 26.57 feet;

THENCE North 2°22'40" East, 16.58 feet to a point on said southwesterly line of an existing 38 foot Public Use Easement;

THENCE southeasterly along said southwesterly line, South 20°42'15" East, 41.82 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 222 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

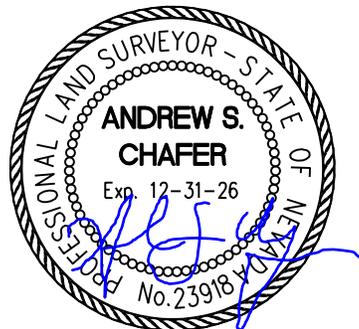
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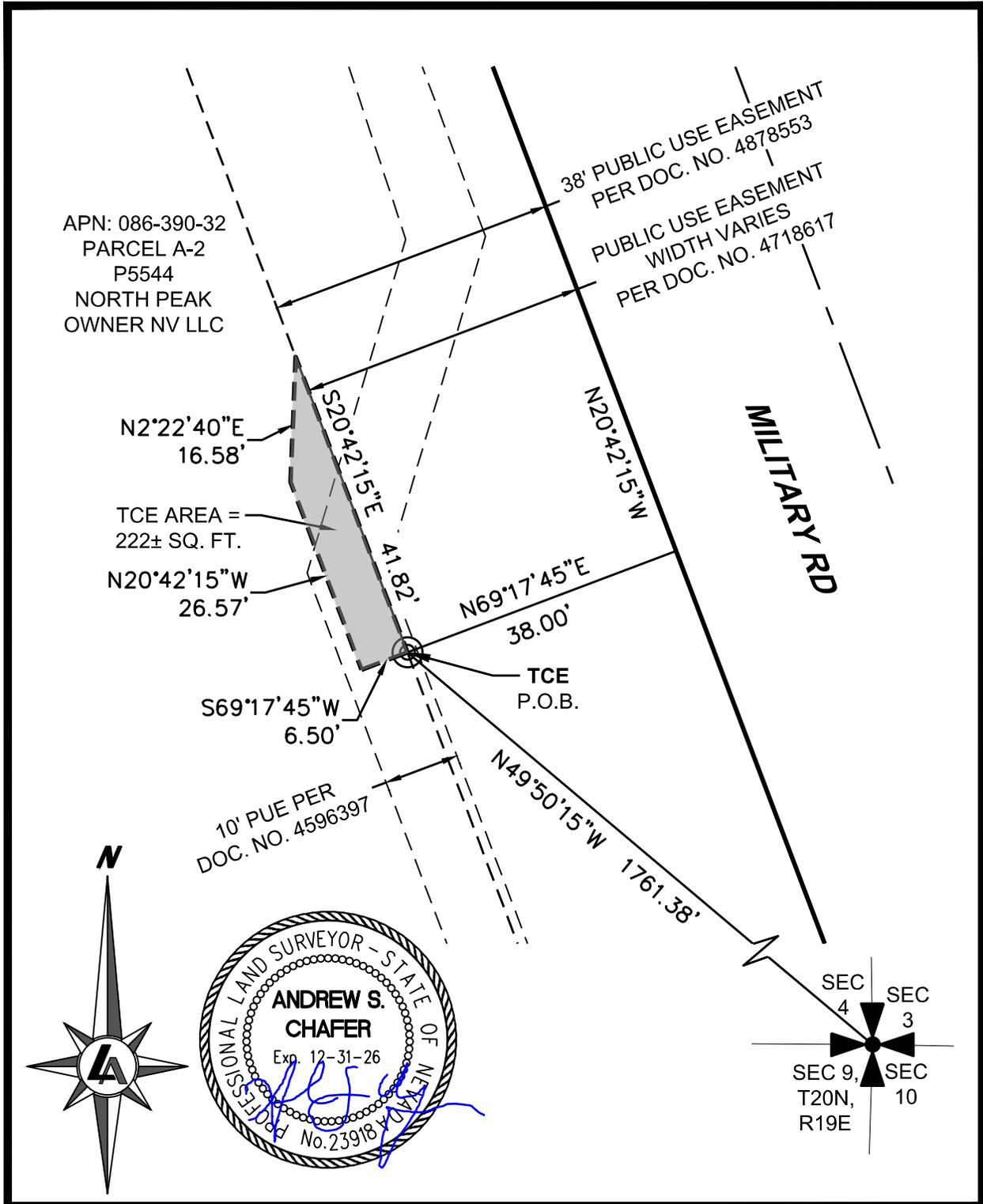
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COMMENCING at the southwest corner of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE North 52°05'20" West, 1646.60 feet to a point on the southwesterly line of an existing 38 foot Public Use Easement described in Document No. 4878553, Official Records of Washoe County, said point also being the **POINT OF BEGINNING**;

THENCE leaving said southwesterly line, South 67°49'39" West, 6.50 feet;

THENCE North 20°42'15" West, 52.54 feet;

THENCE North 11°37'41" East, 12.15 feet to a point on said southwesterly line of an existing 38 foot Public Use Easement;

THENCE southeasterly along said southwesterly line, South 20°42'15" East, 62.64 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 374 square feet, more or less.

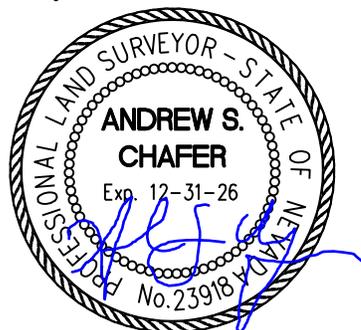
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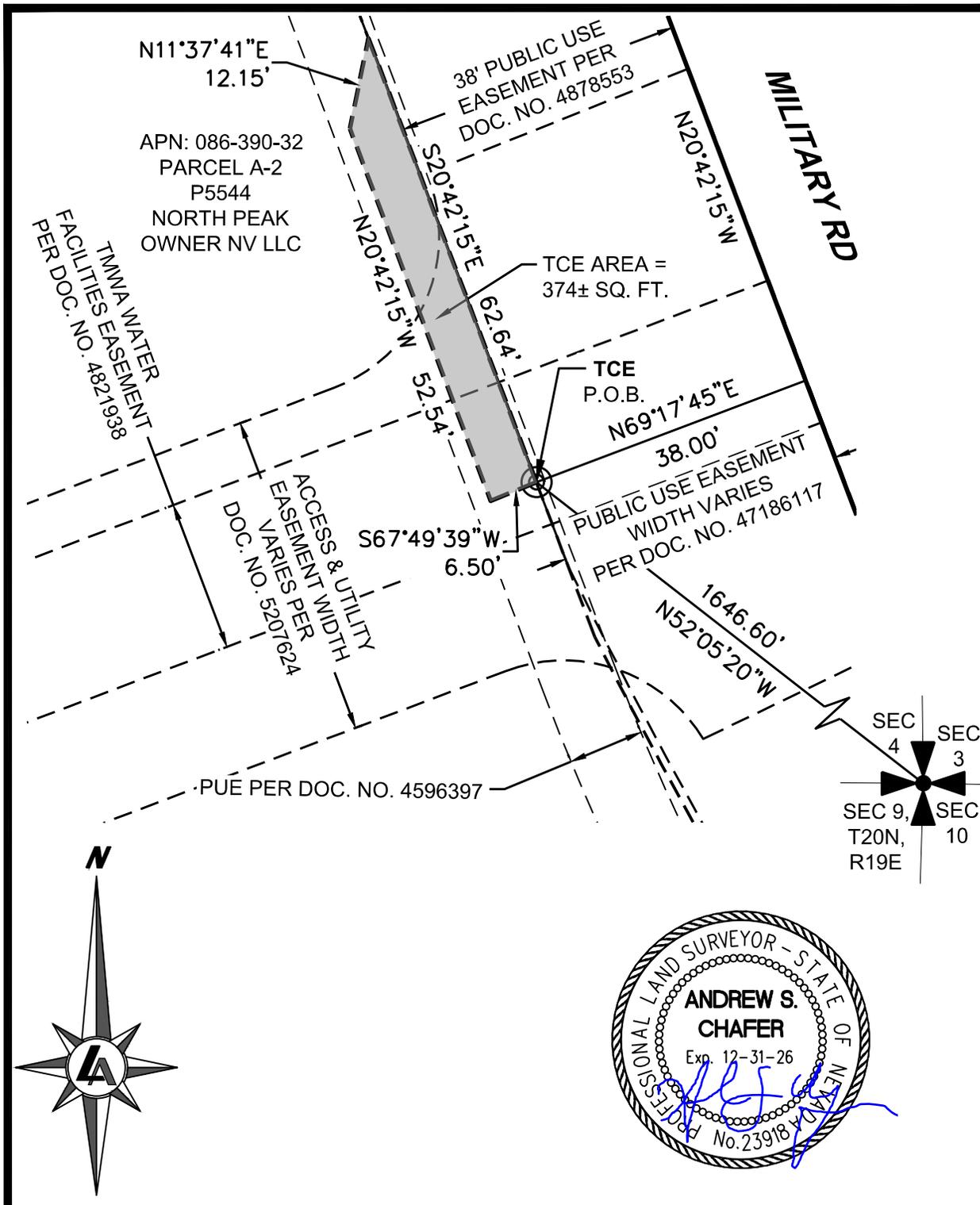
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WASHOE COUNTY NEVADA

DATE: 3/19/2025
 SCALE: 1" = 20'
 JOB NO: 11026.000

EXHIBIT "A"

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COMMENCING at the southwest corner of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE North 54°36'49" West, 1468.47 feet to a point on the southwesterly right-of-way of Military Road, said point being the **POINT OF BEGINNING**;

THENCE leaving said southwesterly right-of-way of Military Road, South 20°22'51" East, 14.05 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 707.00 feet, the radius point of said curve bears North 48°14'26" East;

THENCE northwesterly along said curve a distance of 138.77 feet, through a central angle of 11°14'45";

THENCE South 59°53'29" West, 5.65 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 743.00, the radius point of said curve bears North 58°25'26" East;

THENCE northerly along said curve a distance of 22.43 feet, through a central angle of 1°43'48";

THENCE North 74°02'33" West, 16.66 feet;

THENCE North 20°42'15" West, 14.01 feet;

THENCE North 69°17'45" East, 15.00 feet;

THENCE North 20°42'15" West, 12.18 feet;

THENCE North 67°49'39" East, 6.50 feet;

THENCE South 20°42'15" East, 11.84 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 702.00 feet;

THENCE southeasterly along said curve a distance of 169.91 feet, through a central angle of 13°52'05" to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 1456 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

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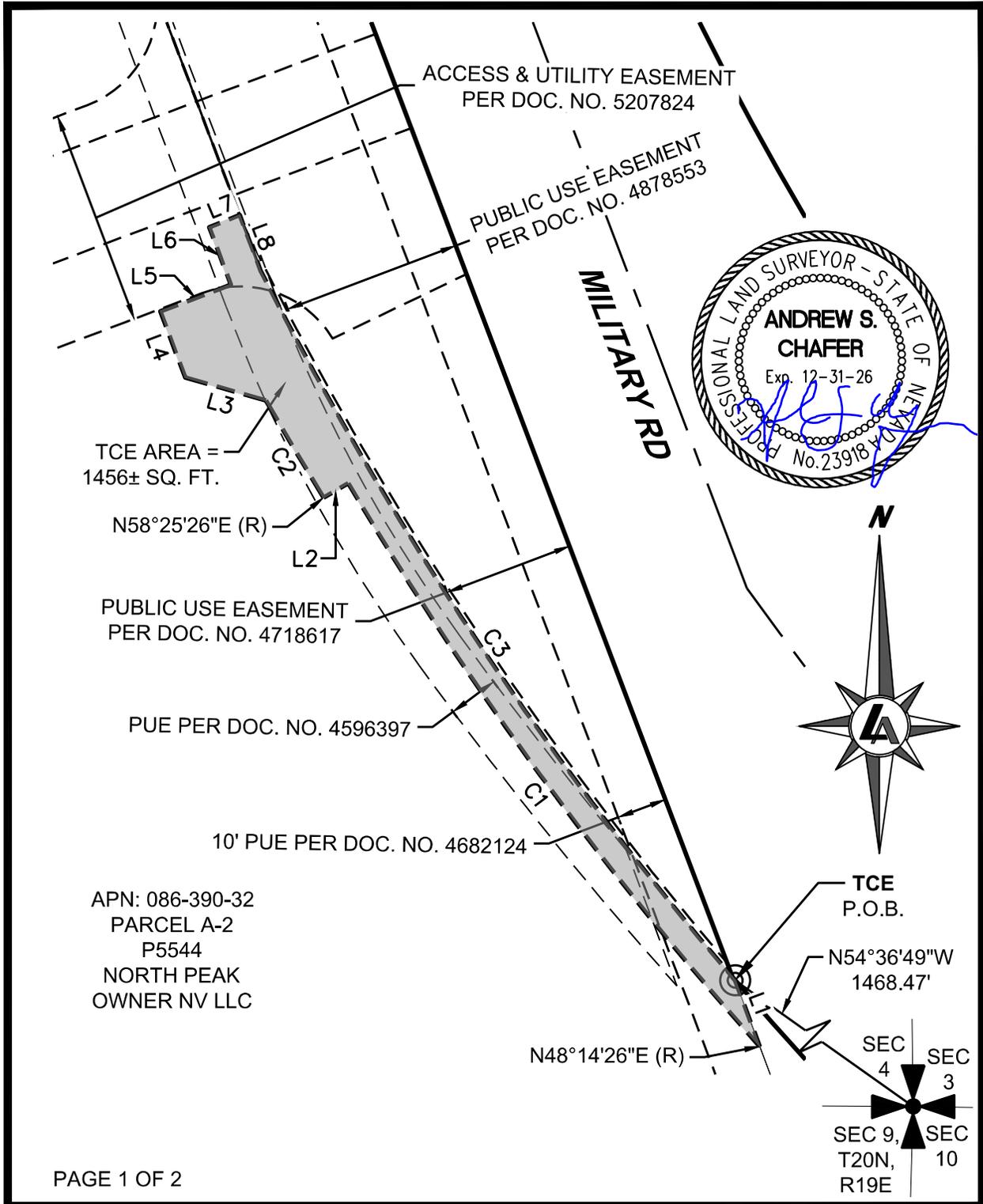
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PAGE 1 OF 2

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EXHIBIT "B"
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APN: 086-390-32
PORTION OF SEC. 4, T20N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/19/2025
SCALE: 1" = 30'
JOB NO: 11026.000

LINE TABLE

LINE	BEARING	LENGTH
L1	S20°22'51"E	14.05'
L2	S59°53'29"W	5.65'
L3	N74°02'33"W	16.66'
L4	N20°42'15"W	14.01'
L5	N69°17'45"E	15.00'
L6	N20°42'15"W	12.18'
L7	N67°49'39"E	6.50'
L8	S20°42'15"E	11.84'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	11°14'45"	707.00'	138.77'
C2	1°43'48"	743.00'	22.43'
C3	13°52'05"	702.00'	169.91'

PAGE 2 OF 2



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WASHOE COUNTY

NEVADA

DATE: 3/19/2025

SCALE: N/A

JOB NO: 11026.000



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.4.8

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Resolution of Condemnation - Stephen Eto and Margaret Eto

RECOMMENDED ACTION

Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a permanent easement and a temporary construction easement on portions of APN 086-412-02 from Stephen Eto and Margaret Eto, which are needed to construct the Military Road Capacity & Safety Project.

BACKGROUND AND DISCUSSION

The purpose of the project is to construct capacity roadways, multi-use path, drainage improvements and safety improvements along Military Road between Lemmon Drive and Lear Blvd. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in Spring 2026.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated May 24, 2023, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire these specific property interests from Stephen Eto and Margaret Eto in order to construct the project.

Stephen Eto and Margaret Eto are the owner of record. RTC has been working with the property owner to purchase the property interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to authorize RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to continue efforts to reach a mutually acceptable agreement. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

FISCAL IMPACT

The costs to acquire property rights has been budgeted; however, the actual fiscal impact cannot be determined at this time.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

RESOLUTION OF CONDEMNATION 26-04

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated May 24, 2023, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Military Road Capacity & Safety Project (the “Project”); and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is Stephen Eto and Margaret Eto.

NOW, THEREFORE, BE IT RESOLVED, that RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: (1) a permanent easement on a portion of APN 086-412-02; and (2) a temporary construction easement on a portion of APN 086-412-02 (collectively, the “Property Rights”). The Property Rights are depicted in the metes and bounds descriptions and design drawings attached hereto.
2. That RTC staff has previously contacted the owner(s) about the Property Rights. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Rights through purchase have been unsuccessful to date.
3. That the Property Rights to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.
4. That the Property Rights described herein are necessary for such public use.
5. By certified mail sent on January 2, 2026, proper notice of the RTC’s intent to consider eminent domain action to acquire the Property Rights of the above referenced owner(s) has been given as required by NRS 241.034.

NOW, THEREFORE, BE IT FURTHER RESOLVED, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Rights.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Rights.

3. That RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Rights for the construction of the Project, upon complying with conditions imposed by law.

PASSED, ADOPTED AND APPROVED on January 16, 2026.

Alexis Hill, Chair
Regional Transportation Commission of Washoe County

Attachments

1. Form easement document and Exhibit “A” and “B” for Ptn. of APN 086-412-02 – Permanent Easement
2. Exhibit “A” and “B” for Ptn. of APN 086-412-02 – Temporary Construction Easement

Ptn. of APN:086-412-02

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 086-412-02

PERMANENT EASEMENT

This PERMANENT EASEMENT is made this _____ day of _____, 20____, by STEPHEN ETO AND MARGARET ETO, husband and wife as joint tenants with right of survivorship ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY and the CITY OF RENO (collectively, "GRANTEES").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEES and their assigns forever a permanent easement for the location, construction and maintenance of a drainage channel, associated access road, and all related purposes and appurtenances, for public use and right-of-way upon, over and across certain real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
Maragaret Eto.

S
E
A
L

Signature of notarial officer

Print name

My commission expires: _____

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the Northwest 1/4 of Section 4, Township 20 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Lot 10 as shown and delineated on that certain map entitled RACHO SUBDIVISION NO. 1, Tract Map No. 584, recorded on May 20, 1958, as File No. 287744, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the center of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE North 21°00'21" West, 1157.36 feet to the southeasterly corner of said Lot 10, said point being on the northerly right-of-way of Tholl Drive, said point being the **POINT OF BEGINNING**;

THENCE westerly along said northerly right-of-way of Tholl Drive and the southerly line of said Lot 10, North 88°56'51" West, 40.00 feet;

THENCE leaving said northerly right-of-way of Tholl Drive and said southerly line of said Lot 10, North 0°47'09" East, 214.00 feet to the northerly line of said Lot 10;

THENCE easterly along the said northerly line of said Lot 10, South 88°56'51" East, 40.00 feet to the northeasterly corner of said Lot 10.

THENCE southerly along the easterly line of said Lot 10, South 0°47'09" West, 214.00 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 8,560 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

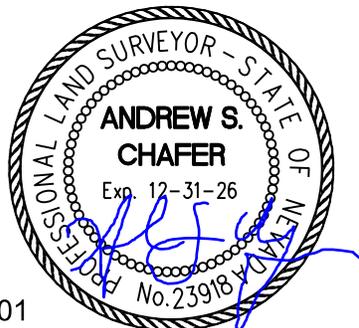
Refer to Exhibit "B" attached hereto and by this reference made a part of.

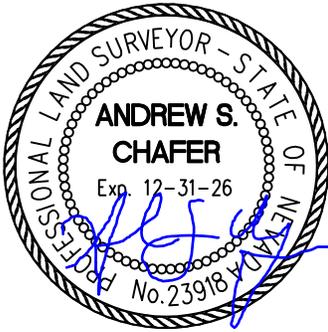
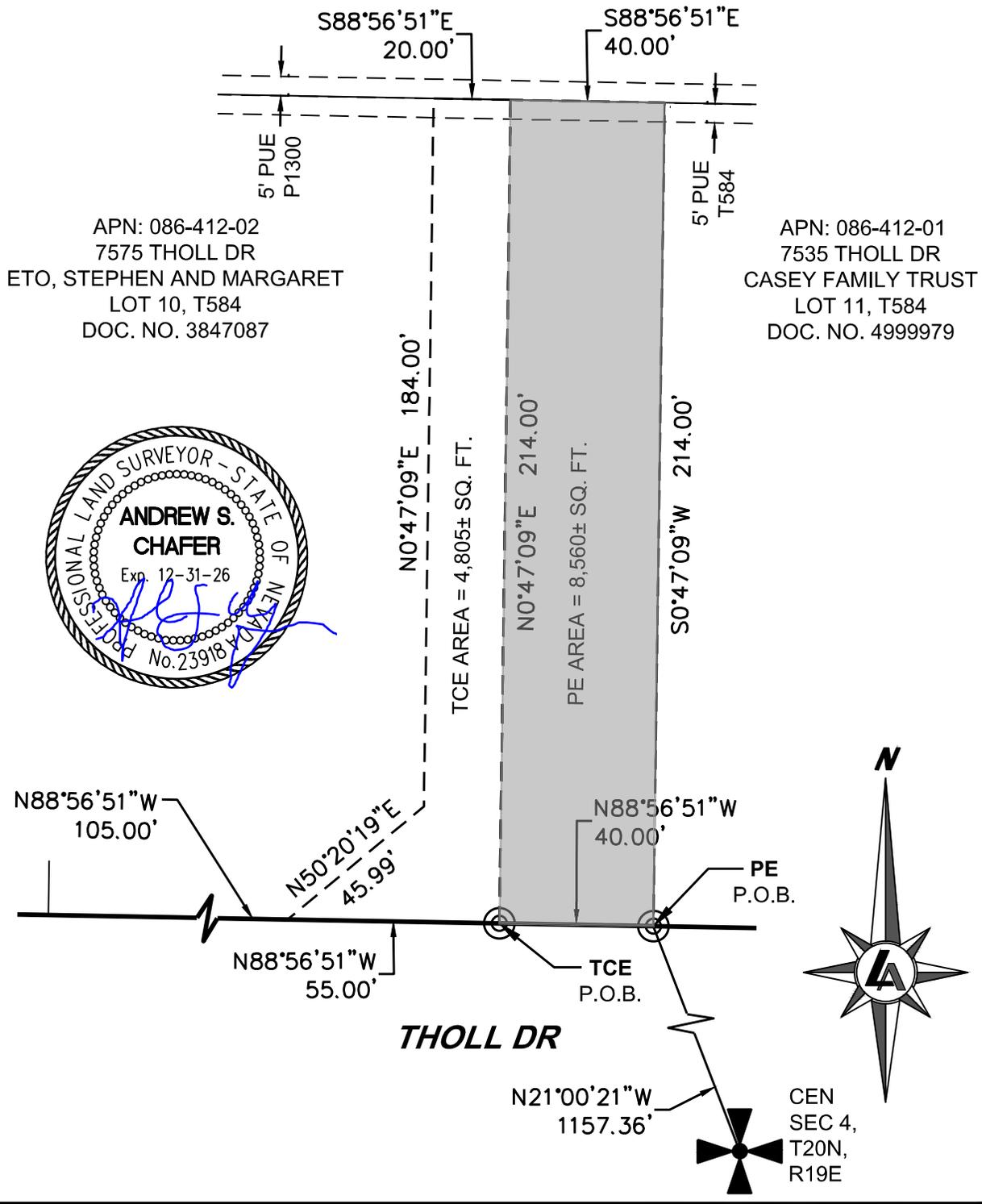
Prepared by:

Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.07.22 14:12:33-07'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762






 3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF 7575 THOLL DR
APN: 086-412-02
PORTION OF SEC. 04, T20N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 07/15/2025
 SCALE: 1" = 40'
 JOB NO: 11026.000

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the Northwest 1/4 of Section 4, Township 20 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Lot 10 as shown and delineated on that certain map entitled RACHO SUBDIVISION NO. 1, Tract Map No. 584, recorded on May 20, 1958, as File No. 287744, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the center of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE North 21°00'21" West, 1157.36 feet to the southeasterly corner of said Lot 10, said point also being on the northerly right-of-way of Tholl Drive;

THENCE westerly along said northerly right-of-way of Tholl Drive and the southerly line of said Lot 10, North 88°56'51" West, 40.00 feet, to the **POINT OF BEGINNING**;

THENCE continuing along said northerly right-of-way of Tholl Drive and said southerly line of said Lot 10, North 88°56'51" West, 55.00 feet;

THENCE leaving said northerly right-of-way of Tholl Drive and said southerly line of said Lot 10, North 50°20'19" East, 45.99 feet;

THENCE North 0°47'09" East, 184.00 feet, to a point along the northerly line of said Lot 10;

THENCE easterly along the said northerly line of said Lot 10, South 88°56'51" East, 20.00 feet;

THENCE leaving said northerly line of said Lot 10, South 0°47'09" West, 214.00 feet, to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 4,805 square feet, more or less.

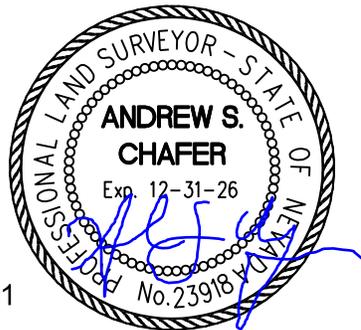
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

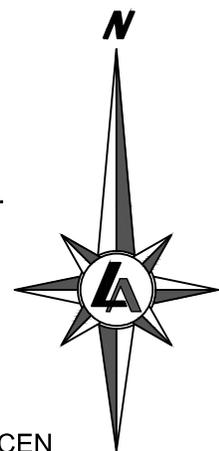
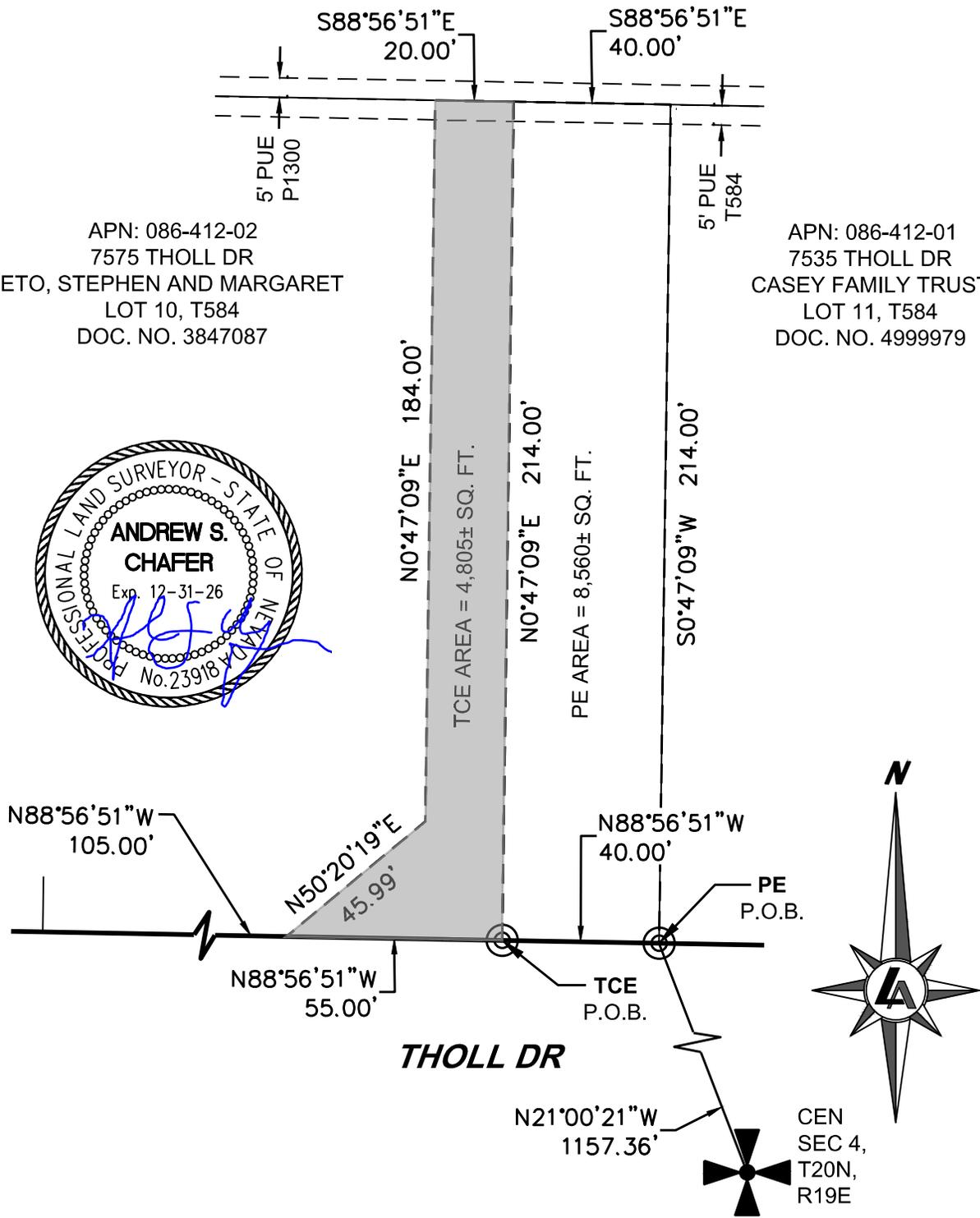
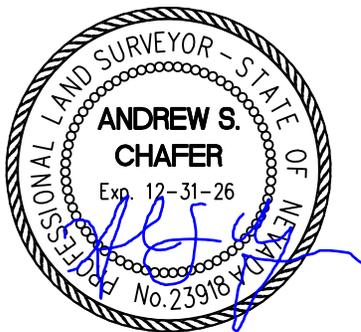
Andrew Chafer
Digitally signed by Andrew Chafer
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E=achafer@lumosinc.com,
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Reason: I am the author of this
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Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762



APN: 086-412-02
 7575 THOLL DR
 ETO, STEPHEN AND MARGARET
 LOT 10, T584
 DOC. NO. 3847087

APN: 086-412-01
 7535 THOLL DR
 CASEY FAMILY TRUST
 LOT 11, T584
 DOC. NO. 4999979



LUMOS & ASSOCIATES
 3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF 7575 THOLL DR
APN: 086-412-02
PORTION OF SEC. 04, T20N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 07/15/2025
 SCALE: 1" = 40'
 JOB NO: 11026.000



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.4.9

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Resolution of Condemnation- DR Horton INC NNV

RECOMMENDED ACTION

Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire two fee simple interests in portions of APN 552-540-01 and 552-540-02, a permanent utility easement on portions of APN 552-540-01 and 552-540-02, and two temporary construction easement interests on portions of APN 552-540-01 and 552-554-08, from DR Horton INC NNV, which are needed to construct the Military Road Capacity & Safety Project.

BACKGROUND AND DISCUSSION

The purpose of the project is to construct capacity roadways, multi-use path, drainage improvements and safety improvements along Military Road between Lemmon Drive and Lear Blvd. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in Spring 2026.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated May 24, 2023, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire these specific property interests from DR Horton INC NNV in order to construct the project.

DR Horton INC NNV is the owner of record. RTC has been working with the property owner to purchase the property interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to authorize RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to continue efforts to reach a mutually acceptable agreement. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

FISCAL IMPACT

The costs to acquire property rights has been budgeted; however, the actual fiscal impact cannot be determined at this time.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

RESOLUTION OF CONDEMNATION 26-05

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated May 24, 2023, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Military Road Capacity & Safety Project (the “Project”); and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is DR Horton INC NNV.

NOW, THEREFORE, BE IT RESOLVED, that RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: (1) a fee simple interest in a portion of APN 552-540-01; (2) a fee simple interest in a portion of APN 552-540-02; (3) a public utility easement on portions of APN 552-540-01 and APN 552-540-02; and (4) a temporary construction easement on a portion of APN 552-551-01; and (5) a temporary construction easement on a portion of APN 552-554-08 (collectively, the “Property Rights”). The Property Rights are depicted in the metes and bounds descriptions and design drawings attached hereto.

2. That RTC staff has previously contacted the owner(s) about the Property Rights. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Rights through purchase have been unsuccessful to date.

3. That the Property Rights to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.

4. That the Property Rights described herein are necessary for such public use.

5. By certified mail sent on January 2, 2026, proper notice of the RTC's intent to consider eminent domain action to acquire the Property Rights of the above referenced owner(s) has been given as required by NRS 241.034.

NOW, THEREFORE, BE IT FURTHER RESOLVED, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Rights.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Rights.

3. That RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Rights for the construction of the Project, upon complying with conditions imposed by law.

PASSED, ADOPTED AND APPROVED on January 16, 2026.

Alexis Hill, Chair
Regional Transportation Commission of Washoe County

Attachments

1. Exhibit “A” and “B” for Ptn. of APN 552-540-01 – Fee Simple Interest
2. Exhibit “A” and “B” for Ptn. of APN 552-540-02 – Fee Simple Interest
3. Form easement document and Exhibits “A” and “A-1” for Ptns. of APN 552-540-01 and 552-540-02 – Public Utility Easement
4. Exhibit “A” and “B” for Ptn. of APN 552-551-01 – Temporary Construction Easement
5. Exhibit “A” and “B” for Ptn. of APN 552-554-08 – Temporary Construction Easement

A portion of APN 552-540-01
FEE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the Northwest 1/4 of Section 4, Township 20 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of COMMON AREA "A" as shown and delineated on that certain map entitled OFFICIAL PLAT OF MILITARY 8, Tract Map No. 5510, recorded on October 11, 2022, as File No. 5338433, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the northerly quarter corner of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE South 37°31'34" West, 597.63 feet to a point on the southwesterly line of said Common Area "A", said point being the **POINT OF BEGINNING**;

THENCE northwesterly along said southwesterly line of said Common Area "A", North 33°17'30" West, 330.55 feet to the northerly line of said Common Area "A" and the southerly right-of-way of Avid Drive;

THENCE along the northwesterly line of said Common Area "A" and said southerly right-of-way of Avid Drive, North 11°42'30" East 4.88 feet;

THENCE leaving said northwesterly line of said Common Area "A" and said southerly right-of-way of Avid Drive, South 33°17'30" East, 232.32 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1500.00 feet;

THENCE southeasterly along said curve a distance of 101.76 feet, through a central angle of 3°53'12" to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 1029 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

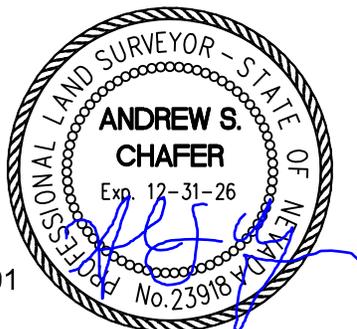
Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

Andrew Chafer

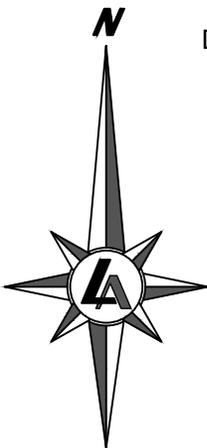
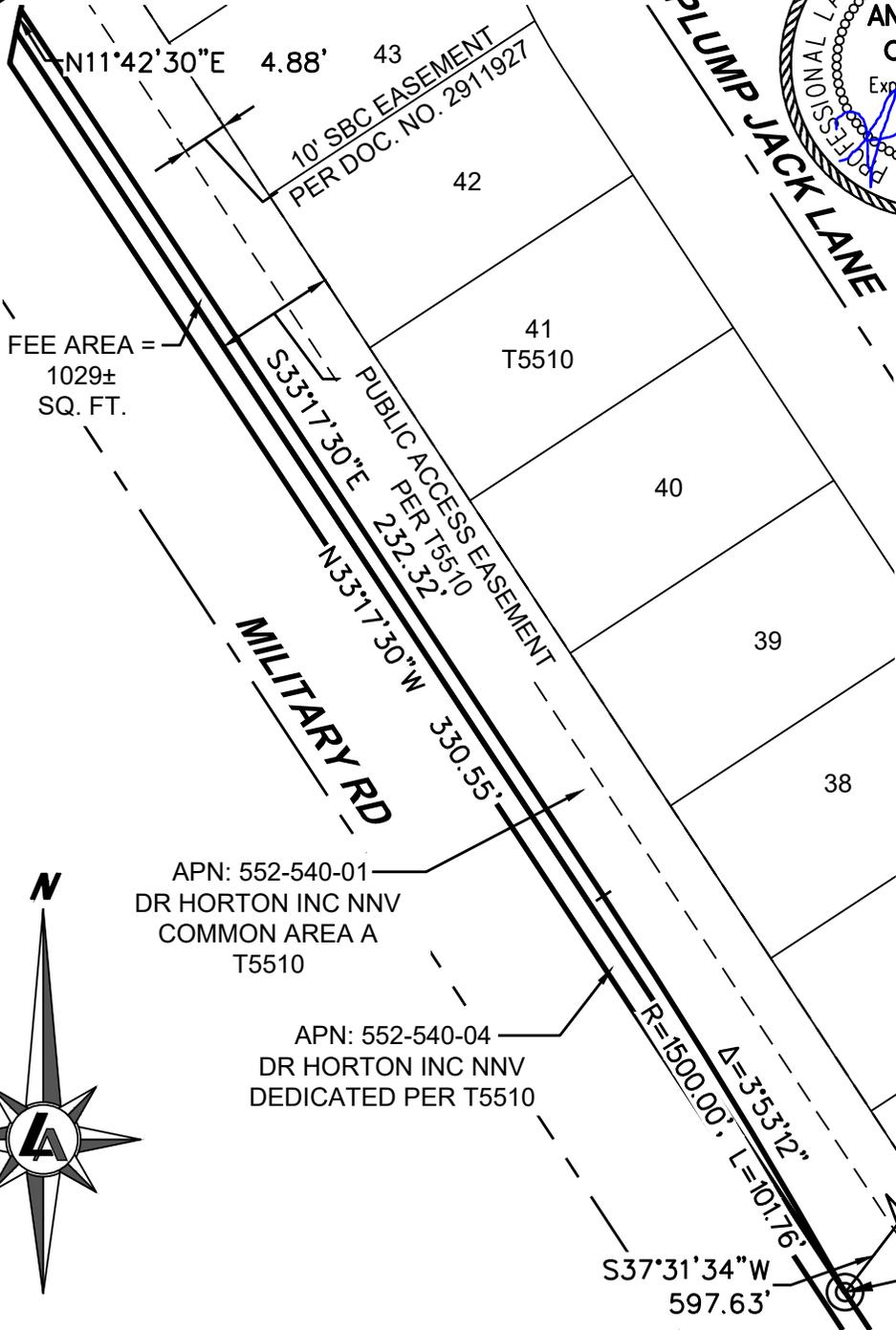
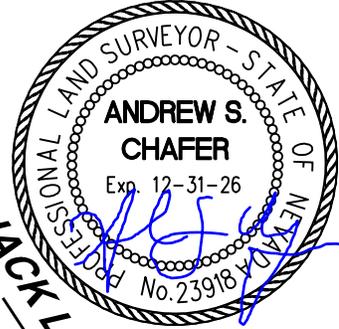
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Date: 2025.05.27 15:13:12-07'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762



AVID DRIVE

PLUMP JACK LANE



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF COMMON AREA A, T5510
PORTION OF SEC. 4, T20N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 12/1/2025
SCALE: 1" = 40'
JOB NO: 11026.000

A portion of APN 552-540-02
FEE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the Northwest 1/4 of Section 4, Township 20 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of COMMON AREA "B" as shown and delineated on that certain map entitled OFFICIAL PLAT OF MILITARY 8, Tract Map No. 5510, recorded on October 11, 2022, as File No. 5338433, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the northerly quarter corner of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE North $89^{\circ}11'16''$ West, 667.85 feet to a point on the northerly line of said Common Area "B", said point being the **POINT OF BEGINNING**, and the beginning of a non-tangent curve, concave southwesterly, having a radius of 296.36 feet, the radius point of said curve bears South $64^{\circ}48'15''$ West;

THENCE leaving said northerly line of said Common Area "B", southwesterly along said curve a distance of 15.10 feet through a central angle of $2^{\circ}55'06''$, to the beginning of a reverse curve, concave northeasterly, having a radius of 300.00 feet;

THENCE southwesterly along said curve a distance of 57.53 feet, through a central angle of $10^{\circ}59'17''$;

THENCE South $33^{\circ}17'30''$ East, 72.49 feet to a point on the southerly line of said Common Area "B" and the northerly right-of-way of Avid Drive;

THENCE northwesterly along said southerly line of said Common Area "B" and said northerly right-of-way of Avid Drive, North $78^{\circ}17'30''$ West, 4.88 feet;

THENCE leaving said northerly right-of-way of Avid Drive and along the westerly line of said Common Area "B" North $33^{\circ}17'30''$ West, 148.86 feet to the northerly line of said Common Area "B";

THENCE along the northerly line of said Common Area "B" South $89^{\circ}11'16''$ East, 13.83 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 743 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

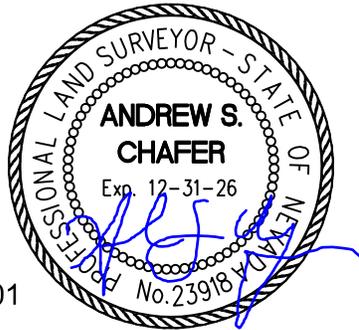
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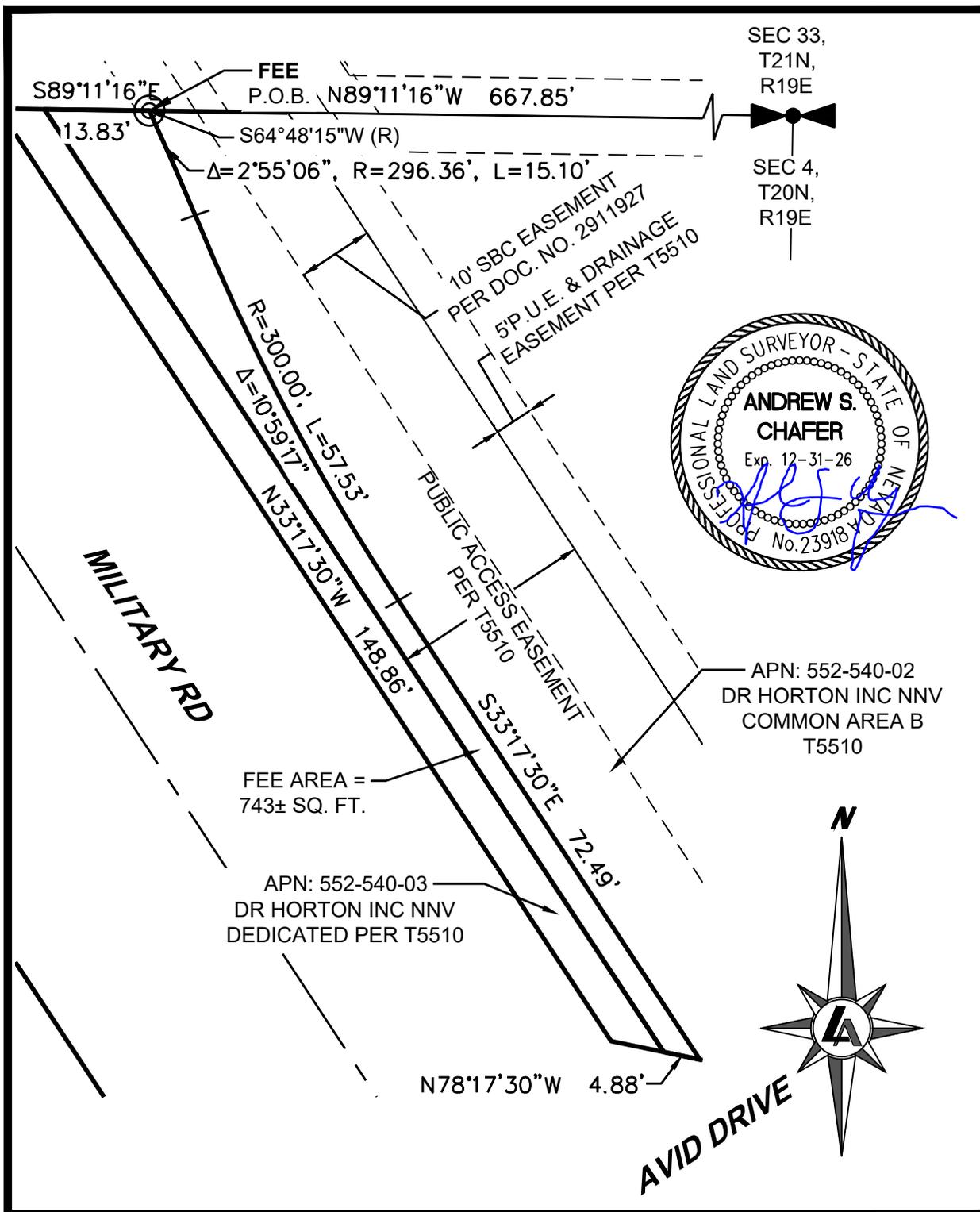
Prepared by:

Andrew Chafer

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LUMOS & ASSOCIATES
 3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF COMMON AREA B, T5510
PORTION OF SEC. 4, T20N, R19E, MDM

WASHOE COUNTY **NEVADA**

DATE: 12/1/2025
 SCALE: 1" = 20'
 JOB NO: 11026.000

APN(s): 552-540-01 & 552-540-02

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

Land Resources
NV Energy
P.O. Box 10100 MS S5A01
Reno, NV 89520

GRANT OF EASEMENT

DHIR – RENO I, LLC, a Delaware limited liability company, (“**Grantor**”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to **Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy (“Grantee”)** and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements (“**Utility Facilities**”) upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

APN(s): 552-540-01 & 552-540-02
RW# RW-0604-2025
Project #: 3012243387
Project Name: E-RTC MILITARY ROAD CAPCITY PROJ-FP-RELO-E-RTC
GOE (Rev. 2017)

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

APN(s): 552-540-01 & 552-540-02

RW# RW-0604-2025

Project #: 3012243387

Project Name: E-RTC MILITARY ROAD CAPACITY PROJ-FP-RELO-E-RTC
GOE (Rev. 2017)



W.O. 3012243387
DHIR-RENO I LLC
APN: 552-540-01

EXHIBIT "A"
EASEMENT

A portion of the Northwest quarter of Section 4, Township 20 North, Range 19 East, M.D.M., Washoe County, Nevada; situated within that Parcel of land described as Common Area "A" of Official Plat of Military 8, Tract Map #5510 recorded as File Number 5338433 on October 11, 2022, Official Records of Washoe County, Nevada.

BEGINNING at the North Corner of Common Area "A" of said Tract Map;

THENCE along northeastern parcel line, South 33°17'11" East, 506.12 feet;

THENCE leaving said eastern parcel line, South 56°42'29" West, 26.52 feet to the western line of said parcel;

THENCE along the southwestern line of said common area, North 33°17'31" West, 479.55 feet;

THENCE leaving the western line of said common area, North 11°42'49" East, 37.57 feet to the POINT OF BEGINNING and the TERMINUS OF THIS DESCRIPTION.

Said Easement contains 13,083 square feet of land, more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Official Plat of Military 8

Prepared by Kenneth J. Mandryk, P.L.S. 21256

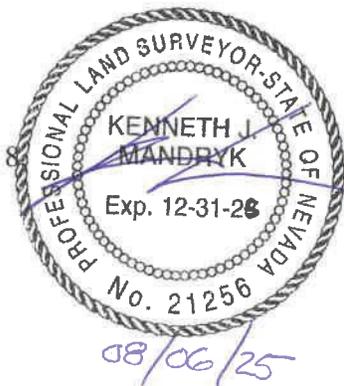
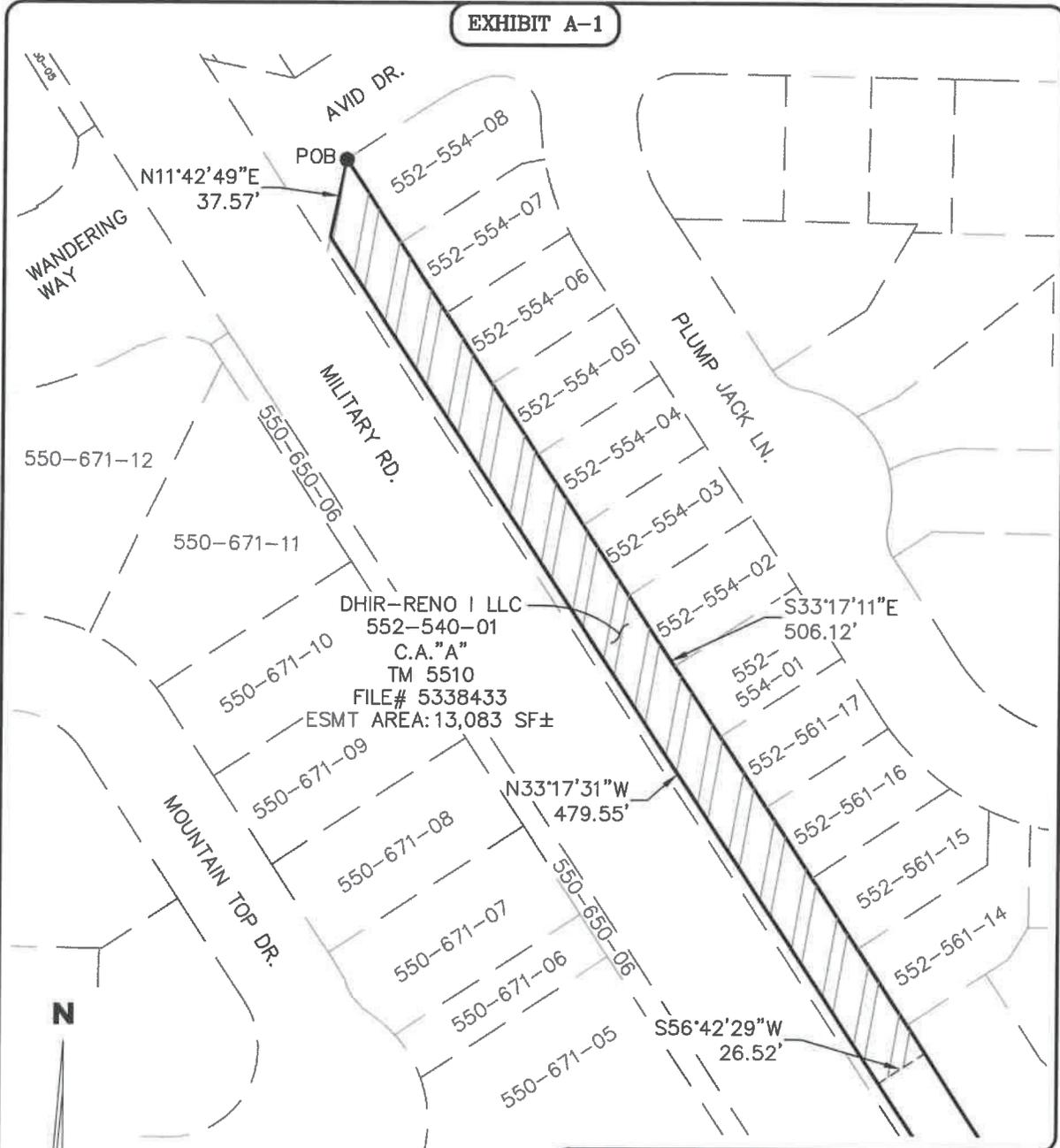


EXHIBIT A-1



SCALE: 1" = 80'

S:\Survey\LAND PROJECTS\606 Line Replacement-3012243387\dwg\3012243387 606 Relocation DHR 552-540-01.dwg <KM36231>
06Aug25-14:51



6100 NEIL RD.
RENO, NV 89511
www.nvenergy.com

EXHIBIT MAP		
EASEMENT		
DHIR-RENO I LLC		
552-540-01		
T.20N R.19E SEC.4 M.D.M.		
RENO	WASHOE COUNTY	NEVADA
08/06/25	1	OF 1



W.O. 3012243387
DHIR-RENO I LLC
APN: 552-540-02

EXHIBIT "A"
EASEMENT

A portion of the Northwest quarter of Section 4, Township 20 North, Range 19 East, M.D.M., Washoe County, Nevada; situated within that Parcel of land described as Common Area "B" of Official Plat of Military 8, Tract Map #5510 recorded as File Number 5338433 on October 11, 2022, Official Records of Washoe County, Nevada.

COMMENCING at the Northeast Corner of said parcel;

THENCE along the eastern line of said parcel, South 33°17'11" East, 84.45 feet to the POINT OF BEGINNING;

THENCE Continuing along eastern parcel line, South 33°17'11" East, 72.98 feet;

THENCE leaving said eastern parcel line, North 78°17'13" West, 37.57 feet to the western line of said parcel;

THENCE along the western line of said parcel, North 33°17'31" West, 46.41 feet;

THENCE leaving the western line of said parcel, North 56°42'49" East, 26.57 feet to the POINT OF BEGINNING and the TERMINUS OF THIS DESCRIPTION..

Said Easement contains 1,586 square feet of land, more or less.

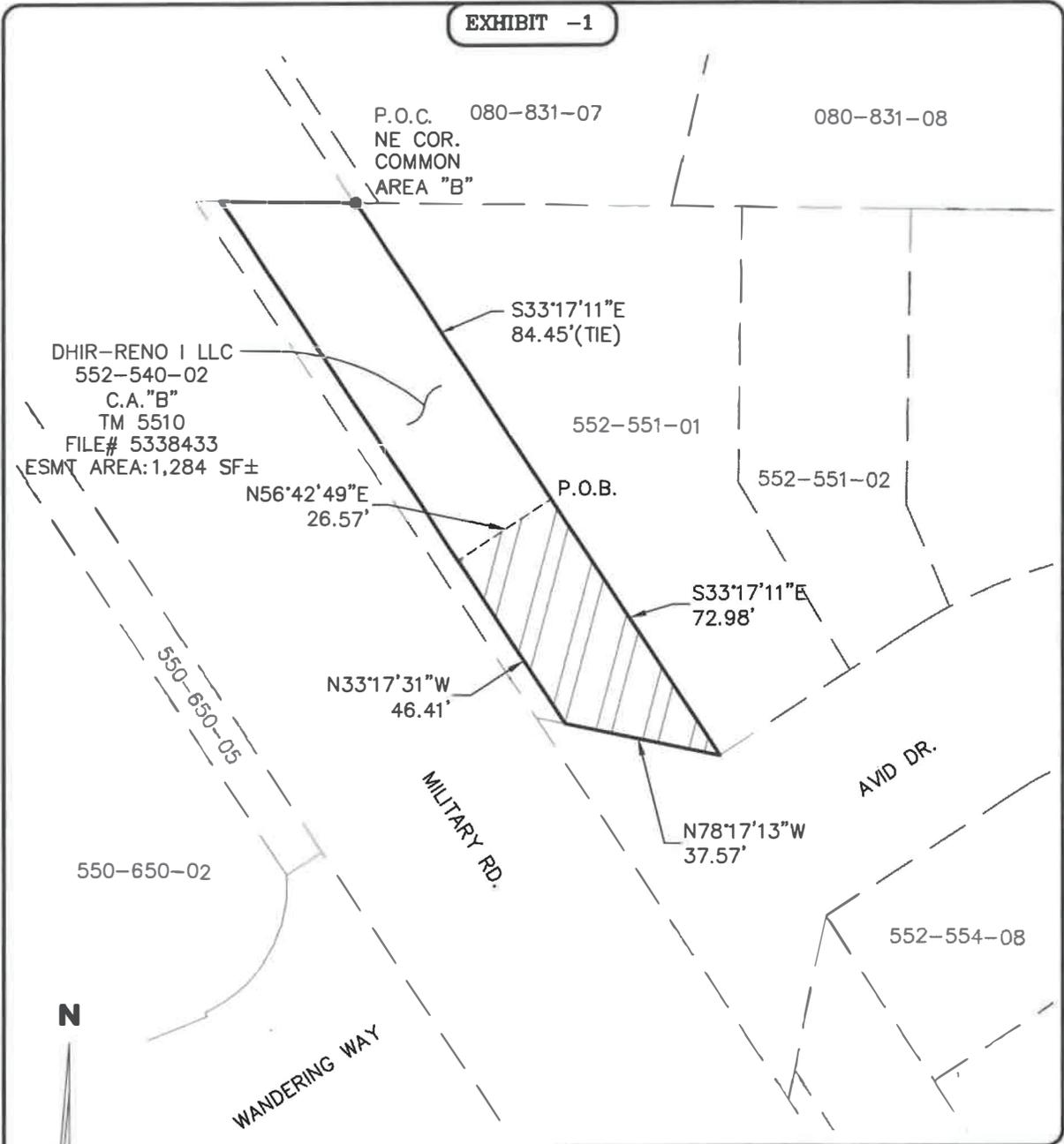
See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Official Plat of Military 8.

Prepared by Kenneth J. Mandryk, P.L.S. 21256



EXHIBIT -1



SCALE: 1" = 40'
 S:\Survey\LAND PROJECTS\606 Line Replacement-3012243387\dwg\
 3012243387 606 Relocation DHIR.dwg <KM36231>
 4Jul25-11:08

NVEnergy 6100 NEIL RD.
 RENO, NV 89511
 .nvener gy.com

EXHIBIT MAP
EASEMENT
DHIR-RENO I LLC
552-540-02

T.20N R.19E SEC.4 M.D.M.		
RENO	WASHOE COUNTY	NEVADA
07/24/25	1	1

A portion of APN 552-551-01
TCE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the Northwest 1/4 of Section 4, Township 20 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Lot 1 as shown and delineated on that certain map entitled OFFICIAL PLAT OF MILITARY 8, Subdivision Tract Map No. 5510, recorded on October 11, 2022, as File No. 5338433, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the northwesterly corner of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE South 85°30'50" East, 2029.28 feet to the southerly corner of said Lot 1 of Tract Map 5510 of the County of Washoe, State of Nevada, said point also being the intersection of the northeasterly right-of-way of Military Road and the northwesterly right-of-way of Avid Drive, said point also being the **POINT OF BEGINNING**;

THENCE northerly along said northeasterly right-of-way of Military Road, North 33°17'30" West, 5.00 feet;

THENCE leaving said right-of-way, North 56°42'30" East, 21.12 feet;

THENCE South 33°17'30" East, 5.00 feet to a point on the northerly line of Avid Drive;

THENCE southwesterly along said right-of-way, South 56°42'30" West, 21.12 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 106 square feet, more or less.

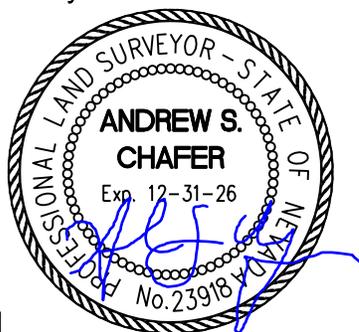
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

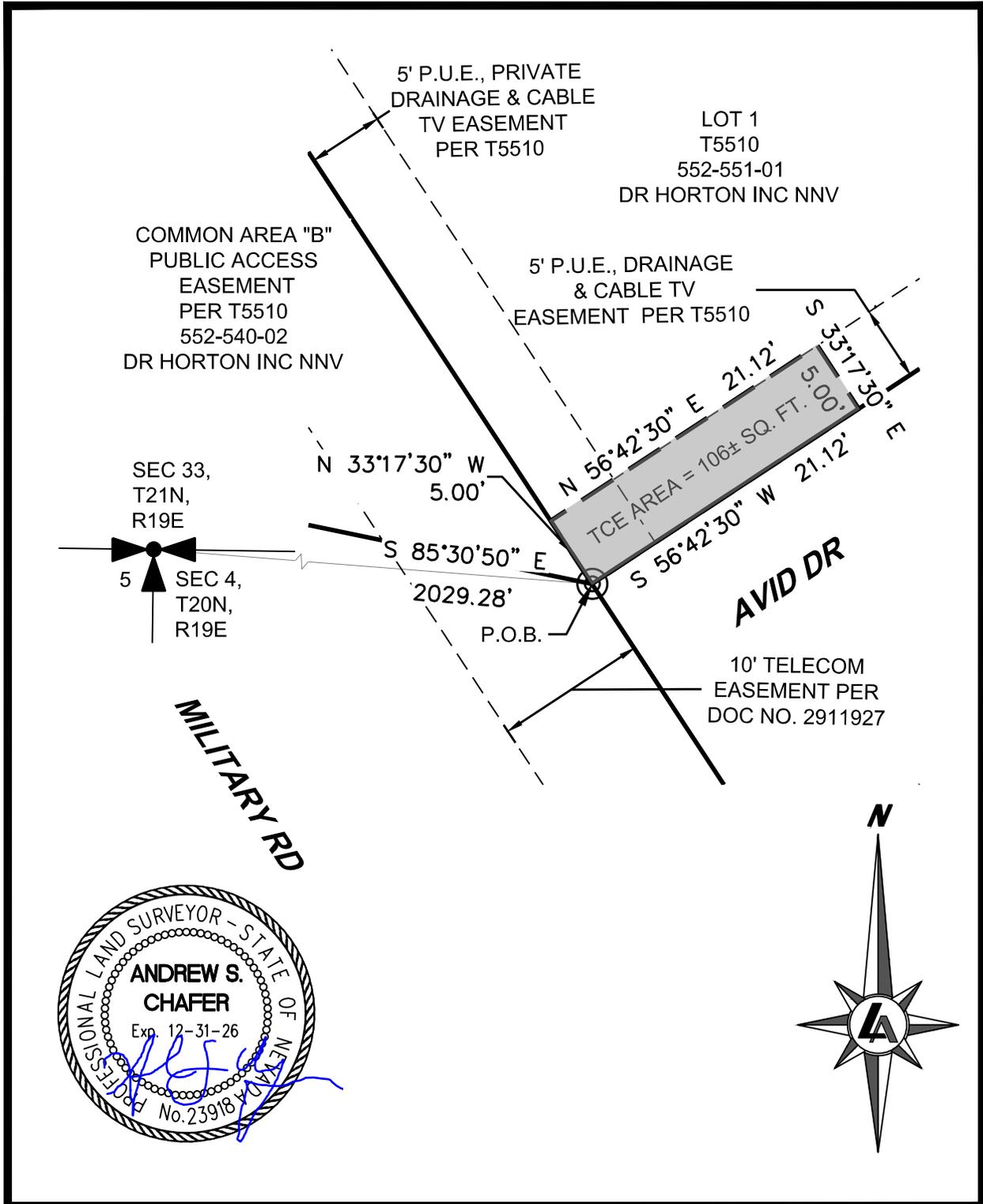
Prepared by:

Andrew Chafer

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E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
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Date: 2024.12.12 15:11:25-08'00'



Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762




 3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF LOT 1, T5510
A.P.N. 552-551-01
PORTION OF SEC. 4, T20N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 12/11/2024
 SCALE: 1" = 10'
 JOB NO: 11026.000

A portion of APN 552-554-08
TCE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the Northwest 1/4 of Section 4, Township 20 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Lot 44 as shown and delineated on that certain map entitled OFFICIAL PLAT OF MILITARY 8, Subdivision Tract Map No. 5510, recorded on October 11, 2022, as File No. 5338433, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the northwesterly corner of Section 4, Township 20 North, Range 19 East, M.D.M.;

THENCE South 84°30'05" East, 2057.78 feet to the westerly corner of said Lot 44 of Tract Map 5510 of the County of Washoe, State of Nevada, said point also being the intersection of the northeasterly right-of-way of Military Road and the southeasterly right-of-way of Avid Drive, said point also being the **POINT OF BEGINNING**;

THENCE northeasterly along said southerly right-of-way of Avid Drive, North 56°42'30" East, 21.47 feet;

THENCE leaving said right-of-way, South 33°17'30" East, 5.00 feet;

THENCE South 56°42'30" West, 21.47 feet to a point on the northeasterly line of Military Road;

THENCE northwesterly along said right-of-way, North 33°17'30" West, 5.00 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 107 square feet, more or less.

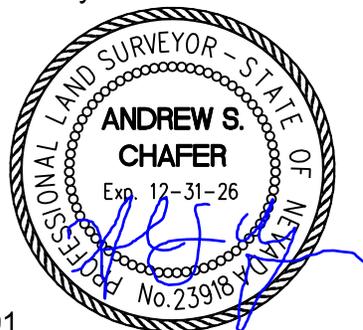
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

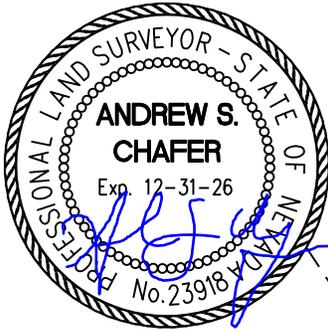
Prepared by:

Andrew Chafer

Digitally signed by Andrew Chafer
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E=achafer@lumosinc.com,
O=Lumos & Associates,
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Reason: I am the author of this
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Date: 2024.12.12 15:20:45-08'00'



Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762



AVID DR

5' P.U.E., PRIVATE DRAINAGE,
& CABLE TV EASEMENT
PER T5510

SEC 33,
T21N,
R19E

5

SEC 4,
T20N,
R19E

P.O.B.

S 84°30'05" E
2057.78'

N 56°42'30" E 21.47'

TCE AREA = 107± SQ. FT.

S 33°17'30" E
5.00'

N 33°17'30" W
5.00'

5' P.U.E., PRIVATE DRAINAGE
& CABLE TV EASEMENT
PER T5510

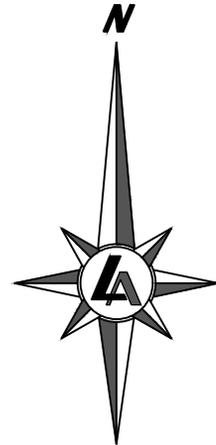
MILITARY RD

10' TELECOM
EASEMENT
PER DOC
NO. 2911927

LOT 44
T5510
552-554-08
DR HORTON INC NNV

COMMON AREA "A"
PUBLIC ACCESS
EASEMENT PER T5510
552-540-01
DR HORTON INC NNV

PUBLIC RIGHT-OF-WAY
DEDICATED PER T5510
552-540-04
DR HORTON INC NNV



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF LOT 44, T5510
A.P.N. 552-554-08
PORTION OF SEC. 4, T20N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 12/1/2025
SCALE: 1" = 10'
JOB NO: 11026.000



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.4.10

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Resolution of Condemnation - SREIT 10990 Lear, LLC

RECOMMENDED ACTION

Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, two permanent easements on, a relocated public utility easement on, and two temporary construction easements on, portions of APN 568-032-01 from SREIT 10990 Lear, LLC, which are needed to construct the Military Road Capacity & Safety Project.

BACKGROUND AND DISCUSSION

The purpose of the project is to construct capacity roadways, multi-use path, drainage improvements and safety improvements along Military Road between Lemmon Drive and Lear Blvd. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in Spring 2026.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated May 24, 2023, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire these specific property interests from SREIT 10990 Lear, LLC in order to construct the project.

SREIT 10990 Lear, LLC is the owner of record. RTC has been working with the property owner to purchase the property interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to authorize RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to continue efforts to reach a mutually acceptable agreement. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

FISCAL IMPACT

The costs to acquire property rights has been budgeted; however, the actual fiscal impact cannot be determined at this time.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

RESOLUTION OF CONDEMNATION 26-06

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, the RTC approved the FY 2026 Program of Projects for the Regional Street & Highway Program, which included the Military Road Capacity & Safety Project (the “Project”); and

WHEREAS, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated May 24, 2023, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Project; and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to RTC, is SREIT 10990 Lear, LLC.

NOW, THEREFORE, BE IT RESOLVED, that RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: (1) a fee simple interest in a portion of APN 568-032-01; (2) two permanent easements on portions of APN 568-032-01; (3) a relocated public utility easement on a portion of APN 568-032-01; and (4) two temporary construction easements on portions of APN 568-032-01 (collectively, the “Property Rights”). The Property Rights are depicted in the metes and bounds descriptions and design drawings attached hereto.

2. That RTC staff has previously contacted the owner(s) about the Property Rights. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Rights through purchase have been unsuccessful to date.

3. That the Property Rights to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.

4. That the Property Rights described herein are necessary for such public use.

5. By certified mail sent on January 2, 2026, proper notice of the RTC's intent to consider eminent domain action to acquire the Property Rights of the above referenced owner(s) has been given as required by NRS 241.034.

NOW, THEREFORE, BE IT FURTHER RESOLVED, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Rights.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Rights.

3. That RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Rights for the construction of the Project, upon complying with conditions imposed by law.

PASSED, ADOPTED AND APPROVED on January 16, 2026.

Alexis Hill, Chair
Regional Transportation Commission of Washoe County

Attachments

1. Exhibit “A” and “B” for Ptn. of APN 568-032-01 – Fee Simple Interest
2. Form easement documents and Exhibit “A” and “B” for Ptns. of APN 568-032-01 – Two Permanent Easements
3. Form easement document and Exhibit “A” and “B” for Ptn. of APN 568-032-01 – Public Utility Easement
4. Exhibits “A” and “B” for Ptns. of APN 568-032-01 – Two Temporary Construction Easements

A portion of APN
568-032-01 FEE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the West 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Parcel D2-A as shown and delineated on that certain map entitled RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR DP OPERATING PARTNERSHIP, LP, Record of Survey Map No. 3736, recorded on February 24, 2000, as File No. 2424702, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 11°42'06" East, 2941.26 feet to a point on the northwesterly line of said Parcel D2-A of Record of Survey Map 3736 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road said point being the **POINT OF BEGINNING**, and the beginning of a non-tangent curve, concave southeasterly, having a radius of 54.00 feet, the radius point of said curve bears North 87°54'28" East;

THENCE northeasterly along said curve a distance of 55.43 feet, through a central angle of 58°48'30" to the southeasterly right-of-way of Lear Blvd.;

THENCE North 56°42'58" East, 291.94 feet;

THENCE leaving said right-of-way of Lear Blvd. and said line of Parcel D2-A, South 33°17'02" East, 5.00 feet;

THENCE South 56°42'58" West, 292.51 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 60.00 feet;

THENCE southwesterly along said curve a distance of 51.84 feet, through a central angle of 49°30'01" to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.
Containing 1632 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

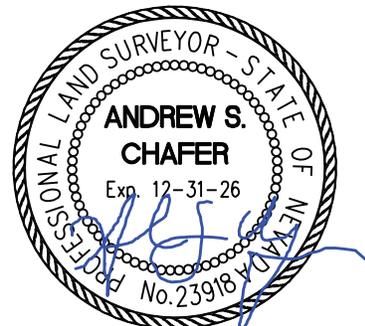
Refer to Exhibit "B" attached hereto and by this reference made a part of.

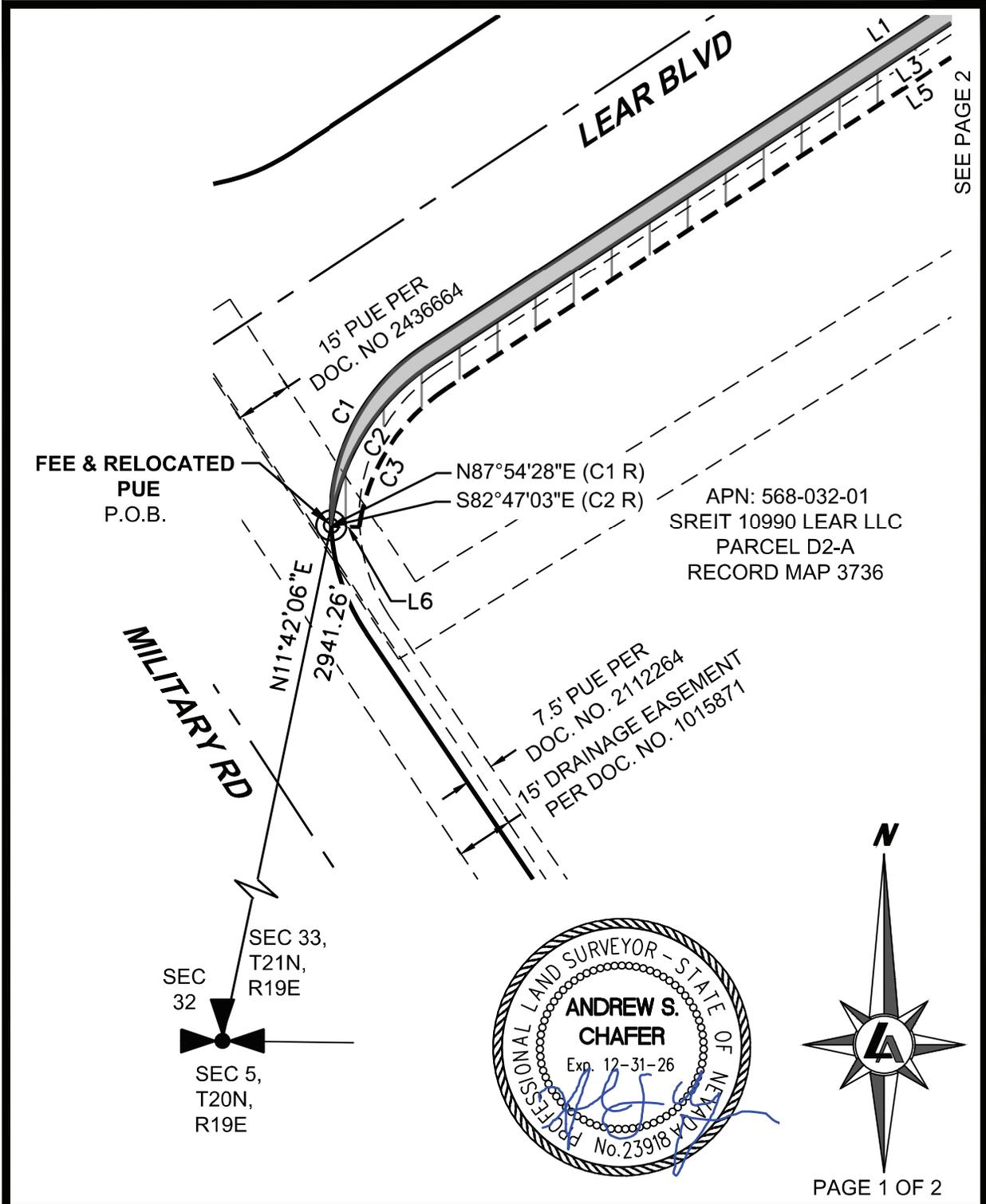
Prepared by:

Andrew Chafer

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E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
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Date: 2025.07.04 14:14:51-07'00'

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El Dorado Hills, CA 95762

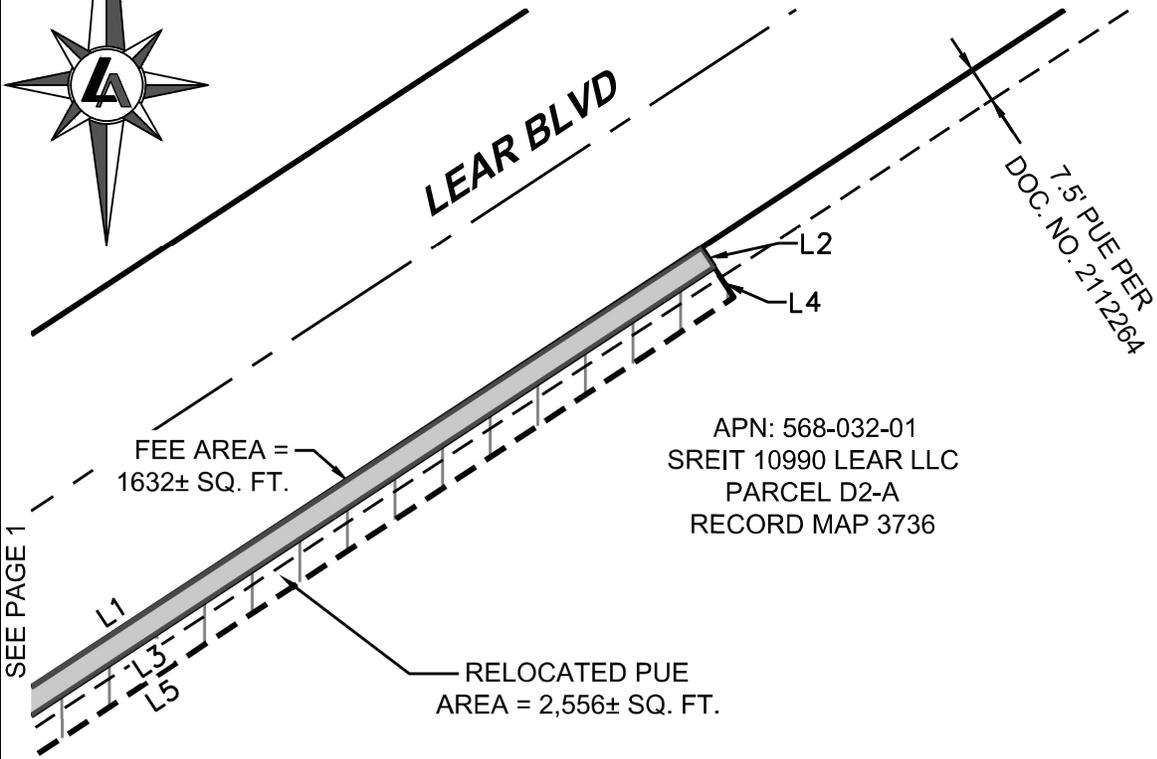
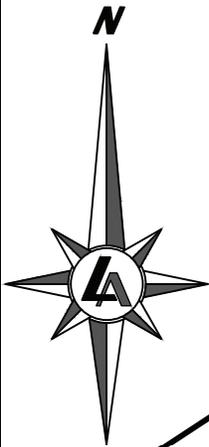




LUMOS & ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF PARCEL D2-A, S3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/27/2025
SCALE: 1" = 40'
JOB NO: 11026.000



LINE TABLE

LINE	BEARING	LENGTH
L1	N56°42'58"E	291.94'
L2	S33°17'02"E	5.00'
L3	S56°42'58"W	292.51'
L4	S33°17'02"E	7.50'
L5	S56°42'58"W	292.51'
L6	N87°27'25"W	7.53'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	58°48'30"	54.00'	55.43'
C2	49°30'01"	60.00'	51.84'
C3	48°49'51"	52.50'	44.74'

PAGE 2 OF 2



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF PARCEL D2-A, RS 3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 3/27/2025

SCALE: 1" = 40'

JOB NO: 11026.000

Ptn. of APN: 568-032-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 568-032-01

PERMANENT EASEMENT

This PERMANENT EASEMENT is made this ____ day of _____, 20____, by SREIT 10990 LEAR, L.L.C., a Delaware limited liability company ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY and the CITY OF RENO (collectively, "GRANTEES").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEES and their assigns forever a permanent easement for the location, construction, and maintenance of Pedestrian Ramp, Public Sidewalk and all related purposes and appurtenances, for public use and right-of-way upon, over and across certain real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

GRANTOR hereby waives, with full knowledge that a Pedestrian Ramp, Public Sidewalk and the necessary appurtenances thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said Pedestrian Ramp, Public Sidewalk and other improvements and appurtenances in said location.

A portion of APN 568-032-01
PE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the West 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Parcel D2-A as shown and delineated on that certain map entitled RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR DP OPERATING PARTNERSHIP, LP, Record of Survey Map No. 3736, recorded on February 24, 2000, as File No. 2424702, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 20°53'11" East, 2563.46 feet to a point on the southwesterly line of said Parcel D2-A of Record of Survey Map 3736 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road;

THENCE northwesterly along said northeasterly right-of-way of Military Road and said southwesterly line of said Parcel D2-A, North 34°00'00" West, 74.30 feet to the **POINT OF BEGINNING**;

THENCE continuing along said right-of-way North 34°00'00" West, 9.92 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 15.00 feet, the radius point of said curve bears North 36°59'05" East;

THENCE leaving said right-of-way of Military Road and southwesterly line of said Parcel D2-A, easterly along said curve a distance of 12.93 feet, through a central angle of 49°24'11";

THENCE South 10°30'30" East, 5.50 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 20.50 feet, the radius point of said curve bears North 11°54'21" West;

THENCE southwesterly along said curve a distance of 7.76 feet, through a central angle of 21°40'37" to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 54 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

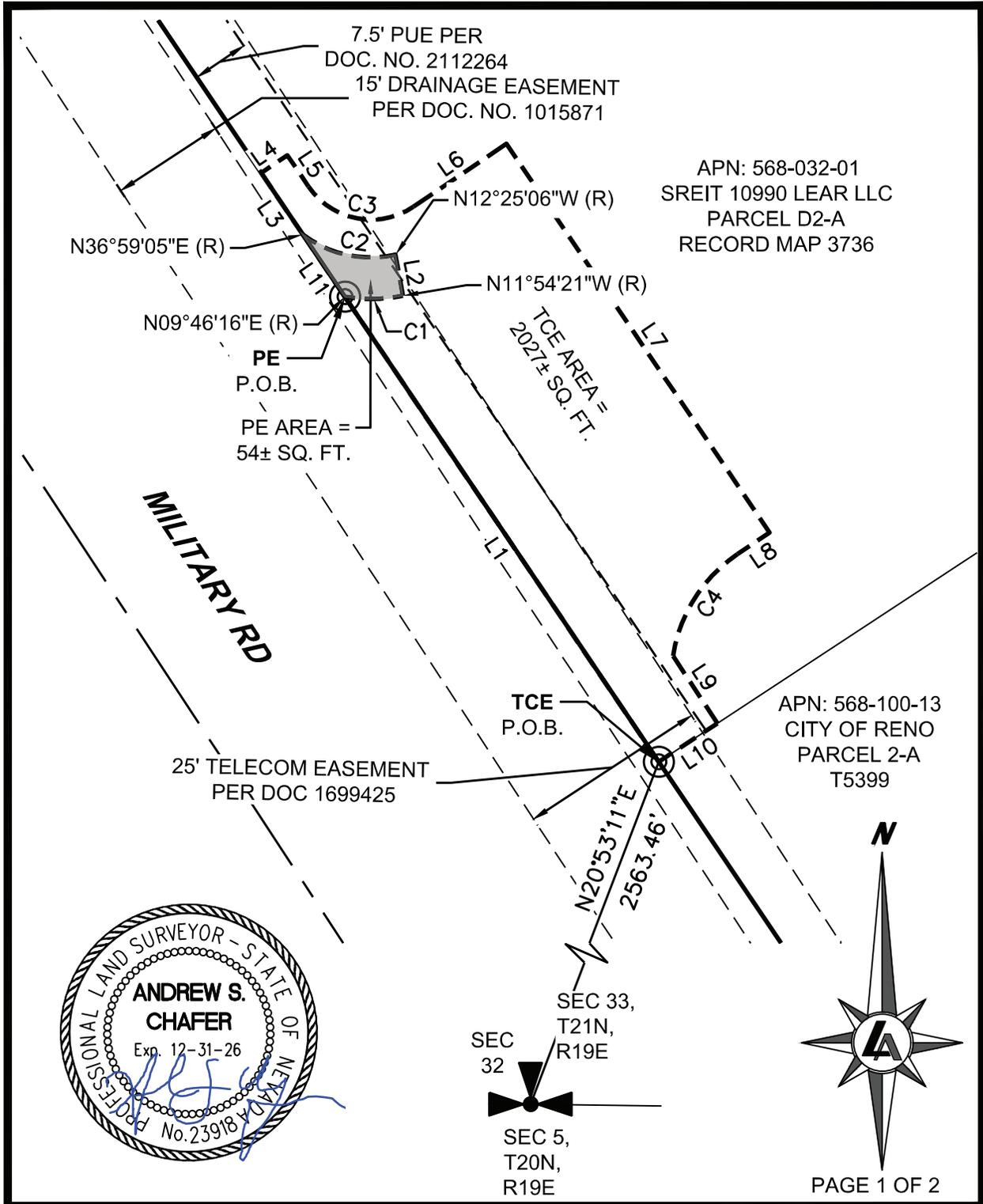
Prepared by:

Andrew Chafer

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E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
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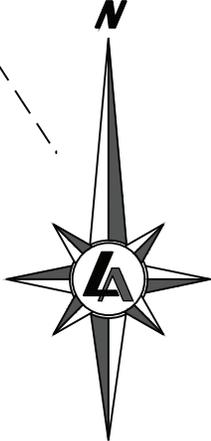
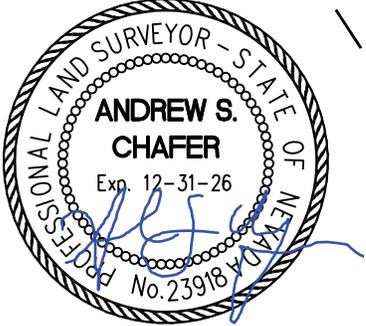
Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





APN: 568-032-01
 SREIT 10990 LEAR LLC
 PARCEL D2-A
 RECORD MAP 3736

APN: 568-100-13
 CITY OF RENO
 PARCEL 2-A
 T5399



SEC 33,
 T21N,
 R19E

SEC 5,
 T20N,
 R19E

PAGE 1 OF 2

3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
PORTION OF PARCEL D2-A, S3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/27/2025
 SCALE: 1" = 20'
 JOB NO: 11026.000

LINE TABLE

LINE	BEARING	LENGTH
L1	N34°00'00"W	74.30'
L2	N10°30'30"W	5.50'
L3	N34°00'00"W	9.86'
L4	N55°52'56"E	4.17'
L5	S34°07'04"E	5.00'
L6	N55°54'58"E	14.87'
L7	S34°05'02"E	62.15'
L8	S55°54'58"W	5.10'
L9	S33°17'02"E	10.69'
L10	S56°42'58"W	9.29'
L11	N34°00'00"W	9.92'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	21°40'37"	20.50'	7.76'
C2	49°24'11"	15.00'	12.93'
C3	89°57'58"	10.00'	15.70'
C4	47°01'28"	20.00'	16.41'

PAGE 2 OF 2



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
PORTION OF PARCEL D2-A, S3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 3/27/2025
SCALE: N/A
JOB NO: 11026.000

Ptn. of APN: 568-032-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 568-032-01

PERMANENT EASEMENT

This PERMANENT EASEMENT is made this _____ day of _____, 20____, by SREIT 10990 LEAR, L.L.C., a Delaware limited liability company ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY and the CITY OF RENO (collectively, "GRANTEES").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEES and their assigns forever a permanent easement for the location, construction, and maintenance of Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and all related purposes and appurtenances, for public use and right-of-way upon, over and across certain real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

GRANTOR hereby waives, with full knowledge that a Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and the necessary appurtenances thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and other improvements and appurtenances in said location.

A portion of APN 568-032-01 PE **EXHIBIT "A"**

JN 11026.000

All that certain real property situate within a portion of the West 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Parcel D2-A as shown and delineated on that certain map entitled RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR DP OPERATING PARTNERSHIP, LP, Record of Survey Map No. 3736, recorded on February 24, 2000, as File No. 2424702, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 12°20'51" East, 2898.17 feet to a point on the southwesterly line of said Parcel D2-A of Record of Survey Map 3736 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road;

THENCE northwesterly along said northeasterly right-of-way of Military Road and said southwesterly line of said Parcel D2-A, North 34°00'00" West, 24.20 feet to the **POINT OF BEGINNING**;

THENCE continuing along said northeasterly right-of-way of Military Road and said southwesterly line of said Parcel D2-A, North 34°00'00" West, 0.77 feet to the beginning of a tangent curve, concave easterly, having a radius of 54.00 feet;

THENCE along said curve a distance of 30.17 feet, through a central angle of 32°00'39" to the beginning of a compound curve, concave southeasterly, having a radius of 60.00 feet;

THENCE leaving said right-of-way and parcel line and northeasterly along said curve a distance of 51.84 feet, through a central angle of 49°30'01";

THENCE North 56°42'58" East, 257.62 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 32.00 feet;

THENCE southeasterly along said curve a distance of 38.98 feet, through a central angle of 69°47'56";

THENCE South 56°52'46" West, 7.00 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 25.00 feet, the radius point of said curve bears South 56°52'46" West;

THENCE northwesterly along said curve a distance of 39.34 feet, through a central angle of 90°09'47";

THENCE South 56°42'58" West, 246.09 feet;

THENCE South 23°44'26" West, 37.66 feet;

THENCE South 11°19'06" West, 5.34 feet;

THENCE South 7°44'17" West, 28.16 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION.**

Containing 2324 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

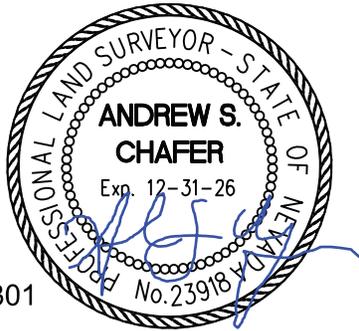
Refer to Exhibit "B" attached hereto and by this reference made a part of.

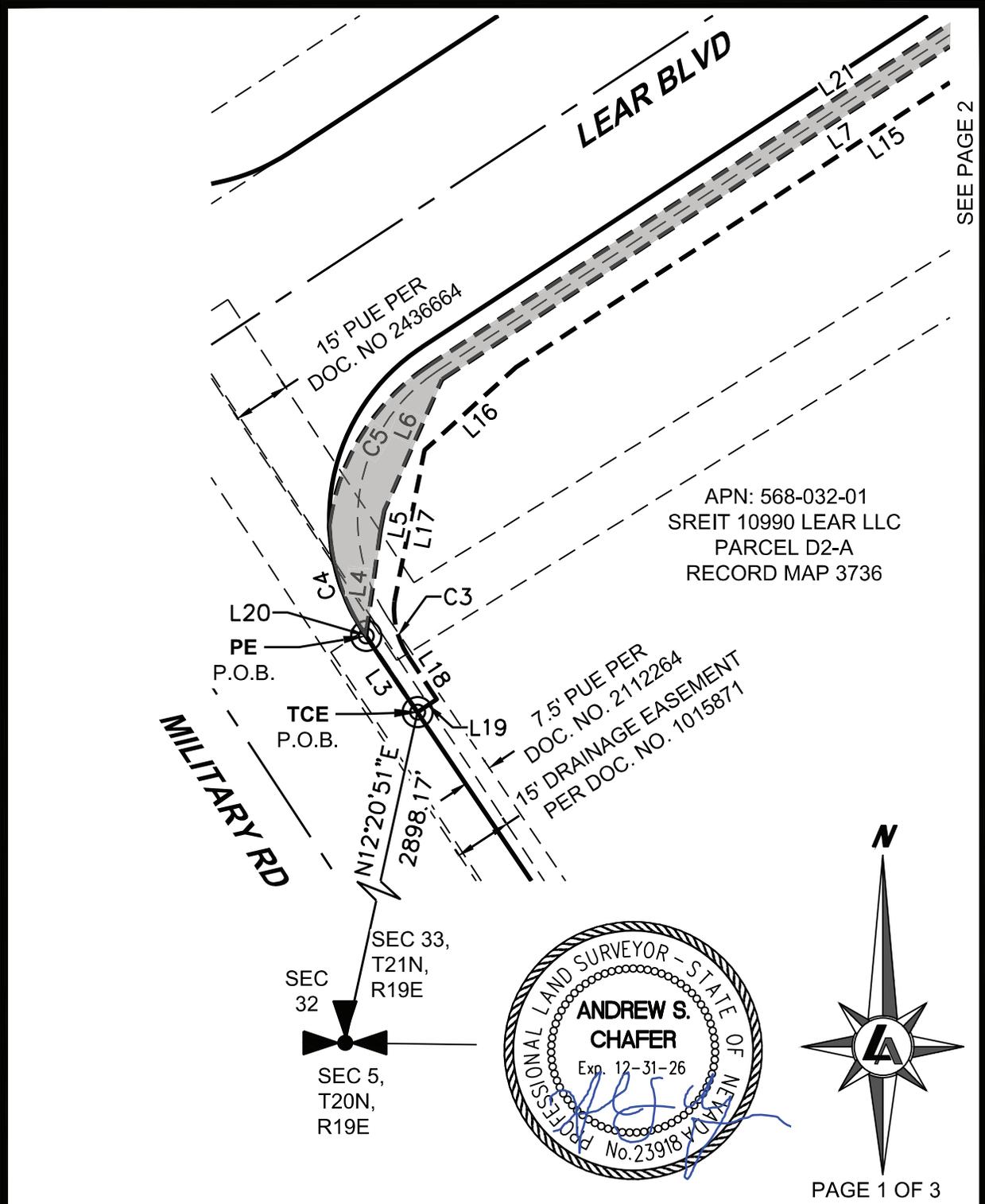
Prepared by:

Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.07.04 11:33:20-07'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

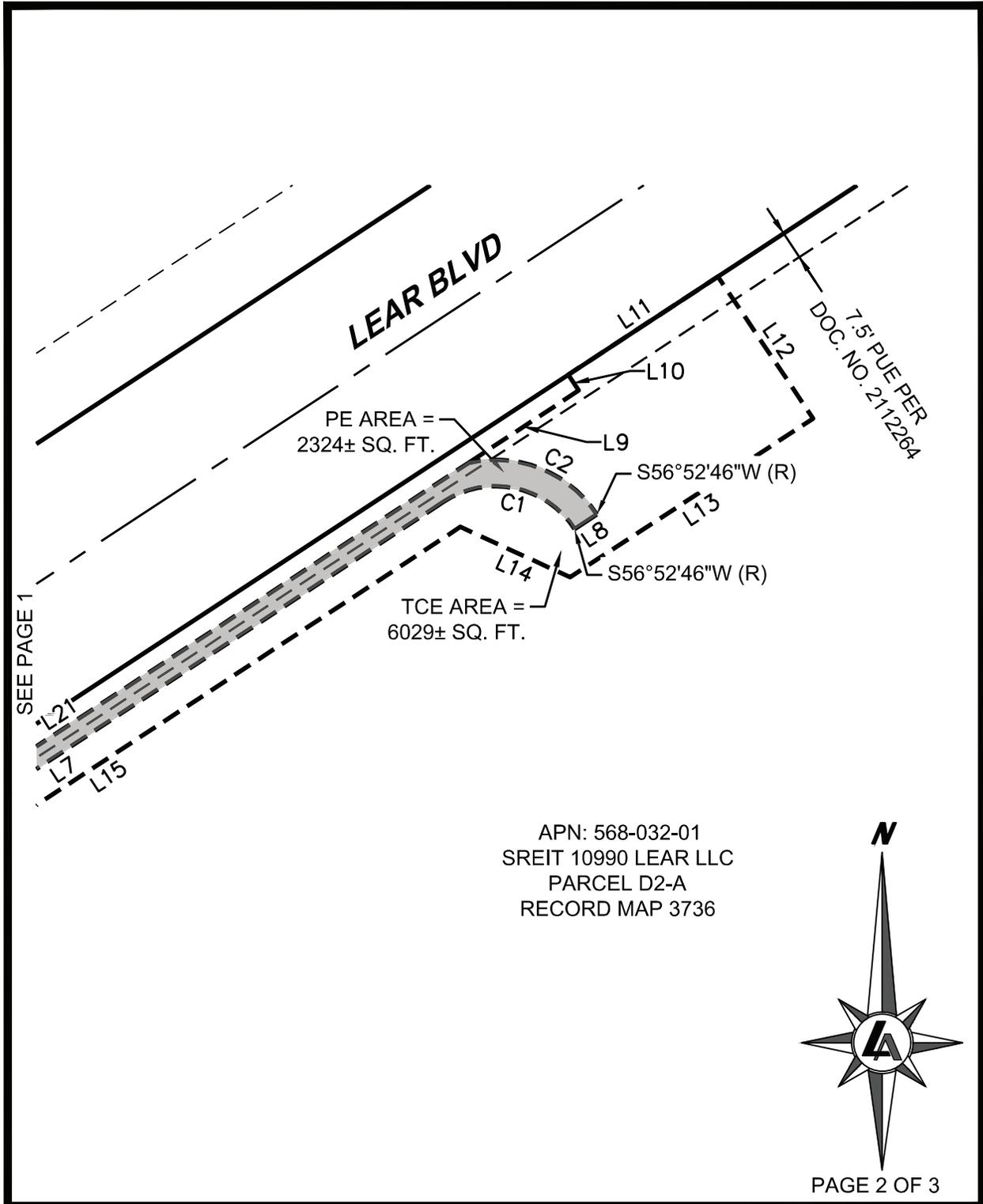




LUMOS
& ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF PARCEL D2-A, S3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 7/2/2025
SCALE: 1" = 40'
JOB NO: 11026.000



LUMOS
& ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF PARCEL D2-A, RS 3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 7/2/2025
SCALE: 1" = 40'
JOB NO: 11026.000

LINE TABLE

LINE	BEARING	LENGTH
L3	N34°00'00"W	24.20'
L4	N7°44'17"E	28.16'
L5	N11°19'06"E	5.34'
L6	N23°44'26"E	37.66'
L7	N56°42'58"E	246.09'
L8	N56°52'46"E	7.00'
L9	N56°42'58"E	34.89'
L10	N33°20'37"W	5.00'
L11	N56°42'58"E	47.37'
L12	S33°51'13"E	45.27'
L13	S56°52'46"W	76.86'
L14	N65°23'24"W	31.93'
L15	S56°42'58"W	228.06'
L16	S47°45'20"W	32.45'
L17	S11°19'04"W	40.60'
L18	S33°19'32"E	13.88'
L19	S55°55'15"W	6.13'
L20	N34°00'00"W	0.77'
L21	N56°42'58"E	257.62'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	90°09'47"	25.00'	39.34'
C2	69°47'56"	32.00'	38.98'
C3	38°52'04"	22.00'	14.92'
C4	32°00'39"	54.00'	30.17'
C5	49°30'01"	60.00'	51.84'

PAGE 3 OF 3



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF PARCEL D2-A, RS 3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 7/2/2025

SCALE: N/A

JOB NO: 11026.000

Ptn. of APN: 568-032-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Chrystal
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 568-032-01

PERMANENT UTILITY EASEMENT

This PERMANENT UTILITY EASEMENT is made this ____ day of _____, 20____, by and among **SREIT 10990 Lear, L.L.C.**, a Delaware limited liability company ("GRANTOR"), **TRUCKEE MEADOWS WATER AUTHORITY**, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277, **SIERRA PACIFIC POWER COMPANY**, a Nevada Corporation d/b/a NV ENERGY, **NEVADA BELL**, a Nevada corporation, and **TCI CABLEVISION OF NEVADA, INC.**, together with their successors and assigns (hereinafter referred to collectively as "GRANTEES").

WITNESSETH

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEES and to their successors and assigns forever:

- 1) To construct, operate, add to, modify, maintain, patrol, and remove communication facilities and electric line systems for the distribution of electricity above ground and underground, consisting of poles, other structures, wires, cables, bollards, transformers, anchors, guys, mains, markers, conduits, pipes, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities"), and service boxes, valve boxes, meters, meter panels, cabinets, bollards, and other equipment, fixtures, apparatus, and improvements and slope improvements ("Additional Utility Facilities") upon, over, under and through the property legally described in Exhibit "A" and

depicted on Exhibit "B", attached hereto and by this reference made a part of this grant of Permanent Utility Easement (the "Easement Area");

- 2) For ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above for all other activities permitted by this agreement, inclusive;
- 3) To remove, clear, cut or trim any obstruction or material (including trees, brush, other vegetation, debris, or any other obstruction and structures) from the surface or subsurface of the Easement Area as GRANTEES may deem necessary or advisable for the safe and proper use and maintenance of Utility Facilities or the Additional Utility Facilities within the Easement Area.

Subject to any applicable limitations in NRS Chapter 41 and otherwise provided herein, GRANTEES will be severally responsible for any damages, proximately caused by such GRANTEE negligently constructing, operating, adding to, maintaining or removing Utility Facilities and/or the Additional Utility Facilities, to any tangible, personal property or improvements owned by GRANTOR and located on the Easement Area on the date GRANTOR signs this grant of Permanent Utility Easement. However, this paragraph does not apply to, and GRANTEES shall not be responsible for, any damages caused when a GRANTEE exercise its rights under numbered paragraph 3 above.

GRANTOR covenants for the benefit of GRANTEE, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of GRANTEE, such structure and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. GRANTEES and GRANTOR must document GRANTEES' consent by both signing GRANTEES' standard, recordable use agreement. GRANTOR retains, for its benefit, the right to maintain, use and others landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses does not interfere with GRANTEES' rights herein and are in all respects consistent with the GRANTEES' rights herein, and, as applicable, GRANTEES' electrical practices and the National Electrical Safety Code. GRANTEES may use this easement and their existing easement rights of record, to provide service to any of their customers.

To the fullest extent permitted by law, GRANTOR and GRANTEES waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement rights granted hereunder. GRANTOR and GRANTEES further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

To hereby waive, with full knowledge, that utility facilities and the necessary incidents thereto are to be located upon, over and across the lands hereinabove described, any claim for

A portion of APN 568-032-01
RELOCATED PUE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the West 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Parcel D2-A as shown and delineated on that certain map entitled RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR DP OPERATING PARTNERSHIP, LP, Record of Survey Map No. 3736, recorded on February 24, 2000, as File No. 2424702, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 11°42'06" East, 2941.26 feet to a point on the northwesterly line of said Parcel D2-A of Record of Survey Map 3736 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point being the **POINT OF BEGINNING**, and the beginning of a non-tangent curve, concave southeasterly having a radius of 60.00 feet, the radius of said curve bears South 82°47'03" East;

THENCE leaving said right-of-way and parcel line and northeasterly along said curve a distance of 51.84 feet, through a central angle of 49°30'01";

THENCE North 56°42'58" East, 292.51 feet;

THENCE South 33°17'02" East, 7.50 feet;

THENCE South 56°42'58" West, 292.51 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 52.50 feet;

THENCE southwesterly along said curve a distance of 44.74 feet, through a central angle of 48°49'51";

THENCE North 87°27'25" West, 7.53 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION.**

Containing 2556 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

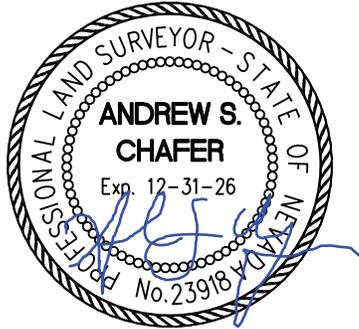
Prepared by:

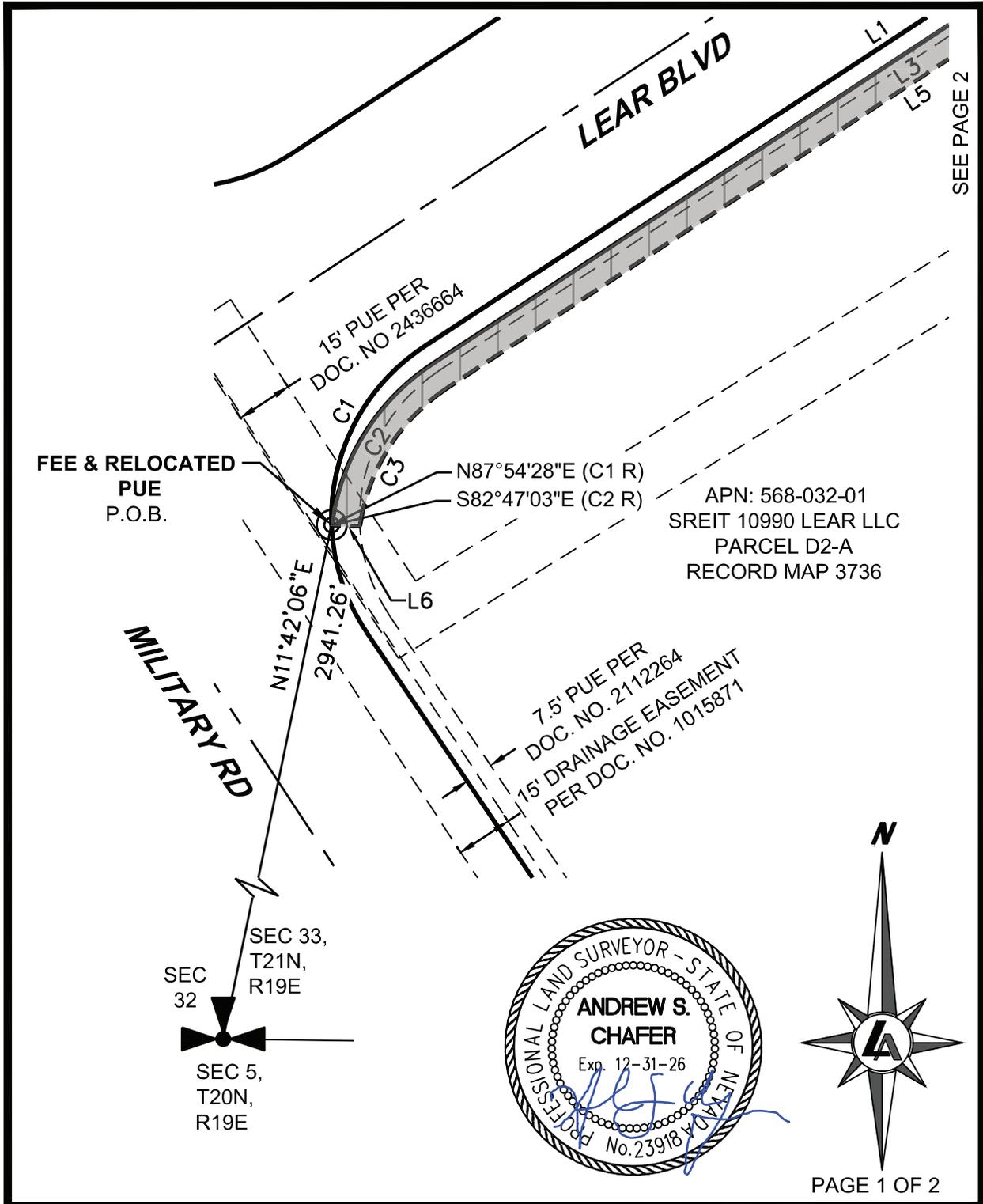
Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.03.28 22:14:03-07'00'

Lumos & Associates, Inc.

Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

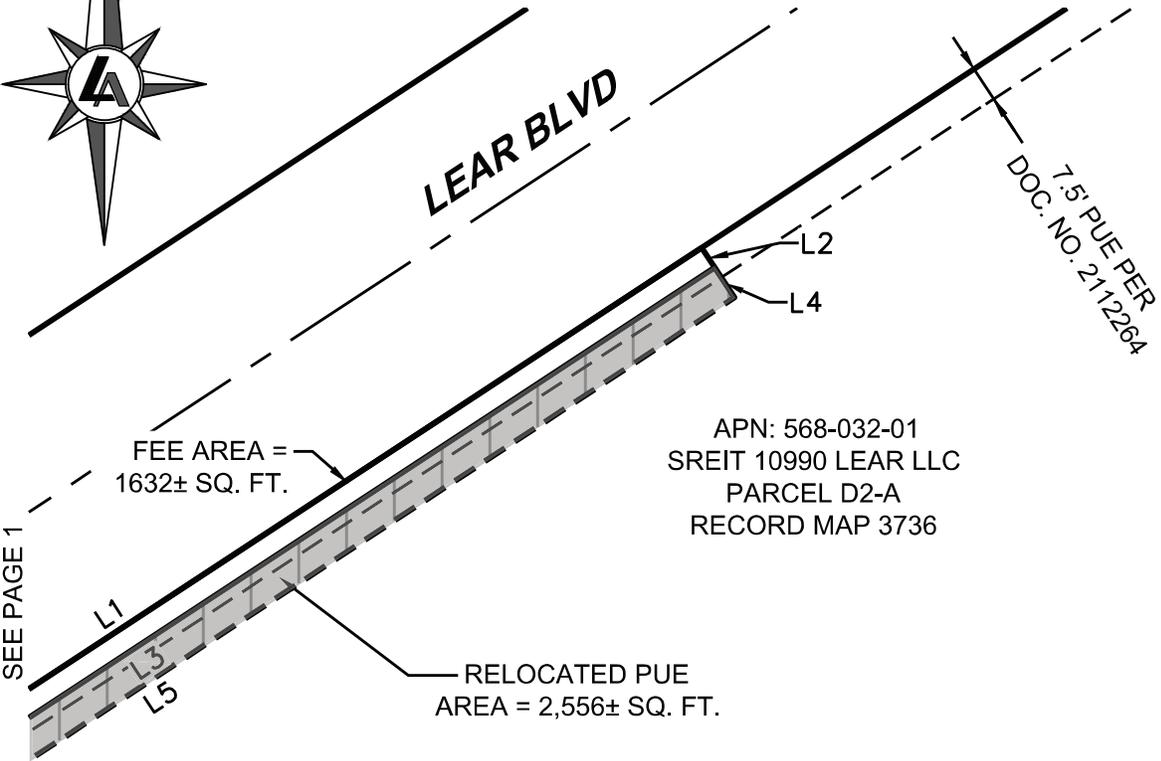




LUMOS & ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF PARCEL D2-A, S3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/27/2025
SCALE: 1" = 40'
JOB NO: 11026.000



APN: 568-032-01
 SREIT 10990 LEAR LLC
 PARCEL D2-A
 RECORD MAP 3736

LINE TABLE

LINE	BEARING	LENGTH
L1	N56°42'58"E	291.94'
L2	S33°17'02"E	5.00'
L3	S56°42'58"W	292.51'
L4	S33°17'02"E	7.50'
L5	S56°42'58"W	292.51'
L6	N87°27'25"W	7.53'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	58°48'30"	54.00'	55.43'
C2	49°30'01"	60.00'	51.84'
C3	48°49'51"	52.50'	44.74'

EXHIBIT "B"
A PORTION OF PARCEL D2-A, RS 3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/27/2025
 SCALE: 1" = 40'
 JOB NO: 11026.000

A portion of APN 568-032-01
TCE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the West 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Parcel D2-A as shown and delineated on that certain map entitled RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR DP OPERATING PARTNERSHIP, LP, Record of Survey Map No. 3736, recorded on February 24, 2000, as File No. 2424702, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 20°53'11" East, 2563.46 feet to a point on the southwesterly line of said Parcel D2-A of Record of Survey Map 3736 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point also being the **POINT OF BEGINNING**;

THENCE northwesterly along said northeasterly right-of-way of Military Road and said southwesterly line of said Parcel D2-A, North 34°00'00" West, 74.30 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 20.50 feet, the radius point of said curve bears North 9°46'16" East;

THENCE leaving said right-of-way and parcel line easterly along said curve a distance of 7.76 feet, through a central angle of 21°40'37";

THENCE North 10°30'30" West, 5.50 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 15.00 feet, the radius point of said curve bears North 12°25'06" West;

THENCE westerly along said curve a distance of 12.93 feet, through a central angle of 49°24'11" to a point on the northeasterly right-of-way of Military Road, said point also being on the southwesterly line of said Parcel D2-A of Record of Survey Map 3736;

THENCE northwesterly along said right-of-way and parcel line North 34°00'00" West, 9.86 feet;

THENCE leaving said right-of-way and parcel line, North 55°52'56" East, 4.17 feet;

THENCE South 34°07'04" East, 5.00 feet to the beginning of a tangent curve, concave northerly, having a radius of 10.00 feet;

THENCE southeasterly along said curve a distance of 15.70 feet, through a central angle of 89°57'58";

THENCE North 55°54'58" East, 14.87 feet;

THENCE South 34°05'02" East, 62.15 feet;

THENCE South 55°54'58" West, 5.10 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 20.00 feet;

THENCE southerly along said curve a distance of 16.41 feet, through a central angle of 47°01'28";

THENCE South 33°17'02" East, 10.69 feet to the southeasterly line of said Parcel D2-A;

THENCE along said southeasterly line, South 56°42'58" West, 9.29 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 2027 square feet, more or less.

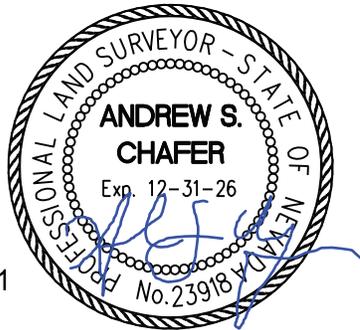
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

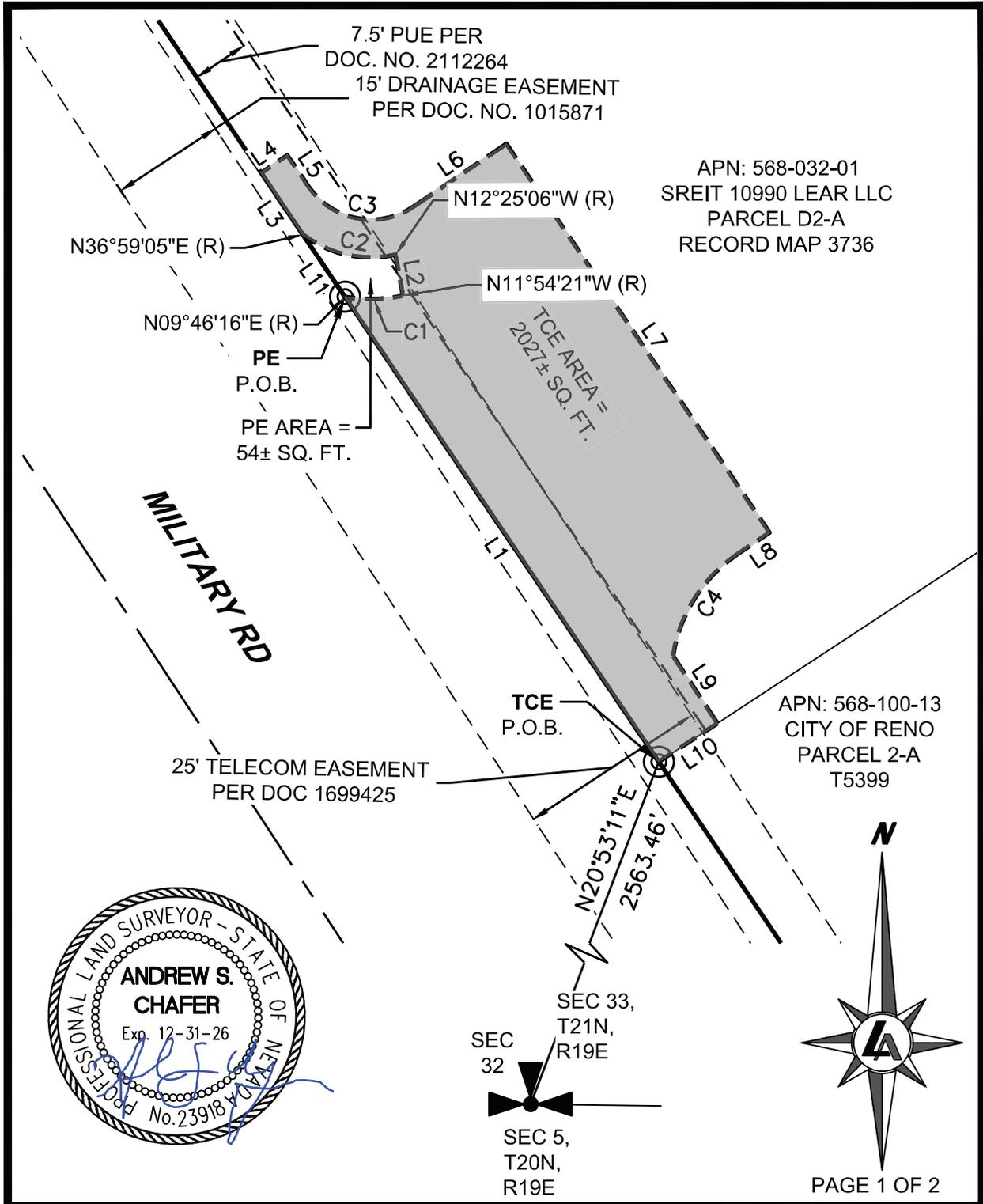
Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

Andrew Chafer
Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.03.28 22:36:28-07'00'

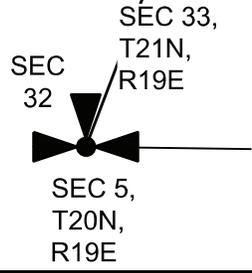
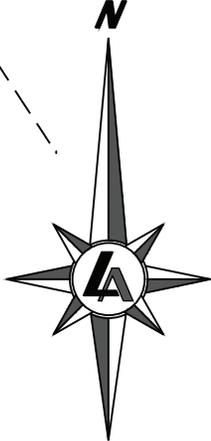
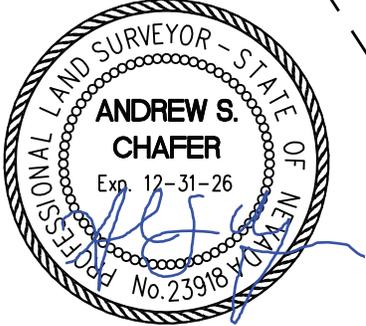
Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





APN: 568-032-01
 SREIT 10990 LEAR LLC
 PARCEL D2-A
 RECORD MAP 3736

APN: 568-100-13
 CITY OF RENO
 PARCEL 2-A
 T5399



PAGE 1 OF 2

3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
PORTION OF PARCEL D2-A, S3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/27/2025
 SCALE: 1" = 20'
 JOB NO: 11026.000

LINE TABLE

LINE	BEARING	LENGTH
L1	N34°00'00"W	74.30'
L2	N10°30'30"W	5.50'
L3	N34°00'00"W	9.86'
L4	N55°52'56"E	4.17'
L5	S34°07'04"E	5.00'
L6	N55°54'58"E	14.87'
L7	S34°05'02"E	62.15'
L8	S55°54'58"W	5.10'
L9	S33°17'02"E	10.69'
L10	S56°42'58"W	9.29'
L11	N34°00'00"W	9.92'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	21°40'37"	20.50'	7.76'
C2	49°24'11"	15.00'	12.93'
C3	89°57'58"	10.00'	15.70'
C4	47°01'28"	20.00'	16.41'

PAGE 2 OF 2



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
PORTION OF PARCEL D2-A, S3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 3/27/2025
SCALE: N/A
JOB NO: 11026.000

A portion of APN 568-032-01
TCE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the West 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Parcel D2-A as shown and delineated on that certain map entitled RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR DP OPERATING PARTNERSHIP, LP, Record of Survey Map No. 3736, recorded on February 24, 2000, as File No. 2424702, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 12°20'51" East, 2898.17 feet to a point on the southwesterly line of said Parcel D2-A of Record of Survey Map 3736 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point also being the **POINT OF BEGINNING**;

THENCE northwesterly along said northeasterly right-of-way of Military Road and said southwesterly line of said Parcel D2-A, North 34°00'00" West, 24.20 feet;

THENCE leaving said right-of-way and parcel line, North 7°44'17" East, 28.16 feet;

THENCE North 11°19'06" East, 5.34 feet;

THENCE North 23°44'26" East, 37.66 feet;

THENCE North 56°42'58" East, 246.09 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 25.00 feet;

THENCE southeasterly along said curve a distance of 39.34 feet, through a central angle of 90°09'47";

THENCE North 56°52'46" East, 7.00 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 32.00 feet, the radius point of said curve bears South 56°52'46" West;

THENCE northwesterly along said curve a distance of 38.98 feet, through a central angle of 69°47'56";

THENCE North 56°42'58" East, 34.89 feet;

THENCE North 33°20'37" West, 5.00 feet to a point on the southerly right-of-way of Lear Blvd. and the northwesterly line of said Parcel D2-A;

THENCE northeasterly along said right-of-way of Lear Blvd. and northwesterly line of said Parcel D2-A, North 56°42'58" East, 47.37 feet;

THENCE leaving said right-of-way of Lear Blvd. and northwesterly line of said Parcel D2-A, South 33°51'13" East, 45.27 feet;

THENCE South 56°52'46" West, 76.86 feet;

THENCE North 65°23'24" West, 31.93 feet;

THENCE South 56°42'58" West, 228.06 feet;

THENCE South 47°45'20" West, 32.45 feet;

THENCE South 11°19'04" West, 40.60 feet to the beginning of a tangent curve, concave easterly, having a radius of 22.00 feet;

THENCE southerly along said curve a distance of 14.92 feet, through a central angle of 38°52'04";

THENCE South 33°19'32" East, 13.88 feet;

THENCE South 55°55'15" West, 6.13 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 6029 square feet, more or less.

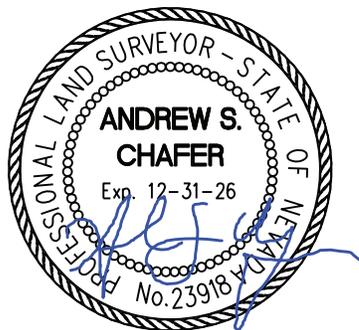
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

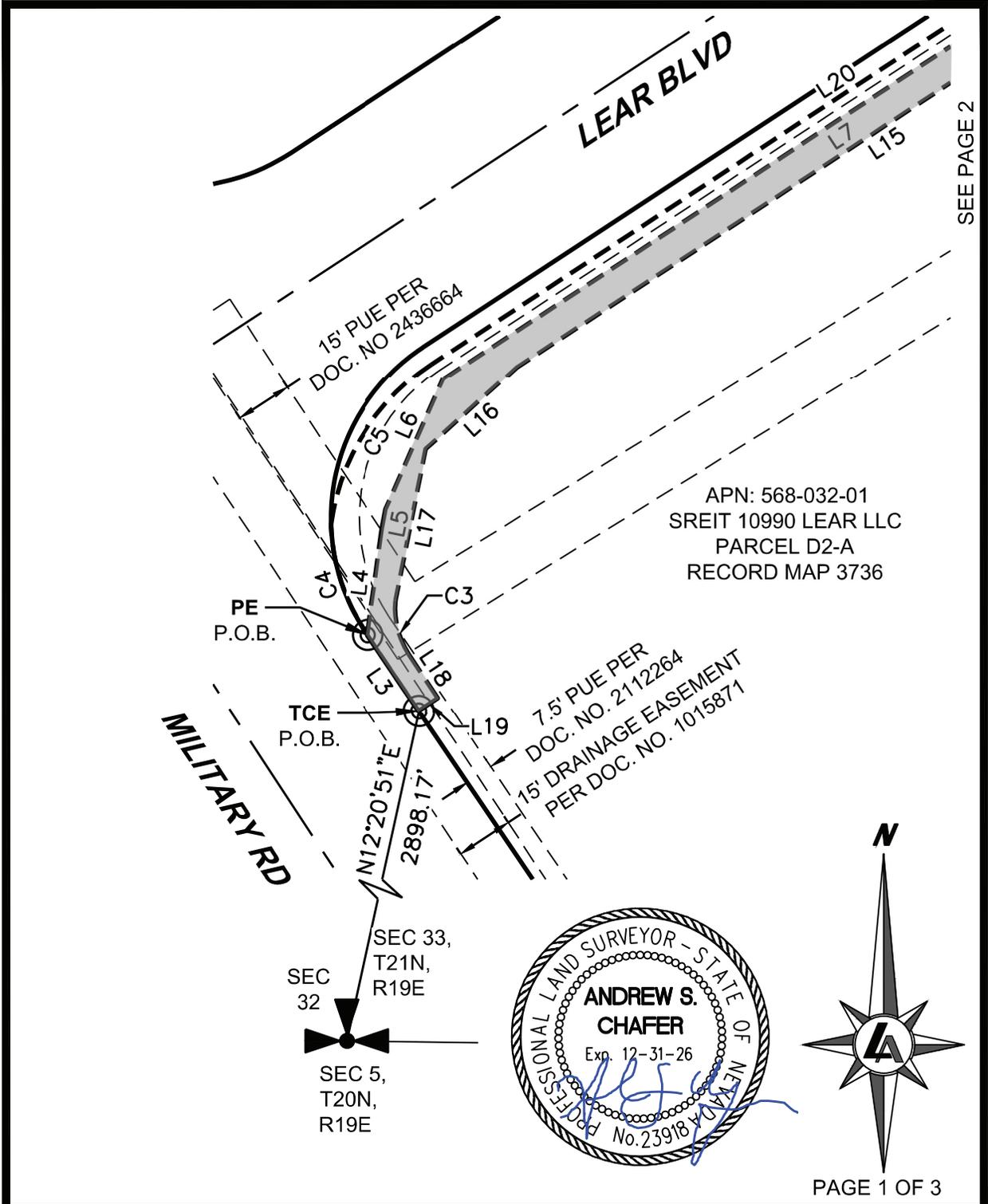
Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

 Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.03.28 22:45:03-07'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





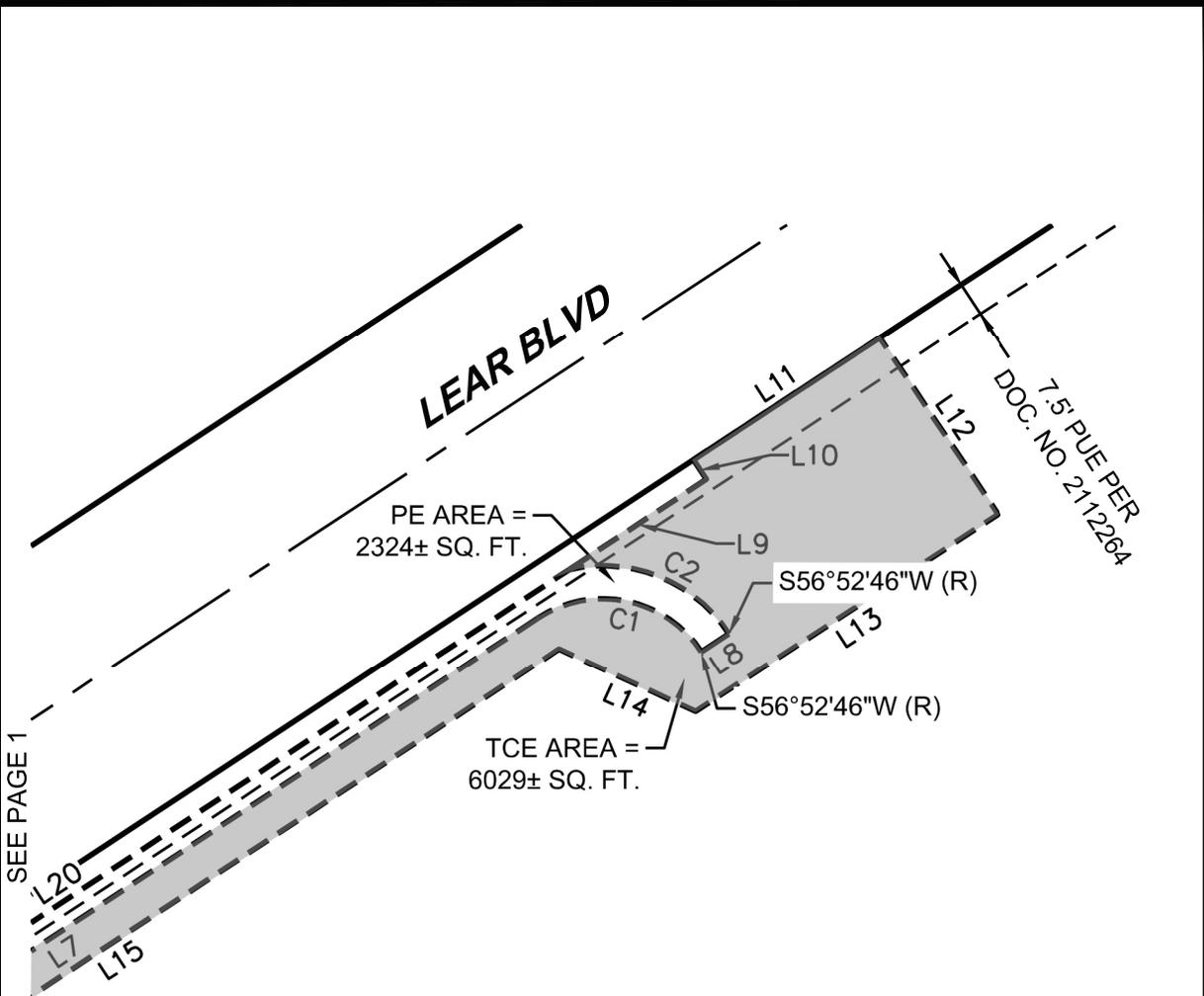
SEE PAGE 2

PAGE 1 OF 3

LUMOS & ASSOCIATES
 3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF PARCEL D2-A, S3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/27/2025
 SCALE: 1" = 40'
 JOB NO: 11026.000



APN: 568-032-01
 SREIT 10990 LEAR LLC
 PARCEL D2-A
 RECORD MAP 3736



PAGE 2 OF 3

LUMOS & ASSOCIATES
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EXHIBIT "B"
A PORTION OF PARCEL D2-A, RS 3736
APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/27/2025
 SCALE: 1" = 40'
 JOB NO: 11026.000

LINE TABLE

LINE	BEARING	LENGTH
L3	N34°00'00"W	24.20'
L4	N7°44'17"E	28.16'
L5	N11°19'06"E	5.34'
L6	N23°44'26"E	37.66'
L7	N56°42'58"E	246.09'
L8	N56°52'46"E	7.00'
L9	N56°42'58"E	34.89'
L10	N33°20'37"W	5.00'
L11	N56°42'58"E	47.37'
L12	S33°51'13"E	45.27'
L13	S56°52'46"W	76.86'
L14	N65°23'24"W	31.93'
L15	S56°42'58"W	228.06'
L16	S47°45'20"W	32.45'
L17	S11°19'04"W	40.60'
L18	S33°19'32"E	13.88'
L19	S55°55'15"W	6.13'
L20	N56°42'58"E	257.62'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	90°09'47"	25.00'	39.34'
C2	69°47'56"	32.00'	38.98'
C3	38°52'04"	22.00'	14.92'
C4	32°00'39"	54.00'	30.17'
C5	49°30'01"	60.00'	51.84'



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EXHIBIT "B"
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APN: 568-032-01
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 3/27/2025

SCALE: N/A

JOB NO: 11026.000



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 4.4.11

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Resolution of Condemnation - SREIT 10991 Lear, LLC

RECOMMENDED ACTION

Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, a permanent easement on, a relocated public utility easement on, and a temporary construction easement interest on, portions of APN 568-033-03 from SREIT 10991 Lear, LLC, which are needed to construct the Military Road Capacity & Safety Project.

BACKGROUND AND DISCUSSION

The purpose of the project is to construct capacity roadways, multi-use path, drainage improvements and safety improvements along Military Road between Lemmon Drive and Lear Blvd. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in Spring 2026.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated May 24, 2023, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire these specific property interests from SREIT 10991 Lear, LLC in order to construct the project.

SREIT 10991 Lear, LLC is the owner of record. RTC has been working with the property owner to purchase the property interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to authorize RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to continue efforts to reach a mutually acceptable agreement. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

FISCAL IMPACT

The costs to acquire property rights has been budgeted; however, the actual fiscal impact cannot be determined at this time.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

RESOLUTION OF CONDEMNATION 26-07

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated May 24, 2023, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Military Road Capacity & Safety Project (the “Project”); and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to RTC, is SREIT 10991 Lear, LLC.

NOW, THEREFORE, BE IT RESOLVED, that RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: (1) a fee simple interest in a portion of APN 568-033-03; (2) a permanent easement on a portion of APN 568-033-03; (3) a relocated public utility easement on a portion of APN 568-033-03; and (4) a temporary construction easement on a portion of APN 568-033-03 (collectively, the “Property Rights”). The Property Rights are depicted in the metes and bounds descriptions and design drawings attached hereto.

2. That RTC staff has previously contacted the owner(s) about the Property Rights. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Rights through purchase have been unsuccessful to date.

3. That the Property Rights to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.

4. That the Property Rights described herein are necessary for such public use.

5. By certified mail sent on January 2, 2026, proper notice of the RTC's intent to consider eminent domain action to acquire the Property Rights of the above referenced owner(s) has been given as required by NRS 241.034.

NOW, THEREFORE, BE IT FURTHER RESOLVED, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Rights.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Rights.

3. That RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Rights for the construction of the Project, upon complying with conditions imposed by law.

PASSED, ADOPTED AND APPROVED on January 16, 2026.

Alexis Hill, Chair
Regional Transportation Commission of Washoe County

Attachments

1. Exhibit “A” and “B” for Ptn. of APN 568-033-03 – Fee Simple Interest
2. Form easement document and Exhibit “A” and “B” for Ptn. of APN 568-033-03 – Permanent Easement
3. Form easement document and Exhibit “A” and “B” for Ptn. of APN 568-033-03 – Public Utility Easement
4. Exhibit “A” and “B” for Ptn. of APN 568-033-03 – Temporary Construction Easement

A portion of APN 568-033-03
FEE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the North 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Parcel 1 as shown and delineated on that certain map entitled PARCEL MAP FOR DP OPERATING PARTNERSHIP, L.P. & SAGE POINT BUSINESS PARK, Parcel Map No. 3311, recorded on March 31, 1998, as File No. 2194406, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 10°32'21" East, 3020.63 feet to a point on the southwesterly line of said Parcel 1 of Parcel Map 3311 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point being the **POINT OF BEGINNING** and the beginning of a curve, concave northwesterly, having a radius of 60.00 feet, the radius point of said curve bears North 5°21'41" West;

THENCE leaving said northeasterly right-of-way of Military Road and said southwesterly line of said Parcel 1, along said curve a distance of 29.24 feet, through a central angle of 27°55'21";

THENCE North 56°42'58" East, 297.63 feet;

THENCE South 33°20'37" East, 4.00 feet;

THENCE South 56°42'58" West, 293.09 feet to the beginning of a tangent curve, concave northerly, having a radius of 54.00 feet;

THENCE northerly along said curve a distance of 35.06 feet, through a central angle of 37°11'45" to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.
Containing 1253 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

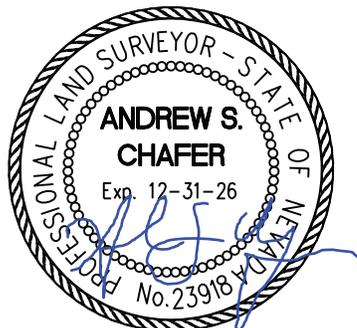
Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US, E=achafer@lumosinc.com,
O=Lumos & Associates, CN=Andrew
Chafer
Reason: I am the author of this
document
Date: 2025.03.28 22:57:15-07'00'

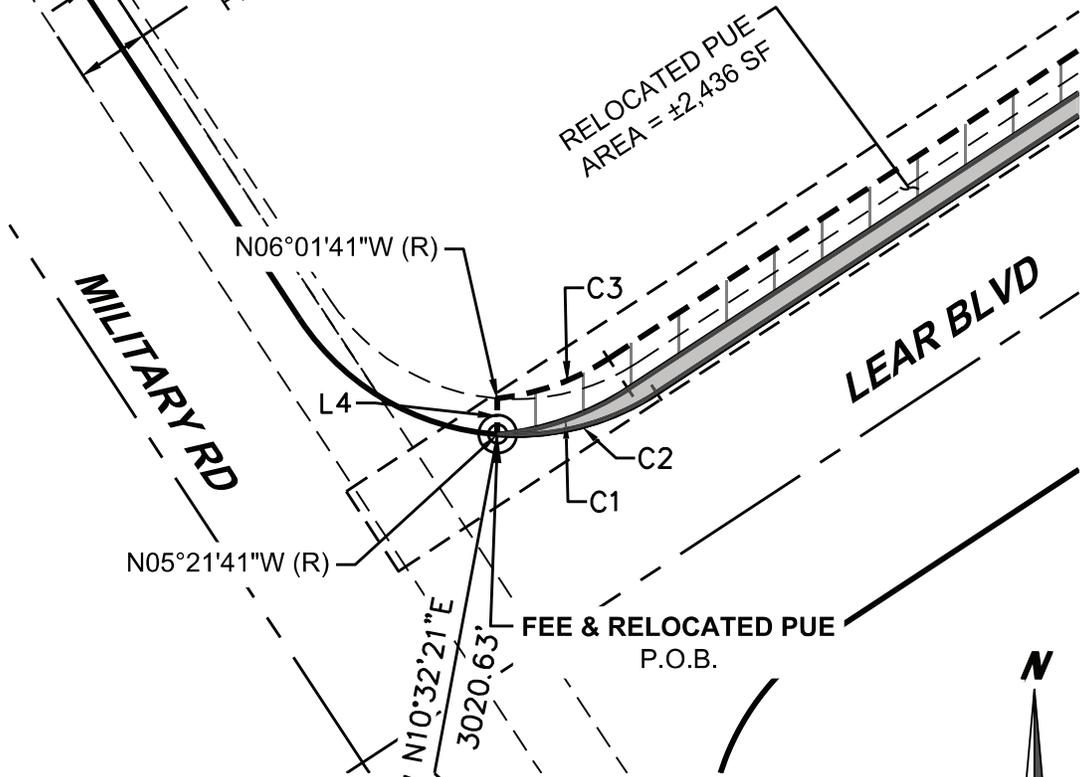
Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762



APN: 568-033-03
 SREIT 10991 LEAR LLC
 PARCEL 1
 PARCEL MAP 3311

5' DRAINAGE EASEMENT
 PER DOC. NO. 2106412
 7.5' P.U.E. PER
 DOC. NO. 2112483
 15' DRAINAGE EASEMENT
 PER DOC. NO. 1015871

RELOCATED PUE
 AREA = ±2,436 SF



N06°01'41"W (R)

MILITARY RD

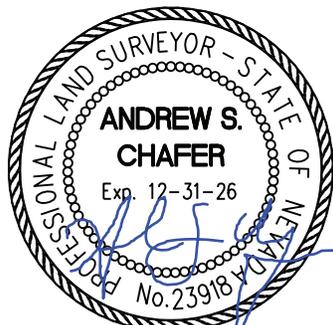
LEAR BLVD

N05°21'41"W (R)

FEE & RELOCATED PUE
 P.O.B.

N10°32'21"E
 3020.63'

SEC 33,
 T21N,
 R19E
 SEC 32
 SEC 5,
 T20N,
 R19E



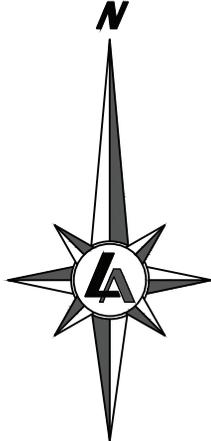
PAGE 1 OF 2

LUMOS
 & ASSOCIATES
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 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
PARCEL 1, P3311
A.P.N. 568-033-03
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

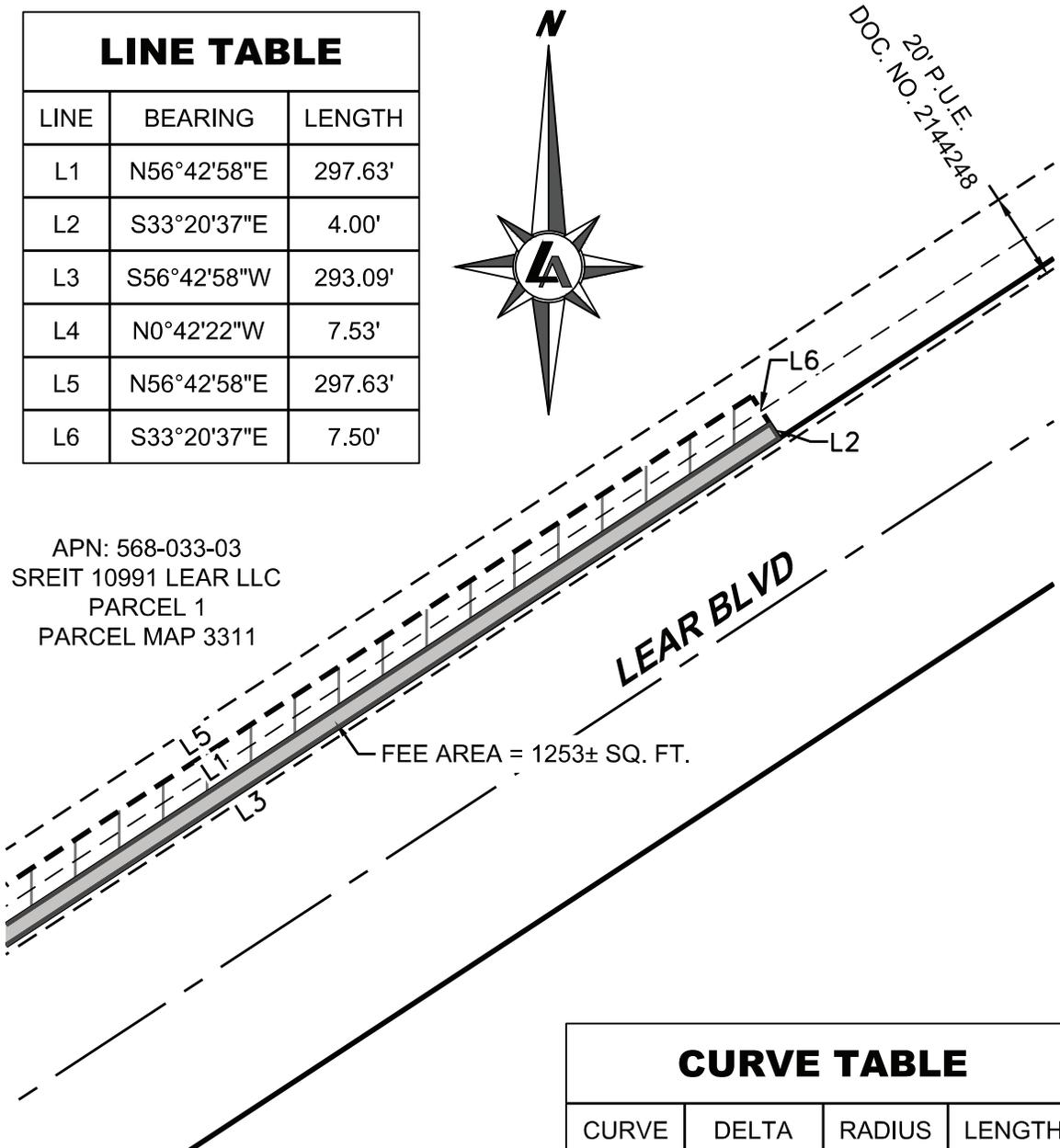
DATE: 3/12/2025
 SCALE: 1" = 40'
 JOB NO: 11026.000

LINE TABLE		
LINE	BEARING	LENGTH
L1	N56°42'58"E	297.63'
L2	S33°20'37"E	4.00'
L3	S56°42'58"W	293.09'
L4	N0°42'22"W	7.53'
L5	N56°42'58"E	297.63'
L6	S33°20'37"E	7.50'



20' P.U.E.
DOC. NO. 2144248

APN: 568-033-03
SREIT 10991 LEAR LLC
PARCEL 1
PARCEL MAP 3311



FEE AREA = 1253± SQ. FT.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	27°55'21"	60.00'	29.24'
C2	37°11'45"	54.00'	35.06'
C3	27°15'20"	52.50'	24.97'

PAGE 2 OF 2

LUMOS
& ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
PARCEL 1, P3311
A.P.N. 568-033-03
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/12/2025
SCALE: 1" = 40'
JOB NO: 11026.000

Ptn. of APN: 568-033-03

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 568-033-03

PERMANENT EASEMENT

This PERMANENT EASEMENT is made this _____ day of _____, 20____, by SREIT 10991 LEAR, L.L.C., a Delaware limited liability company ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY and the CITY OF RENO (collectively, "GRANTEES").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEES and their assigns forever a permanent easement for the location, construction, and maintenance of Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and all related purposes and appurtenances, for public use and right-of-way upon, over and across certain real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

GRANTOR hereby waives, with full knowledge that a Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and the necessary appurtenances thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and other improvements and appurtenances in said location.

A portion of APN 568-033-03
PE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the North 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Parcel 1 as shown and delineated on that certain map entitled PARCEL MAP FOR DP OPERATING PARTNERSHIP, L.P. & SAGE POINT BUSINESS PARK, Parcel Map No. 3311, recorded on March 31, 1998, as File No. 2194406, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 9°12'22" East, 3064.93 feet to a point on the southwesterly line of said Parcel 1 of Parcel Map 3311 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road

THENCE southeasterly along said right-of-way and southwesterly line of said Parcel 1, South 33°16'52" East, 11.25 feet to the **POINT OF BEGINNING**;

THENCE leaving said northeasterly right-of-way of Military Road and said southwesterly line of said Parcel 1, South 56°25'16" East, 11.34 feet;

THENCE South 33°14'45" East, 7.70 feet to the beginning of a tangent curve, concave northerly, having a radius of 30.00 feet;

THENCE southeasterly along said curve a distance of 23.57 feet, through a central angle of 45°01'08";

THENCE South 78°15'53" East, 29.96 feet;

THENCE North 79°13'33" East 7.66 feet;

THENCE North 56°42'58" East, 25.00 feet;

THENCE North 80°17'40" East, 20.00 feet;

THENCE North 56°42'58" East, 216.42 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 25.00 feet;

THENCE northerly along said curve a distance of 32.01 feet, through a central angle of 73°22'16";

THENCE North 73°20'43" East, 7.00 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 32.00 feet, the radius point of said curve bears South 73°20'43" West;

THENCE southerly along said curve a distance of 29.60 feet, through a central angle of

53°00'25";

THENCE South 56°42'58" West, 262.92 feet to the beginning of a tangent curve, concave northerly, having a radius of 60.00 feet;

THENCE westerly along said curve a distance of 29.24 feet, through a central angle of 27°55'21" to the beginning of a compound curve, concave northerly, having a radius of 54.00 feet;

THENCE northwesterly along said curve a distance of 49.77 feet, through a central angle of 52°48'24";

THENCE North 33°16'52" West, 26.47 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION.**

Containing 2688 square feet, more or less.

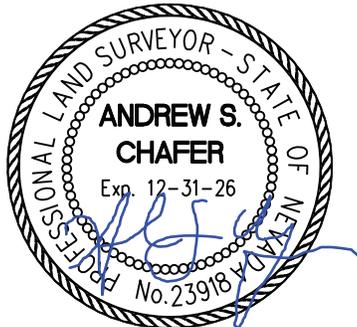
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

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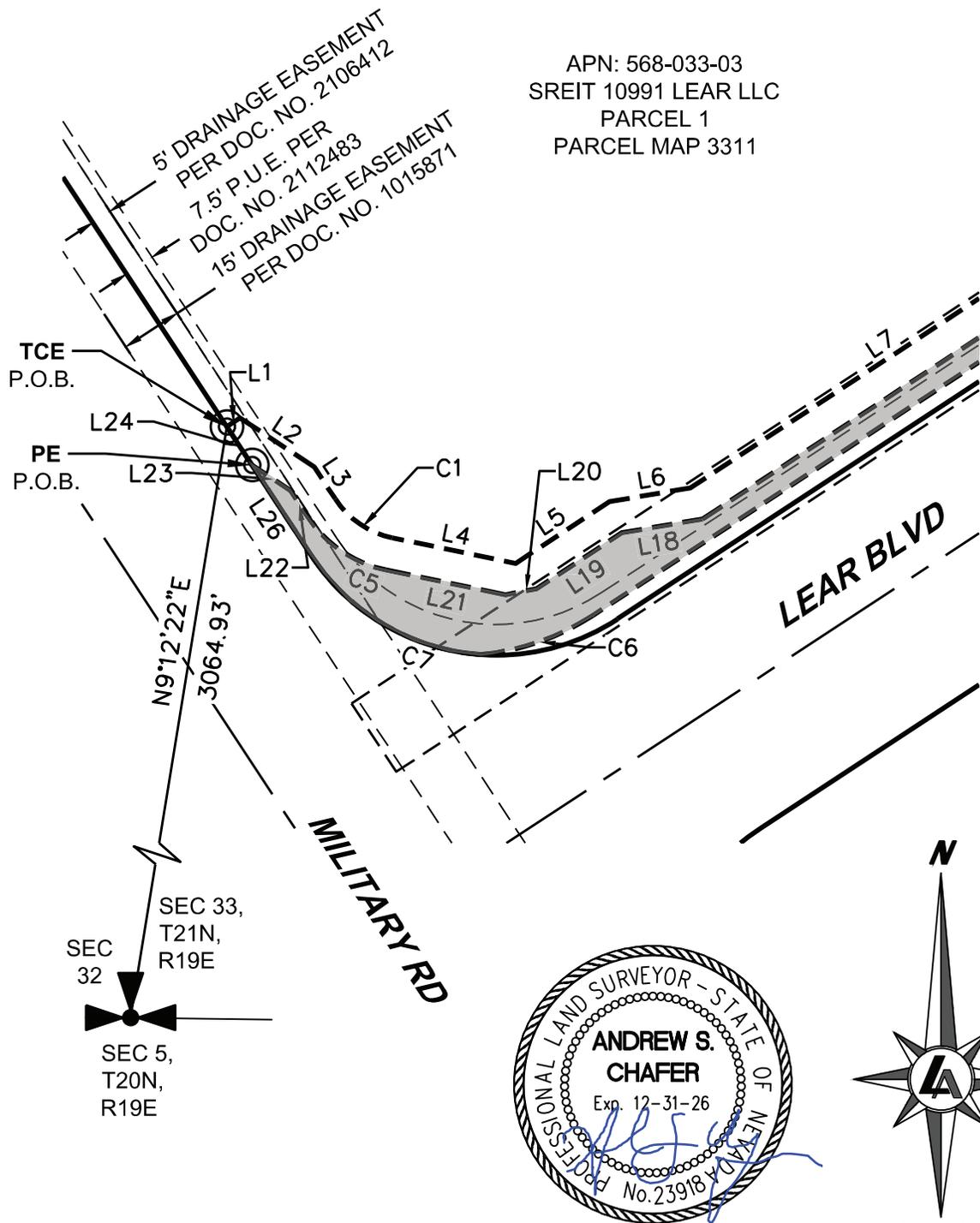
Prepared by:

Andrew Chafer
Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this document
Date: 2025.07.04 14:34:09-07'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762



APN: 568-033-03
 SREIT 10991 LEAR LLC
 PARCEL 1
 PARCEL MAP 3311



PAGE 1 OF 3

LUMOS
 & ASSOCIATES

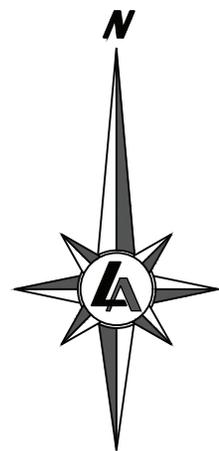
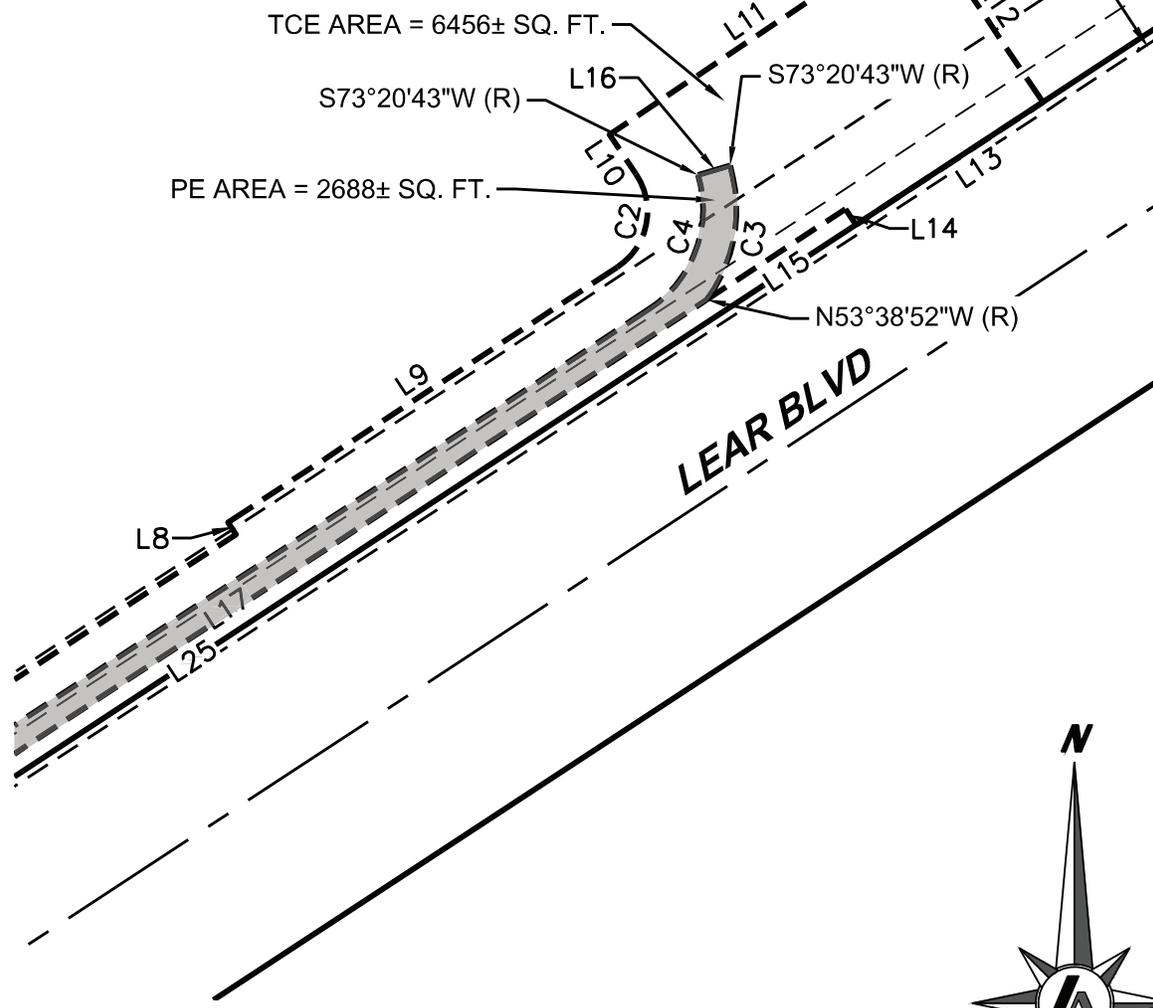
3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
PARCEL 1, P3311
A.P.N. 568-033-03
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/12/2025
 SCALE: 1" = 40'
 JOB NO: 11026.000

APN: 568-033-03
SREIT 10991 LEAR LLC
PARCEL 1
PARCEL MAP 3311

20' P.U.E.
DOC. NO. 2144248



PAGE 2 OF 3


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PARCEL 1, P3311
A.P.N. 568-033-03
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY **NEVADA**

DATE: 3/12/2025
SCALE: 1" = 40'
JOB NO: 11026.000

LINE TABLE		
LINE	BEARING	LENGTH
L1	N56°42'58"E	3.89'
L2	S56°25'16"E	21.79'
L3	S33°14'45"E	9.34'
L4	S78°15'53"E	30.79'
L5	N56°42'58"E	27.50'
L6	N80°17'40"E	20.00'
L7	N56°42'58"E	116.53'
L8	N33°17'02"W	3.00'
L9	N56°42'58"E	97.46'
L10	N33°51'13"W	9.99'
L11	N56°08'47"E	79.09'
L12	S33°51'13"E	44.92'
L13	S56°42'58"W	46.81'
L14	N33°20'37"W	4.00'
L15	S56°42'58"W	34.72'
L16	S73°20'43"W	7.00'
L17	S56°42'58"W	216.42'
L18	S80°17'40"W	20.00'
L19	S56°42'58"W	25.00'
L20	S79°13'33"W	7.66'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N78°15'53"W	29.96'
L22	N33°14'45"W	7.70'
L23	N56°25'16"W	11.34'
L24	N33°16'52"W	11.25'
L25	S56°42'58"W	262.92'
L26	N33°16'52"W	26.47'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	45°01'08"	22.00'	17.29'
C2	90°34'11"	14.00'	22.13'
C3	53°00'25"	32.00'	29.60'
C4	73°22'16"	25.00'	32.01'
C5	45°01'08"	30.00'	23.57'
C6	27°55'21"	60.00'	29.24'
C7	52°48'24"	54.00'	49.77'

Ptn. of APN: 568-033-03

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Chrystal
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 568-033-03

PERMANENT UTILITY EASEMENT

This PERMANENT UTILITY EASEMENT is made this ____ day of _____, 20____, by and among **SREIT 10991 Lear, L.L.C.**, a Delaware limited liability company ("GRANTOR"), **TRUCKEE MEADOWS WATER AUTHORITY**, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277, **SIERRA PACIFIC POWER COMPANY**, a Nevada Corporation d/b/a NV ENERGY, **NEVADA BELL**, a Nevada corporation, and **TCI CABLEVISION OF NEVADA, INC.**, together with their successors and assigns (hereinafter referred to collectively as "GRANTEES").

WITNESSETH

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEES and to their successors and assigns forever:

- 1) To construct, operate, add to, modify, maintain, patrol, and remove communication facilities and electric line systems for the distribution of electricity above ground and underground, consisting of poles, other structures, wires, cables, bollards, transformers, anchors, guys, mains, markers, conduits, pipes, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities"), and service boxes, valve boxes, meters, meter panels, cabinets, bollards, and other equipment, fixtures, apparatus, and improvements and slope improvements ("Additional Utility Facilities") upon, over, under and through the property legally described in Exhibit "A" and

depicted on Exhibit "B", attached hereto and by this reference made a part of this grant of Permanent Utility Easement (the "Easement Area");

- 2) For ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above for all other activities permitted by this agreement, inclusive;
- 3) To remove, clear, cut or trim any obstruction or material (including trees, brush, other vegetation, debris, or any other obstruction and structures) from the surface or subsurface of the Easement Area as GRANTEES may deem necessary or advisable for the safe and proper use and maintenance of Utility Facilities or the Additional Utility Facilities within the Easement Area.

Subject to any applicable limitations in NRS Chapter 41 and otherwise provided herein, GRANTEES will be severally responsible for any damages, proximately caused by such GRANTEE negligently constructing, operating, adding to, maintaining or removing Utility Facilities and/or the Additional Utility Facilities, to any tangible, personal property or improvements owned by GRANTOR and located on the Easement Area on the date GRANTOR signs this grant of Permanent Utility Easement. However, this paragraph does not apply to, and GRANTEES shall not be responsible for, any damages caused when a GRANTEE exercise its rights under numbered paragraph 3 above.

GRANTOR covenants for the benefit of GRANTEE, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of GRANTEE, such structure and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. GRANTEES and GRANTOR must document GRANTEES' consent by both signing GRANTEES' standard, recordable use agreement. GRANTOR retains, for its benefit, the right to maintain, use and others landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses does not interfere with GRANTEES' rights herein and are in all respects consistent with the GRANTEES' rights herein, and, as applicable, GRANTEES' electrical practices and the National Electrical Safety Code. GRANTEES may use this easement and their existing easement rights of record, to provide service to any of their customers.

To the fullest extent permitted by law, GRANTOR and GRANTEES waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement rights granted hereunder. GRANTOR and GRANTEES further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

A portion of APN 568-033-03
RELOCATED PUE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the North 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Parcel 1 as shown and delineated on that certain map entitled PARCEL MAP FOR DP OPERATING PARTNERSHIP, L.P. & SAGE POINT BUSINESS PARK, Parcel Map No. 3311, recorded on March 31, 1998, as File No. 2194406, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 10°32'21" East, 3020.63 feet to a point on the southwesterly line of said Parcel 1 of Parcel Map 3311 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road to the **POINT OF BEGINNING**;

THENCE leaving said northeasterly right-of-way of Military Road and said southwesterly line of said Parcel 1, North 00°42'22" West, 7.53 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 52.50 feet, the radius point of said curve bears North 06°01'41" West;

THENCE northeasterly along said curve a distance of 24.97 feet, through a central angle of 27°15'20";

THENCE North 56°42'58" East, 297.63 feet;

THENCE South 33°20'37" East, 7.50 feet;

THENCE South 56°42'58" West, 297.63 feet to the beginning of a tangent curve, concave northerly, having a radius of 60.00 feet;

THENCE northerly along said curve a distance of 29.24 feet, through a central angle of 27°55'21" to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 2436 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

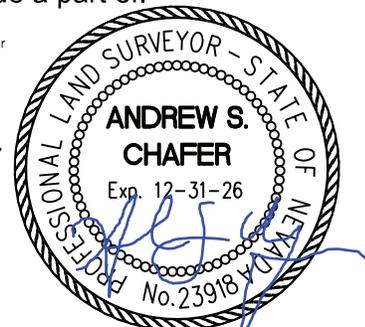
Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Andrew Chafer

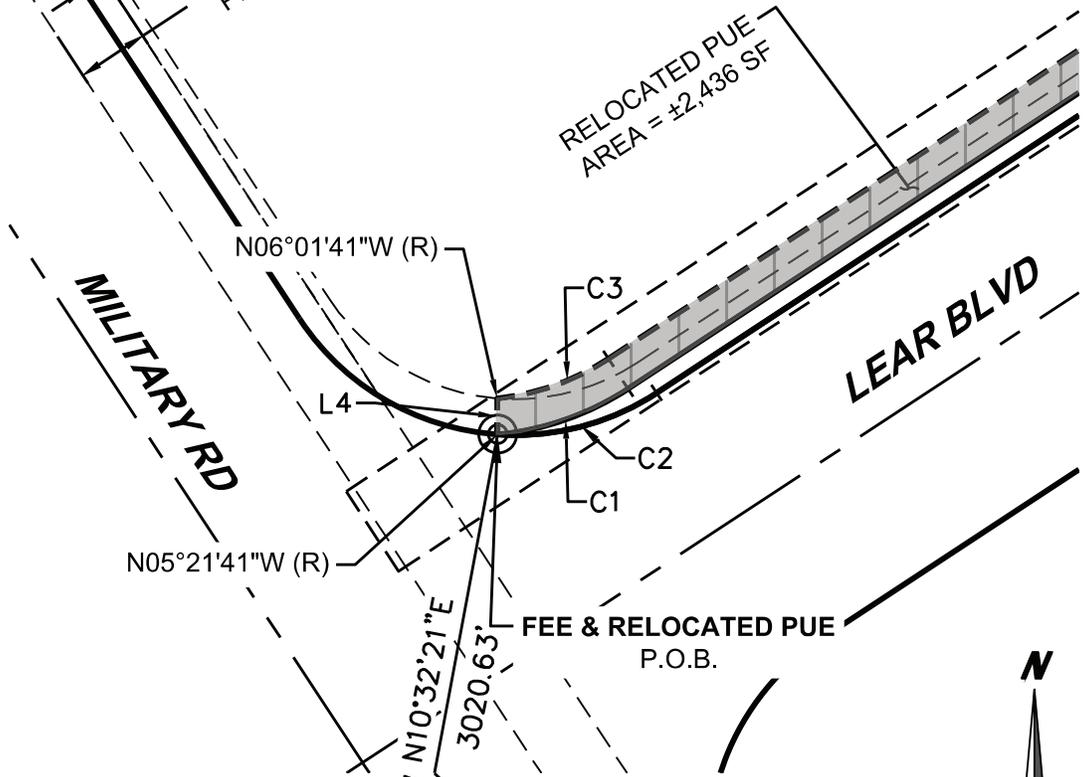
Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.07.04 14:25:06-07'00'



APN: 568-033-03
 SREIT 10991 LEAR LLC
 PARCEL 1
 PARCEL MAP 3311

5' DRAINAGE EASEMENT
 PER DOC. NO. 2106412
 7.5' P.U.E. PER
 DOC. NO. 2112483
 15' DRAINAGE EASEMENT
 PER DOC. NO. 1015871

RELOCATED PUE
 AREA = ±2,436 SF



N06°01'41"W (R)

MILITARY RD

LEAR BLVD

N05°21'41"W (R)

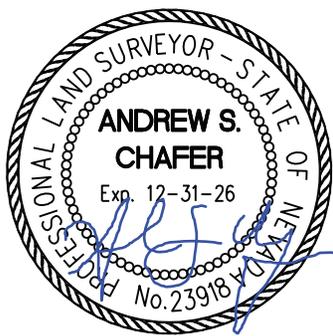
FEE & RELOCATED PUE
 P.O.B.

N10°32'21"E
 3020.63'

SEC 33,
 T21N,
 R19E

SEC 32

SEC 5,
 T20N,
 R19E



PAGE 1 OF 2

LUMOS
 & ASSOCIATES
 3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
PARCEL 1, P3311
A.P.N. 568-033-03
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

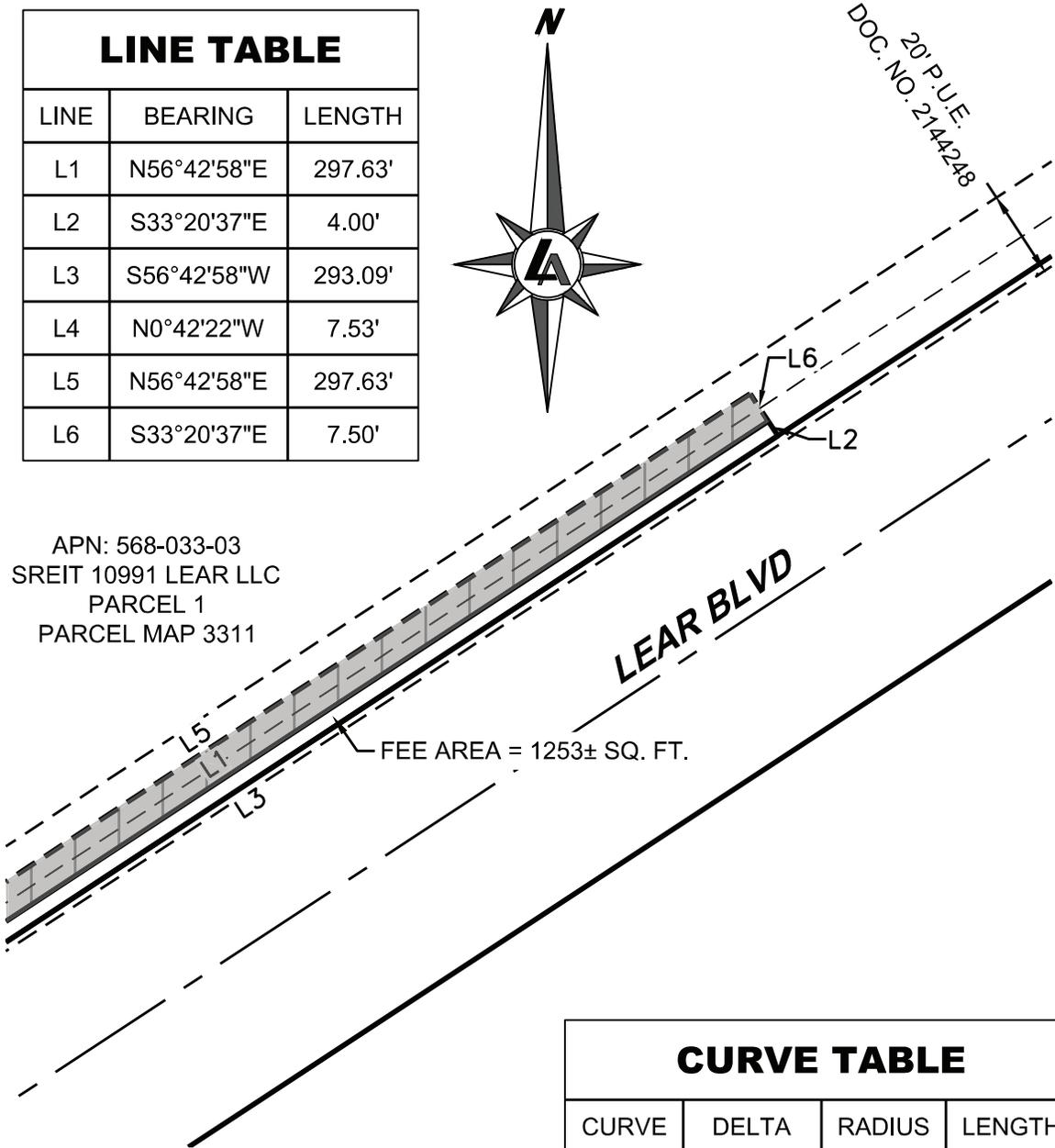
DATE: 3/12/2025
 SCALE: 1" = 40'
 JOB NO: 11026.000

LINE TABLE		
LINE	BEARING	LENGTH
L1	N56°42'58"E	297.63'
L2	S33°20'37"E	4.00'
L3	S56°42'58"W	293.09'
L4	N0°42'22"W	7.53'
L5	N56°42'58"E	297.63'
L6	S33°20'37"E	7.50'



20' P.U.E.
DOC. NO. 2144248

APN: 568-033-03
SREIT 10991 LEAR LLC
PARCEL 1
PARCEL MAP 3311



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	27°55'21"	60.00'	29.24'
C2	37°11'45"	54.00'	35.06'
C3	27°15'20"	52.50'	24.97'

PAGE 2 OF 2

LUMOS
& ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
PARCEL 1, P3311
A.P.N. 568-033-03
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY **NEVADA**

DATE: 3/12/2025
SCALE: 1" = 40'
JOB NO: 11026.000

A portion of APN 568-033-03
TCE

EXHIBIT "A"

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All that certain real property situate within a portion of the North 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Parcel 1 as shown and delineated on that certain map entitled PARCEL MAP FOR DP OPERATING PARTNERSHIP, L.P. & SAGE POINT BUSINESS PARK, Parcel Map No. 3311, recorded on March 31, 1998, as File No. 2194406, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 9°12'22" East, 3064.93 feet to a point on the southwesterly line of said Parcel 1 of Parcel Map 3311 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point also being the **POINT OF BEGINNING**;

THENCE leaving said northeasterly right-of-way of Military Rd, North 56°42'58" East, 3.89 feet;

THENCE South 56°25'16" East, 21.79 feet;

THENCE South 33°14'45" East, 9.34 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 22.00 feet;

THENCE southeasterly along said curve a distance of 17.29 feet, through a central angle of 45°01'08";

THENCE South 78°15'53" East, 30.79 feet;

THENCE North 56°42'58" East, 27.50 feet;

THENCE North 80°17'40" East, 20.00 feet;

THENCE North 56°42'58" East, 116.53 feet;

THENCE North 33°17'02" West, 3.00 feet;

THENCE North 56°42'58" East, 97.46 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 14.00 feet;

THENCE northeasterly along said curve a distance of 22.13 feet, through a central angle of 90°34'11";

THENCE North 33°51'13" West, 9.99 feet;

THENCE North 56°08'47" East, 79.09 feet;

THENCE South 33°51'13" East, 44.92 feet to a point on the northerly right-of-way of Lear Blvd.;

THENCE southwesterly along said right-of-way, South 56°42'58" West, 34.72 feet;

THENCE leaving said right-of-way, North 33°20'37" West, 4.00 feet;

THENCE South 56°42'58" West, 34.72 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 32.00 feet, the radius point of said curve bears North 53°38'52" West;

THENCE northerly along said curve a distance of 29.60 feet, through a central angle of 53°00'25";

THENCE South 73°20'43" West, 7.00 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 25.00 feet, the radius point of said curve bears South 73°20'43" West;

THENCE southerly along said curve a distance of 32.01 feet, through a central angle of 73°22'16";

THENCE South 56°42'58" West, 219.42 feet;

THENCE South 80°17'40" West, 20.00 feet;

THENCE South 56°42'58" West, 25.00 feet;

THENCE South 79°13'33" West, 7.66 feet;

THENCE North 78°15'53" West, 29.96 feet to the beginning of a tangent curve, concave northerly, having a radius of 30.00 feet;

THENCE northwesterly along said curve a distance of 23.57 feet, through a central angle of 45°01'08"

THENCE North 33°14'45" West, 7.70 feet;

THENCE North 56°25'16" West, 11.34 feet to a point on the southwesterly line of said Parcel 1 and the northeasterly right-of-way of Military Road;

THENCE northwesterly along said southwesterly line of said Parcel 1 and the northeasterly right-of-way of Military Road, North 33°16'52" West, 11.25 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION.**

Containing 6456 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

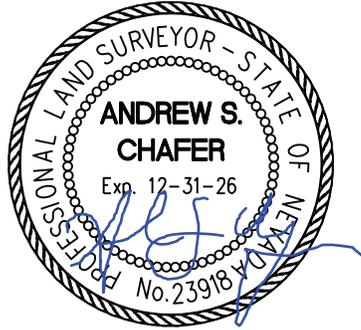
Prepared by:

Andrew Chafer

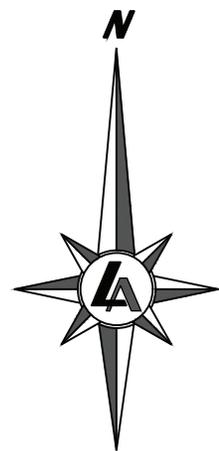
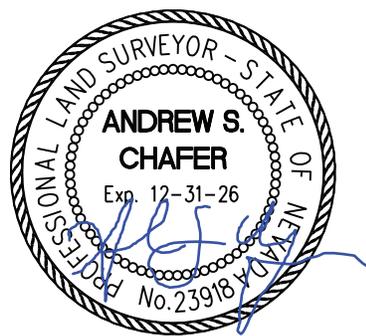
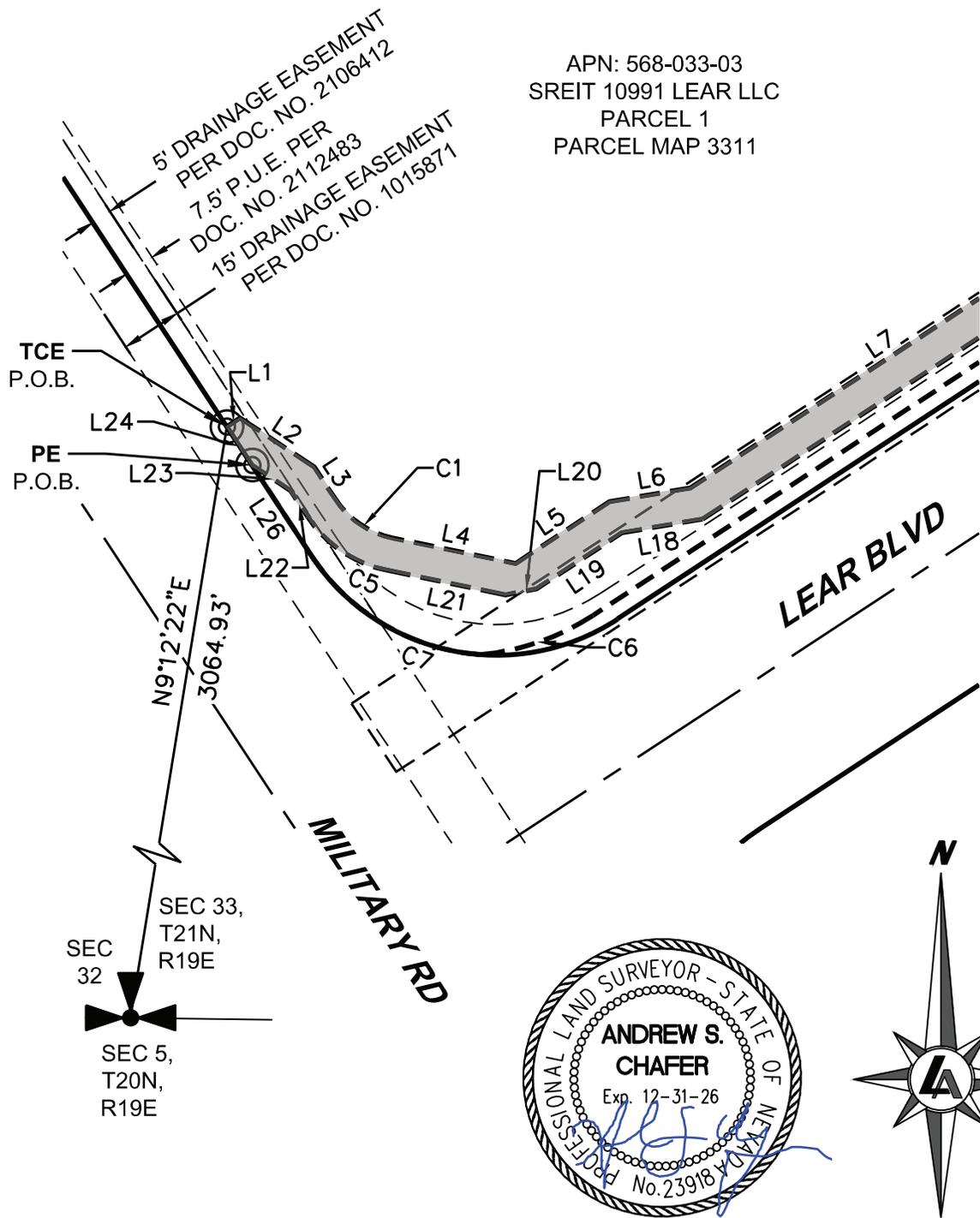
Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.03.28 23:13:51-07'00'

Lumos & Associates, Inc.

Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762



APN: 568-033-03
 SREIT 10991 LEAR LLC
 PARCEL 1
 PARCEL MAP 3311



PAGE 1 OF 3

LUMOS
 & ASSOCIATES

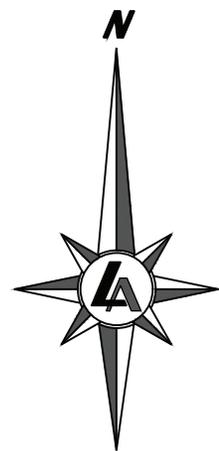
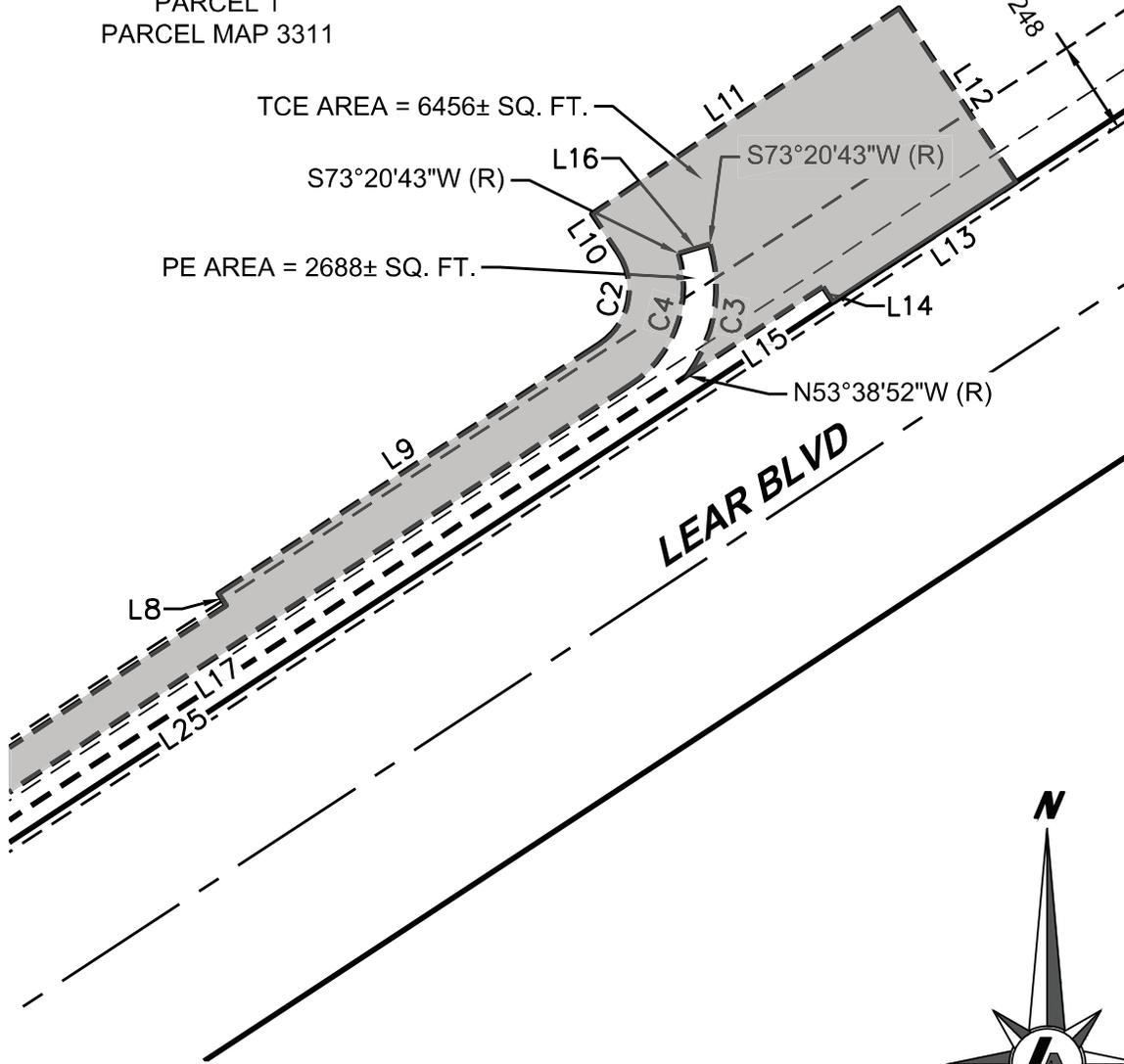
3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
PARCEL 1, P3311
A.P.N. 568-033-03
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/12/2025
 SCALE: 1" = 40'
 JOB NO: 11026.000

APN: 568-033-03
 SREIT 10991 LEAR LLC
 PARCEL 1
 PARCEL MAP 3311

20' P.U.E.
 DOC. NO. 2144248



PAGE 2 OF 3

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 & ASSOCIATES
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PARCEL 1, P3311
A.P.N. 568-033-03
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/12/2025
 SCALE: 1" = 40'
 JOB NO: 11026.000

LINE TABLE		
LINE	BEARING	LENGTH
L1	N56°42'58"E	3.89'
L2	S56°25'16"E	21.79'
L3	S33°14'45"E	9.34'
L4	S78°15'53"E	30.79'
L5	N56°42'58"E	27.50'
L6	N80°17'40"E	20.00'
L7	N56°42'58"E	116.53'
L8	N33°17'02"W	3.00'
L9	N56°42'58"E	97.46'
L10	N33°51'13"W	9.99'
L11	N56°08'47"E	79.09'
L12	S33°51'13"E	44.92'
L13	S56°42'58"W	46.81'
L14	N33°20'37"W	4.00'
L15	S56°42'58"W	34.72'
L16	S73°20'43"W	7.00'
L17	S56°42'58"W	216.42'
L18	S80°17'40"W	20.00'
L19	S56°42'58"W	25.00'
L20	S79°13'33"W	7.66'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N78°15'53"W	29.96'
L22	N33°14'45"W	7.70'
L23	N56°25'16"W	11.34'
L24	N33°16'52"W	11.25'
L25	S56°42'58"W	262.92'
L26	N33°16'52"W	26.47'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	45°01'08"	22.00'	17.29'
C2	90°34'11"	14.00'	22.13'
C3	53°00'25"	32.00'	29.60'
C4	73°22'16"	25.00'	32.01'
C5	45°01'08"	30.00'	23.57'
C6	27°55'21"	60.00'	29.24'
C7	52°48'24"	54.00'	49.77'



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 5.1.

To: Regional Transportation Commission

From: Josh MacEachern, Public Information Officer

SUBJECT: 2025 Construction Communications & Outreach

RECOMMENDED ACTION

Acknowledge receipt of the 2025 Construction Communications and Outreach presentation.

BACKGROUND AND DISCUSSION

Periodically, the RTC Communications staff presents the RTC Board with a summary of communications/outreach activities. This report focuses the outreach approaches taken during the 2025 construction season, and the resulting media attention and valuation. It also discusses web and social media reach, as well as significant upcoming communications/outreach efforts in 2026.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 6.1.

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: Executive Director Report

RECOMMENDED ACTION

Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 6.2.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Federal Report Discussion

RECOMMENDED ACTION

Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 1/16/2026

Agenda Item: 6.3.

To: Regional Transportation Commission

From: Tracy Larkin Thomason, NDOT Director

SUBJECT: NDOT Report

RECOMMENDED ACTION

Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason or designated NDOT Deputy Director - no action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.
