

Location:



RENO SPARKS CONVENTION CENTER
4590 S. Virginia Street, Rooms A3+A4, Reno
Date/Time: 9:00 A.M., Friday, March 13, 2026

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

- I. The Reno Sparks Convention Center 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. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) 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.
- III. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- IV. The supporting materials for the meeting will be available at rtcwashoe.com/boardmeetings. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

NO ACTION WILL BE TAKEN AT THIS WORKSHOP
EXCEPT TO APPROVE AGENDA, CONSENT ITEMS AND TO ADJOURN

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

2. PUBLIC COMMENT

Please refer to paragraph II above.

3. APPROVAL OF AGENDA (For Possible Action)

4. CONSENT ITEMS (For Possible Action)

4.1 Engineering

- 4.1.1 Approve a contract with Avenue Consultants, Inc., for Engineering Staff Services for the RTC Traffic Management Center through September 30, 2027, in an amount not-to-exceed \$300,000. *(For Possible Action)*
- 4.1.2 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between RTC, TL Talus LLC, and City of Reno for offset-eligible improvements to the intersection improvements and roadway widening within the Talus Valley Town Center. *(For Possible Action)*

- 4.1.3 Approve an administrative settlement in the amount of \$62,995 authorizing RTC to acquire certain real property interests related to APN 086-390-32 from North Peak Owner NV LLC, for the Military Road Capacity and Safety Project. *(For Possible Action)*

4.2 Executive, Administrative and Finance Department

- 4.2.1 Acknowledge receipt of information related to the FY2027 coordinated regional approach to submitting Community Project Funding (CPF)/Congressionally Directed Spending (CDS) and developing requests that are focused on neighborhoods where local streets need rehabilitation. *(For Possible Action)*
- 4.2.2 Approve an Interlocal Cooperative Agreement with the State of Nevada Department of Human Services Division of Social Services for reimbursement of the cost of bus passes for its Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance programs (SNAP) not to exceed \$134,000. *(For Possible Action)*

5. WORKSHOP *(No Action Will be Taken at this Workshop)*

The purpose of the workshop is to discuss and possibly give general direction regarding policy and strategic objectives of the Regional Transportation Commission of Washoe County for the current Fiscal Year 2026 and Fiscal Year 2027, which may include, but not be limited to presentations, review, discussion and possible direction to the Executive Director and staff regarding:

5.1 WELCOME, OPENING REMARKS & STAGE SETTING

5.2 FISCAL YEAR 2026 STRATEGIC ROADMAP UPDATE

5.3 PLANNING FOR THE FUTURE OF PUBLIC TRANSPORTATION

5.4 PLANNING FOR THE FUTURE OF TRANSPORTATION & REGIONAL INTERCONNECTEDNESS

5.5 PROACTIVE MANAGEMENT OF CONGESTION

5.6 CLOSE OUT & SUMMARIZE DIRECTION

6. PUBLIC COMMENT

Please refer to paragraph II above.

7. ADJOURNMENT *(For Possible Action)*



REGIONAL TRANSPORTATION COMMISSION of Washoe County

Engineering & Construction • Planning • Public Transportation

Meeting Date: 3/13/2026

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Alex Wolfson, Project Manager

SUBJECT: Traffic Management Center Staff Support Master Services Agreement

RECOMMENDED ACTION

Approve a contract with Avenue Consultants, Inc., for engineering staff services for the RTC Traffic Management Center through September 30, 2027, in an amount not-to-exceed \$300,000.

BACKGROUND AND DISCUSSION

This is a "master services agreement" (MSA) with Avenue Consultants to provide professional design and engineering services on Traffic Design Standard projects as needed for a one-year period. This MSA contract structure will allow RTC to issue task orders for requested staff services during that period in a cumulative amount of up to \$300,000. The RTC Director of Engineering must approve any task orders.

The Traffic Management Center (TMC) is the central recommendation of the RTC's Intelligent Transportation Systems (ITS) Strategic Master Plan with the primary goal of operating the region's traffic signal and ITS infrastructure uniformly to ensure reliable and consistent performance of the regional roadway network.

Services to be carried out through this MSA include:

- Support development and implementation of traffic signal timing plans, phasing, and coordination strategies.
 - Support development of standard operating procedures for TMC functions.
 - Integrate and manage ITS technologies such as adaptive signal control, transit signal priority, and connected vehicle applications.
 - Support field technicians by performing independent diagnostics
 - Prepare traffic signal performance reports
-

Avenue Consultants was selected from the qualified Traffic Engineering Design and Construction Management Services list to perform these services. This will be an 18-month agreement with services projected to start in March 2026 and conclude in September 2027.

This item supports Strategic Roadmap Goal #4, "Proactively manage congestion" and FY2026 RTC Goal, "Launch full operations of the Regional TMC".

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

4/19/2024 - Approved a memorandum of understanding (MOU) between the Regional Transportation Commission of Washoe County (RTC), the City of Reno, the City of Sparks, and Washoe County to collaborate on the deployment recommendations contained within RTC's Intelligent Transportation Systems (ITS) Strategic Master Plan.

MASTER SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the 25-02 Traffic Engineering Design and Construction Management Services shortlist to provide traffic engineering staff support services in connection with RTC’s Traffic Management Center (the “Project”); and

WHEREAS, CONSULTANT will perform services on an as-needed basis, subject to annual funding availability, as specified in separate task orders (each a “Task Order”) to be agreed upon and executed by CONSULTANT and RTC.

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. 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.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work under a Task Order until both parties have executed the Task Order 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 the Task Order.
- 1.4. Task Orders must be approved and executed by RTC’s Director of Engineering.
- 1.5. The term of this Agreement shall be from the date first written above through September 30, 2027, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein. A new Task Order cannot be issued subsequent to that expiration date;

however, the period of performance of a Task Order may extend beyond that expiration date for the term specified in the Task Order. The provisions of this Agreement will remain in full force and effect during the term of the Task Order.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

Tasks and subtasks shall be completed in accordance with the scope of services in the Task Order. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.2. SCHEDULE OF SERVICES

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

2.3. TASK ORDERS

Task Orders shall be prepared using the templates in Exhibit B. Task Orders shall address the scope of services, deliverables, costs, schedule of performance, term, and any other material items for performance of the specified work. A budget and not-to-exceed costs for tasks and subtasks shall be negotiated and specified in the Task Order. In the event of a conflict between the terms and conditions of this Agreement and a Task Order, the terms and conditions of this Agreement will control.

2.4. CONTINGENCY

Contingency line items identified in a Task Order 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 out of contingency shall proceed only with the RTC Project Manager's written approval.

2.5. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in a Task Order. 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 a Task Order.

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.

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. The maximum amount payable to CONSULTANT to complete tasks in a Task Order shall be specified as a not-to-exceed amount in the Task Order and shall be based on rates established in Exhibit C. 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.
- 3.2. The maximum amount payable to CONSULTANT for all Task Orders resulting from this Agreement shall not exceed \$300,000.
- 3.3. RTC may issue Task Orders for CONSULTANT to provide services in connection with preparing for and/or appearing in any litigation. CONSULTANT shall not receive compensation for preparing for and/or appearing in the litigation: (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 within 15 days of the end of the bi

ling month. 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 information that is reasonably available to RTC and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.
- 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 execution of the Project that will be used in the Project and services rendered under this 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 Project 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 a Task Order or if CONSULTANT fails to comply with any other provisions of this Agreement or Task Order, 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 or any Task Order, 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 D, 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 D. 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 Alex Wolfson, P.E., 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's Project Manager is Jeff Lerud, P.E., 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
Alex Wolfson, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1880

CONSULTANT: Jeff Lerud, P.E.
Project Manager
Avenue Consultants Inc.
6605 S Redwood Rd.
Taylorsville, UT 84123
(775) 443-7665

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 or a Task Order shall not be deemed a waiver of any other provision 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 or any Task Order shall be effective unless it is in writing and signed by both parties.

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

AVENUE CONSULTANTS INC.

By: _____
Blake Unguren, P.E.
Executive Vice President

Exhibit A
Scope of Services

Exhibit A

SCOPE OF SERVICES FOR RTC TMC STAFF SUPPORT

Background

The purpose of this Master Services Agreement (MSA) is to support the Regional Transportation Commission of Washoe County (RTC) in providing Traffic Management Center (TMC) and traffic signal operations support services for RTC and its partner agencies. Services under this MSA are intended to support the management, implementation, and optimization of traffic signal operations throughout Washoe County. All services will be delivered through Task Orders in close coordination with RTC and partner agencies.

Scope of Services

The Scope of Services for this Agreement may include, but is not limited to, the following:

- Support development, implementation, and refinement of traffic signal timing plans.
- Support corridor retiming and progression analysis efforts.
- Provide recommendations related to signal phasing, detection, and operational modifications.
- Support signal timing and operational adjustments associated with construction projects.
- Assist RTC with development and operation of regional Traffic Management Center functions.
- Support monitoring and evaluation of signal system performance.
- Assist with development of standard operating procedures and regional guidance documents.
- Provide technical coordination with RTC staff and partner agencies.
- Support integration and evaluation of Intelligent Transportation Systems (ITS) technologies, including adaptive signal control, transit signal priority, and emerging technologies.
- Provide technical and field-related support, including review and verification of signal controller settings and operational parameters.
- Assist with preparation of technical memoranda, reports, and stakeholder presentations.
- Provide after-hours or time-sensitive operational support as defined in individual Task Orders.
- Support RTC to identify and scope future Task Orders as needed.

All work will be performed under individually executed Task Orders that define scope, schedule, staffing, and compensation.

Exhibit B

Task Order Template

Exhibit B

TASK ORDER TEMPLATE

**Task Order No. #
Master Services Agreement dated _____, 2026**

This Task Order No. # (this “Task Order”) is dated and effective as of _____, 2026, in accordance with the terms and conditions of the Master Services Agreement dated _____, 2026 (the “Agreement”), by and between the Regional Transportation Commission of Washoe County (“RTC”) and Avenue Consultants, Inc. (“CONSULTANT”).

WHEREAS, the parties entered into the Agreement for CONSULTANT to provide traffic engineering staff support services in connection with RTC the Traffic Management Center program through September 2027; and

NOW, THEREFORE, RTC and CONSULTANT agree as follows:

1. TERM

The term of this Task Order shall be from the date first written above through _____, 20***, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions of the Agreement.

2. SCOPE OF SERVICES

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

3. SCHEDULE OF PERFORMANCE

Tasks shall be completed in accordance with the schedule agreed to by the RTC Project Manager. Any change(s) to the schedule must be approved by RTC’s Project Manager.

4. COSTS

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

5. MAXIMUM COMPENSATION

The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in the Master Service Agreement. 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 amount for this Task Order: \$[_____].

6. OTHER PROVISIONS

All other provisions of the Agreement shall remain in full force and effect during the term of this Task Order, as if fully set forth herein.

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

AVENUE CONSULTANTS INC.

By: _____
Blake Unguren, P.E.
Executive Vice President

Exhibit C
Hourly Rates

Exhibit C

Rates for TMC MSA

Category	Rate
Admin Assist	\$110
Engineer I	\$110
Engineer II	\$120
Engineer III	\$140
Engineer IV	\$160
Engineer IX	\$260
Engineer Tech I	\$100
Engineer Tech II	\$115
Engineer Tech III	\$130
Engineer Tech IV	\$145
Engineer Tech V	\$160
Engineer Tech VI	\$175
Engineer V	\$180
Engineer VI	\$200
Engineer VII	\$220
Engineer VIII	\$240
Engineer X	\$280
Engineering Manager I	\$370
Engineering Manager II	\$390
Engineering Manager III	\$400
Engineering Manager IV	\$410
Graphic Designer	\$130
PI Assistant	\$105
PI Coordinator I	\$115
PI Coordinator II	\$130
PI Coordinator III	\$145
PI Manager	\$220
PI Specialist	\$170
PI Strategist	\$190

Category	Rate
Planner I	\$100
Planner II	\$110
Planner III	\$130
Planner IV	\$150
Planner IX	\$250
Planner V	\$170
Planner VI	\$190
Planner VII	\$210
Planner VIII	\$230
Planner X	\$270
Principal Engineering Manager	\$430
Project Controls Specialist	\$175
Project Manager I	\$155
Project Manager II	\$175
Project Manager III	\$195
Project Manager IV	\$215
Project Manager V	\$235
Senior Manager I	\$255
Senior Manager II	\$275
Senior Manager III	\$295
Senior Manager IV	\$315
Senior Manager V	\$335
Senior Manager VI	\$355
Sr Graphic Designer	\$150
Sr Technical Editor	\$205
Sr Training Specialist	\$200
Technical Editor	\$150
Training Specialist	\$170

Sr. Specilaized Support Lead	\$275
Signal Control Specialist	\$225

Exhibit D

Indemnification and Insurance Requirements

Exhibit D

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

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, Washoe County, City of Reno, City of Sparks, 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. Upon request, CONSULTANT agrees that RTC has the right to review CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno, City of Sparks, 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 \$25,000 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.



REGIONAL TRANSPORTATION COMMISSION of Washoe County

Engineering & Construction • Planning • Public Transportation

Meeting Date: 3/13/2026

Agenda Item: 4.1.2

To: Regional Transportation Commission

From: Jeff Wilbrecht, Engineering Manager

SUBJECT: RRIF Offset Agreement with TL Talus, LLC

RECOMMENDED ACTION

Approve a Regional Road Impact Fee (RRIF) offset agreement between RTC, TL Talus LLC, and City of Reno for offset-eligible improvements to intersections and roadways related to Talus Valley Town Center.

BACKGROUND AND DISCUSSION

Under the RRIF program, developers who construct or dedicate improvements contained in the RRIF Capital Improvement Program (CIP) will be credited for those contributions in RRIF waivers. To do this, the developer must enter into a RRIF Offset Agreement that will be approved by both the RTC and the local government. The RRIF Offset Agreement specifically identifies the proposed improvements, estimated RRIF waivers that will be earned, requirements for quality control/quality assurance, and the duties and responsibilities of each party.

The following improvements are eligible for RRIF waivers as part of this agreement:

- Intersection capacity improvements at South Meadows Parkway/Talus Valley Parkway
- Intersection capacity improvements at Veterans Parkway/Town Center Parkway
- Road widening improvements along Talus Valley Parkway and Town Center Parkway
- Culvert widening under the eligible roadway lanes at the Veterans Parkway intersection
- Ancillary signing and striping upgrades required for the roadway widening
- Right-of-way dedication associated with widening

The proposed development, consisting of 1,364 single-family residential units, is expected to generate \$7,403,792 in impact fees in accordance with the 7th Edition, Year 3 Indexing of the RRIF General Administrative Manual and Capital Investment Plan. The RRIF Offset Agreement being authorized by this action will result in an estimated \$4,611,011 in RRIF waivers being issued to TL Talus, LLC; waivers will be limited to the total anticipated RRIF due for the project.

FISCAL IMPACT

No fiscal impact will result from this action. The amount of RRIF waivers to the developer will be based on offset-eligible costs equal to or less than impact fees owed for all or a portion of the land uses within the development of record.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**VETERANS PARKWAY, STEAMBOAT PARKWAY, AND
THE REGIONAL ROAD NETWORK OF TALUS VALLEY
Roadway Widening, Intersection Capacity Improvements, and Right of Way Dedication**

**OFFSET AGREEMENT
Offset Agreement # 533003**

Between

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

And

**CITY OF RENO
a Municipal Corporation**

And

**TL TALUS LLC
Developer of Record**

For

**TALUS VALLEY TOWN CENTER
Development of Record**

SOUTH SERVICE AREA

TABLE OF CONTENTS

1. General..... 1

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

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

 1.3 Effective Date of Offset Agreement 1

 1.4 Eligibility of Improvements..... 1

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

 2.1 Description of the Development of Record 1

 2.2 Offered Improvements..... 2

 2.2.1 Description of Offered Improvements 2

 2.2.2 Completion and Acceptance of Offered Improvements 2

 2.2.3 Design and Construction Standards 2

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

 2.2.5 Warranty 2

3. RRIF Waivers 3

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

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

 3.3 Calculation of RRIF Waivers..... 3

 3.4 RRIF Waiver Usage and Transferability 3

 3.5 Interim RRIF Waivers..... 3

 3.6 Final RRIF Waiver Determination..... 3

 3.7 Expiration of RRIF Waivers 4

4. Miscellaneous 4

 4.1 Governing Law: Venue..... 4

 4.2 Entirety and Amendments..... 4

 4.3 Invalid Provisions 4

 4.4 Parties Bound and Assignment 4

 4.5 Further Acts 4

 4.6 Headings 4

 4.7 Notice..... 4

 4.8 Receipt Defined 5

 4.9 Due Authorization..... 6

 4.10 Indemnification..... 6

 4.11 Termination of Offset Agreement..... 6

 4.12 Future Development Approvals..... 6

SIGNATURE PAGE 7

EXHIBITS

- EXHIBIT “A”** **Section X of the Regional Road Impact General Administrative Manual, Current Edition**
- EXHIBIT “B”** **Site Plan and Phasing of Development of Record**
- EXHIBIT “C”** **Offered Improvements Applications/Submittals**
- EXHIBIT “D”** **Letter of Approval**
- EXHIBIT “E”** **Developer of Record QA/QC Program RTC Special Technical Specifications for Regional Road Impact Fee Projects**
- EXHIBIT “F”** **Standard Specifications for Public Works Construction
Section 100.17 “Material and Workmanship – Warranty of Corrections”**
- EXHIBIT “G”** **RRIF Rate Schedule as of the Date of the RRIF Offset Agreement**
- EXHIBIT “H”** **Interim RRIF Waiver Request Schedule**

OFFSET AGREEMENT

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

1. General

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

2. The Development of Record and Offered Improvements.

- 2.1 **Description of the Development of Record.** The Development of Record for which the RRIF Waivers shall be issued is known as Talus Valley Town Center. The Developer of Record owns or is the agent for the record owners of the entire Development. A site plan and proposed phasing of the Development of Record, is attached hereto as Exhibit “B”.

2.2 **Offered Improvements.**

2.2.1 **Description of Offered Improvements.** The Developer of Record has submitted an application shown herein as Exhibit “C” describing the specific Offered Improvements which the Developer of Record proposes to construct and/or dedicate. The Offered Improvements are generally described as Intersection improvements where South Meadows Parkway and the future Talus Valley Parkway intersect, intersection improvements where Veterans Parkway and the future Town Center Parkway intersect, road improvements for the future Talus Valley Parkway and future Town Center Parkway, culvert improvements under the eligible road lanes at the Veterans Parkway intersection, minor signing and striping upgrades required for roadway, and dedication of right of way. The RTC RRIF Administrator and Local RRIF Administrator have approved the application, subject to the limitations set forth in the letter of approval incorporated herein as Exhibit “D”.

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

2.2.3 **Design and Construction Standards.** All design and construction of the Offered Improvements shall be in accordance with the latest edition of the Standard Specifications as of the date of this agreement for Public Works Construction (“Standard Specifications”), including any addenda, as adopted by the Participating Local Government and modified by the Special Technical Specifications (“STS”) as prepared by RTC and contained herein as part of Exhibit “E”. Additionally, all design and construction of Offered Improvements shall be in accordance with all policies of the RTC, including the latest version as of the date of this agreement of the

following: Policy for the Street and Highway Program, RRIF CIP, and Traffic Noise Mitigation Policy Report, all incorporated herein as if fully set forth. In the case of conflicting standards, the conflict shall be brought to the immediate attention of the RTC RRIF Administrator who shall, in conjunction with the Local RRIF Administrator, resolve the discrepancy within five (5) working days.

2.2.4 **Quality Assurance/Quality Control (QA/QC).** In making the Offered Improvements, the Developer of Record shall institute a QA/QC Program meeting the requirements of Exhibit "E". The Developer of Record may utilize an alternate QA/QC Program with the approval of the RTC RRIF Administrator and Local RRIF Administrator.

2.2.5 **Warranty.** The Developer of Record shall warrant all materials and workmanship of the Offered Improvements in accordance with the provisions of the latest edition of the Standard Specifications. The Developer of Record is directed in particular to Section 117.00 which is contained herein as Exhibit "F".

3. **RRIF Waivers.**

3.1 **The Developer of Record and Development of Record.** The Developer of Record is the party to whom all RRIF Waivers earned under this Offset Agreement shall be issued. RRIF Waivers earned under this Offset Agreement may not be applied outside of the Development of Record.

3.2 **RRIF Waivers are Personal Assets of The Developer of Record.** The parties agree that all RRIF Waivers received pursuant to this Offset Agreement shall be the personal assets of the Developer of Record.

3.3 **Calculation of RRIF Waiver.** RRIF Waivers will be expressed in dollars upon the final RRIF Waiver determination pursuant to Section 3.5. RRIF Waivers may be utilized to pay Regional Road Impact Fees which would otherwise be due for development within a Development of Record. To the extent RRIF Waivers are utilized for development of units and land uses in strict conformance with the location of the development of record as included in Exhibits "B" and as described in Exhibit "C," RRIF Waivers earned shall be applied as if a Building Permit (or Certificate of Occupancy, whichever applies) were granted for each such unit of development as of the date of this Offset Agreement, notwithstanding that actual construction of such unit of development occurs thereafter. For sake of clarity, it is the parties' intent that Regional Road Impact Fees for all future development within the Development of Record which is conducted in conformity with Exhibits "C" assumed land uses and within the Development of Record described in Exhibit "B" shall be "grandfathered in" at the RRIF rates existing as of the date of this Offset Agreement, up to the total amount identified in the Notice of RRIF Waiver. The rates existing as of the date of this Offset Agreement are attached hereto as Exhibit "G". To the extent units of development or land uses are changed from the uses depicted in Exhibit "B" and Exhibit "C," or the legal description of the Development of Record is modified are still within the originating footprint of

the Development of Record, earned RRIF Waivers may be used within the Development of Record for such development, but the RRIF Waivers must be utilized at the then-current Regional Road Impact Fee rate as of the date of issuance of the Building Permit for each unit of development.

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

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

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

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

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

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

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

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

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

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

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

- 4.1 **Governing Law: Venue.** This Offset Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Offset Agreement. Venue for any legal action arising out of this Offset Agreement shall be in Washoe County, Nevada.
- 4.2 **Entirety and Amendments.** This Offset Agreement embodies the entire Offset Agreement between the parties and supersedes all prior negotiations, agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, provided that nothing contained in Subsection 4.2 shall be interpreted to change, amend or modify the conditions of the Development of Record approval by the Participating Local Government. No oral statements or representations made before or after the execution of this Offset Agreement regarding the subject matter of this Offset Agreement are binding on any party, nor may any such oral statements or representations be relied on by a party.
- 4.3 **Invalid Provisions.** If any provision of this Offset Agreement is held to be illegal, invalid, unenforceable under present or future laws, such provision shall be fully severable. The Offset Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Offset Agreement. The remaining provisions of the Offset Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Offset Agreement.
- 4.4 **Parties Bound and Assignment.** The Offset Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. The Developer of Record may assign RRIF Waivers which have been calculated pursuant to Section 3.6 to a successor developer or developers, provided however, that such RRIF Waivers may only be utilized to offset Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.
- 4.5 **Further Acts.** In addition to the acts recited in this Offset Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.
- 4.6 **Headings.** Headings used in this Offset Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Offset Agreement.
- 4.7 **Notice.** All notices given pursuant to this Offset Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**REGIONAL TRANSPORTATION COMMISSION,
Engineering Department**

Attn: Jeff Wilbrecht, P.E.
1105 Terminal Way, Suite 108
Reno, Nevada 89502
Telephone: (775) 335-1872

THE CITY OF RENO
Community Development

Attn: Doug buck, P.E.
1 East 1st St
Reno, NV 89501
Telephone: (775) 303-9234

Developer of Record

Attn: Kelly Winner
10345 Professional Circle, Suite 200
Reno, NV 89521
Telephone: (775) 305-1251

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

- 4.8 **Receipt Defined.** For the purposes of this Offset Agreement, the term “receipt” shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.
- 4.9 **Due Authorization.** The parties agree that they have the legal authority to enter into this Offset Agreement and the undersigned officer, representative or employee represents that he or she has the authority to execute this agreement on the behalf of the party represented.
- 4.10 **Indemnification.** Developer of Record shall indemnify, defend and hold harmless the RTC and the Participating Local Government, their offices, officials, employees and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, action, attorneys, fees, or expenses of any kind (“claims”) that arise out of, or are in way related, in whole or in part to the negligence or misconduct, or acts or omissions, of the Developer of Record, its officers, agents, employees, members, volunteers, contractors and anyone else for whom it is legally liable, while performing or failing to perform Developer of Record’s duties under this Offset Agreement. Said indemnification excludes any claims to the extent caused by the negligence or willful misconduct of the RTC and /or the Participating Local Government. The Developer of Record’s obligations set forth in this Section shall expire and terminate as to any claims based on, related to, arising from or in connection with the Offered Improvements’ failure to comply with the Standard Specifications on the date of expiration of the applicable warranty period provided in Section 2.2.5 above.

- 4.11 **Termination of Offset Agreement.** This Offset Agreement may be unilaterally terminated by the RTC RRIF Administrator if twelve (12) consecutive months elapse without reasonable progress being made on the Offered Improvements. In the event of any such termination, Interim RRIF Waivers must be immediately surrendered or repaid in accordance with Section 3.5.
- 4.12 **Future Development Approvals.** The Participating Local Government agrees that future development approvals for the Development of Record shall not be denied on the basis of the policy level of service being exceeded on the Offered Improvements.

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

REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government

By: _____
Bill Thomas, AICP, Executive Director

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this ____ day of _____,
_____, by Bill Thomas, Executive Director of the Regional Transportation Commission.

Notary Public

CITY OF RENO
A Municipal Corporation

APPROVED AS TO LEGAL FORM:

By: _____
Hillary Schieve, Mayor

By: _____
City Attorney

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

The above-instrument was acknowledged before me this _____ day of _____, 20__ by
Hilliary Schieve, Mayor of the City of Reno, Nevada.

Attest by City Clerk: _____
City Clerk

DEVELOPER OF RECORD:

TL Talus, LLC

By: _____ Date: _____

Kelly Winner, Vice President of Land Development

STATE OF NEVADA

COUNTY OF WASHOE

On the _____ day of _____, 20__, _____
personally appeared before me, a Notary Public, and acknowledged to me that the party executed the above
instrument for the purpose therein contained.

Notary Public

My Commission Expires: _____

EXHIBIT "A"
**(Section X of the Regional Road Impact
Fees General Administrative Manual, Current Edition)**

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

A. General

1. RRIF Waivers.

- a. RRIF Waivers are credits against RRIF Fees for Offset-Eligible Costs in an amount equal to or less than the RRIF Fees owed for the land uses within a Development of Record.
 - b. RRIF Waivers are approved in a Notice of RRIF Waiver issued pursuant to an Offset Agreement. When a Notice of RRIF Waiver is issued, RRIF Fees assessed by the Participating Local Government will be “waived” until the RRIF Fees waived within the Development of Record cumulatively equal the amount of Offset-Eligible Costs approved in the Notice of RRIF Waiver.
 - c. In the event the land uses within the Development of Record are modified greater than 10% of the land uses as identified in the Offset Agreement, RRIF Waivers will be re-evaluated at the then-current RRIF Fee. The determination of a RRIF Waiver modification will be based on a comparison of the RRIF Fees owed for the modified land uses, including any completed portions of the development, and the RRIF Fees owed as identified in the Offset Agreement. The Local RRIF Administrator will notify the RTC RRIF Administrator of the modification for the Development of Record. The RTC RRIF Administrator will issue a new Notice of RRIF Waiver with the remaining value of RRIF Waivers expressed in dollars. All remaining RRIF Waivers shall be utilized at the then-current RRIF Fee as of the date of issuance of the building permit for each unit of development.
2. The RTC RRIF Administrator and legal counsel are the sole officials authorized to communicate, on behalf of the RTC, with a person submitting an application for RRIF Waivers. Representations and communications by other officials, unless expressly authorized by the RTC RRIF Administrator, may not be relied upon for purposes of RRIF Fee obligations, Offered Improvements, or the terms of a proposed Offset Agreement. The Offset Agreement shall supersede all prior written and oral communications, regardless of source.
 3. Any offer to dedicate or construct Offset-Eligible Improvements, pursuant to this Section and the Offset Agreement, may be withdrawn at any time prior to the transfer of legal title.

B. Offset Agreement

1. With respect to improvements commenced on or before November 1, 2018, Offset Agreements must be approved prior to the start of work on any

Offset-Eligible Improvement and prior to the issuance of any building permit for which RRIF Waivers are requested. With respect to improvements commenced after November 1, 2018, Offset Agreements must be approved prior to the earliest to occur of: (i) twelve (12) months from commencement of construction of the Offset-Eligible Improvement, (ii) completion of work on any Offset-Eligible Improvement, and (iii) utilization of RRIF Waivers earned as a result of construction of any Offset-Eligible Improvement.

2. When the Offered Improvements are completed, the RTC RRIF Administrator will prepare a Notice of RRIF Waiver.
3. The Local RRIF Administrator will inspect and accept the Offset-Eligible Improvements.
4. The RTC RRIF Administrator will issue the Notice of RRIF Waiver, pursuant to the Offset Agreement, to approve the RRIF Waivers.
5. An interim Notice of RRIF Waiver may be issued during phases of construction or dedication of land that provide reasonable assurance that over-crediting shall not occur, if authorized in the Offset Agreement.
6. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under the Offset Agreement, the Developer of Record shall pay the actual RRIF Fees which would have otherwise been due.

C. Procedure for Offset Agreements

1. The Developer of Record shall submit an application for RRIF Waivers to the RTC RRIF Administrator on a form provided by the RTC for such purposes.
2. Upon receipt of a complete application for RRIF Waivers, the RTC RRIF Administrator will distribute the application materials to legal counsel, other appropriate RTC staff, and the Local RRIF Administrator for each Participating Local Government in which the Offered Improvements are located (the “affected Participating Local Government”).
3. The RTC RRIF Administrator will coordinate with the Local RRIF Administrator for each affected Participating Local Government to ensure all comments are received and given consideration prior to RTC Board approval of the Offset Agreement.
4. After review by legal counsel, other appropriate RTC staff, and the RRIF Administrator of each affected Participating Local Government, the RTC RRIF Administrator will prepare a staff report and Offset Agreement for consideration by the RTC Board and the governing bodies of the affected Participating Local Governments.

- a. The RTC RRIF Administrator's staff report and Offset Agreement will establish which Offered Improvements qualify as Offset-Eligible Costs and the appropriate dollar amount and approved land use designations of any resulting RRIF Waivers, according to the provisions of this Manual.
 - b. The amount of RRIF Waivers for a Development of Record may not exceed the actual Offset-Eligible Costs, as described in Section X.
 - c. RRIF Waivers shall be expressed in dollars and by the amount of RRIF Fees to be waived in terms of land uses using the fee schedule in effect as of the date of approval of the Offset Agreement.
 - d. If the RTC RRIF Administrator determines that cost estimates submitted by the Developer of Record are either unreliable or inaccurate, the final determination of the amount of RRIF Waivers shall be made by the RTC RRIF Administrator based upon reasonable engineering criteria, construction cost estimates, property appraisals, or other professionally accepted means of determining the value of the Offered Improvements.
5. Based on the staff report of the RTC RRIF Administrator, the provisions of this Manual, the RRIF Capital Improvements Plan, available funds for RTC projects, and other relevant factors, the RTC Board and the governing bodies of the affected Participating Local Governments will make a final decision whether to accept, reject, or to propose amendments to the Offset Agreement.
 6. Once a final decision has been made by the RTC Board and the governing bodies of the affected Participating Local Governments, the RTC RRIF Administrator will send by registered mail a copy or copies of the approved Offset Agreement for the final consent and signature of the Developer of Record. The Offset Agreement will be deemed to have been received by the Developer of Record three (3) days after mailing by the RTC RRIF Administrator.
 7. The Developer of Record must sign, date, and return the approved Offset Agreement indicating their consent to the terms therein within thirty (30) days of receiving the approved Offset Agreement from the RTC RRIF Administrator. If the RTC RRIF Administrator does not receive the signed Offset Agreement within thirty (30) days, the application for RRIF Waivers will be deemed withdrawn.
 8. Unless an executed Offset Agreement expressly provides otherwise, i.e. if interim RRIF Waivers are authorized in the Offset Agreement, RRIF Waivers will not be approved in a Notice of RRIF Waivers until all Offset-Eligible Improvements have been completed and, if applicable,

dedicated to the RTC or the affected Participating Local Governments as provided in the Offset Agreement.

9. Land dedications accepted as an Offset-Eligible Improvement must be accompanied by the following documentation prior to issuance of a Notice of RRIF Waiver, as provided below:
 - a. The delivery to the appropriate governmental body of an irrevocable offer of dedication, with sufficient funds to pay all costs of transfer of title including recording.
 - b. The escrow of taxes for the current year or the payment of said taxes for the year.
 - c. The issuance of a title insurance policy subsequent to recording of the deed and escrow of taxes.
10. Unless expressly provided otherwise in an Offset Agreement, it is the responsibility of the Developer of Record to submit sufficient documentation to the RTC RRIF Administrator to establish that the terms of the Offset Agreement have been met.
11. Once the RTC RRIF Administrator has made a determination that the terms of the Offset Agreement have been met, the RTC RRIF Administrator will issue a Notice of RRIF Waiver to the Developer of Record.

D. Contents of Applications for RRIF Waivers

1. The application for RRIF Waivers must contain the information and documentation required by this Section and sufficiently identify and describe the Offered Improvements which otherwise would have been built by the RTC with collected RRIF Fees.
2. Each application for RRIF Waivers must contain the following:
 - a. The name of the Developer of Record offering to make Offset-Eligible Improvements and requesting RRIF Waivers.
 - b. The contribution, payment, construction, or land dedication which will constitute the Offered Improvements and the legal description or other adequate description of the project or development, referred to and the Development of Record, to which the Offered Improvements are related.
 - c. The name, address, phone number, fax number, email address and contact person of the Developer of Record.
 - d. The name, Local Government File Number, and three copies of the site plan of the Development of Record.

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

E. Contents of Offset Agreements

- 1. No dedication or construction project may be accepted in exchange for RRIF Waivers except pursuant to an Offset Agreement, which must include the following:
 - a. The projected costs for the Offered Improvements, based on the valuation provisions of Section X, including provisions for verifying costs and facilitating changes in costs or plans.
 - b. The time by which the construction of the Offered Improvements shall be paid, completed, or dedicated and any provisions for extensions thereof.
 - c. The proposed amount in dollars and land uses of RRIF Waivers, based on the estimated costs of the Offered Improvements.
 - d. The terms and conditions that must be met before the RTC RRIF Administrator will issue a Notice of RRIF Waiver, in accordance with the provisions of this Manual.
 - e. RRIF Waivers shall be limited to use for the payment of RRIF Fees associated with the Development of Record listed in the Offset Agreement. RRIF Waivers shall not expire.
 - f. RRIF Waivers shall be assigned to offset the RRIF Fees within the Development of Record pursuant to the Offset Agreement.

- g. If the designated land uses for the Development of Record identified in the Offset Agreement change, the remaining waivers shall be reassessed as outlined in the provisions in Section X.A.
 - h. A provision requiring that all Offset-Eligible Improvements accepted will be in accordance with RTC requirements and standards.
 - i. Any labor, work safety, prevailing wage, or other applicable laws or regulations with which the Developer of Record must comply.
 - j. Such other terms and conditions agreed to by the parties.
2. Any changes to an Offset Agreement approved by the RTC Board, other than those addressed in Section X.F, will require an amendment to the Offset Agreement using the same procedures as its original approval.

F. Calculation of RRIF Waivers.

1. Eligibility.

- a. RRIF Waivers may be approved only for Offset-Eligible Costs, which are limited to the costs the RTC otherwise would have incurred for RRIF Capital Improvements.
- b. RRIF Waivers may be provided only pursuant to a valid Offset Agreement, executed according to the provisions of this Manual.
- c. Offset-Eligible Costs are available for RRIF Waivers only if associated with Offset-Eligible Improvements that meet design standards approved by the RTC and the affected Participating Local Government, and only to the extent such costs do not exceed the scope of the project as planned by the RTC and reflected in the RRIF Capital Improvements Plan or as described in the applicable Offset Agreement.

2. Valuation.

- a. RRIF Waivers approved by the RTC pursuant to a Notice of RRIF Waivers will be based on, and may not exceed, the actual verified costs of the dedication or construction of the Offset-Eligible Improvements accepted by the affected Participating Local Government.
- b. The RTC will not approve RRIF Waivers in excess of the RRIF Fees owed for a Development of Record as of the date of the applicable Offset Agreement.
- c. The amount of RRIF Waivers shall be calculated as follows:
 - (1) Construction of Facilities and Provision of Equipment. The RRIF Waivers may not exceed the actual cost of construction or equipment, as evidenced by receipts and other sufficient documentation provided by the developer of the public facility and verified by the RTC RRIF Administrator. Actual costs shall be based on local information for similar improvements; may include the cost of construction, planning feasibility, alignment studies, plan-line studies, preliminary engineering, relevant geotechnical, environmental and cultural resource studies, permitting, the cost of all lands, property, rights, easements, and franchises acquired, construction financing charges, plans and specifications, surveys, engineering and legal services, construction inspection and testing, and all other expenses necessary or incident to determining the feasibility or practicability of such construction.

(2) Dedication of Land.

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

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

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

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

G. Usage of RRIF Waivers.

1. Participating Local Governments shall waive RRIF Fees otherwise owed either at the time of issuance of a building permit or issuance of the Certificate of Occupancy, as the case may be, if the RTC RRIF Administrator has issued a Notice of RRIF Waiver for the Development of Record.
2. RRIF Waivers may be used to pay up to 100% of the RRIF Fees due as the result of development within the Development of Record.
3. RRIF Waivers may not be used to pay for RRIF Fees due as a result of development outside of the Development of Record.
4. RRIF Waivers are transferable to a third party. To transfer RRIF Waivers, the current holder of RRIF Waivers will notify RTC through the RRIF Automation Program of the amount of RRIF Waivers to be transferred and the name and contact information of the third party. RRIF Waivers will be subtracted from the current holder's account and transferred to a new account in the name of the third party.

5. Upon transfer, RRIF Waivers may be used by the transferee to pay up to 100% of the RRIF Fees due as the result of development within the Development of Record.

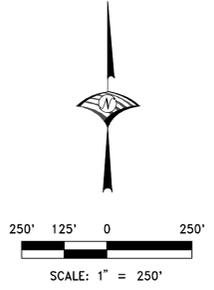
EXHIBIT "B"
(Site Plan and Phasing of Development of Record)

OVERALL EXHIBIT FOR
TALUS VALLEY TOWN CENTER
 TL TALUS LLC

RENO

NEVADA

OCTOBER, 2025



DEVELOPMENT OF RECORD:
 TALUS VALLEY TOWN CENTER



DEVELOPMENT OF RECORD - VILLAGES

- VILLAGE 10A
- VILLAGE 10B
- VILLAGE 11A
- VILLAGE 11B
- VILLAGE 12A
- VILLAGE 12B
- VILLAGE 13
- VILLAGE 14
- VILLAGE 15
- VILLAGE 16A
- VILLAGE 16B
- VILLAGE 17
- VILLAGE 18
- VILLAGE 19
- VILLAGE 20A
- VILLAGE 20B
- VILLAGE 21
- VILLAGE 22A
- VILLAGE 22B

EXHIBIT "C"
(Offered Improvements Application/Submittals)



WOOD RODGERS

January 20th, 2026

Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502
C.O. RRIF Administrator

Re: Talus Valley Town Center RRIF Offset Waiver Letter of Intent

To Whom It May Concern,

Wood Rodgers is submitting this Letter of Intent to pursue an RRIF Offset Agreement on behalf of our client TL Talus LLC. TL Talus LLC will be constructing intersection improvements on South Meadows Parkway and Veterans Parkway, as well as proposed backbone improvements to serve the Talus Valley Town Center project.

Talus Valley Town Center is part of the Overall Daybreak Planned Unit Development in the City of Reno and will encompass several single-family subdivisions totaling 1364 units in the RTC South Service Area, as well as future development in the area. The Developer, TL Talus, LLC, will construct the proposed improvements as part of the regional improvement program (2050 RTP). These improvements are eligible for an RRIF Offset Agreement per the 7th Edition RRIF General Administrative Manual (GAM). Please see the attached RRIF Waiver Exhibit for eligible improvements.

Components of the proposed RRIF Eligible Improvements will be constructed under two City of Reno building permits, the proposed backbone and intersection improvements under permit SIT25-00012E and the Veterans Parkway intersection culvert under permit BLD25-10367E. Please see the attached civil improvement plans. The improvements are part of the backbone roadway construction to serve Talus Valley Town Center subdivisions 10A, 10B, 11A, 11B, 12A, 12B, 13, 14, 15, 16A, 16B, 17, 18, 19, 20A, 20B, 21, 22A and 22B. These subdivisions have a total of 1364 units that require Regional Road Impact Fees in Talus Valley Town Center.

The **Capital Improvements** include:

- Intersection improvements where South Meadows Parkway and Talus Valley Parkway intersect
- Intersection improvements where Veterans Parkway and Town Center Parkway intersect
- Road Improvements for Talus Valley Parkway and Town Center Parkway
- Culvert improvements under the eligible road lanes at the Veterans Parkway Intersection
- Minor signing and striping upgrades required for roadway

The project **Construction Plans and Specifications** have been approved by the City of Reno. The plans can be made available upon request.

The **Developer of Record for Talus Valley Town Center** is:

TL Talus LLC
Kelly Winner
10345 Professional Circle, Suite 200
Reno, NV 89521
Ph: (775) 305-1251
kwinner@tollbrothers.com

The **Development of Record** will cover all APNs for Talus Valley Town Center:

Talus Valley Town Center APNs-

165-322-15
165-322-16
165-322-17
165-322-18
165-322-19
165-322-20
165-322-21
165-322-22
165-322-23
165-322-24
165-322-25
165-322-26
165-322-27
165-322-28
165-322-29
165-011-52
021-270-48

The **Site Plan** exhibit for the eligible improvements is included as an attachment to this letter.

Approved Land Uses within the developments and the **Associated Regional Road Impact Fees** based on applicable impact fee schedule (7th Edition, Year 3 Indexing, included as an attachment) are as follows:

Talus Valley Town Center

Single Family development of Talus Valley Town Center (South Service Area) –
1364 units @ \$5,428.00/unit = **\$7,403,792.00**

The **Engineer of Record** for this offset agreement is:

Wood Rodgers, Inc.

Matt Roulias, PE

1361 Corporate Boulevard

Reno, NV 89502

Ph: (775) 823-4068

Fax: (775) 823-4066

mroulias@woodrodgers.com

Qualifications of Inspection and Testing Firm:

The Wood Rodgers Construction Testing and Inspection program is managed by Justin McDougal, PE, a Nevada Registered Engineer. Wood Rodgers' lab is AASHTO R-18 accredited and ASTM E 329 (Standard Specification of Agencies Engaged in Construction Inspection, Testing, or Special Inspection) compliant for concrete, aggregates, hot-mix asphalt, and soil. This includes staffing our projects with NAQTC, ACI, and ICC certified personnel.

Wood Rodgers' personnel have been successfully providing materials and laboratory testing services for Northern Nevada, in accordance with AASHTO, NDOT, and ASTM testing standards and methods, for over 40 years. We are AMRL/AAP accredited with Quality Systems certifications for aggregates, Portland cement concrete, hot mix asphalt, and soils (specifically, ASTM C 1077 Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction; ASTM D 3666 Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials; ASTM 3740 Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; and ASTM E 329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection).

Preliminary Engineering Cost Estimate for Proposed Improvements:

Proposed RRIF offset eligible improvements are represented in the attached exhibits (South Meadows Parkway Intersection Improvements, Talus Valley Parkway Improvements, Town Center Parkway Improvements and Veterans Parkway Intersection Improvements). Table 1 below describes the total RRIF Offset Eligible Costs separated between total right-of-way dedication and total construction costs associated with intersection improvements to South Meadows Parkway and Veterans Parkway, and proposed Talus Valley Parkway and Town Center Parkway road improvements.

Table 1: Total RRIF Offset Eligible Capacity Improvements	
Total Eligible ROW Dedication	\$459,689
Total Eligible Construction Costs	\$4,151,322
Total RRIF Offset Eligible Improvements	\$4,611,011

Traffic Design Report & Project Eligibility:

Justification/explanation of the capacity improvements and verification that the improvements will provide operations within policy level of service for at least 10 years, is provided in the report *Transportation Impact Study for Daybreak Planned Unit Development* by Traffic Works, LLC dated August 27, 2018. The report and *Traffic Study Update* by Headway Transportation dated September 27, 2019, are included as an attachment to this letter.

Project Specifications

All work will be required to comply with the Standard Specifications for Public Works Construction (Orange Book) current edition, consistent with RTC requirements for Public Works projects. The plans are to be permitted with the City of Reno, and follow the standards required by the jurisdiction.

Construction Schedule

The improvements are anticipated to be phased, with the culverts constructed first starting in the spring of 2026 and being completed by fall of 2026. Construction may begin on the utility and surface improvements directly after the culvert, or there may be a gap in construction. Utility and surface improvements are anticipated to be completed by the Fall of 2026.

Please contact me if you require any additional clarifications or have any questions.

Sincerely,

Wood Rodgers, Incorporated



Carson Humes, E.I.T.
775-393-1272, chumes@woodrogers.com

Enclosures:

1. RTC RRIF Waiver Exhibit (Site Plan)
2. 7th Edition, Year 3 Indexing RRIF Schedule
3. Preliminary RRIF Offset Eligible Cost Estimate
4. Transportation Impact Study for Daybreak
Planned Unit Development
5. Civil Improvement Plans, Talus Valley Town
Center Backbone Phase 1
6. Civil Improvement Plans, Culverts

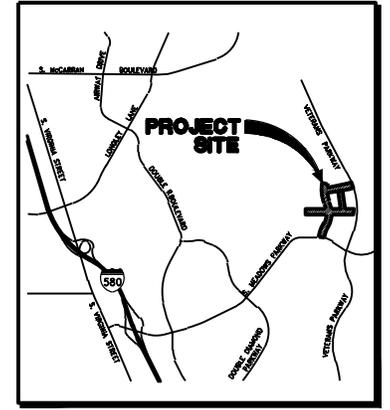
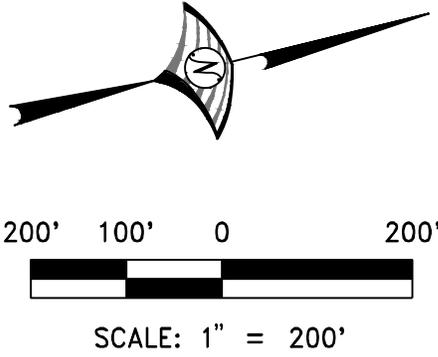
TALUS VALLEY TOWN CENTER

TL TALUS LLC

RENO

NEVADA

SEPTEMBER, 2025



LEGEND

- 6" AC PAVEMENT W/12" BASE
- 5" AC PAVEMENT W/8" BASE
- PCC PEDESTRIAN RAMP W/6" BASE
- PCC ISLAND PAVING W/6" BASE
- 6" MEDIAN CURB W/6" BASE

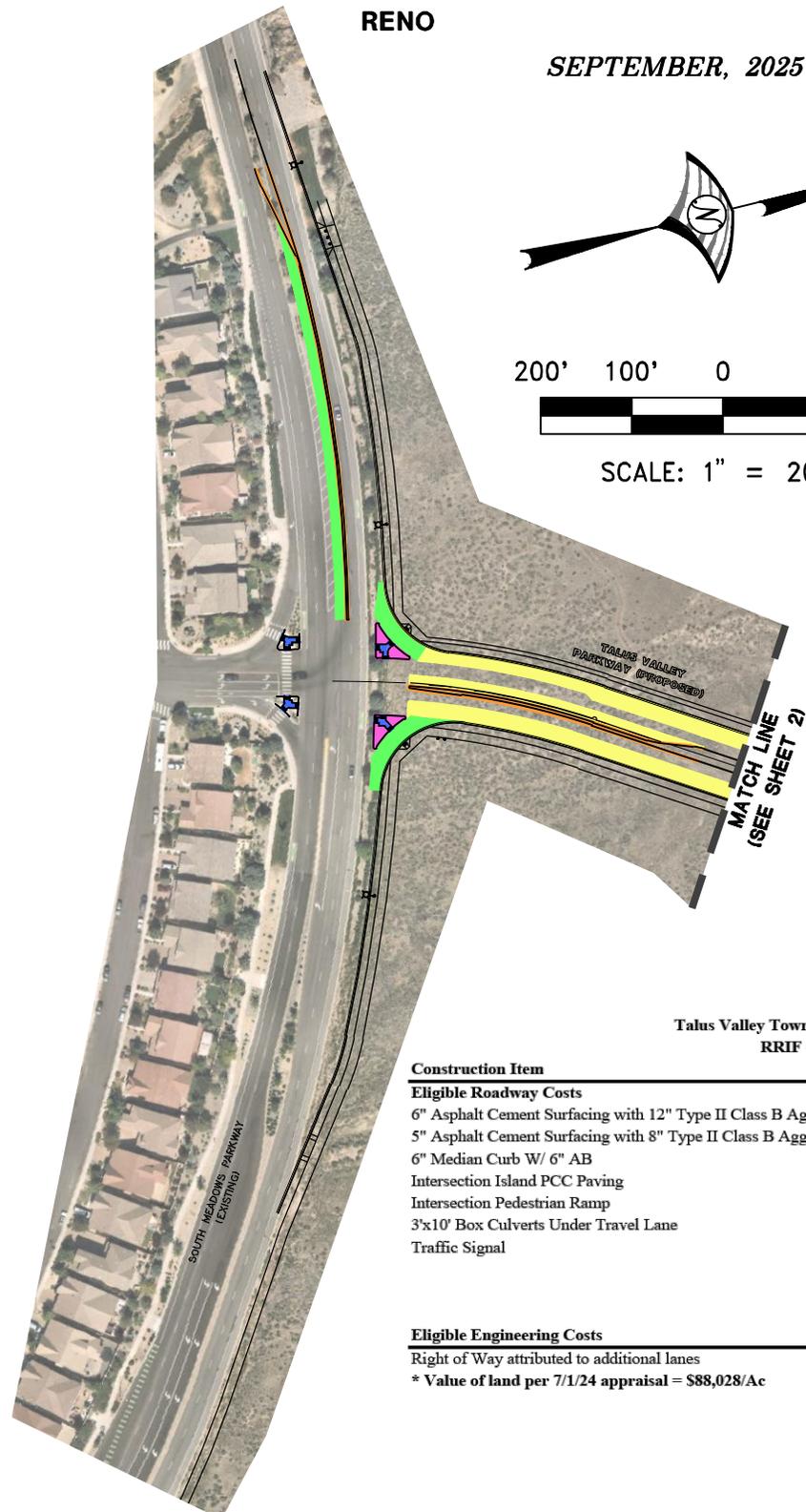


Table 1
Talus Valley Town Center Back Bone Phase 1 - Sheet 1
RRIF Offset Eligible Summary

Construction Item	Unit	Quantity	Unit Cost	Total
Eligible Roadway Costs				
6" Asphalt Cement Surfacing with 12" Type II Class B Agg. Base	SF	8,051	\$7.25	\$58,369.75
5" Asphalt Cement Surfacing with 8" Type II Class B Agg. Base	SF	14,559	\$6.80	\$99,000.38
6" Median Curb W/ 6" AB	LF	1,685	\$24.00	\$40,449.60
Intersection Island PCC Paving	SF	1,068	\$8.75	\$9,341.06
Intersection Pedestrian Ramp	EA	4	\$2,200.00	\$8,800.00
3'x10' Box Culverts Under Travel Lane	LF	-	\$2,160.00	\$0.00
Traffic Signal	EA	1	\$1,200,000.00	\$1,200,000.00
			Sub Total	\$1,415,960.80
Eligible Engineering Costs				
Right of Way attributed to additional lanes	Ac	0.544	\$88,028.00	\$47,848.41
* Value of land per 7/1/24 appraisal = \$88,028/Ac				
			Sub Total	\$47,848.41

9/3/2025

RTC WAIVER EXHIBIT - SHEET 3

TALUS VALLEY TOWN CENTER

TL TALUS LLC

RENO

NEVADA

SEPTEMBER, 2025

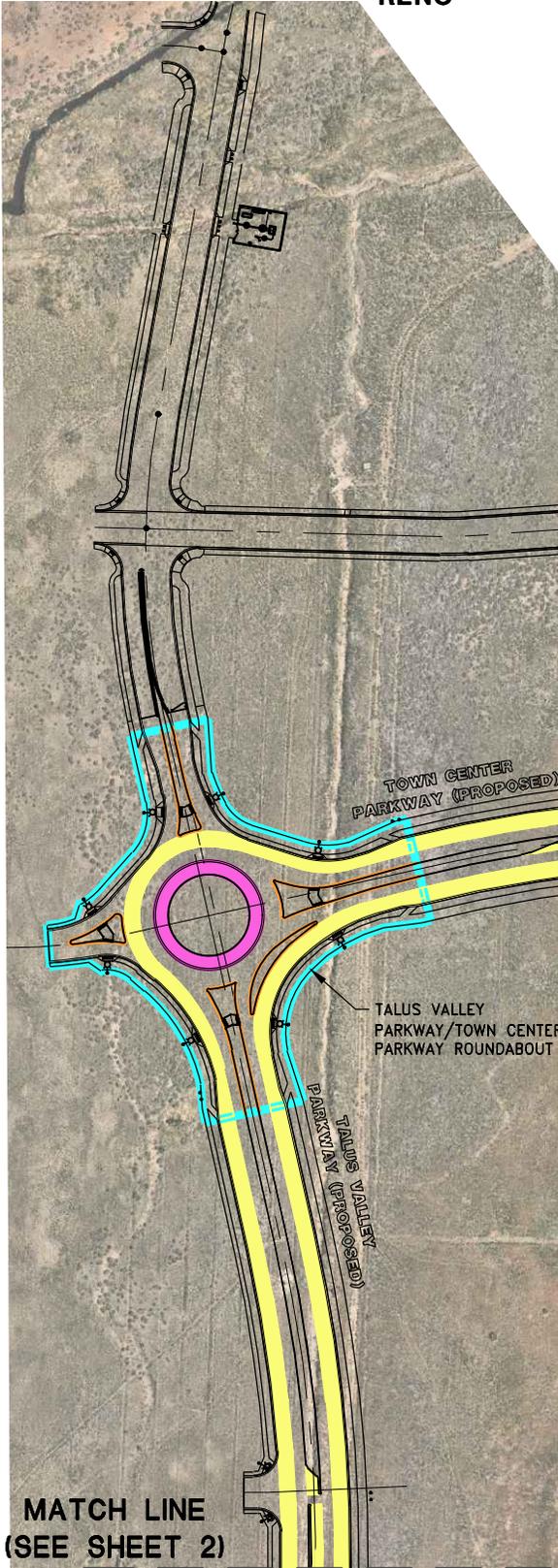
9/3/2025

Table 3
Talus Valley Town Center Back Bone Phase 1 - Sheet 3
RRIF Offset Eligible Summary

Construction Item	Unit	Quantity	Unit Cost	Total
Eligible Roadway Costs				
6" Asphalt Cement Surfacing with 12" Type II Class B Agg. Base	SF	-	\$7.25	\$0.00
5" Asphalt Cement Surfacing with 8" Type II Class B Agg. Base	SF	36,739	\$6.80	\$249,824.79
6" Median Curb W/ 6" AB	LF	1,347	\$24.00	\$32,327.76
Intersection Island PCC Paving	SF	5,177	\$8.75	\$45,301.73
Intersection Pedestrian Ramp	EA	-	\$2,200.00	\$0.00
3'x10' Box Culverts Under Travel Lane	LF	-	\$2,160.00	\$0.00
Traffic Signal	EA	-	\$1,200,000.00	\$0.00
			Sub Total	\$327,454.28
Eligible Right of Way Costs				
Right of Way attributed to additional lanes	Ac	0.962	\$88,028.00	\$84,706.30
* Value of land per 7/1/24 appraisal = \$88,028/Ac				
			Sub Total	\$84,706.30

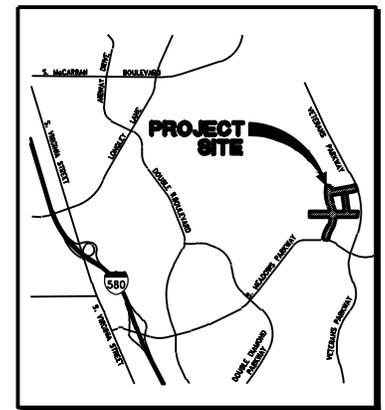
LEGEND

- 5" AC PAVEMENT W/8" BASE
- 6" MEDIAN CURB W/6" BASE
- PCC ISLAND PAVING W/6" BASE
- ROUNDABOUT BOUNDARY



MATCH LINE
(SEE SHEET 4)

MATCH LINE
(SEE SHEET 2)



VICINITY MAP



SHT 3 OF 4



SCALE: 1" = 200'

WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Boulevard Tel 775.823.4068
 Reno, NV 89502 Fax 775.823.4066

TALUS VALLEY TOWN CENTER

TL TALUS LLC

RENO

NEVADA

SEPTEMBER, 2025

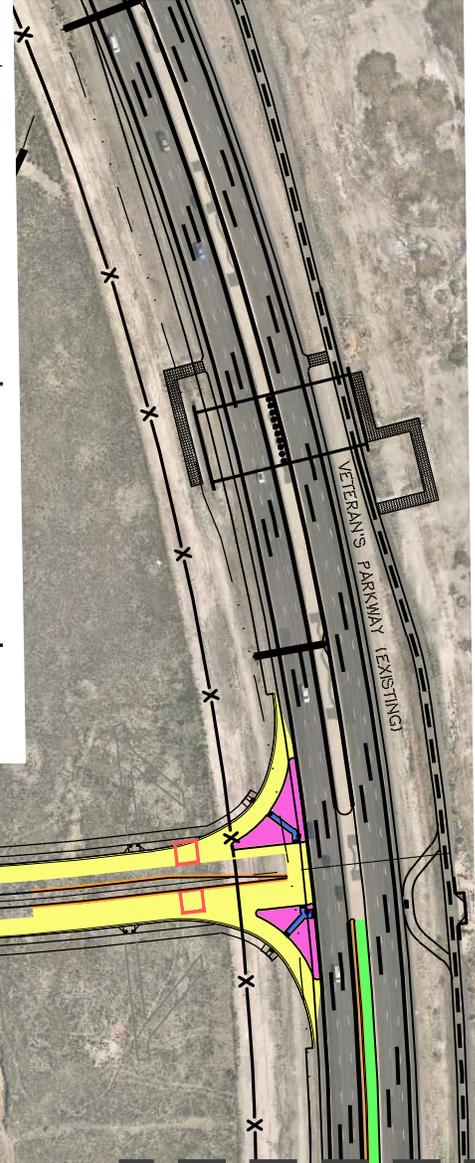
LEGEND

- 6" AC PAVEMENT W/12" BASE
- 5" AC PAVEMENT W/8" BASE
- PCC PEDESTRIAN RAMP W/6" BASE
- PCC ISLAND PAVING W/6" BASE
- 6" MEDIAN CURB W/6" BASE
- BOX CULVERTS UNDER TRAVEL PATH

9/3/2025

Table 4
Talus Valley Town Center Back Bone Phase 1 - Sheet 4
RRIF Offset Eligible Summary

Construction Item	Unit	Quantity	Unit Cost	Total
Eligible Roadway Costs				
6" Asphalt Cement Surfacing with 12" Type II Class B Agg. Base	SF	4,588	\$7.25	\$33,263.00
5" Asphalt Cement Surfacing with 8" Type II Class B Agg. Base	SF	51,198	\$6.80	\$348,148.44
6" Median Curb W/ 6" AB	LF	998	\$24.00	\$23,943.84
Intersection Island PCC Paving	SF	4,392	\$8.75	\$38,429.83
Intersection Pedestrian Ramp	EA	2	\$2,200.00	\$4,400.00
3'x10' Box Culverts Under Travel Lane	LF	45	\$2,160.00	\$97,156.80
Traffic Signal	EA	1	\$1,200,000.00	\$1,200,000.00
			Sub Total	\$1,745,341.91
Eligible Right of Way Costs				
Right of Way attributed to additional lanes	Ac	1.382	\$88,028.00	\$121,610.96
* Value of land per 7/1/24 appraisal = \$88,028/Ac				
			Sub Total	\$121,610.96



MATCH LINE
(SEE SHEET 3)

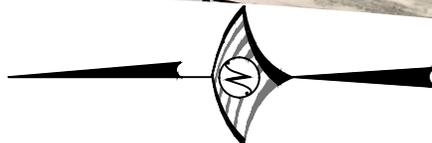
MATCH LINE
(SEE THIS SHEET)

MATCH LINE
(SEE THIS SHEET)

SHT 4 OF 4



SCALE: 1" = 200'



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1961 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

Table 1
Talus Valley Town Center Back Bone Phase 1 - Sheet 1
RRIF Offset Eligible Summary

Construction Item	Unit	Quantity	Unit Cost	Total
Eligible Roadway Costs				
6" Asphalt Cement Surfacing with 12" Type II Class B Agg. Base	SF	8,051	\$7.25	\$58,369.75
5" Asphalt Cement Surfacing with 8" Type II Class B Agg. Base	SF	14,559	\$6.80	\$99,000.38
6" Median Curb W/ 6" AB	LF	1,685	\$24.00	\$40,449.60
Intersection Island PCC Paving	SF	1,068	\$8.75	\$9,341.06
Intersection Pedestrian Ramp	EA	4	\$2,200.00	\$8,800.00
3'x10' Box Culverts Under Travel Lane	LF	-	\$2,160.00	\$0.00
Traffic Signal	EA	1	\$1,200,000.00	\$1,200,000.00
			Sub Total	\$1,415,960.80
Eligible Engineering Costs				
Right of Way attributed to additional lanes	Ac	0.544	\$123,430.00	\$67,091.49
* Value of land per 7/1/24 appraisal = \$88,028/Ac				
			Sub Total	\$67,091.49

Table 2
Talus Valley Town Center Back Bone Phase 1 - Sheet 2
RRIF Offset Eligible Summary

Construction Item	Unit	Quantity	Unit Cost	Total
Eligible Roadway Costs				
6" Asphalt Cement Surfacing with 12" Type II Class B Agg. Base	SF	-	\$7.25	\$0.00
5" Asphalt Cement Surfacing with 8" Type II Class B Agg. Base	SF	33,171	\$6.80	\$225,566.00
6" Median Curb W/ 6" AB	LF	556	\$24.00	\$13,339.68
Intersection Island PCC Paving	SF	3,287	\$8.75	\$28,759.59
Intersection Pedestrian Ramp	EA	-	\$2,200.00	\$0.00
3'x10' Box Culverts Under Travel Lane	LF	-	\$2,160.00	\$0.00
Traffic Signal	EA	-	\$1,200,000.00	\$0.00
			Sub Total	\$267,665.26
Eligible Right of Way Costs				
Right of Way attributed to additional lanes	Ac	0.837	\$123,430.00	\$103,306.83
* Value of land per 7/1/24 appraisal = \$88,028/Ac				
			Sub Total	\$103,306.83

Table 3
Talus Valley Town Center Back Bone Phase 1 - Sheet 3
RRIF Offset Eligible Summary

Construction Item	Unit	Quantity	Unit Cost	Total
Eligible Roadway Costs				
6" Asphalt Cement Surfacing with 12" Type II Class B Agg. Base	SF	-	\$7.25	\$0.00
5" Asphalt Cement Surfacing with 8" Type II Class B Agg. Base	SF	36,739	\$6.80	\$249,824.79
6" Median Curb W/ 6" AB	LF	1,347	\$24.00	\$32,327.76
Intersection Island PCC Paving	SF	5,177	\$8.75	\$45,301.73
Intersection Pedestrian Ramp	EA	-	\$2,200.00	\$0.00
3'x10' Box Culverts Under Travel Lane	LF	-	\$2,160.00	\$0.00
Traffic Signal	EA	-	\$1,200,000.00	\$0.00
			Sub Total	\$327,454.28
Eligible Right of Way Costs				
Right of Way attributed to additional lanes	Ac	0.962	\$123,430.00	\$118,772.42
* Value of land per 7/1/24 appraisal = \$88,028/Ac				
			Sub Total	\$118,772.42

Table 4
Talus Valley Town Center Back Bone Phase 1 - Sheet 4
RRIF Offset Eligible Summary

Construction Item	Unit	Quantity	Unit Cost	Total
Eligible Roadway Costs				
6" Asphalt Cement Surfacing with 12" Type II Class B Agg. Base	SF	4,588	\$7.25	\$33,263.00
5" Asphalt Cement Surfacing with 8" Type II Class B Agg. Base	SF	51,198	\$6.80	\$348,148.44
6" Median Curb W/ 6" AB	LF	998	\$24.00	\$23,943.84
Intersection Island PCC Paving	SF	4,392	\$8.75	\$38,429.83
Intersection Pedestrian Ramp	EA	2	\$2,200.00	\$4,400.00
3'x10' Box Culverts Under Travel Lane	LF	45	\$2,160.00	\$97,156.80
Traffic Signal	EA	1	\$1,200,000.00	\$1,200,000.00
			Sub Total	\$1,745,341.91
Eligible Right of Way Costs				
Right of Way attributed to additional lanes	Ac	1.382	\$123,430.00	\$170,518.94
* Value of land per 7/1/24 appraisal = \$88,028/Ac				
			Sub Total	\$170,518.94

Talus Valley Town Center
Preliminary Regional Road Impact Fee Waivers Estimate
(South Meadows Pkwy & Signal, Talus Valley Pkwy, Town Center Pkwy & Signal)

9/3/2025

Table 5
Talus Valley Town Center Back Bone Phase 1 - Totals
RRIF Offset Eligible Summary

Construction Item	Unit	Quantity	Unit Cost	Total
Eligible Roadway Costs				
6" Asphalt Cement Surfacing with 12" Type II Class B Agg. Base	SF	12,639	\$7.25	\$91,632.75
5" Asphalt Cement Surfacing with 8" Type II Class B Agg. Base	SF	135,668	\$6.80	\$922,539.61
6" Median Curb W/ 6" AB	LF	4,586	\$24.00	\$110,060.88
Intersection Island PCC Paving	SF	13,924	\$8.75	\$121,832.20
Intersection Pedestrian Ramp	EA	6	\$2,200.00	\$13,200.00
3'x10' Box Culverts Under Travel Lane	LF	45	\$2,160.00	\$97,156.80
Traffic Signal	EA	2	\$1,200,000.00	\$2,400,000.00
			Sub Total	\$3,756,422.24
Eligible Engineering Costs				
Wood Rodgers Civil Design	LS			\$156,600
Wood Rodgers Dedication Map	LS			\$13,600
Wood Rodgers Construction Survey	LS			\$61,100
Wood Rodgers Construction Inspection	LS			\$108,600
Headway Transportation Traffic Signal Design	LS			\$55,000
			Sub Total	\$394,900.00
Eligible Right of Way Costs				
Right of Way attributed to additional lanes	Ac	3.72	\$123,430.00	\$459,689.67
* Value of land per 7/1/24 appraisal = \$88,028/Ac				
			Sub Total	\$459,689.67
Total Estimated Value of RRIF Eligible Offsets				\$4,611,011.92

EXHIBIT "D"
(Letter of Approval)



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

January 27, 2026

Mrs. Kelly Winner, kwinner@tollbrothers.com
TL Talus LLC
10345 Professional Circle, Suite 200
Reno, NV 89521

Subject: Letter of Approval for Regional Road Impact Fee Waivers
Development of Record: Talus Valley Town Center

Dear Mrs. Winner,

The Regional Road Impact Fee (RRIF) Administrators for the RTC and the City of Reno have reviewed and approved the revised application dated January 20, 2026. The proposed improvements are considered eligible for RRIF waivers, subject to approval through execution of an Offset Agreement by the RTC Board and the Reno City Council. That approval authorizes the applicant to receive RRIF waivers in an amount not to exceed the total anticipated RRIF due for the project. The following improvements are eligible for RRIF waivers:

- Intersection capacity improvements at South Meadows Parkway/Talus Valley Parkway
- Intersection capacity improvements at Veterans Parkway/Town Center Parkway
- Road widening improvements along Talus Valley Parkway and Town Center Parkway
- Culvert widening under the eligible roadway lanes at the Veterans Parkway intersection
- Ancillary signing and striping upgrades required for the roadway widening
- Right-of-way dedication associated with widening

The proposed development, consisting of 1,364 single-family residential units, is expected to generate \$7,403,792 in impact fees in accordance with the 7th Edition, Year 3 Indexing of the RRIF General Administrative Manual and Capital Investment Plan. The estimated value of eligible improvements within the City of Reno is \$4,611,011; waivers will be limited to the total anticipated RRIF due for the project.

A RRIF Offset Agreement is being prepared and will be presented to the RTC Board and Reno City Council with a recommendation for approval. Upon approval and execution by both bodies, the agreement will be forwarded to the Developer of Record for signature. Please feel free to contact Jeff Wilbrecht, Engineering Manager for the RTC, at (775) 335-1872 should you have any questions regarding this subject.

Sincerely,

REGIONAL TRANSPORTATION COMMISSION
RRIF ADMINISTRATOR

DocuSigned by:

Dan Reiter, P.E.

RTC RRIF Administrator

CITY OF RENO
RRIF ADMINISTRATOR

Signed by:

Douglas Buck, P.E.

City of Reno RRIF Administrator

DK/JW

Cc: Matt Roulias, Wood Rodgers
Carson Humes, Wood Rodgers

File: RRIF Offset Agreement # 533003

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

EXHIBIT E

INSPECTION, TESTING AND VERIFICATION AND QUALITY ASSURANCE PROGRAM

SECTION 1 - GENERAL

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

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

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

SECTION 2 - RESPONSIBILITIES

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

EXHIBIT E

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

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

2. ENGINEER OF RECORD (EOR)

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

EXHIBIT E

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

EXHIBIT E

necessary soils report and improvement plans of record interpretations prior to commencement of construction.

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

3. RTC Administrator

- a) Shall assign a primary contact to the EOR who shall serve as the RTC's representative during construction of bonded improvements. This primary contact shall be known as the RTC Quality Assurance Inspector (QAI). The qualifications of the QAI, as a minimum, will meet the qualifications of a Public Works Construction Inspector.
- b) Shall attend the preconstruction conference initiated by the EOR.
- c) Shall check and evaluate that adequate inspection personnel are on-site during the construction of bonded improvements. Should the QAI determine that adequate personnel are not available on-site for inspection, the QAI shall immediately advise the EOR of the situation and so record the incident in his daily report.
- d) Shall keep a daily report of construction activities he observes, including pertinent conversations with the EOR.

EXHIBIT E

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

4. CONTRACTOR

- a) Shall be responsible for construction of improvements and quality control. This responsibility shall include the means, methods, techniques, sequence, and procedures of construction and safety of the construction site. All such construction shall conform to the requirements of both the most recently adopted version of the Standard Specifications for Public Works Construction (SSPWC), Standard Details for Public Works Construction (SDPWC), the Special Technical Specifications for RRIF Offset Agreements (STS for RRIF Offset Agreements), the approved plans, and the requirements of this chapter.
- b) Shall attend the pre-construction conference initiated by the EOR. The contractor shall present a proposed construction schedule including construction milestones and designate a representative who has the authority to resolve issues during construction.
- c) Shall provide accessibility and exposure of all construction work subject to inspection until inspected by the EOR. Neither the RTC nor the EOR shall be liable for expenses entailed in the removal or replacement of any material

EXHIBIT E

required to allow inspection.

- d) Shall notify the EOR two (2) working days in advance of initiating construction or resuming construction after any unscheduled interruptions.

SECTION 3 - INSPECTION REQUIREMENTS

1. GENERAL

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

2. GRADING, EXCAVATION, AND FILLS

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

3. STREET

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

4. UNDERGROUND UTILITIES

- a) Inspection of pipe materials and bedding prior to the placing of any pipe to evaluate conformance with the SSPWC. Collection of applicable manufacturer's certifications.
- b) Inspection of installation of pipe laid to grade, mortar jointed or gasketed pipe prior to placing any material around or above pipe to evaluate conformance with the SSPWC.
- c) Full-time inspection of each lift of backfill to evaluate conformance with the SSPWC.
- d) Inspection for pipe installation, not including backfill, by utility company shall be the responsibility of the appropriate utility.

EXHIBIT E

- e) Inspection of construction and/or installation of manholes, catch basins, and drop inlets to evaluate compliance with the SSPWC.
- f) Inspection of alignment and elevations to evaluate compliance with the improvement plans of record and specifications.

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

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

6. REINFORCING STEEL, FORMS AND FALSEWORK

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

7. PORTLAND CEMENT CONCRETE

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

8. ASPHALT CONCRETE

- a) Full-time inspection to evaluate compliance with the improvement plans of record, details, specifications, the SSPWC, and this chapter.
- b) Inspection at the plant may be required by the RTC Administrator or the EOR to monitor oil content, aggregate grading, mineral filler content and temperature.

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

Sufficient inspection to evaluate compliance with the SSPWC.

10. SEWER AND PRESSURE LINES

In addition to inspection required in Paragraph 4b above:

EXHIBIT E

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

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

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

SECTION 4 - TESTING REQUIREMENTS

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

SECTION 5 - PERSONNEL QUALIFICATIONS

1. ENGINEER OF RECORD (EOR)

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

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

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

EXHIBIT E

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

2. FIELD INSPECTOR

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

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

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

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

3. TESTING TECHNICIAN

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

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

EXHIBIT E

- d) Completion of at least two years of college level work towards a four-year degree in a related discipline plus at least three months of construction quality control experience in equivalent testing or inspection activities.

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

4. TESTING FIRM

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

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

- c) Quality of Testing Systems: The firm shall make available information (as applicable) describing its procedural systems (procedures which directly affect the quality of services offered). In addition, the firm shall maintain documentation which provides evidence of compliance with the requirements of its procedural systems. The agency's procedural systems shall include the following:
 - 1. Equipment calibration programs.
 - 2. Standardization of methods of test, measurement, and determination.
 - 3. Data recording, processing, and reporting.
 - 4. A current quality assurance manual.

SPECIAL TECHNICAL SPECIFICATIONS

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

1.01 INSPECTION AND TESTING

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

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

SPECIAL TECHNICAL SPECIFICATIONS

1.01A ASPHALT CEMENT

1. Sampling - During hot mix operations for all paving days, the Design Engineer’s designated representative shall obtain samples of all asphalt cement binders used to produce the bituminous mixture(s). During the pre-construction meeting the contractor shall provide the contact information for the certified plant representative that will be responsible for taking the asphalt cement samples. The Design Engineer’s designated representative shall contact the plant representative in advance of each paving day and coordinate the sampling in accordance with the plantmix production schedule. Asphalt cement samples shall be taken at the injection point for each “lot” (500 ton) of plantmix bituminous pavement. Plant personnel sampling bituminous material are required to be qualified in the WAQTC Asphalt Module or NAQTC Specialized Test AASHTO T40 (Sampling Bituminous Material). All sampling shall be witnessed by the Design Engineer’s representative. The plant representative shall properly label each sample which shall then be signed by both representatives.

2. Testing – Unless otherwise directed by the RTC Project Manager, the Design Engineer shall procure the testing of one of the samples from each paving day for compliance with Section 201 – “Bituminous Material” of the Standard Specifications at a laboratory certified to perform all required testing components.

3. **The sample to be tested shall be properly handled and sent to the State of Nevada Department of Transportation Materials Testing Laboratory, 1263 South Stewart Street in Carson City, Nevada.** The test result shall represent the binder material contained in all plantmix bituminous paving lots for the corresponding paving day. The remaining daily samples shall be stored at the Design Engineer’s designated laboratory throughout the duration of the Contractor’s warranty period.

4. Acceptance – Asphalt binder not conforming to Table 201.02-IV (PG64-28NV) of the Standard Specifications, Section 201 – “Bituminous Material” shall be assessed demerits in accordance with the following table:

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

SPECIAL TECHNICAL SPECIFICATIONS

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

Notes:

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

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

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

Notes:

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

SPECIAL TECHNICAL SPECIFICATIONS

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

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

1.01B BITUMINOUS PLANTMIX

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

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

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

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

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

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

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

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

SPECIAL TECHNICAL SPECIFICATIONS

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

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

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

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

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

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

1.02 REMOVAL OF EXISTING IMPROVEMENTS

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

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

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

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

SPECIAL TECHNICAL SPECIFICATIONS

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

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

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

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

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

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

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

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

1.07 TRENCH EXCAVATION

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

1. Add the following paragraph:

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

1.12 PORTLAND CEMENT CONCRETE

1.12A COMPOSITION OF MIXTURES

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

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

1.12B SIDEWALK, CURB AND GUTTER

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

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

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

1.12C THRUST BLOCKS

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

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

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

1.12D RETAINING WALLS

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

1.12E PAVING

1.12F UTILITY ADJUSTMENTS

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

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

1.13 DETECTABLE SURFACE WARNING TILES

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

1.14 BITUMINOUS PLANTMIX

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

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

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

1.14A COMPOSITION OF MIXTURES

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

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

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

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

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

SPECIAL TECHNICAL SPECIFICATIONS

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

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

Notes:

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

SPECIAL TECHNICAL SPECIFICATIONS

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

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

Notes:

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

1.14B PAVING

I SPREADING AND FINISHING

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

1. Add the following subsection:

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

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

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

SPECIAL TECHNICAL SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

II ACCEPTANCE

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

1. Delete the introductory paragraph and replace as follows:

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

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

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

- 3.

4. Add the following subsection:

320.06.01.02 12-foot Straight Edge Method.

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

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

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

SPECIAL TECHNICAL SPECIFICATIONS

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

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

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

6. Add the following subsection:

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

7. Add the following subsection:

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

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

III MITIGATION

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

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

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

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

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

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

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

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

3. Add the following subsection:

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

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

SPECIAL TECHNICAL SPECIFICATIONS

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

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

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

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

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

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

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

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

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

SPECIAL TECHNICAL SPECIFICATIONS

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

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

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

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

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

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

6. Add the following subsection:

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

7. Add the following subsection:

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

SPECIAL TECHNICAL SPECIFICATIONS

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

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

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

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

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

Notes:

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

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

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

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

Notes:

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

IV SPECIAL PAVING CONSIDERATIONS

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

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

V TACK COAT

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

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

VI LONGITUDINAL JOINTS

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

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

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

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

SPECIAL TECHNICAL SPECIFICATIONS

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

3. Core Test will be performed as follows:

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

SPECIAL TECHNICAL SPECIFICATIONS

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

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

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

Where

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

N = Total number of longitudinal joint segments.

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

T = Thickness of the TOP LIFT (inch).

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

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

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

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

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

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

Notes:

1. Traffic classifications

Light Traffic conditions resulting in a Design ESAL < 10⁴

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

SPECIAL TECHNICAL SPECIFICATIONS

- Heavy Traffic conditions resulting in a Design ESAL > 10⁶
2. Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 – “Inspection and Test” (Subsection 336.03.04 – “Asphalt Concrete”).
5. Reporting – Field data associated with longitudinal joint testing shall be submitted to the RTC within a week of the testing. The report for the longitudinal joint testing shall be submitted to the RTC within two weeks upon completion of paving for the completed section tested. If top lift paving for the entire project are to be completed within two weeks, submit the report to the RTC within two weeks upon completion of paving for the entire project. The report shall include a Paving Plan and a Longitudinal Joint Summary Sheet as described below.
- a) The Paving Plan shall be overlaid on the Striping Plans with stationing shown. It should include, for the top lift only, the longitudinal joint locations with identification number (ID), limits of each paving path, direction of paving, and the paving lot number at the core location. The paving plan can be of as small a scale as practical.
 - b) The template for the Longitudinal Joint Summary Sheet is available from the RTC website (www.rtcwashoe.com) under Streets & Highways, St & Hwy Resources. It shall be filled in with the following details:
 - i. The Longitudinal Joint Segment ID, joint type (hot lap, cold sawcut, etc.), station, side of joint (left/right in the up-station direction or north/south/west/east), individual density values measured, MJD (5 values for 1,000-foot joint segments and 4 for 800-foot joint segments) on each side of each joint segment, joint core test location, paving lot number at the core location, core Marshall Density, Rice Maximum Density, In-Place Air Voids, and the individual Longitudinal Joint Segment Bonus/Penalty Factors, F_i .
 - ii. The calculation for Longitudinal Joint Bonus/Penalty for the project shall be shown at the end of the sheet.
 - iii. For reference purpose, any re-test shall be noted to clearly identify the re-test, the unused test results, and the test result that was used in calculating the MJD.

1.14C PERMANENT PATCHING

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

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

1.16 SLURRY SEAL

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

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

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

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

1.18 PAVEMENT MARKINGS

1.18A PAINTED PAVEMENT MARKINGS

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

1.18A TRAFFIC PAINT

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

1. Add the following:

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

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

1.18B PAVEMENT MARKING FILM

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

1.18C RAISED MARKERS

1. Hydrant markers.

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

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

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

1.22 TRAFFIC SIGNS

1.22A MATERIALS

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

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

1.23 TRAFFIC SIGNALS

1.23A LOOP DETECTORS

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

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

1.23B TEMPORARY TRAFFIC SIGNAL MODIFICATIONS DURING CONSTRUCTION

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

1.24 UTILITY ADJUSTMENT

1.24A VERIFICATION OF DEPTH

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

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

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

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

1.24B UTILITY MANHOLE AND VAULT ADJUSTMENT

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

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

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

1.24C MANHOLE PROTECTION PLAN

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

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

1.25 SURVEY MONUMENTS

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

1.26 CERTIFICATES OF COMPLIANCE

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

Materials Requiring Certificate of Compliance

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

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

EXHIBIT F

MATERIAL AND WORKMANSHIP - WARRANTY OF CORRECTIONS

Corrections ordered in accordance with General Provision 117.00, "Material and Workmanship" for items discovered in the year following final acceptance of the project shall be warranted for a one (1) year period following acceptance by the RTC of the correction. Should the correction itself prove defective, the Contractor shall be obliged to make further correction. The warranty period on the correction shall continue to be extended for one (1) year following acceptance by the RTC of the initial or any subsequent corrective actions.

EXHIBIT "G"
(RIF Rate Schedule as of the Date of the RRIF
Offset Agreement)

REGIONAL ROAD IMPACT FEE SCHEDULE

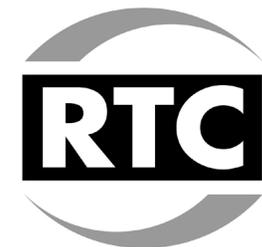
Land Use	Unit	North Service Area		South Service Area	
		VMT	Dollars (\$291.21/VMT)	VMT	Dollars (\$284.04/VMT)
Residential					
Single-Family	Dwelling	20.36	\$5,929.04	19.11	\$5,428.00
Multi-Family	Dwelling	12.97	\$3,776.99	12.18	\$3,459.61
Industrial					
General Light Industrial	1,000 GFA	6.48	\$1,887.04	6.08	\$1,726.96
Manufacturing	1,000 GFA	5.14	\$1,496.82	4.82	\$1,369.07
Warehouse	1,000 GFA	2.27	\$661.05	2.13	\$605.01
Mini-Warehouse	1,000 GFA	1.97	\$573.68	1.85	\$525.47
Commercial/Retail					
Commercial/Retail	1,000 GFA	29.43	\$8,570.31	27.63	\$7,848.03
Eating/Drinking Places	1,000 GFA	29.43	\$8,570.31	27.63	\$7,848.03
Casino/Gaming	1,000 GFA	60.17	\$17,522.11	56.48	\$16,042.58
Office and Other Services					
Schools	1,000 GFA	16.83	\$4,901.06	15.80	\$4,487.83
Day Care	1,000 GFA	16.83	\$4,901.06	15.80	\$4,487.83
Lodging	Room	4.38	\$1,275.50	4.11	\$1,167.40
Hospital	1,000 GFA	14.01	\$4,079.85	13.15	\$3,735.13
Nursing Home	1,000 GFA	8.68	\$2,527.70	8.14	\$2,312.09
Medical Office	1,000 GFA	45.47	\$13,241.32	42.68	\$12,122.83
Office and Other Services	1,000 GFA	12.73	\$3,707.10	11.95	\$3,394.28
Regional Recreational Facility	Acre	1.02	\$297.03	0.96	\$272.68

**Regional Road
Impact Fee
(RRIF)**

**7th Edition
Year 3 Indexing**

Effective
1/31/2025

An informational brochure
brought to you by the



www.rtcwashoe.com

EXHIBIT "H"
(Interim RRIF Waiver Release Schedule)

Interim RRIF Waiver Request Schedule

RTC Project Number: 0533003

Development of Record: Talus Valley Town Center

Developer of Record: TL Talus LLC

Interim Waivers Request Schedule:

Interim waivers are requested for the dedicated rights-of-way following execution of Regional Road Impact Fee agreement, confirmation of recorded right-of-way dedication to City of Reno, and concurrence of submitted valuation by RTC and City of Reno.



REGIONAL TRANSPORTATION COMMISSION of Washoe County

Engineering & Construction • Planning • Public Transportation

Meeting Date: 3/13/2026

Agenda Item: 4.1.3

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Administrative Settlement - North Peak Owner NV LLC

RECOMMENDED ACTION

Approve an administrative settlement in the amount of \$62,995 authorizing RTC to acquire certain real property interests related to APN 086-390-32 from North Peak Owner NV LLC, for the Military Road Capacity and Safety Project.

BACKGROUND AND DISCUSSION

RTC is in the process of acquiring property needed for the Military Road Capacity and Safety Project. RTC and North Peak Owner NV LLC have negotiated an agreement to purchase certain property interests related to APN 086-390-32, contingent upon Board approval. The proposed purchase price is \$274,342, which represents a proposed administrative settlement of \$62,995 above RTC's original appraised value and offer of \$211,347. RTC Management Policy P-55 requires Board approval of administrative settlements in excess of \$50,000.

Staff recommends approval of the settlement. If the Board approves the settlement, the Executive Director will execute an agreement in substantially with the form attached hereto and RTC will acquire the property interests. If the Board does not approve the settlement, staff will continue to attempt to negotiate for the purchase of the property interests until it becomes necessary to file a complaint in eminent domain.

FISCAL IMPACT

The costs to acquire the subject property interests have been budgeted.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Project: Military Road Capacity &
Safety Project
Project #: 0512019
Parcel: 086-390-32
Situs: 8001 Military Road

PURCHASE AGREEMENT

This Purchase Agreement (this "AGREEMENT") is made and entered into this _____ day of _____ 2026, by and between NORTH PEAK OWNER NV LLC, a Delaware limited liability company ("OWNER") and the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("RTC").

RECITALS

WHEREAS, RTC and its construction contractor will be constructing the Military Road Capacity & Safety Project identified as RTC Project No. 0512019 (the "PROJECT"); and

WHEREAS, OWNER owns fee title to that certain real property located in Washoe County, Nevada, described as Assessor's Parcel Number(s) 086-390-32 (the "OWNER PROPERTY"); and

WHEREAS, RTC is acquiring the property interests described herein from OWNER for the PROJECT pursuant to RTC's exercise of its powers of eminent domain and under the threat of exercise of the power of eminent domain.

WITNESSETH

NOW THEREFORE, for an in consideration of the covenants to be performed and payments to be made as herein provided, OWNER and RTC agree as follows:

1. Subject to the provisions of this AGREEMENT, OWNER agrees:

(a) On the ESCROW CLOSING DATE (as defined below), to sell and convey a portion of the OWNER PROPERTY (the "LAND") to the RTC, by way of a quitclaim deed in substantially the form attached hereto as Schedule 1; the LAND is described on Exhibit "A" of Schedule 1 and depicted on Exhibit "B" of Schedule 1.

(b) On the ESCROW CLOSING DATE, to grant a permanent public use easement (the "PUBLIC USE EASEMENT") to RTC, and its assigns including the City of Reno, upon, over and across a portion of the OWNER PROPERTY, by way of an easement document in substantially the form attached hereto as Schedule 2; the PUBLIC USE EASEMENT is described on Exhibit "A" of Schedule 2 and depicted on Exhibit "B" of Schedule 2.

(c) On the ESCROW CLOSING DATE, to grant a temporary construction easement (the "TEMPORARY EASEMENT") to RTC and its assigns upon, over and across six (6) non-contiguous portions of the OWNER PROPERTY by way of an easement document in substantially the form attached hereto as Schedules 3; the TEMPORARY EASEMENT areas are

described on Exhibits "A" of the attachments in Schedule 3 and depicted on Exhibits "B" of the attachments in Schedule 3.

(d) To deposit into escrow with Ticolor Title, 5441 Kietzke Lane, Suite 100, Reno, Nevada 89511 (Attn: LuAnn Barnes), hereinafter called (the "TITLE COMPANY"), all the aforementioned documents, fully executed and notarized where required, on or prior to the close of escrow (the "ESCROW CLOSING DATE"), which shall be a date mutually selected by OWNER and RTC on or prior to May 1, 2026 and which may be extended by mutual agreement of RTC and OWNER (the "OUTSIDE CLOSING DATE").

(e) If not already obtained and provided to RTC, to use commercially reasonable efforts (without any obligation to incur any liabilities or expend any monies) to obtain approval from any holder(s) of a deed of trust or mortgage on OWNER PROPERTY, evidencing the holder's consent to the sale of the LAND.

(f) To pay through escrow on the ESCROW CLOSING DATE any accrued, due or delinquent property taxes, utility use fees or assessments, together with penalties, if any, for the LAND that relate to periods prior to the ESCROW CLOSING DATE.

(g) To deliver to the TITLE COMPANY such other documentation as the TITLE COMPANY may reasonably require to close escrow and consummate the real property transfers in accordance with the terms of this AGREEMENT, provided the same do not increase in any material respect the costs to, or liability or obligations of, OWNER in a manner not otherwise provided for herein.

2. RTC agrees:

(a) To pay to OWNER, through deposit with the TITLE COMPANY, the sum of TWO HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED FORTY-TWO AND 00/100 (\$274,342.00) (the "PURCHASE PRICE"), on or prior to the ESCROW CLOSING DATE (and OWNER's obligations hereunder are expressly conditioned on OWNER's receipt of such sum on or prior to the ESCROW CLOSING DATE, and TITLE COMPANY'S receipt of all other funds and documents required to be delivered by RTC pursuant to this AGREEMENT).

(b) To pay (i) all escrow and conveyance fees due and owing to the TITLE COMPANY, (ii) the premium associated with any owner's policy of title insurance desired by the RTC, including any endorsements thereto (the "TITLE POLICY"), (iii) the cost to issue a CLTA 116.3 endorsement to OWNER's existing title policy (the "SUBDIVISION ENDORSEMENT"), and (iv) the cost of a SE-250 bring-down endorsement to the existing lender's title policy for the OWNER'S PROPERTY and any other title endorsements required by such lender (collectively, the "LENDER TITLE POLICY").

(c) To deliver escrow instructions to TITLE COMPANY with such modifications, additions, or supplemental escrow instructions required by TITLE COMPANY to close the escrow and consummate the real property transfers in accordance with the terms of this AGREEMENT, which escrow instructions shall provide that the TITLE COMPANY is obligated to have received and will disburse the PURCHASE PRICE to OWNER prior to or concurrently with the release or recordation of any documents delivered by OWNER to TITLE COMPANY, and to have received an amount from RTC to pay for the SUBDIVISION ENDORSEMENT and the LENDER TITLE POLICY, and TITLE COMPANY shall be irrevocably committed to issuing the SUBDIVISION ENDORSEMENT and the LENDER TITLE POLICY.

(d) To deliver to TITLE COMPANY such other documentation as TITLE COMPANY may reasonably require to close the escrow and consummate the real property transfers in accordance with the terms of this AGREEMENT.

(e) To pay any accrued, due or delinquent property taxes, utility use fees or assessments, together with penalties, if any, for the LAND that relate to periods on or after the ESCROW CLOSING DATE, including reimbursement to OWNER of RTC's portion of taxes, assessments and utilities billed to OWNER for the entire OWNER PROPERTY prior to issuance of a new tax parcel for the OWNER PROPERTY less and except the LAND, if applicable.

(f) THE SALE OF THE LAND AND GRANT OF EASEMENTS HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS. OWNER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE OWNER PROPERTY OR ANY OTHER MATTER WHATSOEVER.

(g) RTC IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE SIMILAR TO THE LAND, AND RTC HAS HAD ADEQUATE OPPORTUNITY OR WILL HAVE ADEQUATE OPPORTUNITY PRIOR TO THE ESCROW CLOSING DATE TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE LAND HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY RTC'S TITLE INSURANCE POLICY, IF ANY, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OWNER.

(h) ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE OWNER PROPERTY IS SOLELY FOR RTC'S CONVENIENCE AND WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES. OWNER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. OWNER SHALL NOT BE LIABLE FOR ANY MISTAKES, OMISSIONS, MISREPRESENTATION OR ANY FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL OWNER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE OWNER PROPERTY OR THE OPERATION THEREOF, FURNISHED BY OWNER OR BY ANY MANAGER, MEMBER OR PARTNER OF OWNER, OR BY ANY REAL ESTATE BROKERS, MEMBERS, PARTNERS, AGENTS, REPRESENTATIVES, TRUSTEES, AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, SERVANTS OR AGENTS OF ANY OF THE FOREGOING, OR OTHER PERSONS OR ENTITIES ACTING ON BEHALF OF OWNER OR AT OWNER'S REQUEST (COLLECTIVELY, "SELLER RELATED PARTIES").

(i) EFFECTIVE AS OF THE ESCROW CLOSING DATE, RTC HEREBY RELEASES OWNER AND ALL SELLER RELATED PARTIES FROM ALL CLAIMS THAT RTC OR ANY PARTY CLAIMING BY, THROUGH OR UNDER RTC HAS OR MAY HAVE AS OF CLOSING ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE OWNER PROPERTY, INCLUDING ANY CONSTRUCTION

DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION AND ANY ENVIRONMENTAL CONDITIONS, AND RTC SHALL NOT LOOK TO ANY SELLER RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF, REGARDLESS OF WHETHER SUCH MATTERS OR CONDITIONS WERE KNOWN OR UNKNOWN TO RTC AT THE ESCROW CLOSING DATE, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS OR LIABILITY UNDER OR BY REASON OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) OR THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA). THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION.

INITIALS OF RTC

(j) Sections 3(e) through 3(i) shall survive any termination of this AGREEMENT and the ESCROW CLOSING DATE.

4. With respect to the PROJECT, it is mutually understood by RTC and OWNER as follows:

(a) RTC expects construction on the PROJECT to begin in May 2026 and be completed by December 2027 but that is subject to change. RTC will use commercially reasonable best efforts to complete the PROJECT within that timeframe.

(b) RTC will provide OWNER with at least 14 days advance notice before commencing construction activities in the easement area(s).

(c) RTC will (i) conduct its construction in accordance with all laws and, to the extent possible, in a manner that will minimize interference with operation and use of the OWNER PROPERTY by OWNER and its tenants and uses, and (ii) leave the easement area(s) in as neat and presentable a condition as existed prior to RTC's entry.

(d) RTC shall require its general construction contractor to maintain, in full force and effect during the PROJECT, commercial general liability insurance with coverage equal to or exceeding those specified in Schedule 4 which names "North Peak Owner NV LLC" and its agents, directors, officers, and employees as additional insureds. RTC shall provide OWNER with certificates of insurance evidencing such insurance coverage prior to entry onto OWNER PROPERTY (and such insurance must be obtained by any party entering onto the OWNER PROPERTY and maintained during any period such party is entering onto the OWNER PROPERTY).

(e) RTC and its general construction contractor, as RTC shall require, shall jointly and severally defend, save and hold harmless and indemnify OWNER, its officers, directors, agents, employees, and respective successors and assigns from and against any and all claims, proceedings, actions, liability, costs, expenses, and damages (including without limitation attorney's fees and defense costs incurred in any action or proceeding for injury, loss, or damage to any person or property) arising out of or resulting from RTC's or its agents or contractor's use of or access to the OWNER PROPERTY.

(f) RTC agrees to keep the OWNER PROPERTY free and clear of any liens that are caused by RTC or its general construction contractor or either of their agents or subcontractors.

(g) RTC's obligations under this Section 4 shall survive the ESCROW CLOSING DATE.

5. With respect to the TEMPORARY EASEMENT, it is mutually agreed and understood by RTC and OWNER as follows:

(a) The term of the TEMPORARY EASEMENT shall be for a period of 24 months.

(b) In the unlikely event RTC cannot complete the PROJECT by the end of the original term, RTC shall have the option, at its sole discretion, to extend the term of the six (6) TEMPORARY EASEMENTS under the same terms and conditions of this AGREEMENT for up to 12 additional months (the "EXTENSION OPTION") by delivering written notice to OWNER of the number of months that RTC intends to extend the term, such notice to be provided not later than 60 days before the expiration of the original term. RTC's exercise of the EXTENSION OPTION shall not be effective or binding upon RTC or OWNER unless and until the same has been communicated in writing to OWNER and RTC has paid the amounts specified in Section 5(c) below to OWNER.

(c) In the event RTC exercises the EXTENSION OPTION, the rental rate price to be paid by RTC to OWNER shall be FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) per month payable in one lump sum in advance.

(d) RTC's obligations under this Section 5 shall survive the ESCROW CLOSING DATE.

6. In the event of any material default by OWNER under this AGREEMENT prior to the ESCROW CLOSING DATE, RTC may: (1) terminate this AGREEMENT in its entirety by delivery of notice of termination to OWNER and receive a refund of all amounts paid to OWNER, or (2) continue this AGREEMENT pending an action for injunctive relief and/or specific performance provided appropriate proceedings are commenced by RTC within forty-five (45) days following RTC's written notice of default to OWNER. Nothing in this section shall limit or impair the rights of RTC to condemn or exercise its power of condemnation. In the event of any material default by RTC under this AGREEMENT prior to the ESCROW CLOSING DATE, OWNER may terminate this AGREEMENT in its entirety by delivery of notice of termination to RTC. If the transactions contemplated in this AGREEMENT have not been consummated by the OUTSIDE CLOSING DATE, then either OWNER or RTC may terminate this AGREEMENT upon written notice to the other party.

7. It is mutually agreed and understood by RTC and OWNER as follows:

(a) The laws of the State of Nevada shall be applied in interpreting and construing this AGREEMENT. The parties consent to the exclusive jurisdiction and venue of the Second Judicial District Court in and for the State of Nevada, located in Washoe County, Nevada, for the enforcement of this AGREEMENT.

(b) This AGREEMENT shall constitute the entire contract between the parties, and no modification hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties.

(c) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties, provided that RTC may not assign this AGREEMENT without OWNER's prior written consent, which may be withheld in OWNER's sole and absolute discretion.

(d) As used herein, the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(e) The covenants and agreements expressed in the AGREEMENT shall not survive the consummation of the property transfers unless expressly provided herein. The liability of OWNER under this AGREEMENT and any documents executed by OWNER in connection with this AGREEMENT shall not exceed, in the aggregate, an amount equal to fifty percent (50%) of the PURCHASE PRICE. The provisions of this Section 7(e) shall survive the ESCROW CLOSING DATE.

(f) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this AGREEMENT.

(g) Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

(h) That the persons signing this AGREEMENT and all related documents on behalf of RTC and OWNER are duly authorized to do so and have the full power and authority to bind them.

(i) That this AGREEMENT may be executed in counterparts.

8. Except as otherwise expressly specified in this AGREEMENT, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers and other communications required or permitted hereunder shall be in writing to the addresses and persons set forth below and shall be deemed given when delivered via .PDF or similar attachment to an e-mail, and may also be delivered by: (i) hand; (ii) overnight delivery by internationally recognized express courier such as Federal Express or UPS; or (iii) deposit in the United States mail postage prepaid, registered or certified mail, return receipt requested:

To RTC:

Regional Transportation Commission
of Washoe County
Attn: Property Agent
1105 Terminal Way, Suite 108
Reno, NV 89502
Email: mpayne@rtcwashoe.com

To OWNER:

North Peak Owner NV LLC
c/o Osso Capital LLC
256 W. 14th Street, 5th Floor
New York, New York 10011
Email: notices@ossocapital.com

Signature Pages Follow

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

OWNER:

NORTH PEAK OWNER NV LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

RTC:

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

William Thomas, Executive Director

SCHEDULE 1

FORM OF GRANT, BARGAIN AND SALE DEED

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

GRANT BARGAIN AND SALE DEED

This GRANT BARGAIN AND SALE DEED is made this _____ day of _____, 2026, by NORTH PEAK OWNER NV LLC, a Delaware limited liability company ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTEE").

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 this presents grant, bargain, sell and convey unto the GRANTEE and to its assigns forever, the real property described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof (the "Property").

GRANTOR reserves all water and water rights, minerals and mineral rights, oil, gas, and geothermal resources.

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, and subject to (a) taxes for the current fiscal year, not due or delinquent, and any and all taxes and assessments levied or assessed after the recording date hereof, which includes the lien of supplemental taxes, if any; (b) all liens, encumbrances, reservations, restrictions, conditions, covenants, obligations, liabilities, right-of-way, easements and other matters of record; (c) all matters that would be revealed or disclosed by an accurate survey or physical inspection of the Property, as of the date hereof; and (d)

applicable laws, ordinances, statutes, orders, requirements and regulations to which the Property is subject.

TO HAVE AND TO HOLD all and singular the Property, together with the appurtenances, unto the said GRANTEE and to any of its heirs, successors and assigns forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, unto GRANTEE, and GRANTEE's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

IN WITNESS WHEREOF, this Grant Bargain and Sale Deed is executed as of the date of notarization of the signature immediately set forth below, but is to be effective as of the day and year first above written.

GRANTOR:

NORTH PEAK OWNER NV LLC,
a Delaware limited liability company

By: _____

Name:

Title: Authorized Signatory

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this ____ day of _____, 2026 by _____ as Authorized Signatory of North Peak Owner NV LLC, a Delaware limited liability company, for and on behalf of the limited liability company.

Notary Public

Notary registration number: _____

My commission expires: _____

[NTD: Exhibits A and B to be attached]

A portion of APN
086-390-32 FEE

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.

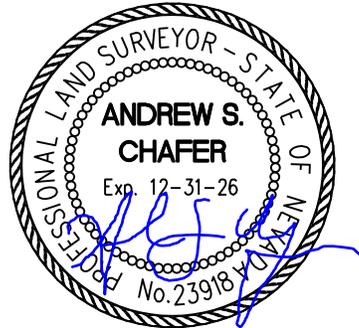
Refer to Exhibit "B" attached hereto and by this reference made a part of.

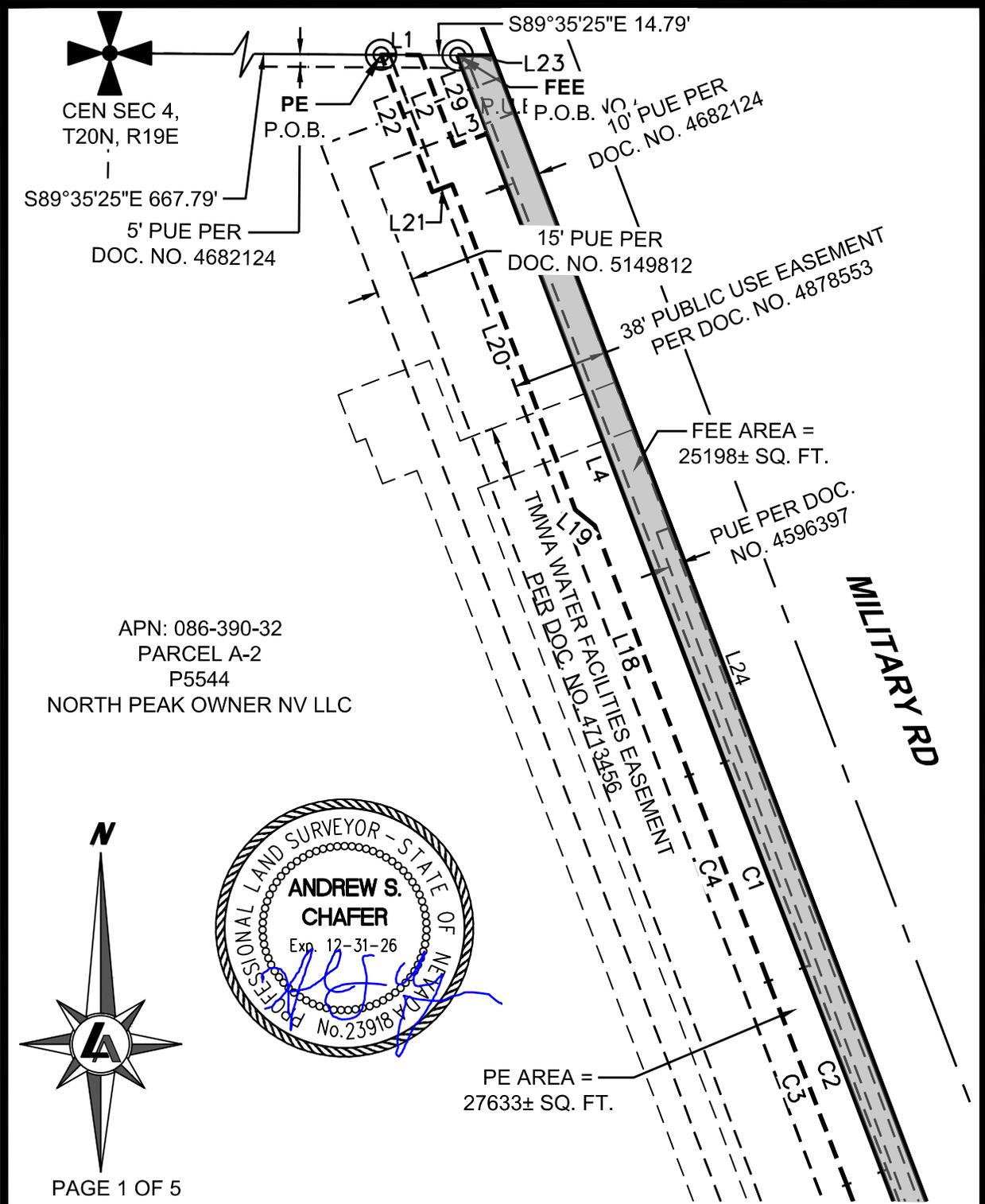
Prepared by:

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

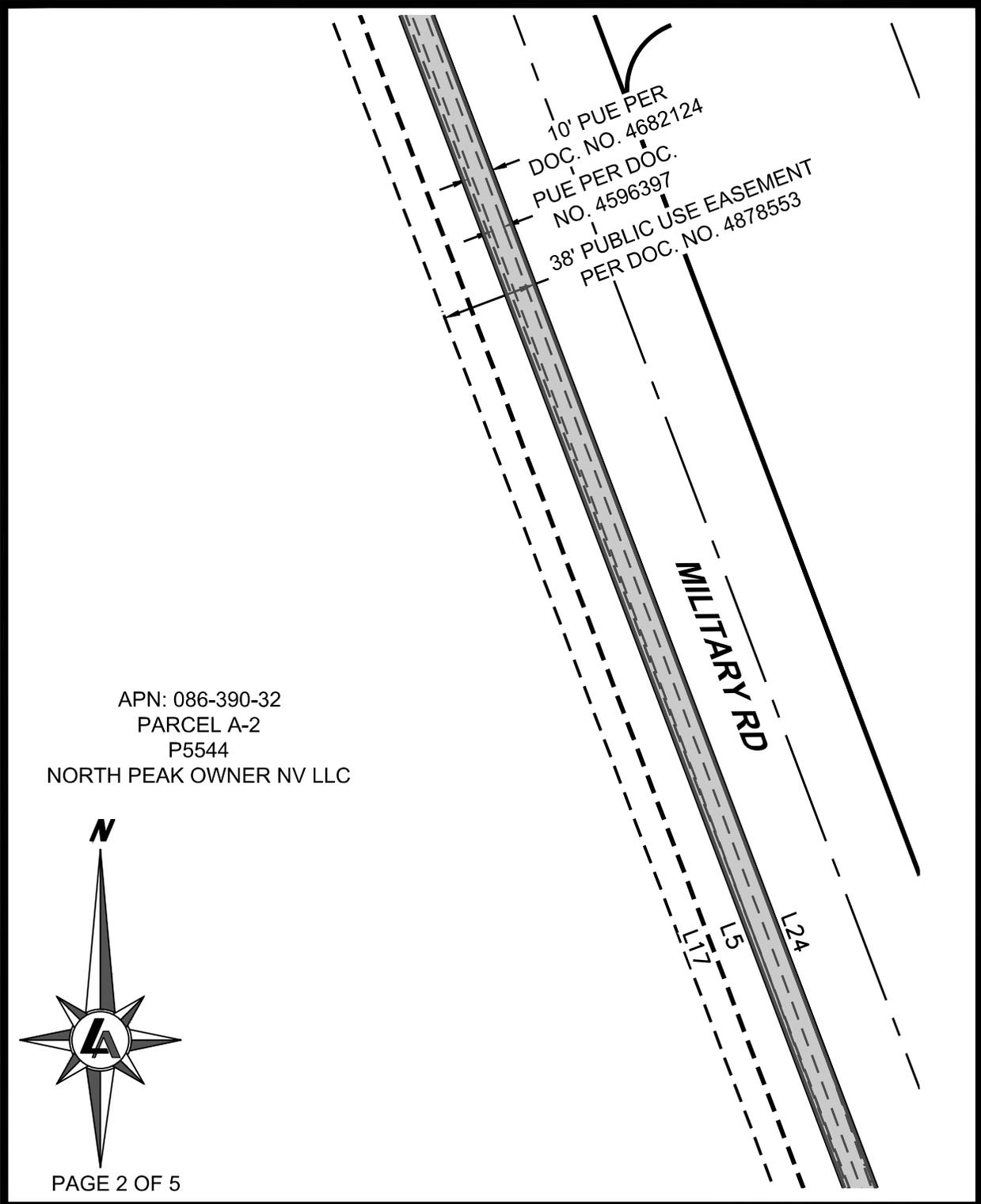




LUMOS
& ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

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



APN: 086-390-32
 PARCEL A-2
 P5544
 NORTH PEAK OWNER NV LLC

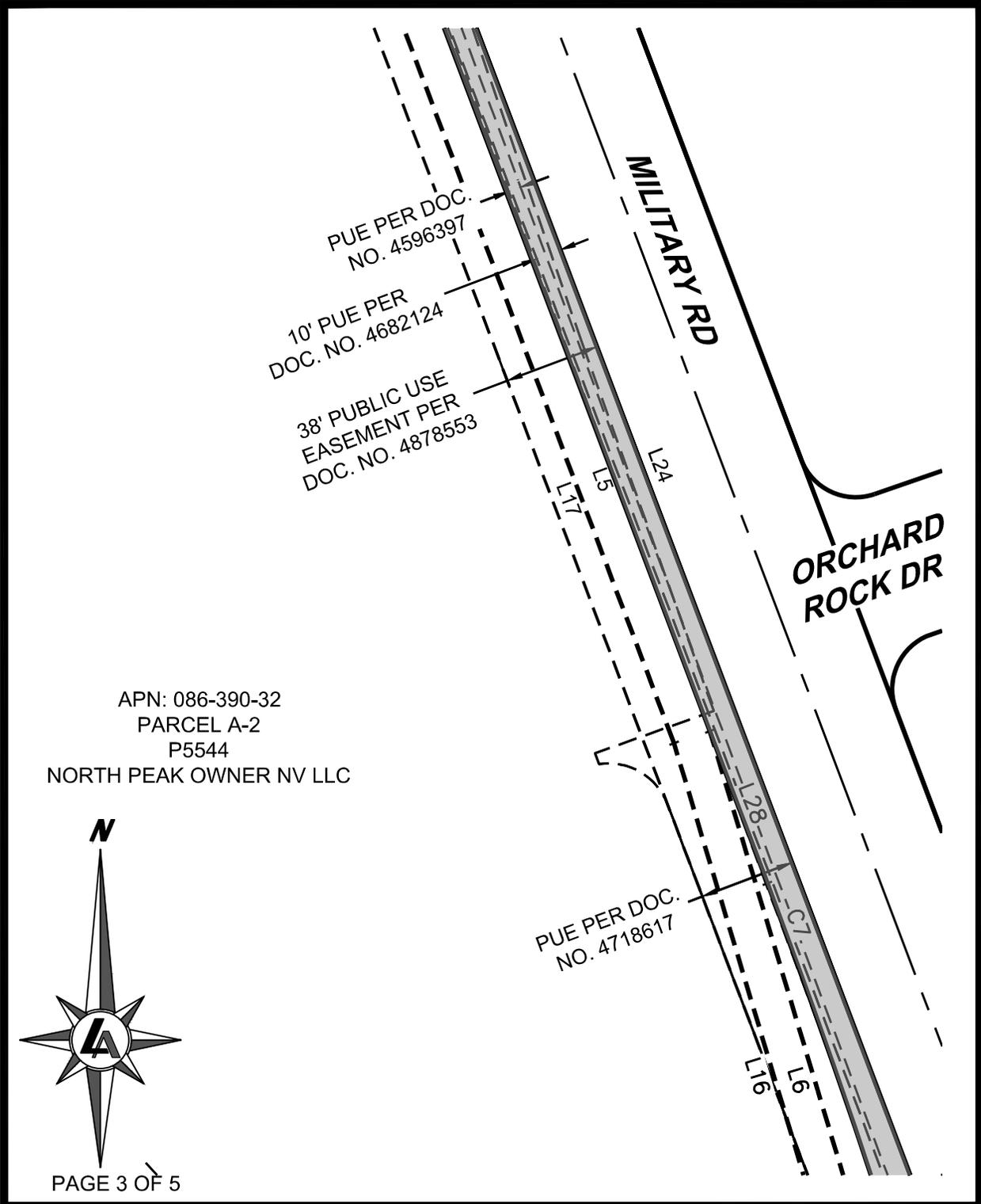


PAGE 2 OF 5

LUMOS
 & ASSOCIATES
 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



APN: 086-390-32
 PARCEL A-2
 P5544
 NORTH PEAK OWNER NV LLC



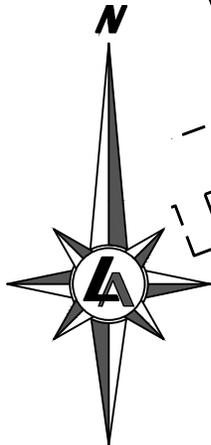
PAGE 3 OF 5

LUMOS
 & ASSOCIATES
 3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

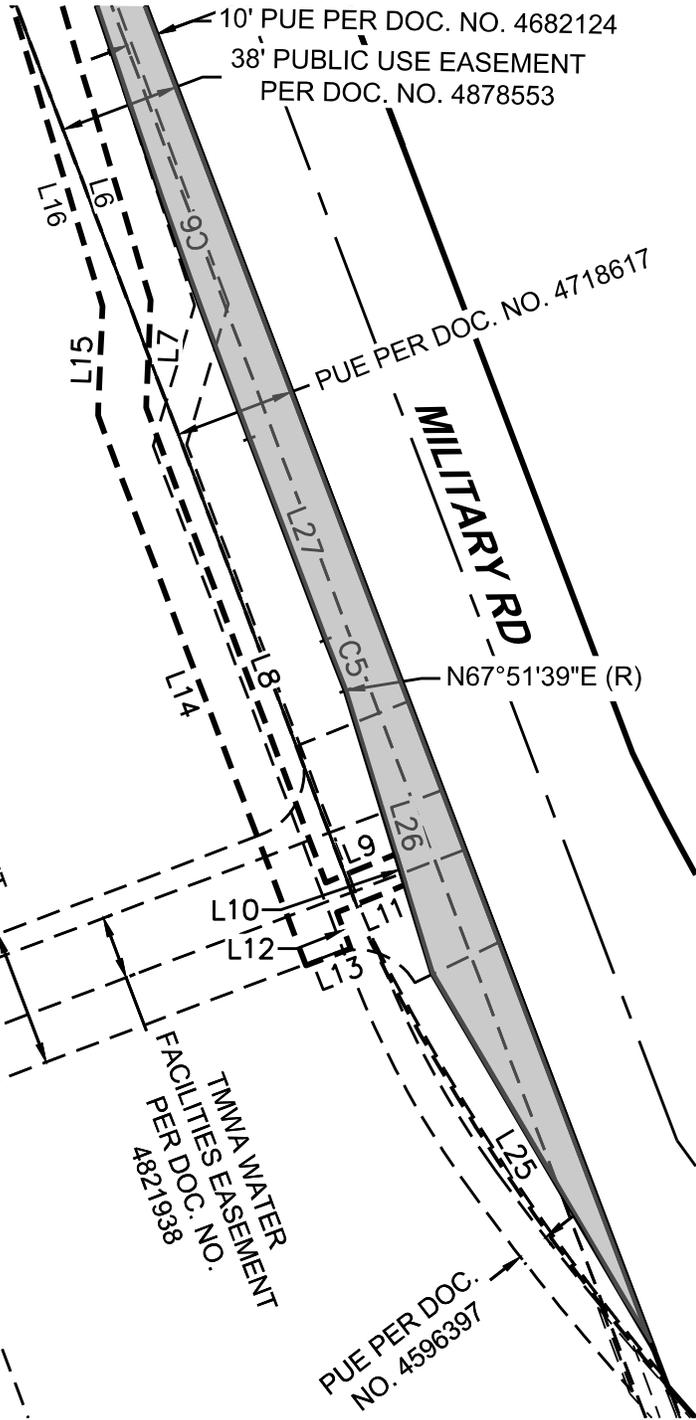
EXHIBIT "B"
PORTION OF PARCEL A-2, P5544
APN: 086-390-32
PORTION OF SEC. 4, T20N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/19/2025
 SCALE: 1" = 60'
 JOB NO: 11026.000

APN: 086-390-32
 PARCEL A-2
 P5544
 NORTH PEAK OWNER NV LLC



PAGE 4 OF 5



LUMOS
 & ASSOCIATES
 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

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'



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

SCHEDULE 2

FORM OF PERMANENT EASEMENT DEED

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 _____, 2026, by NORTH PEAK OWNER NV LLC, a Delaware limited liability company ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTEE").

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 GRANTEE and their assigns forever a permanent easement for the location, construction, and maintenance of a 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, subject to all matters of record and all matters that would be disclosed by an accurate survey or physical inspection of the property.

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 acknowledges 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. GRANTOR reserves the right to use and occupy the easement area(s)

in any manner that does not interfere with GRANTEE'S use of the easement area(s).

GRANTEE covenants and agrees:

(1) to provide GRANTOR with at least 14 days advance notice before commencing construction activities in the easement area(s).

(2) to (i) conduct its construction in accordance with all laws and, to the extent possible, in a manner that will minimize interference with operation and use of the GRANTOR'S property by GRANTOR and its tenants and uses, and (ii) leave the easement area(s) in as neat and presentable a condition as existed prior to GRANTEE'S entry.

(3) to require any contractor or agent of GRANTEE entering into the easement area(s) to maintain, in full force and effect during any such work, reasonable commercial general liability insurance which names GRANTOR and its agents, directors, officers, and employees as additional insureds, except that when this Permanent Easement is assigned to the City of Reno, the City of Reno may maintain insurance consistent with its normal course of business.

(4) to, and to cause its general construction contractor, to jointly and severally save and hold harmless and indemnify GRANTOR, its officers, directors, agents, employees, and respective successors and assigns from and against any and all claims, proceedings, actions, liability, costs, expenses, and damages (including without limitation attorney's fees and defense costs incurred in any action or proceeding for injury, loss, or damage to any person or property) arising out of or resulting from GRANTEE'S or its agents or contractor's use of or access to the easement area(s) or any GRANTOR property.

(5) to keep GRANTOR'S property, including the easement area(s), free and clear of any liens that are caused by GRANTEE or its general construction contractor or either of their agents or subcontractors. GRANTEE is solely responsible for all costs and expenses related to the construction and maintenance of its improvements in the easement area.

(6) to record a termination of this Permanent Easement promptly following any abandonment of the easement area(s) by GRANTEE.

In the event GRANTEE defaults in the performance of any of its obligations pursuant to this Permanent Easement and such default continues for a period of thirty (30) days after receipt of written notice of said default from GRANTOR, GRANTOR shall be entitled to cure such default, provided, that no notice or opportunity to cure shall be required in the event the default creates an emergency or interferes with the use of GRANTOR'S property. In the event that GRANTEE fails to pay any reasonable, out-of-pocket expenses incurred by GRANTOR in curing such default within a thirty (30) day period, GRANTOR shall be entitled to bring any action necessary at law or in equity for enforcement of this Permanent Easement, including, without limitation, specific performance and injunctive relief, and GRANTOR shall be entitled to recover, in addition to any other relief available to same hereunder or at law or in equity, attorneys' fees, and court costs.

GRANTEE:

RTC:

Regional Transportation Commission of Washoe County

William Thomas, Executive Director

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____ by
William Thomas as Executive Director of the Regional Transportation Commission of Washoe
County.

Notary Public

S
E
A
L

My commission expires: _____

A portion of APN 086-390-32
PE

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.

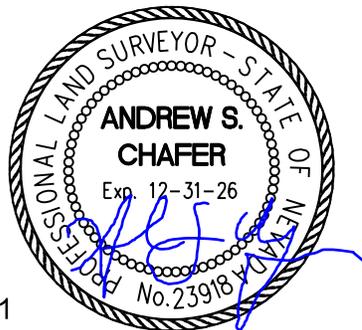
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

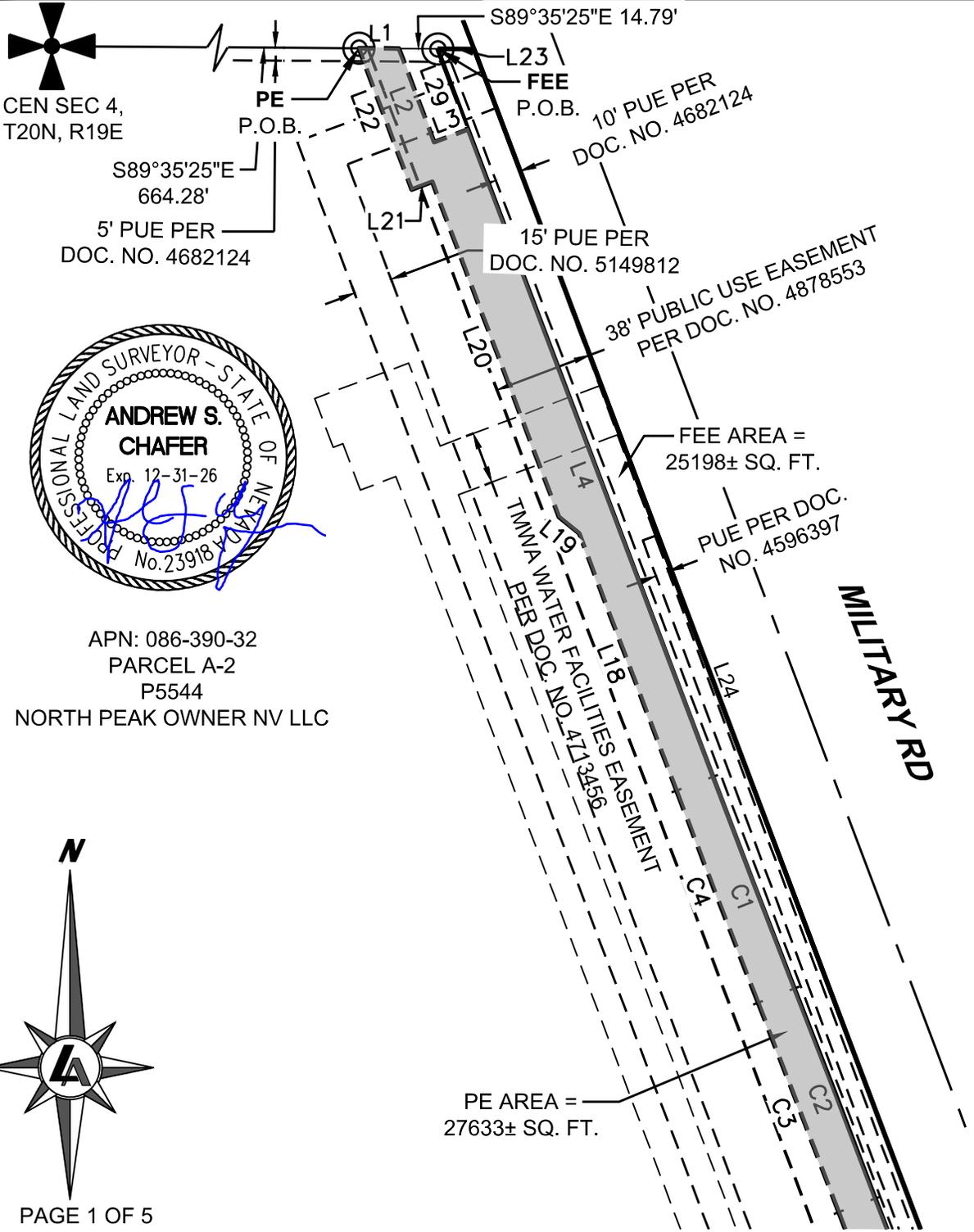
Refer to Exhibit "B" attached hereto and by this reference made a part of.

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 14:58:07-07'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

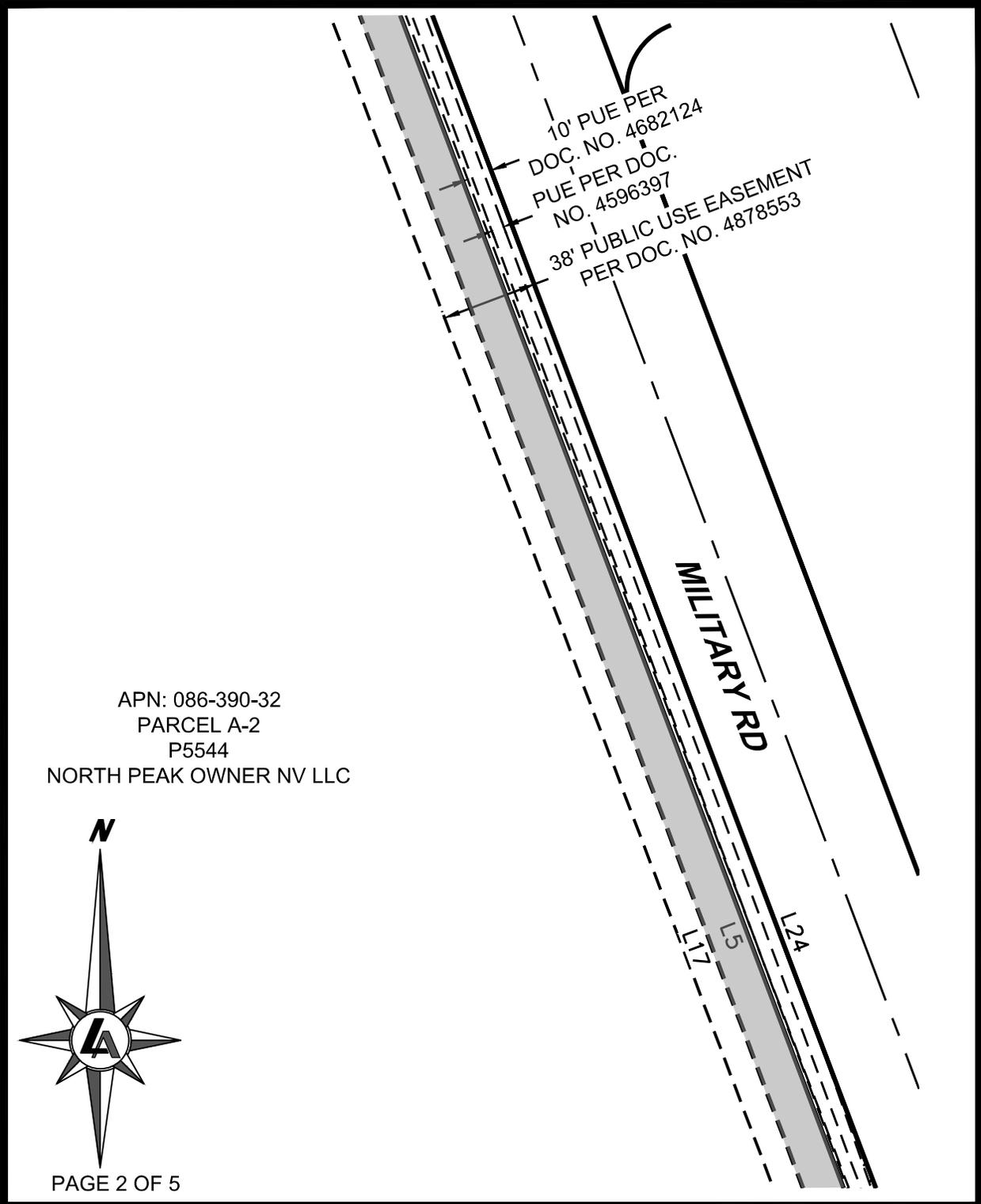




LUMOS
& ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
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



APN: 086-390-32
 PARCEL A-2
 P5544
 NORTH PEAK OWNER NV LLC

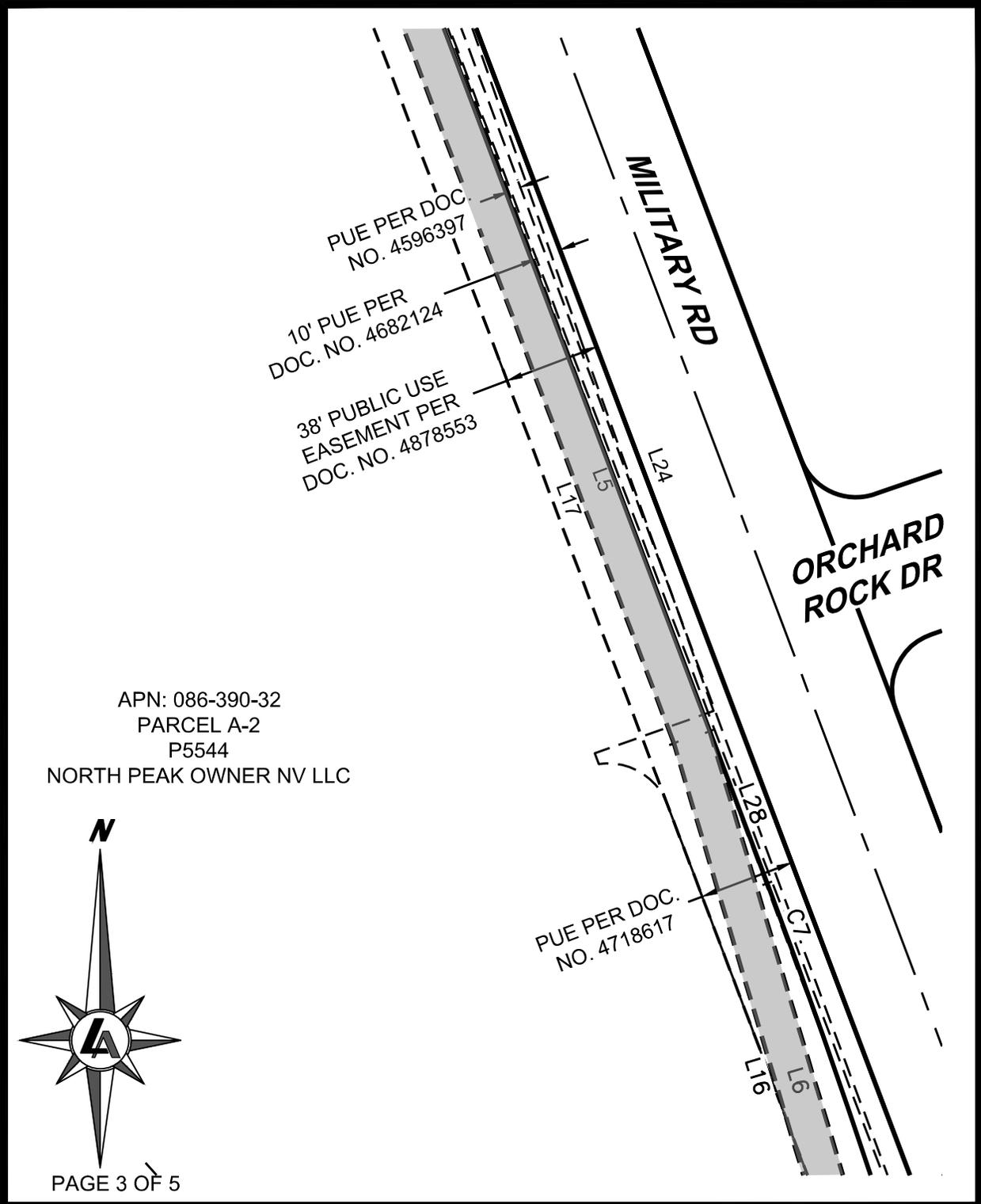


PAGE 2 OF 5

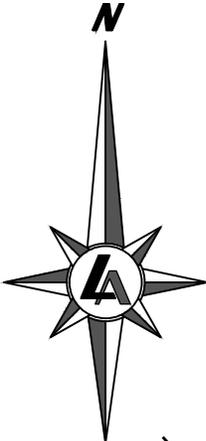
LUMOS
 & ASSOCIATES
 3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

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



APN: 086-390-32
 PARCEL A-2
 P5544
 NORTH PEAK OWNER NV LLC



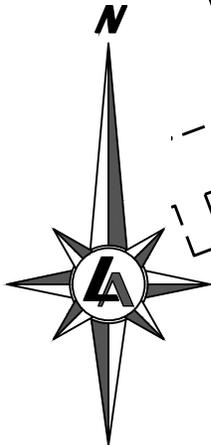
PAGE 3 OF 5

LUMOS
 & ASSOCIATES
 3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

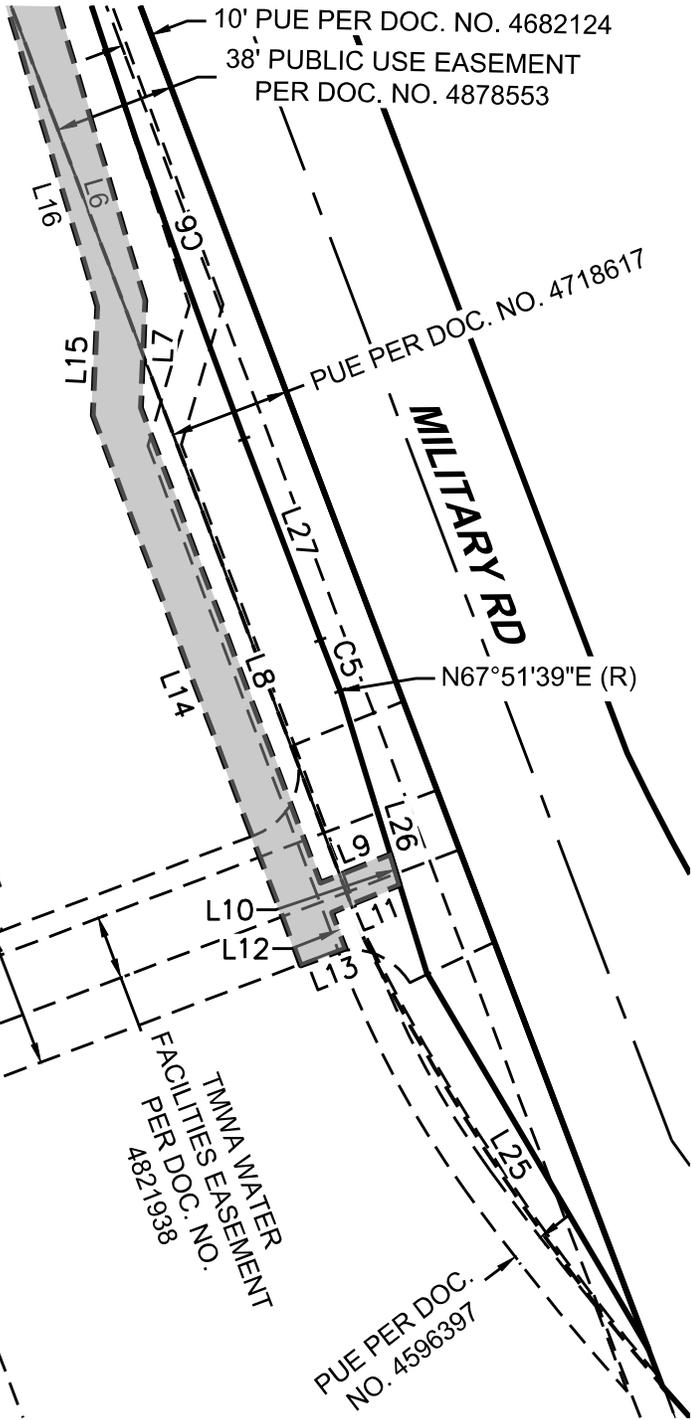
EXHIBIT "B"
PORTION OF PARCEL A-2, P5544
APN: 086-390-32
PORTION OF SEC. 4, T20N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 3/19/2025
 SCALE: 1" = 60'
 JOB NO: 11026.000

APN: 086-390-32
 PARCEL A-2
 P5544
 NORTH PEAK OWNER NV LLC



PAGE 4 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

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'

SCHEDULE 3

FORM OF TEMPORARY CONSTRUCTION EASEMENT

Ptns. 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: Ptns. of APN: 086-390-32

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 2026, by NORTH PEAK OWNER NV LLC, a Delaware limited liability company ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTEE").

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 GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibits "A" and depicted on Exhibits "B" of Attachments 1-6 attached hereto and made a part hereof by reference (the "Temporary Easement"), for the purposes of using the Temporary Easement to complete construction work for the Military Road Capacity & Safety Project, subject to all matters of record and all matters that would be disclosed by an accurate survey or physical inspection of the property. The term of this Temporary Easement shall commence on May 1, 2026, and shall continue through and include the termination date of April 30, 2028. Upon such termination date, this easement shall be of no further force and effect and no recorded termination shall be required to effectuate such termination. GRANTOR reserves the right to use and occupy the easement area(s) in any manner that does not interfere with GRANTEE'S use of the easement area(s).

GRANTEE covenants and agrees:

(1) to provide GRANTOR with at least 14 days advance notice before commencing construction activities in the easement area(s).

(2) to (i) conduct its construction in accordance with all laws and, to the extent possible, in a manner that will minimize interference with operation and use of the GRANTOR'S property by GRANTOR and its tenants and uses, and (ii) leave the easement area(s) in as neat and presentable a condition as existed prior to GRANTEE'S entry.

(3) to require any contractor or agent of GRANTEE entering into the easement area(s) to maintain, in full force and effect during any such work, reasonable commercial general liability insurance which names GRANTOR and its agents, directors, officers, and employees as additional insureds. GRANTEE shall provide GRANTOR with certificates of insurance evidencing such insurance coverage prior to entry onto the easement area(s) (and such insurance must be maintained during any period such party is entering onto the easement area(s)).

(4) to, and to cause its general construction contractor, to jointly and severally defend, save and hold harmless and indemnify GRANTOR, its officers, directors, agents, employees, and respective successors and assigns from and against any and all claims, proceedings, actions, liability, costs, expenses, and damages (including without limitation attorney's fees and defense costs incurred in any action or proceeding for injury, loss, or damage to any person or property) arising out of or resulting from GRANTEE'S or its agents or contractor's use of or access to the easement area(s) or any GRANTOR property.

(5) to keep GRANTOR'S property, including the easement area(s), free and clear of any liens that are caused by GRANTEE or its general construction contractor or either of their agents or subcontractors. GRANTEE is solely responsible for all costs and expenses related to the construction and maintenance of the easement area.

In the event GRANTEE defaults in the performance of any of its obligations pursuant to this Temporary Construction Easement and such default continues for a period of thirty (30) days after receipt of written notice of said default from GRANTOR, GRANTOR shall be entitled to cure such default, provided, that no notice or opportunity to cure shall be required in the event the default creates an emergency or interferes with the use of GRANTOR'S property. Any and all reasonable, out-of-pocket expenses incurred by GRANTOR in curing such default, together with fifteen percent (15%) per annum interest thereon shall be due and payable by GRANTEE within thirty (30) days of written demand therefor by GRANTOR to GRANTEE. In the event that GRANTEE fails to pay within said thirty (30) day period, GRANTOR shall be entitled to bring any action necessary at law or in equity for enforcement of this Temporary Construction Easement, including, without limitation, specific performance and injunctive relief, and GRANTOR shall be entitled to recover, in addition to any other relief available to same hereunder or at law or in equity, attorneys' fees, and court costs.

Notwithstanding anything to the contrary in this Temporary Construction Easement, the indemnification obligations and GRANTEE covenants shall survive a termination of this Temporary Construction Easement.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Construction Easement.

GRANTEE:

RTC:

Regional Transportation Commission of Washoe County

William Thomas, Executive Director

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____ by
William Thomas as Executive Director of the Regional Transportation Commission of Washoe
County.

Notary Public

S
E
A
L

My commission expires: _____

Attachment 1

Easement Area 1

A portion of APN 086-390-32
TCE

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.

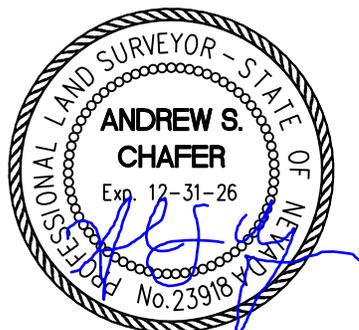
Refer to Exhibit "B" attached hereto and by this reference made a part of.

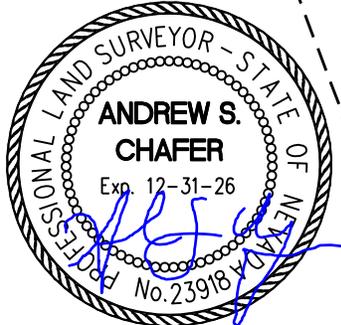
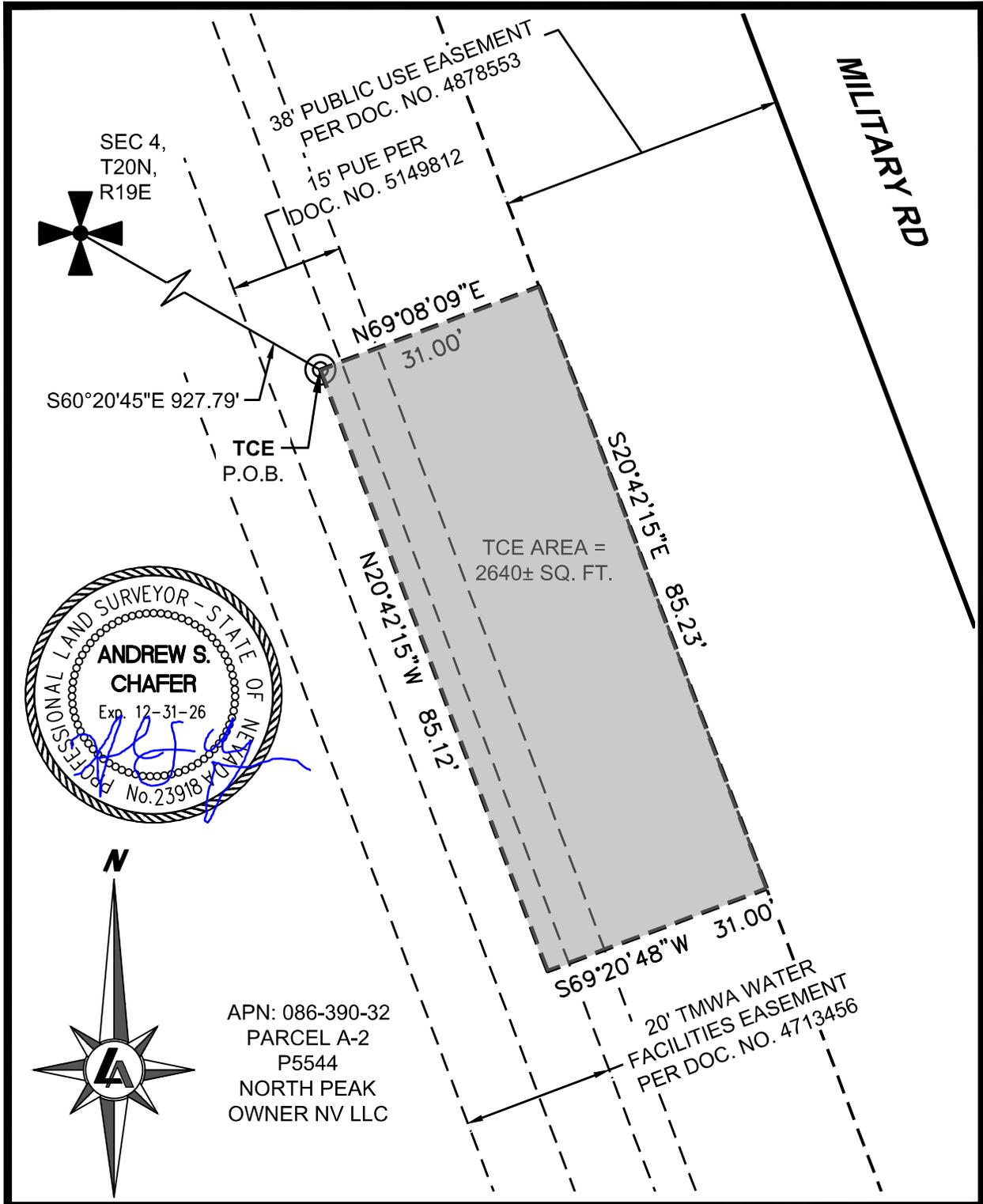
Prepared by:

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





APN: 086-390-32
PARCEL A-2
P5544
NORTH PEAK
OWNER NV LLC

LUMOS
& ASSOCIATES
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" = 20'
JOB NO: 11026.000

Attachment 2

Easement Area 2

A portion of APN 086-390-32
TCE

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 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.

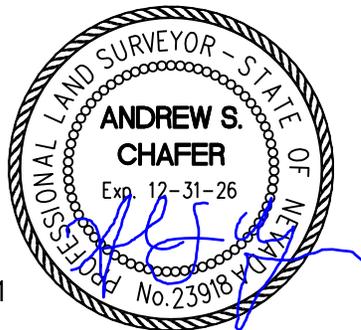
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

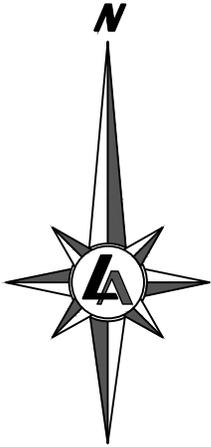
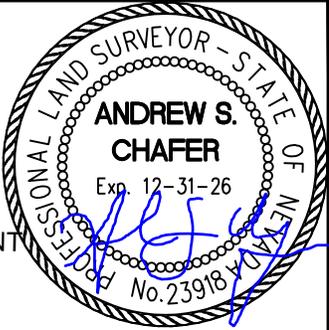
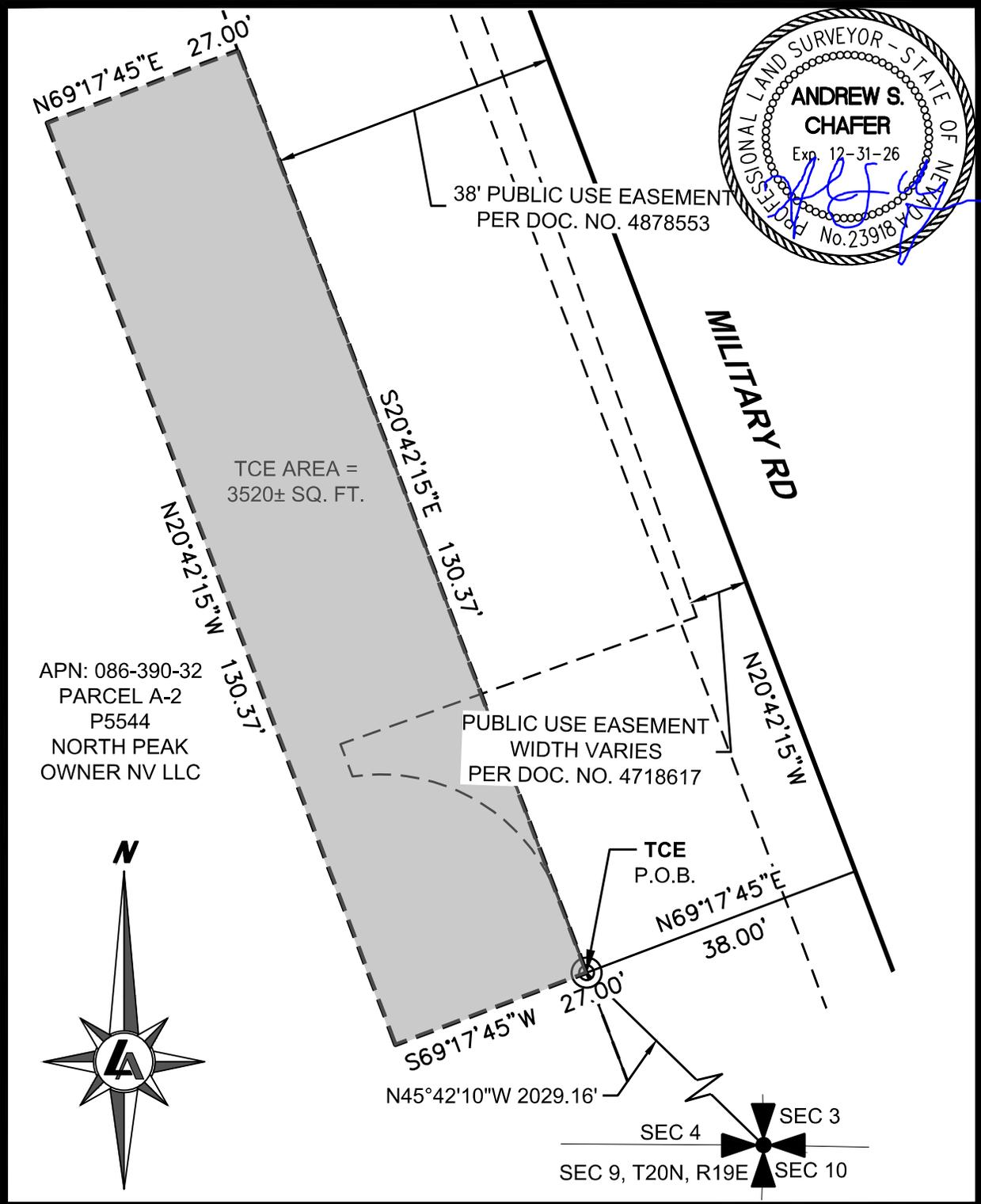
Prepared by:

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 15:09:11-07'00'



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"
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" = 20'
 JOB NO: 11026.000

Attachment 3

Easement Area 3

A portion APN
086-390-32 TCE

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 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.

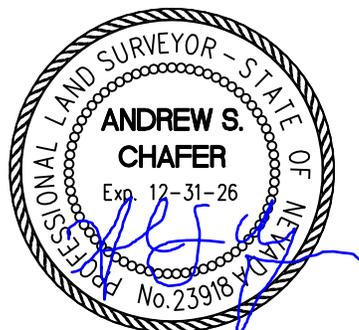
Refer to Exhibit "B" attached hereto and by this reference made a part of.

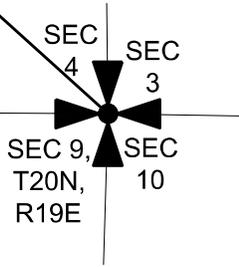
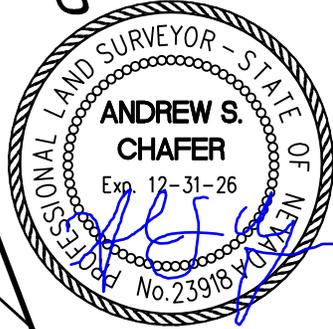
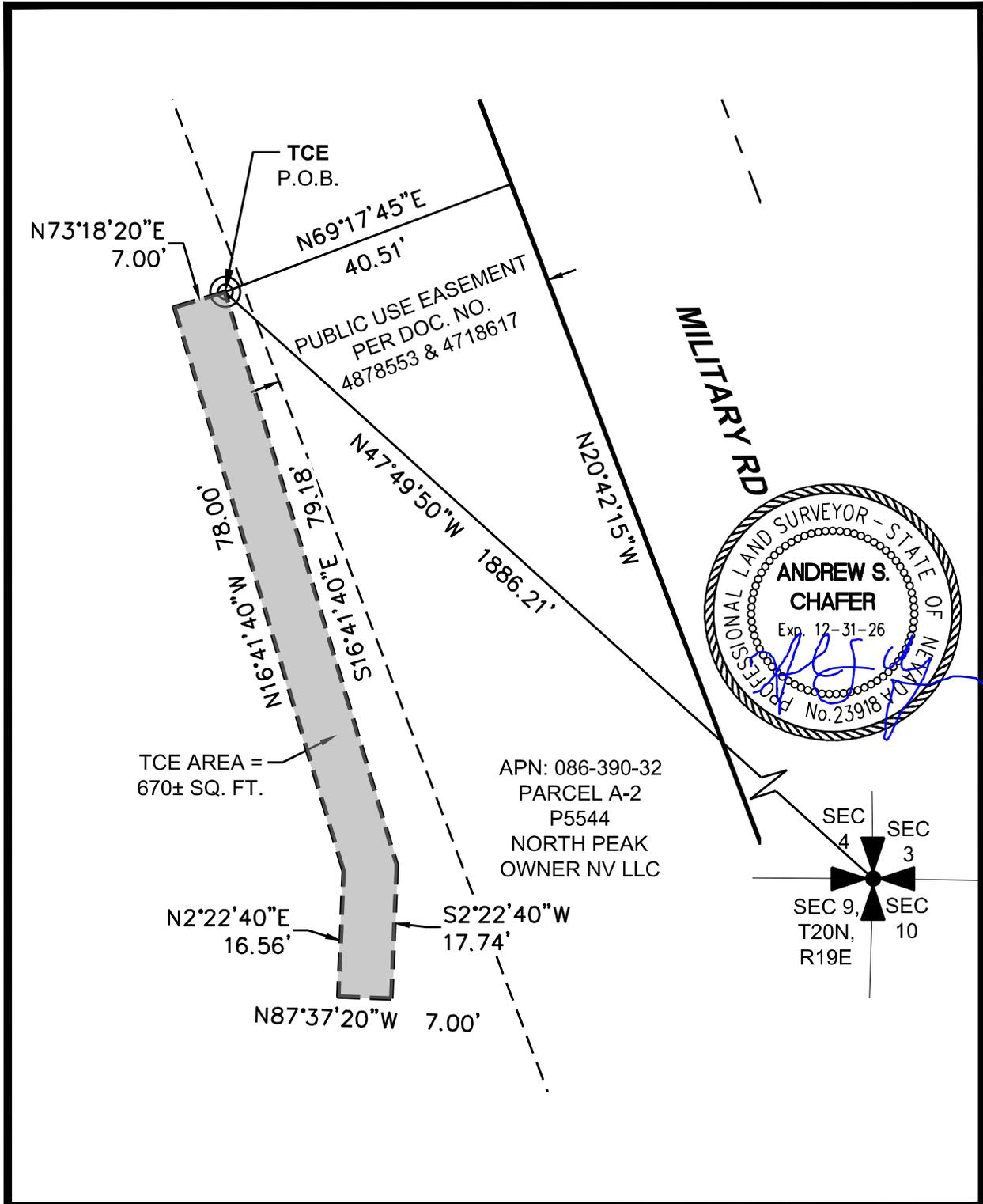
Prepared by:

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 15:42:54-07'00'

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"
PORTION OF PARCEL A-2, P5544
APN: 086-390-32
PORTION OF SEC. 4, T20N, R19E, MDM

WASHOE COUNTY **NEVADA**

DATE: 3/28/2025
 SCALE: 1" = 20'
 JOB NO: 11026.000

Attachment 4

Easement Area 4

A portion of APN
086-390-32 TCE

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 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.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

Andrew Chafer

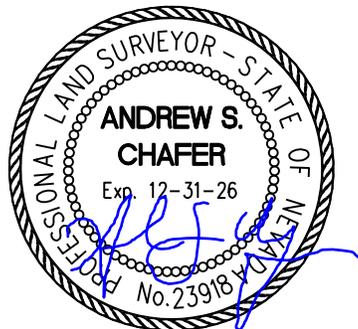
Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.03.28 15:49:02-07'00'

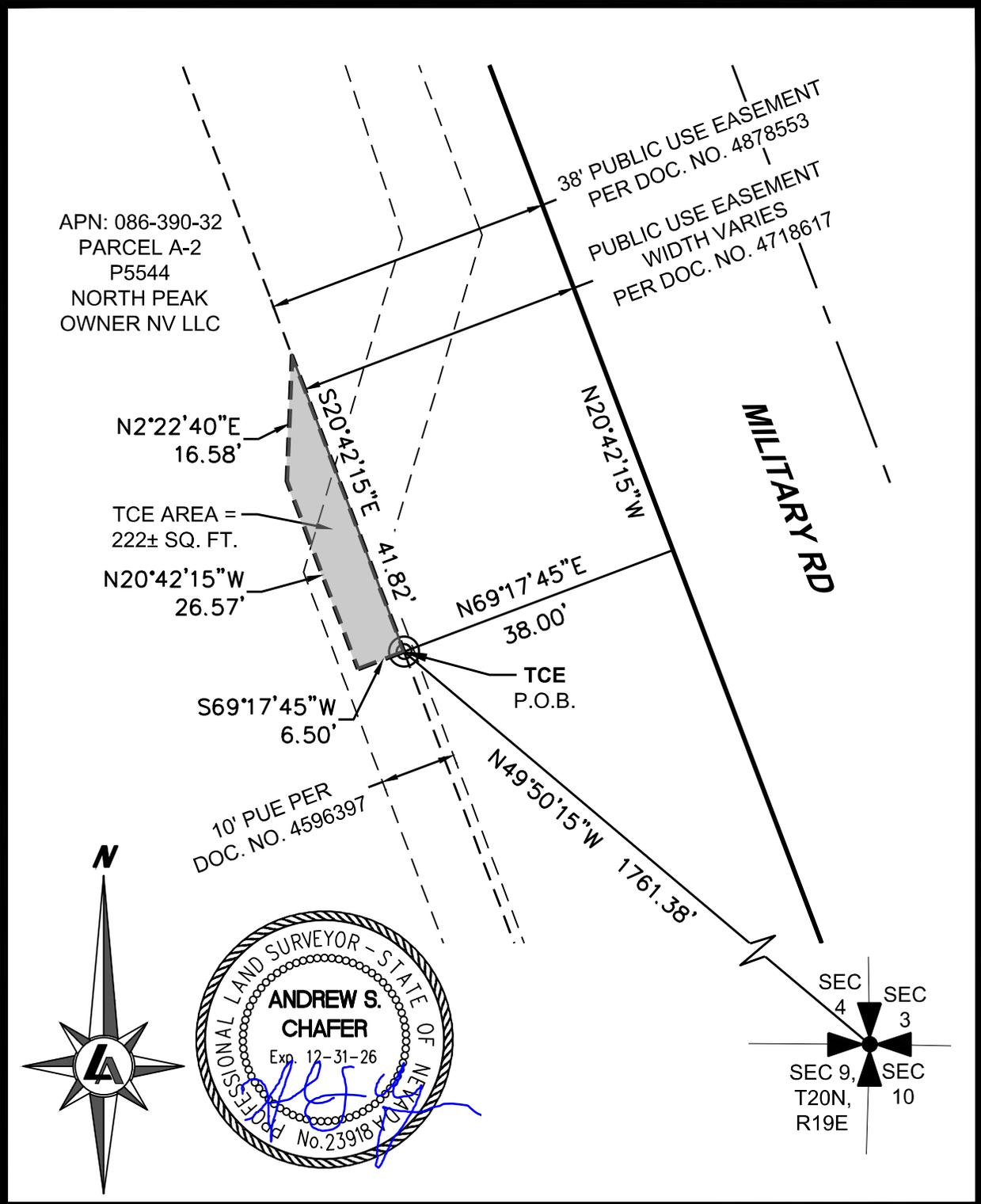
Lumos & Associates, Inc.

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"
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" = 20'
 JOB NO: 11026.000

Attachment 5

Easement Area 5

A portion of APN 086-390-32
TCE

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 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.

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.

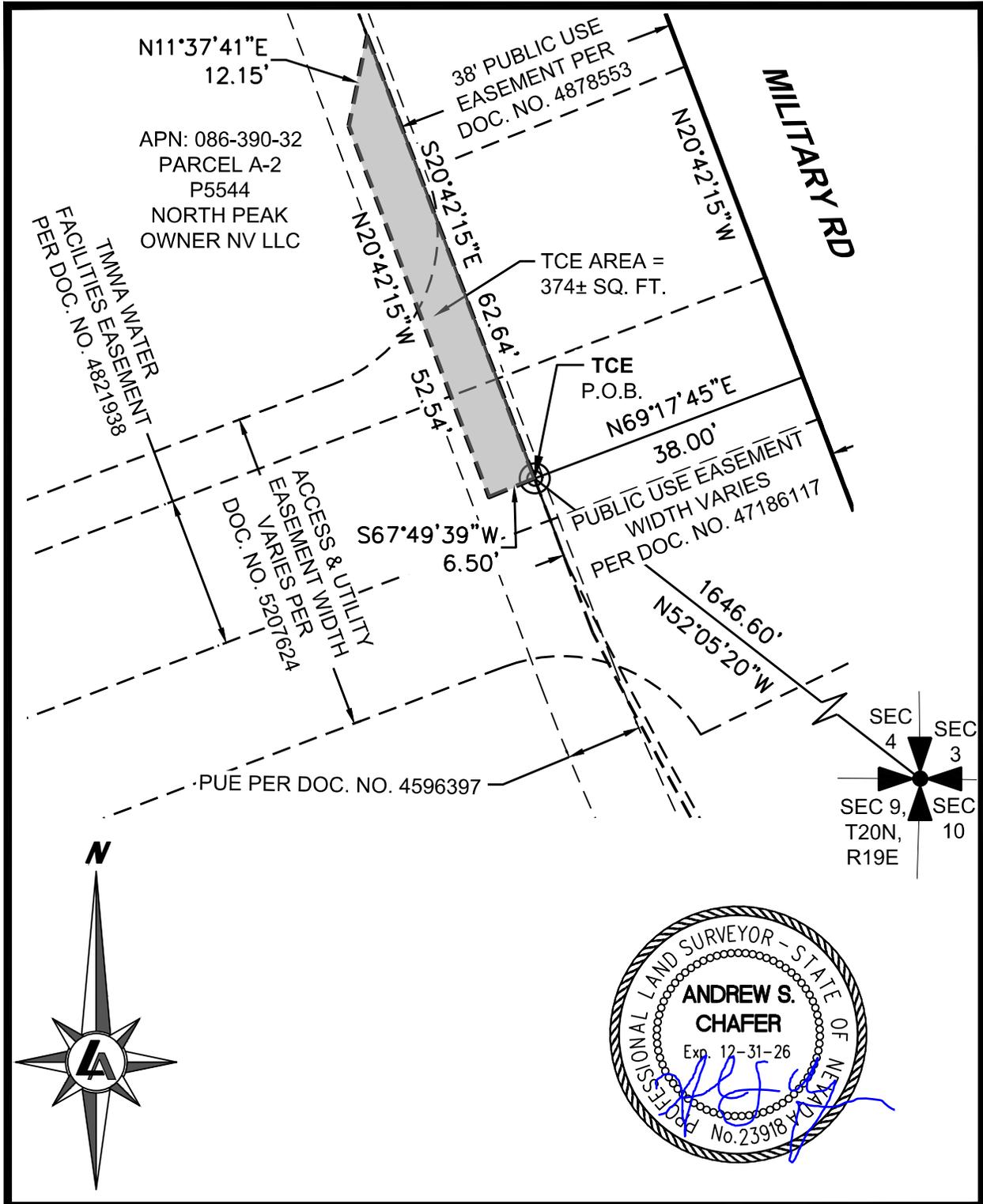
Prepared by:

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 15:53:28-07'00'



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"
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" = 20'
 JOB NO: 11026.000

Attachment 6

Easement Area 6

A portion of APN 086-390-32 TCE **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 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.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

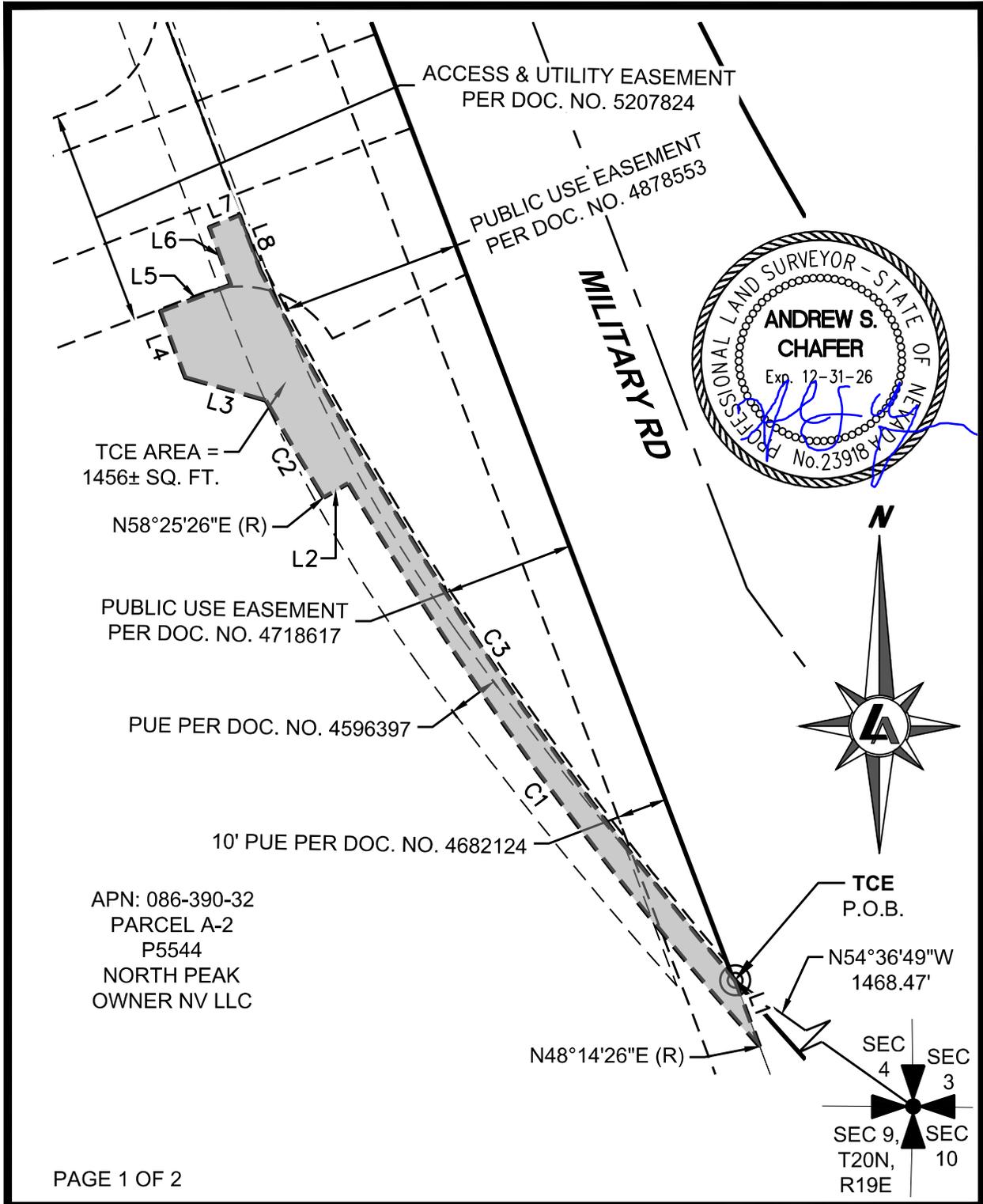
Prepared by:

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 15:57:28-07'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





PAGE 1 OF 2

LUMOS
& ASSOCIATES
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" = 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



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: N/A
JOB NO: 11026.000

SCHEDULE 4

INSURANCE REQUIREMENTS

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PUBLIC WORKS CONSTRUCTION**

Project Cost >\$10,000,000
2024-04-23 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF BID OR PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR DIRECTLY AT (775) 335-1845.

2. INDEMNIFICATION

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

- A. Any errors, omissions, recklessness, or intentional misconduct in the performance of the work or services rendered by CONTRACTOR, its subcontractors and subconsultants (collectively "Subs"), its employees, agents, officers, directors, or anyone else for whom CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, Subs, or anyone else for whom CONTRACTOR is legally responsible; and
- C. The 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, or equipment (including software) supplied by CONTRACTOR 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, or equipment (including software) not consented to by CONTRACTOR; and
- D. The use by the Indemnitees, including their consultants and subconsultants, of equipment, parts and other articles supplied by CONTRACTOR under this Agreement to the extent such Damages are caused by defects in the design, marketing or manufacturing of the equipment, parts and other articles.

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 CONTRACTOR or anyone else for whom CONTRACTOR is legally responsible, CONTRACTOR 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 CONTRACTOR'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONTRACTOR.

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

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

3. GENERAL REQUIREMENTS

Prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage, CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

4. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC Finance Department and be received by RTC before work commences. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, upon request. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, and the City of Reno as additional insured 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, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Contract. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

8. ACCEPTABILITY OF INSURERS

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

9. MISCELLANEOUS CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONTRACTOR fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR's expense.

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

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$10,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

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

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 and CG 20 37 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

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

The status of RTC as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

CONTRACTOR waives all rights against RTC and any other Indemnitees listed in section 2.

INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of not less than **\$10,000,000** each occurrence for at least 5 years following substantial completion of the work.

- A. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- B. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- C. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$5,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

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

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

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

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

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

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

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

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

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



REGIONAL TRANSPORTATION COMMISSION of Washoe County

Engineering & Construction • Planning • Public Transportation

Meeting Date: 3/13/2026

Agenda Item: 4.2.1

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Regional Approach to Community Project Funding/Congressionally Directed Spending Requests for Local Roads

RECOMMENDED ACTION

Acknowledge receipt of information related to the FY2027 coordinated regional approach to submitting Community Project Funding (CPF)/Congressionally Directed Spending (CDS) and developing requests that are focused on neighborhoods where local streets need rehabilitation.

BACKGROUND AND DISCUSSION

Local governments are facing fiscal challenges in rehabilitating local roads, particularly in aging areas. RTC's primary funding source for roadways, the indexed fuel tax, is used for regionally significant roadways and the Highway Fund is used for the state highway system. The Regional Transportation Plan has identified \$3,926,186,395 in unfunded regionally significant roadway projects over the next 25 years, highlighting the need for additional resources.

The Community Project Funding (CPF)/Congressionally Directed Spending (CDS) appropriations process, reinstated by Congress in FY 2022, allows for earmarks in the Senate and House. These appropriations are recommended by Congress members and vetted by the Appropriations Committees for inclusion in annual bills. The funds must be managed through a federal agency and are subject to agency policies. Historically, until last year, all three local jurisdictions and RTC have submitted their individual annual requests for CPF/CDS funding. The result was that requests could end up competing against each other. RTC was successful in securing \$6 million in CPF/CDS funding by using this strategy in FY26. Historically, allocations within Washoe County have ranged from \$200,000 to \$2.5 million, with a maximum of \$5 million for any one project.

This year, the RTC is submitting a request of \$6,000,000 for the local streets needing rehabilitation in the jurisdictions of Reno, Sparks, and Washoe County. The submitted projects were identified by local jurisdiction staff.

In addition, the RTC is submitting a second request of \$10,000,000 for the University Gateway Transportation Improvement Project. This project will improve multimodal safety and connectivity between downtown Reno and the University of Nevada through the construction of a pedestrian and bicycle crossing over Interstate 80.

This item supports Strategic Roadmap Goal #6, "Sustainable maintenance of our roads" and FY2026 RTC Goal, "Coordinate Community-Directed Spending assistance with local jurisdiction submission".

FISCAL IMPACT

An award for the University Gateway Transportation Project would require a non-federal funding match of \$30,000,000.

PREVIOUS BOARD ACTION

3/30/2026 - There has been no previous Board action taken.

Project Name: North Valleys Pedestrian and Roadway Rehabilitation Project

Project Cost: \$3,300,000

Earmark Request (\$): \$2,000,000

Project Context:

The City proposes to rehabilitate critical pedestrian and roadway infrastructure along Wellington Way, Yorkshire Drive, and Seymore Avenue within the North Valleys neighborhood. This established residential area is served by infrastructure constructed primarily in the 1970s that has not undergone major rehabilitation and is now experiencing advanced deterioration.

Sidewalk panels are cracked and displaced, driveway approaches are failing, and numerous curb ramps do not meet current ADA standards, creating accessibility barriers and safety risks for pedestrians, including seniors, school-aged children, and individuals with disabilities. Adjacent roadways and curb and gutter systems are also deteriorated, contributing to drainage deficiencies and ongoing maintenance challenges.

The project will include:

- Replacement of deteriorated sidewalks and driveway approaches
- Reconstruction of non-compliant ADA curb ramps
- Rehabilitation of curb and gutter to restore proper drainage
- Targeted roadway surface rehabilitation adjacent to pedestrian improvements

This investment directly advances federal priorities related to ADA compliance, pedestrian safety, aging infrastructure renewal, and equitable reinvestment in established neighborhoods. The project addresses long-standing accessibility deficiencies while extending the service life of critical local infrastructure.

The City is prepared to deliver the project upon award and will fund the remaining balance through local capital resources. This earmark request closes the primary funding gap and enables timely implementation.

Project Name: City of Sparks Pedestrian & Roadway Infrastructure Improvement Project: Phase 2

Project Cost: \$2 million

Earmark Request (\$): \$2 million

Project Context: This project would revitalize the pedestrian connectivity and roadways in a disadvantaged neighborhood that currently deals with failing infrastructure as a daily challenge. Most of the sidewalks and pedestrian facilities within this neighborhood were originally constructed as early as the 1940's and have never had any major rehabilitation work. Within Washoe County this neighborhood is designated as an environmental justice area where there is a higher-than-average minority population and are below the poverty line.

The project would include replacement of deteriorated sidewalks, driveway approaches, and non-ADA compliant ramps that are making it hard for pedestrians to safely navigate this community. The project would also include rehabilitation of curb & gutter to ensure proper roadway drainage and would include rehabilitation of the roadway surface adjacent to these improvements.

The City of Sparks continues to see declining revenues to funding sources and increasing costs that are directly related to roadway and pedestrian facility infrastructure programs. Eliminating some of the infrastructure challenges within this neighborhood would have an impact on many current families and businesses, both residents of the neighborhood and visitors coming to enjoy this area in Sparks.

We did not produce a map for this but could if it would be helpful. The roadways specifically included are:

Roadway	From	To
20 th St	Prater Way	A St
C St	21 st St	19 th St
C St	18 th St	Rock Blvd
D St	18 th St	Rock Blvd
Spot ADA Improvements within the adjacent neighborhood infrastructure		

Project Priority (if non-federal sponsor is submitting more than 1 project):

Short description of the project to appear in the report:

University Gateway Transportation Improvement Project, Reno, Nevada, NV-2: Multimodal safety and connectivity improvements providing a pedestrian and bicycle crossing of Interstate 80 linking Downtown Reno and the University of Nevada, Reno (UNR) campus.

Total Project Cost (including breakdown of federal/non-federal shares):

\$60,000,000

Community Project Funding = \$10,000,000

Federal Transportation Funding = \$20,000,000

Non-federal Funding = \$30,000,000

Requested Amount:

\$10,000,000

Sources of funding for the full share of the cost of the project if amount received is less than amount requested:

RTC Washoe will pursue the balance of project funding through a combination of federal formula funds, state funding through the Nevada Department of Transportation, local contributions from the City of Reno and UNR, and Reno Redevelopment Agency participation. RTC Washoe is the lead agency responsible for identifying and developing the project's full funding strategy.

Complete Description of Project (limit 1000 characters, including spaces):

The University Gateway Transportation Improvement Project will improve multimodal safety and connectivity between Downtown Reno and UNR by constructing a pedestrian and bicycle crossing of Interstate 80. Interstate 80 is a documented physical barrier separating these major activity centers. Existing crossings do not adequately support safe or accessible travel. The project includes associated street improvements at Evans Avenue and 9th Street. RTC Washoe leads project delivery in partnership with UNR, the City of Reno, and NDOT. UNR will dedicate necessary right-of-way at no cost.

Project Name: County Road 447 Roadway Improvements

Project Cost: \$2,200,000

Earmark Request (\$): \$2,000,000

Project Context: (Brief description, location, readiness, and community benefit)

This project will implement pavement preservation and safety improvements along County Road 447 (CR 447) in Washoe County, Nevada, near the town of Gerlach. The proposed work includes micromilling to correct roadway profile deficiencies, followed by placement of a thin lift asphalt overlay. Improvements are proposed from mile marker 75.5 at the “Y” intersection to approximately mile marker 83, a corridor with documented safety concerns and high exposure to heavy vehicle and seasonal traffic.

CR 447 is a critical rural arterial that experiences pavement distress, surface irregularities, and profile deficiencies that contribute to safety concerns for motorists. Micromilling and thin lift overlay will correct ride quality and drainage issues, reduce crash risk, and extend pavement life in a cost-effective manner. This treatment is an efficient alternative to full reconstruction and aligns with best practices for pavement preservation on long rural corridors.

The project is ready to advance upon receipt of funding. The scope of work is well defined, utilizes standard construction techniques, and can be delivered efficiently. The estimated construction cost is approximately \$275,000 per mile, with a total project cost of \$2.1 million, plus anticipated design costs of \$100,000. Washoe County is prepared to cover all costs exceeding the \$2.0 million CDS/CPF request.

The project will improve roadway safety, enhance ride quality, and increase reliability for residents, freight, emergency responders, and visitors traveling along CR 447. By extending pavement service life and addressing safety deficiencies, the project will reduce long-term maintenance costs and support continued economic activity and regional connectivity in northern Washoe County.



REGIONAL TRANSPORTATION COMMISSION of Washoe County

Engineering & Construction • Planning • Public Transportation

Meeting Date: 3/13/2026

Agenda Item: 4.2.2

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance/CFO

SUBJECT: State of Nevada Department of Human Services Division of Social Services ICA

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the State of Nevada Department of Human Services Division of Social Services to reimburse RTC for the cost of bus passes for the Temporary Assistance for Needy Families (TANF) program and Supplemental Nutrition Assistance Program (SNAP), in an amount of up to \$134,000.

BACKGROUND AND DISCUSSION

This new agreement provides funds to the RTC for the State's Division of Social Services TANF and SNAP programs. These programs provide bus passes to eligible TANF and Supplemental Nutrition Assistance Program (SNAP) employment and training participants who must participate in work activities as a condition of receiving TANF and SNAP program benefits through the State.

This ICA authorizes the State to reimburse the RTC for costs associated with the purchase of bus passes up to \$134,000.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

10/21/2022 - Approved an Interlocal Cooperative Agreement with the State of Nevada Department of Health and Human Services Division of Welfare and Supportive Services for reimbursement of the cost of bus passes for its Temporary Assistance for Needy Families (TANF) program up to \$160,000.

CETS #:	31870
Agency Reference #:	N/A

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Human Services Division of Social Services
Address:	1470 College Parkway
City, State, Zip Code:	Carson City, NV 89706
Contact:	Monique Pomerleau
Phone:	(775) 684-0678
Email:	dsscontracts@dss.nv.gov

Public Entity #2:	Regional Transportation Commission, dba RTC of Washoe
Address:	1105 Terminal Way, Suite 300
City, State, Zip Code:	Reno, NV 89502
Contact:	William A. Thomas, Executive Director
Phone:	(775) 332-2141
Email:	bthomas@rtcwashoe.com

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	31870
Agency Reference #:	N/A

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2026	To:	June 30, 2030
-----------------	--------------	-----	---------------

4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
---------------	---------------

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Actual	per	Invoice
--------	-----	---------

Total Contract Not to Exceed:	\$134,000.00
-------------------------------	--------------

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

CETS #:	31870
Agency Reference #:	N/A

- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

CETS #:	31870
Agency Reference #:	N/A

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

SCOPE OF WORK**PURPOSE:**

The purpose of this contract is to provide bus passes to eligible Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program employment and training (SNAPET) program participants, who must participate in work activities as a condition of receiving TANF and SNAPET program benefits

DIVISION OF SOCIAL SERVICES (DSS) AGREES TO:

1. Allocate funds to be used to reimburse the provider for the purpose of costs associated with bus passes.
2. DSS shall issue to Provider a completed purchase order with an itemized list of various bus passes to purchase and the total cost associated with such.
3. Within 30 working days of receipt of a monthly billing statement, the DSS' Accounting Unit will process the invoice and submit a state claim for payment by a State Warrant to reimburse the provider.

PROVIDER AGREES TO:

1. The provider will provide bus passes at current prevailing rates and provide notification of changes in the prevailing rates to DSS as soon as the knowledge is available.
2. The provider shall send invoices to DSS by the 5th day of each month for the previous month's billing. Appropriate backup documentation and information provided by DSS shall be attached to the invoice.

BOTH PARTIES AGREE TO THE GENERAL PROVISIONS AND CONDITIONS:

1. Both parties hereby acknowledge the imminence of potentially substantial changes to regulations and statutes applicable to this agreement, and, as necessary, to comply with such changes.
2. This agreement is subject to the relevant provisions of the State service and operation work plans and other regulations, which may impact this Agreement.
3. This Scope of Work shall become a part of the Interlocal Contract between Public Agencies (attached).