

TALUS VALLEY EAST

**Widening of Roadway, Drainage Improvements and Dedication of
Right of Way along South Meadows Parkway and Portions of the
Talus Valley East Backbone Infrastructure**

**OFFSET AGREEMENT
Offset Agreement #533002**

BETWEEN

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

And

**CITY OF RENO
a Municipal Corporation**

And

**LENNAR RENO, LLC
Developer of Record**

For

**TALUS VALLEY EAST AND BELLA VISTA RANCH PHASE 2
Development of Record**

South Service Area

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EXHIBITS

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

OFFSET AGREEMENT

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

1. General

- 1.1 **Ordinance, Manual and CIP.** The City of Sparks, the City of Reno, Washoe County, and RTC have entered into an Interlocal Cooperative Agreement for the purposes of implementing the Regional Road Impact Fee (“RRIF”) Program. The Participating Local Government has passed a Regional Road Impact Fee Ordinance (“Ordinance”) to implement the RRIF. RTC and the Participating Local Government have adopted the Regional Road Impact Fees General Administrative Manual, Current Edition (“Manual”), specifying the provisions and procedures for administration of the RRIF, as well as the Regional Road Impact Fee System Capital Improvement Plan (“CIP”) Current Edition, identifying the regional streets and improvements which shall be constructed in whole or in part with funds generated from the RRIF. The terms and provisions of the Manual and the CIP are incorporated herein by reference as if fully set forth. All capitalized terms not otherwise defined herein shall have the definitions and meanings as used in the Ordinance, Manual and CIP. Amendments approved by the RTC and local governments are incorporated by reference to the same extent as if set forth in full herein.
- 1.2 **Basis for this Offset Agreement.** The parties intend this Offset Agreement to be an Offset Agreement as provided in Section X of the Manual, to provide for waivers of Regional Road Impact Fees (“RRIF Waiver”) in exchange for contributions of Offered Improvements (which may include right-of-way (“ROW”) dedication), which may then be used to offset Regional Road Impact Fees which would otherwise be chargeable to the Developer of Record’s Development of Record. Section X of the Manual contains specific provisions pertaining to 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 East and Bella Vista Ranch Phase 2. The Developer of Record owns the entire Development. A site plan and narrative description of the Development of Record, including the proposed land uses and units of development is attached hereto as Exhibit “B”. The legal description of the Development of Record is attached as Exhibit “B-2.”

2.2 Offered Improvements.

2.2.1 **Description of Offered Improvements.** The Developer of Record has submitted an application shown herein as Exhibit “C” describing the specific Offered Improvements which the Developer of Record proposes to construct and/or dedicate. The Offered Improvements are generally described as roadway and drainage improvements associated with the extension of South Meadows Parkway to the future Rio Wrangle Parkway connection; culvert improvements at Steamboat Creek, and right of way dedications. The RTC RRIF Administrator and Local RRIF Administrator have approved the application, subject to the limitations set forth in the letter of approval incorporated herein as Exhibit “D”.

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

- 2.2.3 **Design and Construction Standards.** All design and construction of the Offered Improvements shall be in accordance with the latest edition of the Standard Specifications as of the date of this agreement for Public Works Construction (“Standard Specifications”), including any addenda, as adopted by the Participating Local Government and modified by the Special Technical Specifications (“STS”) as prepared by RTC and contained herein as part of Exhibit “E”. Additionally, all design and construction of Offered Improvements shall be in accordance with all policies of the RTC, including the latest version as of the date of this agreement of the following: Policy for the Street and Highway Program, RRIF CIP, and Traffic Noise Mitigation Policy Report, all incorporated herein as if fully set forth. In the case of conflicting standards, the conflict shall be brought to the immediate attention of the RTC RRIF Administrator who shall, in conjunction with the Local RRIF Administrator, resolve the discrepancy within five (5) working days.
- 2.2.4 **Quality Assurance/Quality Control (QA/QC).** In making the Offered Improvements, the Developer of Record shall institute a QA/QC Program meeting the requirements of Exhibit “E”. The Developer of Record may utilize an alternate QA/QC Program with the approval of the RTC RRIF Administrator and Local RRIF Administrator.
- 2.2.5 **Warranty.** The Developer of Record shall warrant all materials and workmanship of the Offered Improvements in accordance with the provisions of the latest edition of the Standard Specifications. The Developer of Record is directed in particular to Section 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 Waivers.** RRIF Waivers will be expressed in dollars upon the final RRIF Waiver determination pursuant to Section 3.5. RRIF Waivers may be utilized to pay Regional Road Impact Fees which would otherwise be due for development within a Development of Record. To the extent RRIF Waivers are utilized for development of units of development and land uses in strict conformance with Exhibits “B,” 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" 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 "C," 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: Mike Mischel, P.E.
1 E. First Street
Reno, Nevada 89501
Telephone: (775) 326-6607

Developer of Record

Lennar Reno, LLC
Attn: Tim Scheideman
9425 Double Diamond Parkway
Reno, NV 89521
Ph: (775) 789-3233
tim.scheideman@lennar.com

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 _____, 2025.

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 _____, 20____, 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 Hillary Schieve, Mayor of the City of Reno, Nevada.

Attest by City Clerk: _____
City Clerk

DEVELOPER OF RECORD:

By: _____
Tim Scheideman

STATE OF _____

COUNTY OF _____

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

Notary Public

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 costs 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 a 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 re-assessed 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

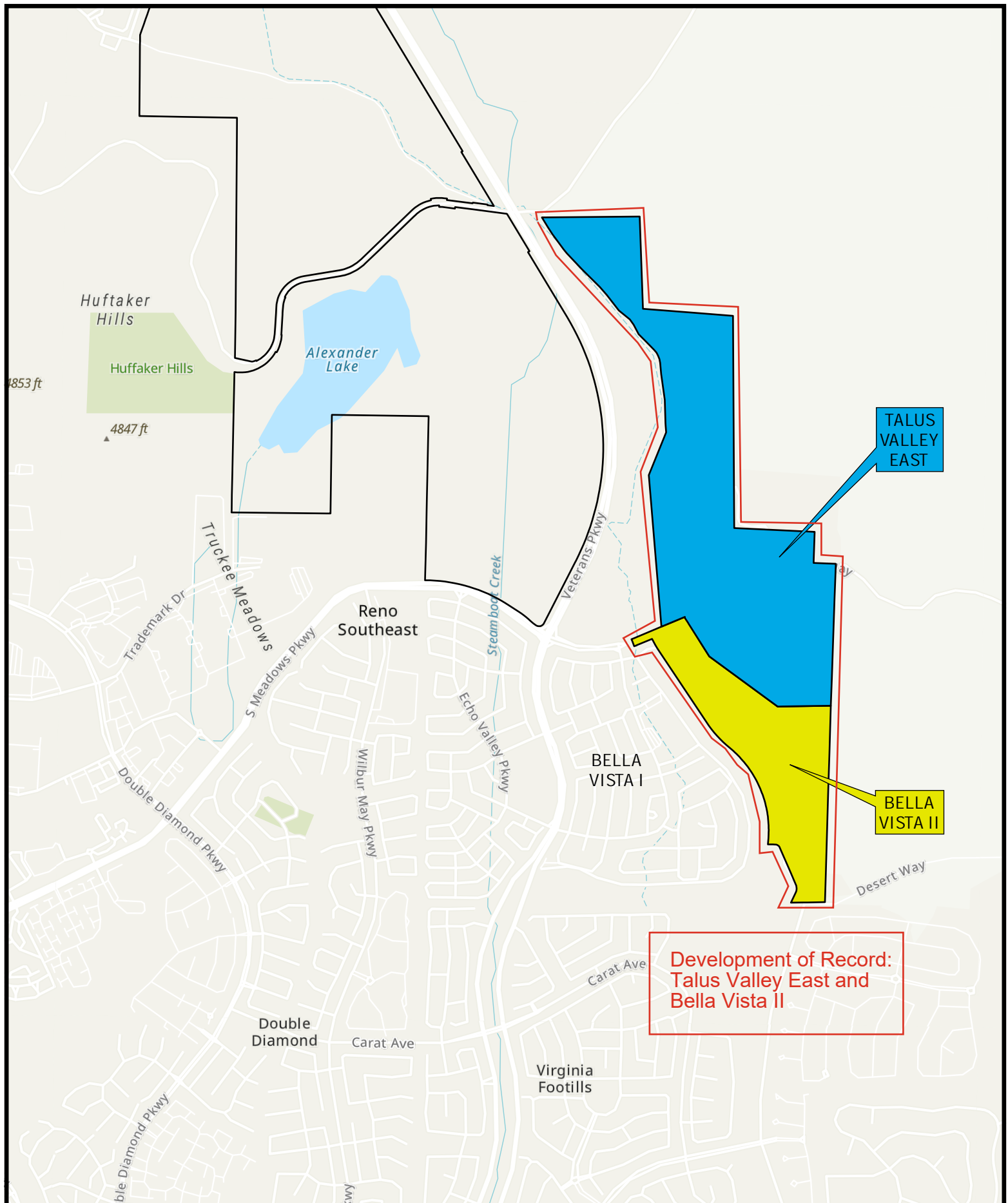
services, construction, or engineering during construction within fifteen (15) days after their execution.

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 of Development of Record



J:\jobs\2416_SunnyHills\SunnyHills_BVII\BVII_OA\GIS\ArcPro\BVII_Amendment\BVII_Amendment_2.aprx 3/21/2025 11:27 AM sbarrow

RRIF Waiver Development of Record

March 2025

EXHIBIT “C”

Offered Improvements Applications, Description of the Development of Record



March 21, 2025

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

Re: Talus Valley East / Bella Vista II 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, Lennar Reno, LLC. Lennar Reno, LLC and Sunny Hills Ranchos will be constructing an extension of South Meadows Parkway to Rio Wrangler Parkway to serve both the Talus Valley East project and Bella Vista Ranch Phase II project.

For additional context, Sunny Hills Ranchos and Lennar, Reno LLC have entered into a cost-sharing agreement for the extension of South Meadows Parkway. Through this agreement they will share in costs that ultimately deliver Regional Road Impact Fee waiver eligible improvements. As such, it is their request to enter into separate RRIF Offset Agreements each as a Developer of Record of the overall larger Development of Record that encompasses both the Talus Valley East and Bella Vista II development areas. The agreements will be structured as follows:

1. An agreement with Sunny Hills Ranchos for the waiver eligible right-of-way being dedicated for the extension of South Meadows Parkway across Steamboat Creek.
2. An agreement with Lennar, Reno for a) the eligible right-of-way dedication for the South Meadows Parkway east of Rio Wrangler parkway. And b) the waiver eligible improvements constructed for South Meadows Parkway. Lennar will distribute the cost share portion of the waivers to Sunny Hills Ranchos based upon their agreement outside of RTC.

Talus Valley East is a Planned Unit Development in the City of Reno, and will encompass several single family subdivisions totaling 458 units in the RTC South Service Area, as well as future development in the area. Bella Vista 2 is a planned unit development encompassing commercial and residential landuses. The Developer, Lennar Reno, LLC, would construct the South Meadows Parkway extension improvements as part of the regional improvement program (2050 RTP) and dedicate right-of-way for the extension of South Meadows Parkway east of Rio Wrangler. The South Meadows Parkway extension is 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 South Meadows Parkway road improvements under permit SIT22-00005 and the Steamboat Creek culvert under permit BLD22-02976E. Please see the attached civil improvement plans. The improvements are part of the backbone roadway construction to serve Talus Valley East

subdivisions 23N (SIT24-00003), 23S (SIT24-00002), 24N (SIT24-00001), 24S (SIT23-00008), 25 (SIT23-00009), and 26 (SIT23-00012). The combined subdivisions total 458 units that require Regional Road Impact Fees in Talus Valley East. Additionally, the Bella Vista Ranch Phase II development, a Planned Unit Development next to Talus Valley East, will consist of 575 single family residences and 16.4 acres of non-residential development, which may have a variety of uses. The Bella Vista Ranch Phase II development is under City of Reno planning case number LDC10-00051.

The **Capital Improvements** include:

- Extension of South Meadows Parkway from Mojave Sky Drive to Rio Wrangler, except for the two lanes necessary for site improvements
- Turn lanes on South meadows Parkway and Rio Wrangler Parkway associated with the widened road
- Extension of the culvert improvements under the eligible road lanes
- Minor signing and striping upgrades required for roadway

The project **Construction Plans and Specifications** are currently in review with the City of Reno, and the civil improvement plans are included as an attachment to this letter.

The **Developer of Record for Talus Valley East** is:

Lennar Reno, LLC

Tim Scheideman

9425 Double Diamond Parkway

Reno, NV 89521

Ph: (775) 789-3233

Fax: (775) 825-7733

tim.scheideman@lennar.com

The **Development of Record** will cover all APNs for Talus Valley East and Bella Vista Ranch Phase II:

Talus Valley East APNs-

165-011-40

165-011-42

165-321-01

165-321-02

165-321-03

165-321-04

Bella Vista Ranch Phase II APNs-

165-011-37

165-011-48

165-011-49
165-011-50
165-011-51

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 2 Indexing, included as an attachment) are as follows:

Talus Valley East

Single Family development of Talus Valley East (South Service Area) –
458 units @ \$5,204.23/unit = **\$2,383,537.34**

Bella Vista Ranch Phase II

Single Family development of Bella Vista Ranch Phase II (South Service Area) –
602 units @ \$5,204.23/unit = **\$3,132,946.46**

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

Wood Rodgers, Inc.
Justin McDougal, PE
1361 Corporate Boulevard
Reno, NV 89502
Ph: (775) 823-4068
Fax: (775) 823-4066
jsmith@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 and Principal of Wood Rodgers' geotechnical engineering department. -. 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 Capacity Improvements:

Proposed RRIF offset eligible improvements include dedication and grading of right of way necessary to extend South Meadows Parkway. The improvements offered are represented in the attached exhibits (South Meadows Parkway Talus Valley East Improvements, South Meadows Parkway ROW Talus Valley Dedication). Table 1 below describes the total RRIF Offset Eligible Costs separated between total right-of-way dedication and total construction costs associated with capacity improvements to South Meadows Parkway by Lennar:

Table 1: Total RRIF Offset Eligible Capacity Improvements	
Total Eligible ROW Dedication	\$440,141
Total Eligible Construction Costs	\$796,695
Total RRIF Offset Eligible Improvements	\$1,296,695

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 also 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 2024 and being completed by fall of 2024. 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 2025.

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



Sincerely,

Wood Rodgers, Incorporated

Steve Strickland, PE for ...
James Springgate, P.E.
775-823-9447, jspringgate@woodrogers.com

Enclosures:

South Meadows Parkway/Rio Wrangler Parkway	Site Plan included in Agreement Exhibit B
RTC RRIF Waiver Exhibit (Site Plan)	
7th Edition, Year 1 Indexing RRIF Schedule	RRIF 7th Edition, Year 2 Fee Schedule included in Exhibit G
Preliminary RRIF Offset Eligible Cost Estimate	Cost estimate and ROW appraisal not
Transportation Impact Study for Daybreak Planned	included in agreement
Unit Development	
Civil Improvement Plans, Talus Valley East	Traffic Impact Study and Plans not included as exhibits
Backbone Phase 1	to RRIF Agreement
Civil Improvement Plans, South Meadows Culvert	
ROW Dedication Land Appraisal	

Attached to application include eligible improvement graphics 1 and 2 and cross section of proposed ROW dedication

SOUTH MEADOWS PARKWAY/RIO WRANGLER PARKWAY
RTC RRIF WAIVER IMPROVEMENTS (1 of 2)

TALUS VALLEY EAST

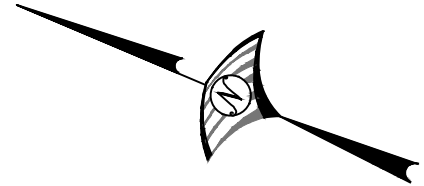
LENNAR HOMES

RENO

NEVADA

JANUARY, 2025

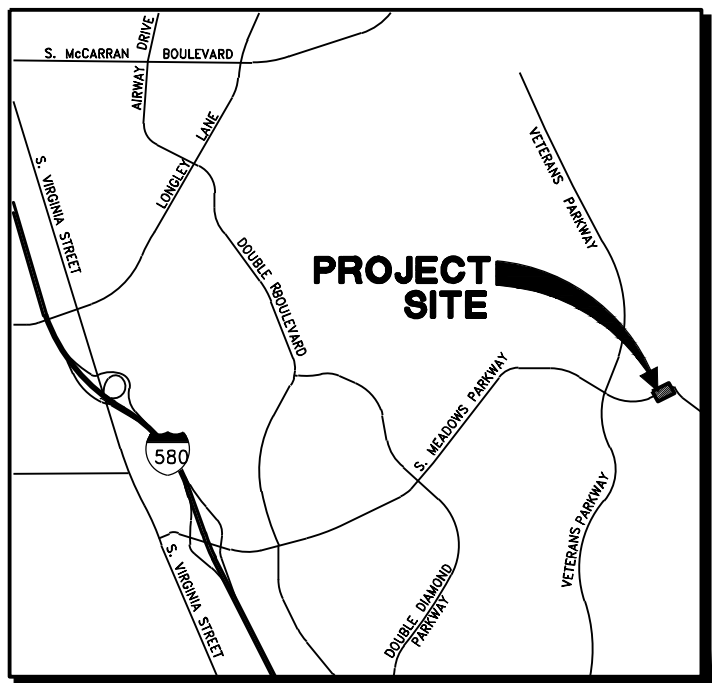
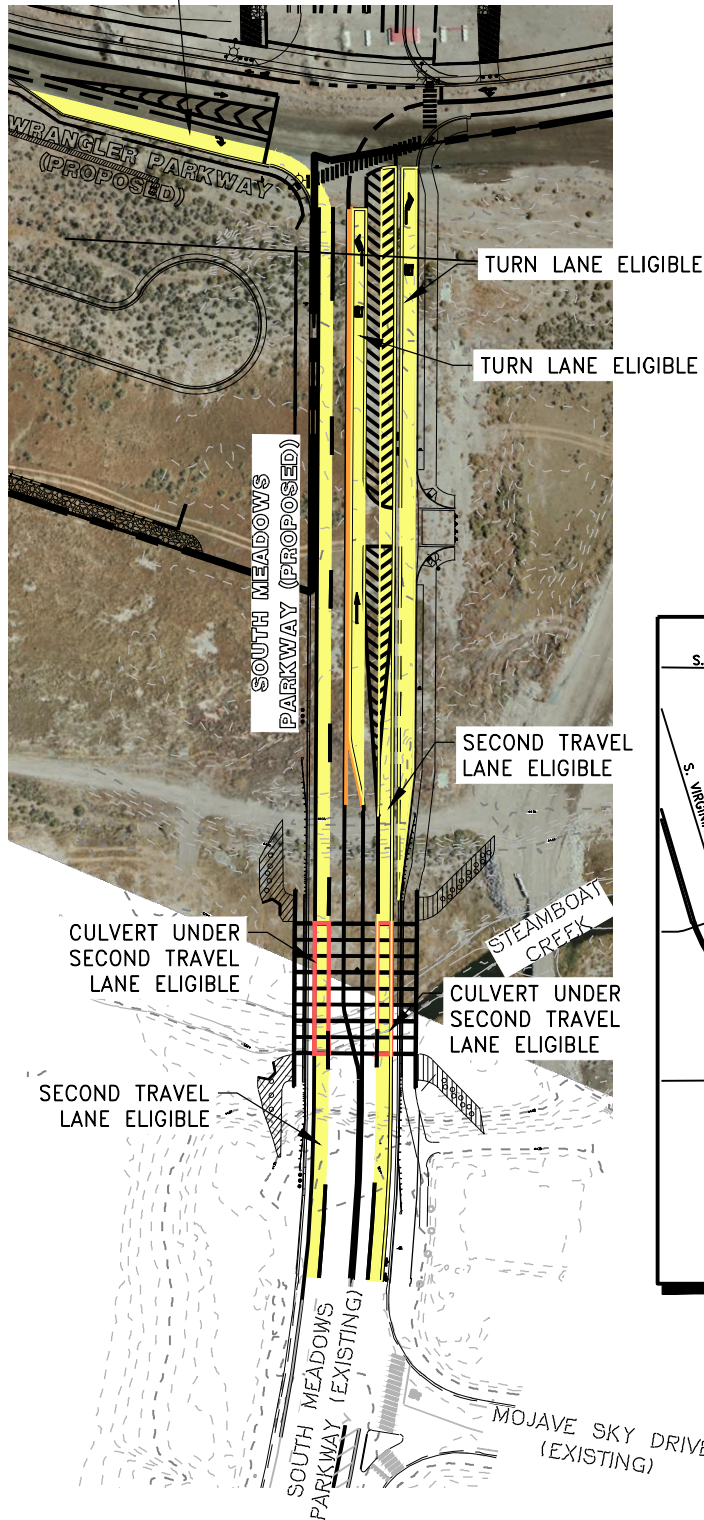
TURN LANE ELIGIBLE



SCALE 1"=150'

LEGEND

- 5" AC PAVEMENT W/8" BASE
- 6" MEDIAN CURB W/6" BASE
- BOX CULVERTS UNDER TRAVEL PATH



VICINITY MAP



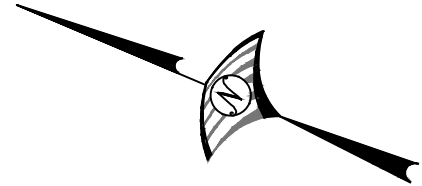
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

SOUTH MEADOWS PARKWAY EXTENSION
R.O.W. DEDICATION EXHIBIT (2 of 2)
TALUS VALLEY EAST
LENNAR HOMES

RENO


NEVADA

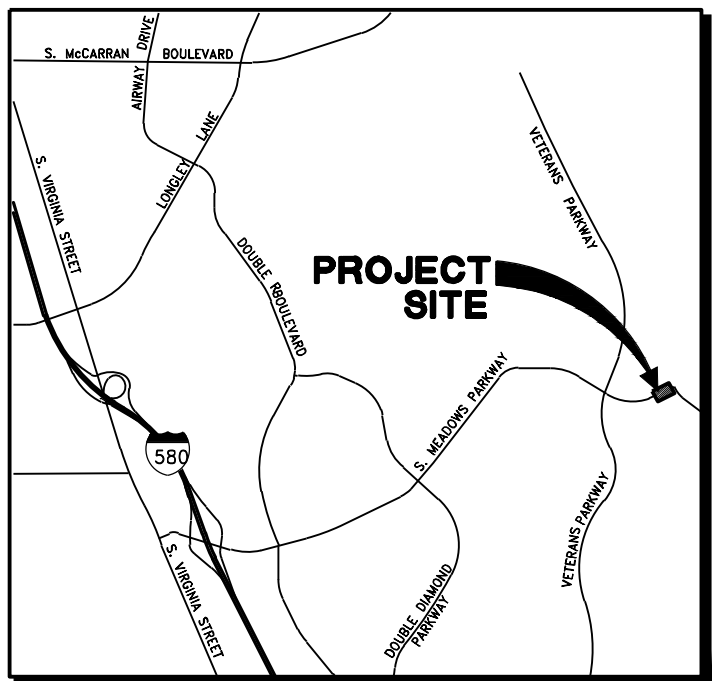
JANUARY, 2025



SCALE 1"=300'

LEGEND

 RIGHT-OF-WAY DEDICATION



VICINITY MAP



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

From: James Springgate
To: Jeffrey Wilbrecht
Subject: RE: Talus Valley RRIF
Date: Thursday, April 3, 2025 9:26:45 AM
Attachments: image001.png

WARNING - This email originated from outside the RTC: Exercise caution when opening attachments or clicking links, especially from unknown senders.

The area included for ROW dedication in the calculations of RRIF Waivers is 78' wide. This is the 91' ROW section minus the 6.5' extra on either side. The section is not finalized with the City and we think there is a good chance they will not want the extra land on either side of the sidewalk to be included in the ROW, so a 78' wide ROW was used for the calculations.

James Springgate, PE, WRS | Engineer

Wood Rodgers, Inc. | www.woodrogers.com |
775.823.9447 Direct
jspringgate@WoodRodgers.com

From: Jeffrey Wilbrecht <jwilbrecht@rtcwashoe.com>
Sent: Thursday, April 3, 2025 9:14 AM
To: James Springgate <jspringgate@WoodRodgers.com>
Subject: RE: Talus Valley RRIF

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thanks, can you confirm the 91' ROW is included in the area calculation for the ROW extension, past Rio Wrangler?

From: James Springgate <jspringgate@WoodRodgers.com>
Sent: Thursday, April 3, 2025 8:46 AM
To: Jeffrey Wilbrecht <jwilbrecht@rtcwashoe.com>
Subject: FW: Talus Valley RRIF

WARNING - This email originated from outside the RTC: Exercise caution when opening attachments or clicking links, especially from unknown senders.

James Springgate, PE, WRS | Engineer

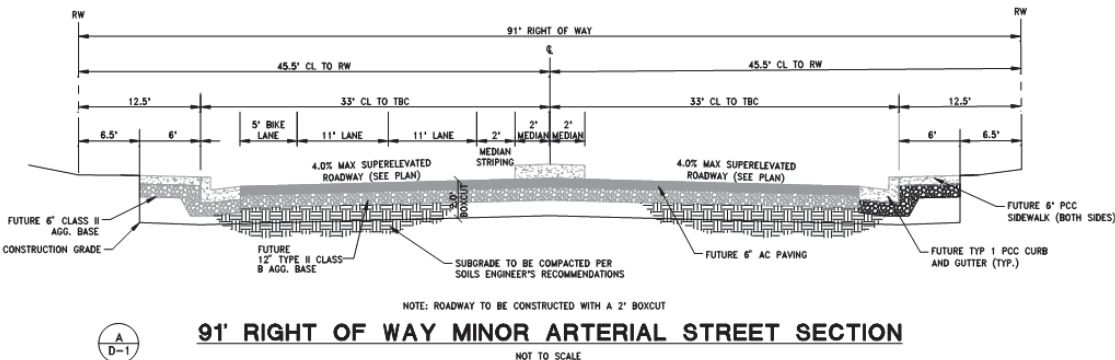
Wood Rodgers, Inc. | www.woodrogers.com |
775.823.9447 Direct
jspringgate@WoodRodgers.com

From: Shawnee Dunagan <sdunagan@WoodRodgers.com>
Sent: Thursday, April 3, 2025 8:40 AM
To: James Springgate <jspringgate@WoodRodgers.com>; Steve Strickland <SStrickland@WoodRodgers.com>
Subject: RE: Talus Valley RRIF

I have attached a cross section below that we have been using for the grading. Also here is a good plan set if you need additional information:
J:\Jobs\2416_SunnyHills\5_Mdws_Pkwy_Ext\PlanSetPDFs\Mass Grading PH 1\CURRENT

There has been discussion regarding having sidewalk on one side only.

It is classified as a minor arterial.



Shawnee Dunagan, PE | Project Engineer

Wood Rodgers, Inc. | www.woodrogers.com |
775.393.2699 Direct
sdunagan@WoodRodgers.com

EXHIBIT “D”

Letter of Approval



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 31, 2025

Mr. Tim Scheideman, tim.scheideman@lennar.com
Lennar Reno, LLC
9425 Double Diamond Parkway
Reno, Nevada 89521

Subject: Letter of Approval for Regional Road Impact Fee Waivers
Development of Record: Talus Valley East and Bella Vista Ranch Phase II

Dear Mr. Scheideman,

The Regional Road Impact Fee (RRIF) Administrators for the RTC and the City of Reno have reviewed and approved the revised application, dated March 21, 2025, to receive RRIF waivers in an amount not to exceed the anticipated total RRIF due for the project. The proposed improvements eligible to receive RRIF waivers include the following:

- Extension of South Meadows Parkway from Mojave Sky Drive to Rio Wrangler, except for the two lanes necessary for site access
- Turn lanes on South meadows Parkway and Rio Wrangler Parkway associated with the widened road
- Extension of the culvert improvements under the eligible road lanes
- Dedication of right of way and associated grading activities for the extension of South Meadows Parkway

The proposed development is expected to incur \$2,238,537 of impact fees as a result of the planned 458 single-family residential units following the 7th Edition, Year 2 Indexing of the RRIF General Administrative Manual and Capital Investment Plan. The amount of RRIF waiver to impact fees generated as a result of eligible improvements described above within City of Reno is estimated to be \$1,296,695. A RRIF Offset Agreement for this work is being prepared and will be forwarded to the RTC Board and the Reno City Council with a recommendation for approval. Upon approval and execution of the Offset Agreement by these bodies, the agreement will be forwarded to the Developer of Record for signature.

Please feel free to contact 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:

34A1800C54C142F

Dale Keller, P.E.
RTC RRIF Administrator

**CITY OF RENO
RRIF ADMINISTRATOR**

Signed by:

03A53ADC51CD415...

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

DK/JW

Cc: James Springgate P.E., Wood Rodgers

File: RRIF Offset Agreement # 533002

EXHIBIT “E”

**Developer of Record QA/QC Program 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

EXHIBIT E

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

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

2. **ENGINEER OF RECORD (EOR)**

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

EXHIBIT E

4. Placing of reinforcing steel, forms and falsework for concrete structures.
 5. Placing the concrete for curbs, gutters, sidewalks, alleys, valley gutters, headwalls, or structures.
 6. Placing of any type of base course or courses.
 7. Tacking bituminous or concrete surfaces.
 8. Placing asphalt concrete or Portland cement concrete pavement.
 9. Sealing asphalt concrete or Portland cement concrete pavement.
- d) Shall submit for review prior to initiation of the preconstruction conference, the qualifications of the testing firm and the field inspection and testing technician personnel for the project. Said qualifications shall meet the minimum specified in this chapter.
- e) Shall make 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

EXHIBIT E

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 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

EXHIBIT E

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.
- 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.

EXHIBIT E

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

SECTION 3 - INSPECTION REQUIREMENTS

1. GENERAL

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

2. GRADING, EXCAVATION, AND FILLS

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

3. STREET

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

4. UNDERGROUND UTILITIES

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

EXHIBIT E

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

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

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

6. REINFORCING STEEL, FORMS AND FALSEWORK

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

7. PORTLAND CEMENT CONCRETE

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

8. ASPHALT CONCRETE

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

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

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

Sufficient inspection to evaluate compliance with the SSPWC.

10. SEWER AND PRESSURE LINES

In addition to inspection required in Paragraph 4b above:

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

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

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

SECTION 4 - TESTING REQUIREMENTS

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

SECTION 5 - PERSONNEL QUALIFICATIONS

1. ENGINEER OF RECORD (EOR)

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

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

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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.

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:

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

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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.

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

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.

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

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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

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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

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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

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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.

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

	Light Traffic ² Surface & Base		Medium Traffic ² Surface & Base		Heavy Traffic ² 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.

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

	Voids Filled in Mineral Aggregate (percent), Min.		
Nominal Maximum Particle Size (inches) ^{1, 2}	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.

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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 1.14B 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 1.14B 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.

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

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

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

6. Add the following subsection:

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

7. Add the following subsection:

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

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

III MITIGATION

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

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

320.07 MITIGATION OF UNACCEPTABLE ASPHALT CONCRETE PAVEMENT. The objective of mitigation is to assure the final pavement will meet the design service life of the roadway. Those portions of the constructed work which do not comply with contract specifications, as determined in accordance with Subsection 320.06 - "Acceptance" of the Standard Specifications and as modified in STS 1.14BII 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 1.14BIII 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

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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).

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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

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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 ≥2 & ≤ 7 >7 & ≤ 10 > 10			X (A)				X	X(A)	X
				X	X	X		X		X	
				X	X(A)	X(B)		X			X(A, B)
	< 96 & ≥ 93	≥ 4 & ≤ 7 >7 & ≤ 10 > 10		X						X	
				X(A)				X			X(A)
	< 93							X			
NON-WEARING	≥ 96	<2 ≥2 & ≤ 7 >7 & ≤ 10 > 10							X	X	X
			X							X	
			X							X	X
	<96 & ≥ 93	≥4 & ≤ 7 >7 & 10 > 10	X								X
				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%	50%
WEARING	≥ 96	<3					X		X	X
		≥3 & ≤8						X		
	< 96 & ≥ 93	>8 & ≤11		X	X	X			X	
		> 11	X				X			
NON-WEARING	≥ 96	≥4 & ≤8	X				X		X	
		>8 & ≤11	X(A)			X(B)	X		X(A)	X(B)
	< 96 & ≥ 93	> 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.

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- 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.

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- 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 F_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 F_i
< 3	0%
≥ 3 & ≤ 8	+5%
> 8 & ≤ 11	0%
> 11 & ≤ 14	-5%
> 14	-50%

Notes:

1. Traffic classifications

Light Traffic conditions resulting in a Design ESAL < 10⁴

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

SPECIAL TECHNICAL SPECIFICATIONS

- Heavy Traffic conditions resulting in a Design ESAL $> 10^6$
2. Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 – “Inspection and Test” (Subsection 336.03.04 – “Asphalt Concrete”).

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

1.14C PERMANENT PATCHING

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

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

1.16 SLURRY SEAL

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

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

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

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

1.18 PAVEMENT MARKINGS

1.18A PAINTED PAVEMENT MARKINGS

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

1.18A TRAFFIC PAINT

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

1. Add the following:

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

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

1.18B PAVEMENT MARKING FILM

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

1.18C RAISED MARKERS

1. Hydrant markers.

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

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

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

1.22 TRAFFIC SIGNS

1.22A MATERIALS

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

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

1.23 TRAFFIC SIGNALS

1.23A LOOP DETECTORS

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

* The Contractor shall call * at * for traffic signal loop lay-out.

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

1.23B TEMPORARY TRAFFIC SIGNAL MODIFICATIONS DURING CONSTRUCTION

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

1.24 UTILITY ADJUSTMENT

1.24A VERIFICATION OF DEPTH

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

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

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

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

1.24B UTILITY MANHOLE AND VAULT ADJUSTMENT

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

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

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

1.24C MANHOLE PROTECTION PLAN

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

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

1.25 SURVEY MONUMENTS

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

1.26 CERTIFICATES OF COMPLIANCE

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

Materials Requiring Certificate of Compliance

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

EXHIBIT “F”

**Standard Specifications for Public Works Construction Section 100.17
“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”

RRIF Rate Schedule as of the Date of the RRIF Offset Agreement

REGIONAL ROAD IMPACT FEE SCHEDULE

Land Use		North Service Area		South Service Area	
Residential	Unit	VMT	Dollars (\$279.20/VMT)	VMT	Dollars (\$272.33/VMT)
Single-Family	Dwelling	20.36	\$5,684.51	19.11	\$5,204.23
Multi-Family	Dwelling	12.97	\$3,621.22	12.18	\$3,316.98
Industrial					
General Light Industrial	1,000 GFA	6.48	\$1,809.22	6.08	\$1,655.77
Manufacturing	1,000 GFA	5.14	\$1,435.09	4.82	\$1,312.63
Warehouse	1,000 GFA	2.27	\$633.78	2.13	\$580.06
Mini-Warehouse	1,000 GFA	1.97	\$550.02	1.85	\$503.81
Commercial/Retail					
Commercial/Retail	1,000 GFA	29.43	\$8,216.86	27.63	\$7,524.48
Eating/Drinking Places	1,000 GFA	29.43	\$8,216.86	27.63	\$7,524.48
Casino/Gaming	1,000 GFA	60.17	\$16,799.46	56.48	\$15,381.20
Office and Other Services					
Schools	1,000 GFA	16.83	\$4,698.94	15.80	\$4,302.81
Day Care	1,000 GFA	16.83	\$4,698.94	15.80	\$4,302.81
Lodging	Room	4.38	\$1,222.90	4.11	\$1,119.28
Hospital	1,000 GFA	14.01	\$3,911.59	13.15	\$3,581.14
Nursing Home	1,000 GFA	8.68	\$2,423.46	8.14	\$2,216.77
Medical Office	1,000 GFA	45.47	\$12,695.22	42.68	\$11,623.04
Office and Other Services	1,000 GFA	12.73	\$3,554.22	11.95	\$3,254.34
Regional Recreational Facility	Acre	1.02	\$284.78	0.96	\$261.44

Regional Road Impact Fee (RRIF)

**7th Edition
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