



Department of Transportation  
Board of Directors  
Notice of Public Meeting  
1263 South Stewart Street  
Third Floor Conference Room  
Carson City, Nevada  
May 14, 2018 – 9:30 a.m.

## AGENDA

1. Receive Director's Report – *Informational item only.*
2. Public Comment – limited to no more than three (3) minutes. The public may comment on Agenda items prior to action by submitting a request to speak to the Chairman before the Meeting begins. *Informational item only.*
3. Approval of April 9, 2018 Nevada Department of Transportation Board of Directors Meeting Minutes – *For possible action.*
4. Approval of Agreements over \$300,000 (Attached as Exhibit A) – *For possible action.*
5. Contracts, Agreements, and Settlements – Pursuant to NRS 408.131 the Board may delegate authority to the Director which the Director may exercise pursuant to NRS 408.205. These items and matters have been delegated to the Director by the Board by resolutions in April 1990 and July 2011. *Informational item only.*
6. Condemnation Resolution No. 465 – *For possible action.*

Resolution of the Board of Directors of the Department of Transportation authorizing acquisition by condemnation of property for the widening and reconstruction of US-50, from Roy's Road to US-95A, in an unincorporated area of Lyon County, Nevada – 2 owners and 3 parcels

7. Condemnation Resolution No. 467 – *For possible action.*

Resolution of the Board of Directors of the Department of Transportation authorizing acquisition by condemnation of property for the widening and reconstruction of US-50, from Roy's Road to US-95A, in an unincorporated area of Lyon County, Nevada – 5 owners and 7 parcels

8. Approval of Design-Build Procurement for Reno Early Action Project – *For possible action.*

This item is to request the Board of Directors approval to begin the solicitation of a design-build project for improvements to Southbound Interstate 580 (I-580) from Interstate 80 (I-80) to Mill Street Interchange otherwise known as the Reno Early Action Project in Washoe County.

9. Old Business
  - a. Report of Outside Counsel Costs on Open Matters – *Informational item only.*
  - b. Monthly Litigation Report – *Informational item only.*

10. Public Comment – limited to no more than three (3) minutes. The public may comment on Agenda items prior to action by submitting a request to speak to the Chairman before the Meeting begins. *Informational item only.*
11. Adjournment – *For possible action.*

**Notes:**

- Items on the agenda may be taken out of order.
- The Board may combine two or more agenda items for consideration
- The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Requests for auxiliary aids or services to assist individuals with disabilities or limited English proficiency should be made with as much advance notice as possible to the Department of Transportation at (775) 888-7440.
- This meeting is also expected to be available via video-conferencing, but is at least available via teleconferencing, at the Nevada Department of Transportation District One Office located at 123 East Washington, Las Vegas, Nevada in the Conference Room and at the District III Office located at 1951 Idaho Street, Elko, Nevada.
- Copies of non-confidential supporting materials provided to the Board are available upon request.
- Request for such supporting materials should be made to Holli Stocks at (775) 888-7440 or [hstocks@dot.nv.gov](mailto:hstocks@dot.nv.gov). Such supporting material is available at 1263 South Stewart Street, Carson City, Nevada 89712 and if available on-line, at [www.nevadadot.com](http://www.nevadadot.com).

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Nevada Dept. of Transportation  
1263 South Stewart Street  
Carson City, Nevada

Nevada Dept. of Transportation  
123 East Washington  
Las Vegas, Nevada

Nevada Dept. of Transportation  
310 Galletti Way  
Sparks, Nevada

Nevada Dept. of Transportation  
1951 Idaho Street  
Elko, Nevada

Governor's Office  
Capitol Building  
Carson City, Nevada

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Governor Brian Sandoval  
Lt. Governor Mark Hutchison  
Controller Ron Knecht  
Frank Martin  
Virginia Valentine  
Len Savage  
BJ AlMBERG  
Rudy Malfabon  
Bill Hoffman  
Dennis Gallagher

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Sandoval: Good morning, everyone. I will call the Nevada Department of Transportation Board of Directors Meeting to order. Can you hear us loud and clear in Las Vegas?

Speaker: Yes, we can.

Sandoval: And Member Martin, can you hear us clearly on the telephone?

Martin: Yes, sir, we can.

Sandoval: Wonderful. Then we'll proceed with Agenda Item No. 1, which is Presentation of Retirement Plaques to 25+ Year Employees. Director Malfabon.

Malfabon: Thank you, Governor. I'll go through the presentation of retirement plaques and also the presentation of awards, Items No. 1 and 2 on the Agenda, and then we'll do the photo opportunity with those in Carson City. And if there's any present in Vegas, any retirees present, hopefully, they can take a photo to commemorate that down in Las Vegas. So, the retirees with 25 years or more of service, I'm going to read off their names and the years of service. Charles Ellis, he was a Highway Maintenance Supervisor II in Reno, 29 years of service. Victor Marin, Highway Maintenance Worker IV on Reno Maintenance Crew II, 30 years. Ralph McKewen, IT Professional III here in Carson City, 25 years. Brian Mitchell, a Staff II Associate Engineer in Construction, 29 years of service. Carrie Morton, Administrative Assistant III in Architecture, 22 years. Thomas Pearson, Highway Maintenance Manager, Ely District Administration, 31 years. Kent Steele, who was head of our scoping office here in Roadway Design, Supervisor III Associate Engineer, retired recently with 25 years of service. Tom Stevenson, Supervisor

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III Associate Engineer from Las Vegas Crew 915, retired recently with 28 years of service. John Terry, Assistant Director of Engineering, 25 years of service, and Alan Tinney, Administrator II from the Stormwater Division, 27 years of service. So, I'm going to go ahead and move into the awards that the Department was recognized for, and then we'll do our photo opportunity.

Sandoval: Excuse me, Rudy. So, none of those individuals are here?

Malfabon: Yes, they are. So, we'll have them come up. Several of them are here, and I made sure that I kept John Terry's retirement clock so he would show up. [laughter]

Sandoval: I didn't see John. Where is he? Oh, there you are, yeah. [laughter]

Malfabon: We do have...

Sandoval: You didn't have to wear a tie today, though. [laughter]

Malfabon: He's used to—I think he dresses like that every day. [laughter] But Governor, we just definitely want to thank all those people that we mentioned for their decades of service to not only the Department of Transportation, but also to the State of Nevada, and they did some great work while they were here. We wish them well. For those that have really retired, like John, you know, make the best of those years. We really miss those folks and all the hard work that they gave to the Department, but I'm sure that you want to wish them well, too, Governor.

Sandoval: Of course, and for those who aren't here, I hope they're golfing or fishing or traveling or whatever it is that—spending time with family, but, you know, again, it's always remarkable—and particularly, to hear the years of service that people have committed to public service and the people of Nevada, and we really do have a transportation system and an infrastructure that is something to be proud of. I've spent most of the weekend in Las Vegas and drove the Spaghetti Bowl, and to see how far we've come and what's happening there and how that's going to improve the quality of life there in Las Vegas, but even, you know, traveling that road or even some of the most remote roads in the state, it's truly a special place. And for individuals to spend 25 plus years with an organization and have—hopefully, like, for you, John, because you worked on so many different things, the satisfaction of knowing that you really made a big difference, and everybody who Rudy mentioned made a big difference for the people of the state. That truly is a legacy that not too many people get to have. So, on behalf of the people of the state of Nevada, I truly want to thank you and everyone else that has retired.

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It's a job well done, and for those that—as Rudy said, that truly retired, I hope they really take that time to fulfill all the dreams that you've had. You know, everybody thinks about what they want to do when they're done once and for all and to make sure that you go out and do that while you're healthy and happy. And for those who go on to a second career, to use the experience that they've learned here with the State to continue to do great things. So, thank you very much for your service.

Malfabon: Thank you, Governor, and we'll have them come up shortly after we do the next item, Presentation of Awards, and we'll do one photo op group. The first award that we'd like to highlight is the Bike the West Award of Appreciation, and we receive this from Curtis Fong, the owner of Bike the West. He'd like to recognize NDOT for continuing efforts to promote safety and education for cyclists at both the Tour de Tahoe event and the America's Most Beautiful Bike Ride event at Lake Tahoe. This is the 27th continuous year of NDOT providing support and assistance to Bike the West. To facilitate the success of these events, NDOT staff attend the event coordination meetings. We talk about bicycle and motorist safety issues. We assist Bike the West with identifying road construction locations, coordinating those kind of activities so that it's safe for the bicyclists during those special events, and looking at any potential issues and addressing those ahead of time. We also work through the staff in District 2 with issuing encroachment permits for use of our roads up there for the bicyclist events. Traffic control plans are reviewed for the Most Beautiful Bike Ride and the Tour de Tahoe events. So, I wanted to thank all of our staff and just mention a few of them, Bill Storey, Jamie Borino, Albert Jacquez, Cathy Balcon, Janie Fromm, and if we could, we'll have them come up shortly. I'm going to go into—and I think Mr. Fong is also here. So, we'll invite him up shortly for the photo opportunity with the Board Members. The second award to highlight, we received from the Nevada chapter of the Institute of Transportation Engineers, ITE, which recognized the Las Vegas Boulevard upgrade from Kerry Carey to Nellis as its 2017 Transportation Project of the Year. This was a \$17.3 million, 4.6-mile-long project. Fifteen months it took, and we installed new concrete bus lanes, improved median islands with drought-tolerant landscaping, metal sculptures, and midblock crossings with overhead flashing beacons to improve pedestrian safety. We also had what we call a Danish offset. That's a median island that acts as a refuge for pedestrians that are crossing. Some of those streets in Las Vegas are very wide, six lanes with a turn lane. So, it's important to have these Danish offsets in the median to have refuge and improve pedestrian safety. We also had new curbs, gutters, and

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sidewalks on this project. We milled the old pavement off, overlaid the existing asphalt roadway, and had 43,400 tons of asphalt placed on this project. And I believe that Lindsay Saner from ITE, Nevada Chapter President, is here as well. So, if I may, Board Members, we'll do the photo opportunity. Hi, Thor. And let's start with the retirees.

[photo opportunity]

Malfabon: Governor, I can go right into the Director's Report now.

Sandoval: Yes, please proceed with Agenda Item No. 3.

Malfabon: Okay. It's hard to believe that just a few weeks ago, we were shoveling snow, and now we're in the 70s with our temperatures. I know that this Thursday, we're going to dip down about 30 degrees, but our crews did an admirable job this winter, the winter that wouldn't go away in March, another one of those miracle March months where we had a lot of precipitation and a lot of snow in the higher elevations and even down here in the valleys. But our crews did a great job making sure the culverts were clean and clear so that the storm water could get through them, not damage the roadways with erosion, and dealt with a lot of the coordination efforts, and I just want to give our appreciation to all the districts that had to go through this winter and make sure that the public was safe and connected through our snow plowing and ice control operations and just some of the rain and the winds as well. So, they did an admirable job, and great job to see Thor in the audience and to all the other districts, too. I just want to give them a round of applause for their efforts. [applause]

So, we had a little event with a gas leak up at South Shore in Lake Tahoe, and you can see kind of the aftermath there where a manhole had some damage to it. We were checking our pipe culverts in that area, too, to make sure that they weren't damaged and they're functioning properly, but we assisted with the road closure. Utility companies had to go in there, the power company and the gas company, to conduct their repairs afterwards. Also, we had some high-wind events recently on March 22nd, and our crews from District 2 performed very well. I had to drive through there for the meeting in Hawthorne for I-11, and I can testify that they did a great job managing the traffic between Shurz and Hawthorne. A lot of motorists were inconvenienced, but it was very serious high winds there, and a lot of trucks had tipped over on the highway, and they also let me through to get to my meeting, so I appreciated that, too.

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Federal update, so as part of the \$1.3 trillion spending bill that Congress agreed to for this fiscal year, they approved the Omnibus Appropriations Bill. We were very pleased to receive our FAST Act level of transportation funding. That goes to Federal Highway Administration, Federal Transit Administration, Federal Motor Carrier Safety Administration, and the National Highway Traffic Safety Administration, and it's—so, they're fully funded through the rest of the fiscal year, and also, there was an additional \$10 billion for infrastructure, half of that money going to the USDOT for their infrastructure programs through September 30th of 2021. So, there was a substantial increase. A lot of that will be through the formula that they distribute their regular revenue for transportation, but about \$2.5 billion of that is going to highways, \$864 million to transit, and they also tripled the TIGER Grant program with that additional funding. So, usually, it was a half-a-billion dollars. Now it's \$1.5 billion through additional funding from that infrastructure funding. There's also a six-month extension of the Federal Aviation Administration programs while they do the full authorization of that FAA programs.

Recently, the Carson City Sheriff's Department conducted an operation at three intersections to educate drivers on pedestrian safety. Sixty-five citations were issued, unfortunately, but you can see that gentleman, Mr. Quilici, that was dressed in orange, there really was no reason for a driver to not see that pedestrian crossing at the crosswalk right outside of our headquarters building here in Carson City. Also, the federal restrictions, we had talked about some patent issues with the rapid rectangular flashing beacons, similar to what you see in downtown Carson City for pedestrians to push the button, and it activates the flasher that really grabs the attention of the drivers to let them know a pedestrian is crossing the street. But there were some patent issues and concerns from the Federal Highway Administration on that issue, but the restriction was recently lifted. So, there's no cause for alarm as far as the use of these devices, because we find them to be very effective for pedestrian safety. And just to mention that where we actually did the—with Carson City Sheriff's Department doing the joining forces effort right outside our building here, we'll put in one of those flashing beacons at that crosswalk there in front of our headquarters building. So, it'll be used by not only NDOT folks, but also the Department of Motor Vehicles staff and Department of Public Safety staff that cross the street. In the future, they'll be able to cross a lot more safely with that infrastructure in the future.

We're calling attention to April 9th through 13th this week, the National Work Zone Awareness Week. We're even asking our employees that work in our

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building here to wear orange on April 11th. So, this is a national event that calls attention to work zone safety, and tragically, we've lost workers before in work zones, and we never want to see this situation happen. So, we ask that drivers just be aware when they're entering work zones and drive safely whether in a work zone or outside of a work zone, just to pay attention, not drive distracted or impaired.

Carson City held an event recently to commemorate their win of a TIGER Grant. USDOT Secretary Chao was in town along with Senator Heller. We attended the event. It was to commemorate the \$7.5 million that's going towards that project. And as I mentioned, NDOT, in the deal to transfer that portion of Carson Street, the old highway, to Carson City, we gave them our pavement preservation money so that it wouldn't be a wasted effort on our part to repave the road and then have them tear it up subsequently for their Complete Street Project. So, we want to wish Carson City the best with using that funding to extend their Complete Street Project further south from where they completed—they're going to go from Fifth Street, I think, to Colorado initially, to Fairview at least, and then eventually go all the way down to the junction with the freeway at US 50 and US 395 and 580. So, congratulations on the great win for Carson City.

We held a series of public information meetings across the state starting in Las Vegas. Our folks went on a—kind of a tour of rural Nevada going up from Vegas to Tonopah, to Hawthorne. As I mentioned, I was able to attend the meeting in Hawthorne. Unfortunately, on that day, we had some bad weather and the high winds, but we did have a meeting subsequently in Fallon that some of the folks that missed the Hawthorne meeting were able to attend as well as meetings in Reno and Carson City, and there's a lot of opportunity for public comment still through April 13th, but our team did a great job of explaining what we're trying to accomplish with planning and environmental linkages. It's a planning level study of some of the factors that we can consider for determining the alignment alternatives and try to whittle down the amount of alternatives so that eventually when we go into the environmental phase, there's a lot less effort involved, because we have a limited number of alternatives to look at for I-11. But as you can see on that map, there were several alternatives that were presented to the public for their comment, and a lot of folks that were involved—and we also had, on Facebook Live, had a livestream here from Carson City for that meeting that was held in Carson. So, eventually, in June, we'll go back out to those same venues to let the public know what we heard from them and from the stakeholders



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and go over the evaluation criteria and the screening efforts that we have conducted.

Governor, thank you for participating in Nevada Moves Day. It was the Ninth Annual Nevada Moves Day. I know that you always make it a priority to walk with the kids to school here locally, and I see a—it's like a little pet there.

Sandoval: Yeah, that's Charlie Man.

Malfabon: Charlie? [laughter] Cute dog.

Sandoval: He's seven months old.

Malfabon: Oh, he's probably a handful, then. So, he had a lot of energy that day, too. This event is coordinating with the school districts and organized to promote children walking or biking to school, but we always—whenever school is in session, we always ask that drivers pay attention to children walking and biking to school. Be mindful of those reduced speed limits around school zones, and give bicyclists three feet of space when passing, and never overtake a vehicle stopped for pedestrians. So, thank you for taking the lead on that and promoting that event, Governor.

One of the awards that you were recognized for was your leadership in—when NDOT was dealing with the US EPA with our Stormwater Program and Water Quality Program, you really provided the support that we needed at NDOT to have a successful outcome with US EPA and really to preserve water quality for future generations in Nevada. And we just wanted to mention that we did attend the forum for the Nevada Water Innovation Campus held recently in Sparks on April 3rd, and well-deserved award for you, Governor, for your leadership in getting us to where we need to be as a Department with the new staff, the new equipment. I know that that was a huge request for the legislature that session, and we got through that, and I think that we've made some great strides in improving our program in compliance with the Clean Water Act.

Little bit about some northern Nevada projects, the compact roundabout at State Route 88 and Centerville Lane was awarded to Granite Construction for a little over a million dollars. There you see a graphic depiction of what it's going to look like. Also, before you today is the award of the I-80 repaving project from Keystone to the California-Nevada state line. It's a substantial investment to improve the quality of the pavement out there on I-80. We know that we get a lot

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of trucks on that route, and starting last year when we had the storms and a lot of pavement distress was occurring, we were able to do some emergency patching, but this is going to fix it and repave that road for the \$42 million roughly that's going to be up to you to award today to Q&D.

Wanted to mention some of the staff's efforts with the USA Parkway Electric Avenue signal. They've been working out some—to arrange flaggers through our contractor at that intersection for the morning and evening rush hours, a lot of traffic going out to work out there, and they—in the interim, before the signal gets installed and activated, we really need this kind of traffic control during the construction phase of our signal project. We're going to have a traffic detour in place. We reduced the speed limits, and we're looking at temporary signals at various locations there along USA Parkway from the interchange to the intersection with Electric Avenue. So, we think with these measures, that we'll at least alleviate some of the headaches that the motorists are seeing as they do their daily commute to work out there at the Industrial Center.

There's also an Item No. 7 before you today for a corridor study on Interstate 80 to the east of Sparks there to the Industrial Center at TRIC, and one of the things I wanted to mention was that we are—and the scope of work for that study is looking at alternative accesses. Some of the things that I had mentioned to the Board before about an extension of a road in Sparks called La Posada, those are the types of alternatives that we want to look at during the study. So, that'll be before you for award later on the Agenda.

Recently, I met along with Assistant Director for Engineering, Cole Mortensen, met with Airport CEO Ms. Mora, and she had one of her board members there and senior staff. So, we had a good discussion about their concerns with the direct access ramps and wanting to maintain those in the future. So, we also met with their engineering consultant, Stantec, afterwards. I called the staff down to kind of have their technical discussion about what their engineers are showing as a concept. So, we'll continue those discussions with the airport. We understand where they're coming from as far as they would like us to maintain those ramps in the future, and as we go through the environmental process for the Spaghetti Bowl, environmental impact statement, we'll work out these issues and keep working and discussing with the airport.

One of the recent things, though, that's come to light is—we have asked our project team on Spaghetti Bowl to look at what are some things that we could

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look at to improve in the short term. We know that the EIS is going to take a while to get that through and to—we still hope to get a draft EIS by the end of this year, but we felt that it was important to start doing something physically to improve the traffic flow and safety in this vicinity. So, we looked at an independent project for widening I-580 south of the Spaghetti Bowl interchange. So, it's not—it aligns and fits in with the Spaghetti Bowl project, but it's separate. It's an early action item that we feel that we could advance with Board support. There's only one parcel of land that would have to be acquired, and we've been discussing this option with the RTC of Washoe County and the Federal Highway Administration. They're generally supportive of the idea. The FHWA did discuss it with their lawyers that deal with environmental clearances, and they felt that this project has what they call independent utility, so it's a stand-alone project independent of the big fix intended for the Spaghetti Bowl that we're studying under that EIS.

So, some of the benefits of this early action project would be to provide two lanes from—as we know, the traffic coming on at Wells Avenue really gets bottlenecked with the ramps there at Spaghetti Bowl Interchange and when you're headed eastbound on I-80. So, there's a difficulty merging there. The ramp that goes over the railroad tracks and the river to go southbound on 580 has a bottleneck there. It just decreases from two lanes down to one very rapidly. So, this would provide two lanes on that ramp. It would reconstruct some bridges there in that vicinity, but we would be able to widen the southbound lanes on 580 up to Villanova, approximately, in the—and it doesn't affect the airport ramps that I had mentioned previously. It's compatible, as I said, with future Spaghetti Bowl Interchange improvements that we're studying under the EIS. So, it doesn't delay the NEPA work, the environmental clearance work that we're currently conducting on Spaghetti Bowl, and it's an independent project that we'd like to pursue.

So, some of the anticipated actions—I wanted the staff to make a formal technical presentation to the Board next month to get an action item for your approval to consider this separate project. As you recall, the December meeting, we talked about bonding that would be built into our next biannual budget request. So, we're going to have to modify that plan a little bit. We do have the bonding capacity available for this project. Because it's an independent project, we feel that it's just the right thing to pursue so that we can get something built sooner rather than later. As I mentioned, FHWA is supportive of the concept. We'll have to obtain NEPA clearance or environmental clearance for this separate

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project and amend the RTC's regional plan, which eventually rolls up into the statewide plan, the stip. So, we're working with those folks in the planning department at RTC Washoe County, and we'll do all this effort with our financial folks as well to look at how we package this up and get this into our budget request. What we would proceed with more immediately is to amend the scope of work with our current consultant that's working on the Spaghetti Bowl NEPA so they can support the development of an independent design-build project. We believe that design-build is the best way to go for this to get it out soon as possible. We'll issue a request for quals once the Board has the opportunity to receive more technical and in-depth information, ask your questions of our project team. But the request for quals would basically establish a prequalification list of design-build teams that we would eventually issue a request for proposals in a draft format to these short-listed design-build teams for industry review and comment. We're looking at probably getting—after the Board presentation and assuming that the Board approves this concept, next month, we would just quickly issue the request for qualifications shortly thereafter in May and then start the process of drafting the RFP. So, we believe that it's best to look into using our project team as we have currently on Spaghetti Bowl. They're the most informed on this project, and it'll help us to get things done rapidly. So, you would also have to approve that additional scope of work for our consultant on the Spaghetti Bowl project. We would look to have a draft request for proposals kind of late summer timeframe, and then eventually, the final RFP would be issued for this design-build project before the end of the year. Probably November is what we'd be shooting for, and then sometime middle of next year, we'd select the design-build firm that the Board would approve eventually. So, we're looking at probably something in the range of about \$150 million project. As you may recall from the December presentation on the slate of projects that we could bond to build into our next biannual budget request, we had some money set aside for Spaghetti Bowl. It's just using that bond in capacity for this improvement that would really improve safety and traffic flow in this section of 580 right by the Spaghetti Bowl Interchange and really address one of the issues with the Wells Avenue onramp and some of the congestion and weaving that we have there. I know it's a lot to take in, and it's just a very recent development that I wanted to inform the Board about, but it's very exciting that the team was able to come up with this and do a lot of the due diligence with RTC and with the FHWA. Still a lot of work to do, but I wanted to inform the Board so that you're prepared to receive it in a lot more technical and in-depth and have the opportunity to ask questions of the project team next month. So, it's great news.

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We're still planning to do the open-graded paving on I-11, Phase 1, our project in southern Nevada. So, we'll finish that up by the end of this month as weather has improved in Las Vegas. Big project for widening US—I mean, State Route 160 on Blue Diamond Road there. So, it'll complete the four-laning of State Route 160 all the way from Las Vegas to Pahrump. That's in the \$59 to \$71 million range, and that's going to open bids on April 12th. One thing to note is that with all this talk about tariffs or trade concerns with other nations, we're seeing the possibility of steel prices going higher. So, we added in a steel escalation clause on this project, and other projects are going to have a substantial amount of reinforcing steel. Any project that has any reinforced concrete typically is going to have a lot of reinforcing steel. So, we felt that it's best to protect the interest of the taxpayer to have these escalation clauses in our contracts in case the contractor sees a spike in prices, they're covered. They don't have to put kind of a fudge factor in their bid, and maybe it's not realized in the actual construction phase of a project. This protects both parties to have these types of escalation clauses in the event of a price spike.

No settlements anticipated this month at Board of Examiners, but we did get the Board of Examiners approval for the Tomahawk LLC settlement, which I mentioned last month. This was to acquire additional property which we can sell off the remnant parcel after we're done with our Starr Interchange project at I-15. About two acres of land will be surplus afterward. So, it was a good deal for the taxpayers, and it addresses some of the—at least some of the litigation concerns that we were able to avoid by having the settlement approved by the BOE. With that, that concludes Director's Report, and I'm willing to answer any questions from the Board Members.

Sandoval: Thank you, Rudy, and so backing up—and that was a really good report. On the Spaghetti Bowl-slash-airport issue, so this has been ongoing for many months now, and it really concerns me, but I guess what I'm trying to understand is it's—at one point, what if the airport just says, we don't want to do this?

Malfabon: So, if the airport—let's say that the project team says that we can provide a different alternative design-wise that could meet the access demands for the airport and it eliminated the ramps, the airport could say, we don't like this idea. They would have the ability to comment on the environmental document. Subsequently, though, the Federal Highway Administration has to review those comments and see kind of where the airport is coming from, their position, NDOT's position technically, and see if it's sound. I don't want to say right now

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that we're eliminating those ramps. That's what the project team has been looking into, and that's what raised the concerns from the airport. So, the environmental processes, just that, are processes where we receive the comments from stakeholders such as the airport. I don't think that it would delay the environmental schedule for the Reno Spaghetti Bowl. It's just something that will have to be considered, though, as a major comment, and then we'd have to see—go through that process with our Federal Highway Administration partners to see what the—if they feel that maybe we didn't follow every step of the process, but I think that there's more to come on that issue. The airport raised a lot of issues, concerns with security and access, that there was something that happened, an emergency event at the airport. They like the fact that they have additional access points with those direct connect ramps, and that's something that we'll continue to look at. I can't say what the outcome will eventually be, but I think that they definitely made it very clear about their position with us, and there will be more discussions to come.

Sandoval: And I know there's more time, and obviously, we, NDOT, should do everything it can do to work with the airport, but my concern is that, at least to my knowledge, it's the only entity that is objecting, I suppose, to the preliminary design, and I just don't want to see the project slowed down because of that. So, in any event...

Malfabon: Good point, Govenor.

Sandoval: ...as you said, there are—there's a lot more time, but, you know, we'll continue to have those conversations, but I just don't want to—you know, I obviously won't be here, but I don't want to see that project get stopped or slowed down because of that. Member Savage.

Savage: Thank you, Governor. Just a quick question to the Department on that same matter. Have our traffic engineers or our consultant engineers done any studies in regards to eliminating those ramps to the positive nature of timing or distances to the casinos and the other hotels in the area, and what has come of that if there have been any studies?

Malfabon: I'm going to let Cole answer that question.

Mortensen: Governor, Members of the Board, for the record, Cole Mortensen, Assistant Director of Engineering. We have looked at that and travel time from the casinos to the airport with the overall project, and they're much better than the do-nothing option, of course. I think that really what it's going to boil down to as far as this

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project is concerned from an overall standpoint is that we were looking for solutions that would work in a project size that would be deliverable in the near future, and of course, as you start adding elements to that and it starts impacting additional Right of Way properties, that has additional environmental impacts as well. And so, really what it's boiling down to, it's kind of a balance between addressing the project's needs and being able to fund the project and get everybody on the same page and move forward.

Savage: Excuse me, so, you're saying the times are better without the ramps; is that correct?

Mortensen: At this—what I will say is that the times with the project in place are better than the existing condition with the ramps as they are now.

Savage: Okay, thank you.

Mortensen: So, based on our 40—on our 20-40 model, when we put the project in place, we are improving travel times from the downtown area to the airport with the current plan. Now, that's not to say that if we put in direct connect ramps, that wouldn't make that much more quick, but that's something that we haven't gotten to where we're looking at yet.

Savage: But the current plan without the ramps, the times have improved.

Mortensen: Yes.

Savage: Okay, that's all I have, Governor. Thank you. Thank you, Mr. Mortensen.

Mortensen: Thank you.

Sandoval: All right, and just on the independent Spaghetti Bowl project—say that fast three times—but I just personally want to thank you, Rudy, and everyone at the Department for making that a priority, because the big project is going to take some time. So, everything that we can get done in the interim, particularly, for that I-80 East to 580 South, I mean, that—I've had some friends that have died on that, and so I really do believe that it's a safety issue, can make a big difference, and I think Mr. Lake is here. Hopefully, it'll help with some of the commute there from the north valleys, and it will improve things in a big way even without having to get to the big project. So, I know it's a lot for the Department to take on in a short amount of time, but I really do appreciate that, and I know that there are

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a lot of people out there that are going to be the beneficiaries of that, so thank you.

Malfabon: Thank you, Governor, and that's a great point about how it helps the north valleys, because having a through-put southbound, that will really help—that's what we found, is engineering staff have looked at the congestion that backs up all the way to 395 North, is if you have more through-put through that interchange headed southbound, it really helps that situation. Just a point, this is independent of the Spaghetti Bowl, so we're calling it the non Spaghetti Bowl project, because we still have to go through the EIS for the Spaghetti Bowl project.

Sandoval: We'll have to get the marketing department on that. [laughter]

Malfabon: Yeah, they'll brand it. Actually, we did have a discussion with the Federal Highway Administration about branding, and they thought east to south connector, escape, ESC, you know, the escape key. So, I really like that.

Sandoval: All right, that's all I have. Board Members, do any of you have any questions for the Director with regard to his report? Any questions from Southern Nevada?

Almberg: None here, Governor.

Sandoval: Anyone else from Northern Nevada? Then that'll complete the Director's Report. Thank you, Rudy. We'll move on to Agenda Item No. 4, Public Comment. Is there any member of the public present in Carson City that would like to provide comment to the Board? I hear and see none—oh.

Lake: Thank you, Governor, Board Members. For the record, Ray Lake, North Valley's Citizens Advisory Board Chair and Golden Valley Property Owners Association Board Member. I just wanted to say that I'm encouraged by what I see here this morning. Every little bit helps, and it's good to see that you're keeping us in mind. So, thank you very much.

Sandoval: Thank you, Mr. Lake. Is there any public comment from Southern Nevada?

Hutchison: None here, Governor.

Sandoval: Thank you, Mr. Lieutenant Governor. We'll move to Agenda Item No. 5, which is the Approval of March 12th, 2018 Board of Transportation Meeting Minutes. Have the Members had the opportunity to review the minutes, and are there any changes? If there are none, the Chair will accept a motion for approval.



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Knecht: So moved.

Sandoval: The Controller has moved for approval. Is there a second?

Savage: Second.

Sandoval: Second by Member Savage. Any questions or discussion on the motion? I hear none. All in favor say aye. [ayes around] Those opposed say nay. That motion passes unanimously. We'll move to Agenda Item No. 6, Approval of Contracts over \$5,000,000. Good morning, Mr. Nellis.

Nellis: Good morning, Governor, Members of the Board. For the record, Robert Nellis, Assistant Director for Administration. I'd like to begin by welcoming two new managers to the Administrative Services Division, starting with Lynn Hoffmann, who's the new Chief. She's sitting second row to my right here.

Hoffmann: Good morning.

Nellis: Lynn possesses a Master's and Bachelor's Degrees from the University of California, Berkeley. She comes to us with over 16 years of experience working for the State of California, Solano County, and San Joaquin County's Department of Public Works. She brings with her knowledge and experience in contract procurement and management and legislative analysis and implementation as well as flood management and Stormwater Program oversight. And sitting next to her is Rachel Bennett, who has an education background in forensic accounting, over six years of experience with the State of Nevada, including the Legislative Council Bureau. She was recently with the Department of Administration's Division of Enterprise Information Technology Services, where she facilitated complex contracts and master service agreements. She's a Nevada certified contract manager who will be overseeing the contract services and agreement services sections. So, welcome to the both of you. Now, Governor, beginning with the first project that we have under contracts for approval, the first one is located on US 395 at Interstate 80 to McCarran Boulevard in Washoe County. This is for slab replacement, mid slab crack repair, and to realign the Clear Acre southbound onramp. There were three bids, and the Director recommends award to Road and Highway Builders in the amount of \$7,898,898.

The second is a resurfacing project located on Interstate 80 from the California-Nevada state line to .023 miles west of Keystone Interchange and Washoe County. There were three bids, and the Director recommends award to Q&D

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Construction in the amount of \$42,000—I'm sorry, \$42,600,000. Tried to get us a discount.

And Governor, just as the Board may note, the low bidders' proposals were significantly higher than the engineers' estimates on both of these. We believe there may be several things that account for this, some including requiring night work with no lane closures during the daytime hours, also could be the fact that the contractors are required to have multiple concurrent work zones and crews, which results in premium rates for night and weekend operations. There's also a high dollar amount associated with traffic control and mobilization on both of these projects, and we believe that bidders took these into account as higher risks in their bids. Just to double check, we went back and looked at the 2017 engineers' estimates for the calendar year, and sometimes bids do come in above the Engineer's estimates, but sometimes below. And overall, it averages out over the year. We are seeing an upward trend in the economy doing well, which also means there's more work out there for contractors, so they can pick and choose more now, but if the trend continues, we are prepared to make adjustments in the bidding or the engineers' estimates. With that, Governor, that concludes this Agenda item. Does the Board have any questions for us on these projects?

Sandoval: Thank you very much, and I appreciate that you anticipated the first question with regard to the overage. That's good to know, and you look at the other bidders, and they're even more significantly, if there's such a thing, over with regard to their bids. I do have a question, because I see an opportunity between state line and Keystone Avenue with regard to aesthetics. So, is there a component of this bid that includes landscaping?

Frost: Good morning, Governor, Members of the Board. There is not a true landscape and aesthetic component with this project as it's just a resurfacing; however, there was quite a few trees that we have to take out, and as part of a mitigation strategy for that, we've recommended to our front office to program a landscape and aesthetic project, and I think we're going to look mostly at improving the L&A at the Robb Drive Interchange.

Sandoval: No, and I don't know what else or more we can do. I mean, that's the gateway to Reno, and I know some of that—the landscaping is dated, and at the time it was installed, that was probably, you know, what was standard. And I see what we're doing all over the state, frankly, in southern Nevada and what we've done at Demonte Ranch, what we did by the summit, what's going on, actually, near the

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airport, near Plumb Lane, and it's beautiful. I mean, it really is high-quality thing going on, and, you know, again, I drive around, and I know, Rudy, I've talked about it before, and I know how hard the crews work on it, but those trees and shrubs are trash collectors, and those plastic bags are blowing in the trees. And so, if there's a way to add or include more of a landscaping component, because it is, as I said, the gateway into northern Nevada and Reno there on I-80, I'd love to see it, because you don't—I really enjoy those art components that have been—artistic components that have been installed. And to have something like that as you come over that hill out of Verdi and into town would be really nice. So, I mean, that's good that we're doing something at Robb, but there at—you know, on the other places where people see along the corridor, that would be great, and then, hopefully, we can extend that as you go through the city limits. But as I said, I know everything costs money, but there may be an opportunity to get some things done there.

Malfabon: We'll have our landscape and aesthetic staff look into that to develop some concepts. Most likely, since, you know, this is before you today for award for the resurfacing of the interstate, we'll proceed with that pending your approval, but I think that it's worth looking into to see what the staff could recommend as that type of project and improvement along that corridor.

Sandoval: Thank you. That's all the questions I have on this Agenda item. Board Members, any other questions or comments? Member Savage?

Savage: Thank you, Governor, couple questions on each contract. We'll start with Contract 3710. I, too, was surprised with the cost overruns versus the estimated engineers' estimate, but I'm glad you're looking into that, Robert. One saving grace, I believe, on contract 3710 is both bids, the first and the second, were within \$92,000 of the \$8 million contract. So, that in itself is reassuring that contractors were looking at the same quantities, and therefore, we'd expect minimal change orders, I think, on that project. I did see on the liquidated damages that it's stipulated that \$7,300 per every 15 minutes can be issued to the contractor if they don't conform with the traffic control requirements, because that's a nighttime project, and I think that's critical, plus the \$10,800 liquidated damage clause after 10/24/18. This is a vital project to the North Valley commuters. We realize that, and I would hope—and I don't know if anybody's in here from RHB, but we really—they're A-Team on this project. This is an urban project. It's a significant project here for this time period, and I would hope that they would have their A-Team on this project. We know that they just finished

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the Carson Freeway project, and that was a successful project, and we hope that they can do the same on this urban project here in the North Valleys from the Spaghetti Bowl to McCarran. Comment, then, as well as Contract 3711, and that's the I-80 asphalt. On page 20 of 26 where you have the breakdowns, up at the top, you said the range of the engineers' estimate was \$34 million to \$41 million, and I was just interested as to what is actually budgeted, because on page 16, it said \$34 million, but up in the upper righthand corner, it says \$41 million. So, it may not be that far off if it's at the \$41 million range, and I was confused as to what was actually budgeted. Was it the 34 or the 41?

Mortensen: Governor, if I may, Cole Mortensen, Assistant Director for Engineering for the record. I'll have to get back to you on that as far as what the actual budgeted amount for that project is. I don't have that at my fingertips.

Frost: Sorry, Paul Frost, Chief Design Engineer. I can answer that. It is the \$34 million to compare apples and apples. There's more budgeted for construction engineering and some incidentals, but the true—the construction to compare, the construction cost, was \$34 million, and it came in at...

Savage: Okay, thank you, Mr. Frost. So, the numbers on page 20 of 26 where it says the range of \$34 to \$41 million, that's a little misleading from my perspective.

Frost: I think that's just the range that we advertise in, because we don't give a specific amount. So, all contracts have that range.

Savage: Well, why would you advertise over the budgeted amount?

Frost: We take our budgeted amount, or our engineers' estimate, and then there's a plus or minus range on there, and it's a preset range, and it just—if it falls in that range, that's the range we pick.

Malfabon: Just to clarify, so these ranges are pretty established. So, they don't—the designer doesn't really change the ranges. These are—you see the—on that sheet, 20 of 26, you'll see an R-36 in the range. So, that just tells us that that's the preestablished range, \$34 million to \$41 million that's set by contract services. So, the next range would be, you know, above \$41 million to whatever, but those ranges are preestablished. They're not really determined by the engineers, and the engineers' estimate was about \$34.7 million. So, it was at the lower end of the range, but it was within that bracket.

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- Savage: I would just ask that we be very careful on that in the future, because I think it could be misleading to the point where they may think the budget is actually \$41 million, like I did.
- Frost: There's two sides.
- Savage: And as long as it's transparent and that it's advertised correctly up front, I believe it can benefit the Department and the contractor.
- Frost: So, interestingly enough, there's a group going to meet on this, and this is a recommendation that might come out of that, is to not publish a range, but just put the exact dollar amount. For other reasons, we used to put the exact dollar amount of our estimate, and it was felt that we were maybe not getting the best deal because contractors saw our exact dollar amount. I don't necessarily agree with that, but that was the logic at the time.
- Savage: You know, in my life as a private contractor, it is what it is. I mean, you don't bid per the estimate. You bid through what it takes.
- Frost: Great.
- Savage: And that's what contractors should be doing. So, it's something—I'm glad you're discussing it, Mr. Frost, but lastly, on the importance, again, of this project, I would hope that Q&D would have their A-Team out there as well, because I realize it's a nighttime project, but it's all about the tourism. We do not want a negative impact on any of the tourism that we have here in northern Nevada, and that's all I have Mr. Frost. Thank you, Governor.
- Martin: I have one statement, Governor.
- Sandoval: Oh, yeah, why don't we go—Frank, go ahead.
- Martin: In my world, Len, the ranges are used in virtually every government institution that we bid with. The reason behind the range, in my world anyway, is that in the State of Nevada, contractors are given a financial limitation on their license of what they can bid for a Clark County School District project or a Clark County public works or state public works or any state project within the [phonetic] and bounds of the State of Nevada. And those ranges are given partly as a reason that if this project was budgeted at \$34 million and 34 to 42 and somebody had a license that was limited at the \$37 million, they would probably not submit a bid on it knowing full well they could—there is an opportunity to go through with the

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entire exercise and not be qualified to submit the bid when it comes down to bid day and they start compiling their bid. So, every agency that I know of, including NAFAC, [phonetic] put a range of some kind on there for that very reason, because it's hard—for myself as a prime, I got to make sure that I've got bonding capacity to take care of that job, not only the state licensing requirement, but bonding capacity. And if it's truly a \$34 to a \$42 million range, I got to make sure I've got \$42 million worth of bonding capacity, and I think that's why the ranges came into being initially.

Savage: Thank you, Member Martin. I do understand the ranges concept. I just don't understand if we have a budget, how the range can be \$6 million above the budget. So, that can be discussed later. I do understand the contractor's license limits as well. Thank you, Member Martin.

Sandoval: Mr. Controller.

Knecht: Thank you, Governor, and thank you, Member Martin, for that insight. I want to go back, Mr. Nellis, Mr. Mortensen, and whomever, to Contract 3710. 3711 was over by \$8 million more or less, 23% of the engineers' estimate, but \$8 million is a lot of money. 3710 is only over by 2.8, but it's 55% of the engineers' estimate. And Mr. Nellis, I understand the points you made and kind of anticipated some of that, but at 55%, I start looking at the numbers a little more closely, and I would hope you all would, too. When I look at page 11 of 26, the bid tabulation, there are six items there that jump out as explaining pretty much all of this \$2.8 million, this 55%, plant mix surfacing, roadway excavation, crack sealing, bridge deck prep and concrete placement, polymer concrete aggregate, and polymer concrete resin. All of those sort of commodity-like things, we're not dealing with—what would you call it—rocket surgery here. I just—what I'm wondering about, Mr. Nellis, or Mr. Mortensen, or anyone else, how is it that we get that big a swing from those kinds of items, and, you know, those last three may be smaller in total, but they're much larger than the amount in engineers' estimate as a percentage. If you could help me today or later on with some more detailed explanation of what it is leads to that kind of a swing in an area—in areas like these, I'd appreciate it.

Frost: Hi again, Paul Frost. Yeah, I'd like to know the answer to that, too. We spent a lot of time looking at our cost estimates. I'd be happy to offer something. It's a longer probably discussion than here today. We've talked with the Construction Working Group before about some of the tools that we have available to us, and short answer is we use a historical bid range. On both of these contracts, we tried

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to account for the more restrictive work zones and damages that could be assessed, and we look at our historic bid items, and we chose the higher end of those range. Again, we don't feel we fully captured the risk on that, seeing how it came through, but our historic range varies greatly. You can look at even probably on these contracts and see one contractor bid an order or magnitude higher than another bid on a specific bid item. So, we do get some wide ranges, but all I can tell you is we give it a pretty good effort. We look at it. I think we've really reached the point of diminishing returns. I think with the way we estimate things in a line item versus the way a contractor probably does it with a work-based schedule and a production-based schedule, we're always going to have a little bit difference there in where they put their dollar amounts in mobilization and traffic control, for example, is pretty difficult to get any better at our numbers. We're not happy about 55%.

Knecht: I appreciate that, and I appreciate the answer. One of the things that occurs to me as you answer is that people tend to think of aggregate and other things like that as pretty boring and predictable stuff. At another level, I guess we're all familiar with the swings and commodity prices in markets, internationally and otherwise, for high-value commodities for rare metals and that sort of thing, but what you seem to be saying to me, and it's an interesting thought, is that you get similar market-driven type swings, not so much cost-driven as market-driven swings in these low-level commodities. Anything more that you've got at any time, I'd be interested in the insight just to help us understand what's going on here. Thank you.

Frost: We can fill up as much of your day as you would like.

Sandoval: Member Savage has a follow-up.

Savage: Thank you, Governor, apologize, but it did say State-funded on both projects, too, and I believe they're both federal interstate highways, and I was wondering why we're not getting reimbursed by the federal government or might that be an error?

Malfabon: Typically, if we've used up all of our federal capacity, then we just do a lot of the preservation projects with the State funds. So, most likely, we used up everything that was available, and as we've reported before, the opportunities for August redistribution where other states don't spend their federal allocations, we're able to tap into that additional funding. But that's typically what this story is, is that we've used up all of our authority that's available, and we still have the need to do the projects, so we use State funds, but we can confirm that.

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- Savage: That would be appreciated. Thank you. Thank you, Governor.
- Sandoval: Are there any questions from Southern Nevada on this Agenda item?
- Almberg: I got one quick question, Governor.
- Sandoval: All right, Member Almberg.
- Almberg: On page 13 of 26 under the price sensitivity, one of the things that's been mentioned a couple times in this conversation is mobilization, and when you go back under the quantity check comments, under mobilization, it says fixed percentage. Are they bidding this mobilization as a percentage of their contract—of their bid price? What does that mean?
- Malfabon: I'll respond to that, Member Almberg. So, mobilization, it's up to the contractor to establish what their bid price is for mobilization, but it is paid out proportionately through the life of the construction project. If they put too much money into mobilization, it just takes them longer to earn that eventually, but they do get that amount paid to them. It's just based on percentage of the work completed and gets proportionately distributed throughout the project. So, it's not—they don't get paid mobilization right up front quickly. It's just periodically through the life of the project. They get paid a proportion, and also, our specifications address that so that we don't pay too much in advance or frontload. If a contractor frontloads their bid, they don't get that windfall of getting mobilization paid too rapidly early on in the project. It's distributed throughout the life of the project.
- Almberg: Thank you, Rudy. That answers the question. I just—I wasn't sure if it was meaning as paid as you explained it or if it was actually just a percentage of their bid. So, thank you very much. That's all for me, Governor.
- Sandoval: Thank you very much. Are there any further questions with regard to Agenda Item No. 6? Mr. Nellis, any further presentation?
- Nellis: No, sir. That concludes this Agenda item.
- Sandoval: If there are no further questions or comments, the Chair will accept a motion for approval of the contracts presented in Agenda Item No. 6.
- Hutchison: Move for approval.
- Sandoval: Lieutenant Governor has moved for approval. Is there a second?



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Almberg: Second.

Martin: Second.

Sandoval: I'll give it to Mr. Martin. Second by Member Martin. Any questions or discussion on the motion? I hear none. All in favor please say aye. [ayes around] Those opposed say no. That motion passes unanimously. Let's move to Agenda Item No. 7, which is Approval of Agreements over \$300,000. Mr. Nellis.

Nellis: Thank you, Governor. Again, for the record, Robert Nellis, Assistant Director for Administration. There were four agreements under Agenda Item No. 7 that can be found on page three of 35 for the Board's consideration. Line Item No. 1 is with CA Group for the I-80 Corridor Study in the amount of \$736,200. This is to provide an action plan that defines transportation needs, prioritizes design alternative areas to improve connectivity between Reno/Sparks metropolitan area—easy for me to say—and the Tahoe Reno Industrial Center. Line Item No. 2 is with Horrocks Engineers in the amount of \$961,146.40 to provide professional and technical engineering services to augment the Department's construction crews in District 1 with staff and equipment on an intermittent, as-needed basis. Line Item No. 3 is with CA Group for augmentation of Crew 905 for the two previously approved contracts as well as one other in the amount of \$6,459,433.15 to provide professional and technical engineering services. And lastly, Item No. 4 is with CEEC, Inc. in the amount of \$819,798 to provide professional services for the Department's construction staff to meet federal and state requirements related to certified payroll and contract compliance for approximately 120 active contracts, and Governor, that concludes Agenda Item No. 7. Does the Board have any questions regarding these agreements?

Sandoval: Thank you, Mr. Nellis. On Contract No. 3, is that on top of what we're paying already?

Kaiser: Governor, Reid Kaiser, Assistant Director for Operations. Yes, it is.

Sandoval: Okay, so, that \$42 million project isn't actually a \$42 million project. It's more than that?

Kaiser: Correct.

Sandoval: Okay, and the same with the other—the \$5 million project? Okay. And then just to comment on Contract No. 1, it says the end date is June 30, 2019. Will that be completed sooner than that, Cole?

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Mortensen: For the record, Cole Mortensen. Yes, we anticipate that study being done before that.

Sandoval: And when would you anticipate completion?

Mortensen: I believe that we're looking to try to get results done here by the end of the year.

Sandoval: Fabulous. That's all the questions I have. Board Members, any further questions with regard to this Agenda item? Member Savage.

Savage: Thank you, Governor. I was going to follow-up on your question for Item No. 1. That's good to hear, because I know the CA Group did the study in the Spaghetti Bowl, so I'm hoping that some of those cost efficiencies can be incorporated with the TRIC, I-80 East project. So, that's good to hear.

Mortensen: And if I may back up, that's where we anticipate getting preliminary findings and starting to finalize the final report, and so you see it kind of—on the first page here, you see it going into next year to finalize that report, but hopefully, we'll have results by that.

Savage: That's positive. So, thank you, Mr. Mortensen. Thank you, Governor. Item No. 3 on the crew augmentation, I see on page 24 of 35—and I thank the staff for the information on all these support documents, because it's very, very helpful, but page 24 of 35 indicates that the funding notes are a three-year funding, '18, '19, and '20, but according to the last section, I thought the contract was to be completed in the summer of 2019. That was the asphalt project, I believe, for I-80. So, the question is why would we have a three-year funding mechanism when it's a one-year project?

Kaiser: Member Savage, Reid Kaiser, Assistant Director for Operations. Once the contract is complete, it's going to take us a period of time to close out the contract documents. So, I would have to assume that is why we also budgeted money in FY '19—or FY '20 to help the construction crew close out the contract, and again, these dollars are only if we need them. So, we may not use any of that budget. If we get everything closed out in time and the contractor finishes, then we may not use them, but it's just to make sure that we can get that contract closed out in a timely fashion.

Savage: That would be great to see. So, at the end of the project, I would like to know if there's that \$1.2 million cost savings on it. If you could—we'll keep an eye on that at the CWG as well.

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Kaiser: Sounds good.

Sandoval: Pay for the landscaping, too, yeah? [laughter]

Savage: That's exactly right, and I did want to compliment the Department. On page 27 of 35, they had the all-inclusive hourly rates. I know we've been talking about some of the consultant rates. So, it was nice to see the all-in hourly rates on page 27 of 35. I appreciate that very much. Lastly, on Item No. 4, regarding the CEEC, outside consultant reviewing the prevailing wages, has the Department always utilized an outside consultant for that accounting mechanism for prevailing wage confirmation?

Malfabon: I'll respond to that, Reid. So, we typically have not. We relied on staff and contract compliance office here at headquarters and also on the construction crews to do this. The Department has undergone an audit each year on this issue of weekly certified payrolls and compliance with Davis-Bacon, which is a federal requirement, and we find that we needed some additional support from a consultant to really improve the compliance on weekly certified payrolls, because it is continuously a finding year after year, and we believe that we're making improvements each year. The auditor has mentioned that although they saw that the contractors sometimes are not timely in their submittal of payrolls, that they are getting better, but we are using some outside assistance to improve our efforts as well as provide some training to a lot of new subcontractors. You know, the construction sector has really grown in the last few years with the economy. We get a lot of new subcontractors, and it's good to train them about these federal requirements and the software systems that we use to monitor compliance. So, we find that it's good to use some outside expertise, and hopefully, it'll address some of these audit findings that we have year after year about our contractors not being totally compliant with the Davis-Bacon requirements and timeliness of submittal of payrolls.

Savage: Thank you, Mr. Director. So, CEEC, are they an accounting-based company or are they an engineering company?

Malfabon: They're primarily an engineering type of company, but they do a lot of project controls. They're actually—one of the members of this firm is helping us on Project NEON with the project controls on Project NEON. So, they are a women-owned firm, I believe, so it's good for use of minority contractors as well to use an engineering company that's a women-owned firm and help us to achieve those diversity goals with contracting.

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- Savage: Absolutely, that's good to hear, and I see where they used diversified consultant services as a subconsultant. Do you know what role they—DCS would be playing in this audit?
- Kaiser: Yeah, CEEC will be managing District 1, and DCS will be managing Districts 2 and 3—or CEEC.
- Savage: Okay, thank you, Mr. Kaiser. Thank you, Governor.
- Sandoval: Mr. Controller.
- Knecht: Thank you, Governor. I just want to return to page 24 for a second. Mr. Kaiser, your answer was sort of what I expected. It was a good one, but on those annual or fiscal year allocations, educate me a little bit on this. The three numbers there add up to \$6.459 million, but are you allowed to budget for FY '19 and FY '20 separately, and then if you finish early in FY '19 and the contractor wants to wrap up everything and submits all the bills right, you can pull the money from FY '20 into FY '19? Is that the case here?
- Kaiser: You know, I..
- Knecht: And vice versa, FY '19 to '18.
- Kaiser: I probably—I can't answer that. I couldn't tell you. Robert, my...
- Nellis: Mr. Controller, Robert Nellis for the record. I don't see why that wouldn't be possible where we could bring that money forward and pay it earlier.
- Knecht: Did you say you don't see why it would be...
- Nellis: I don't see why it wouldn't be.
- Knecht: Oh, wouldn't, okay.
- Denney: I'm very short, so [inaudible] now it's on. Green means go. Felicia Denney with Financial Management with NDOT, and we will ask people on these forms to give their best estimates of how the money is going to be spent by state fiscal year. So, we could be looking at a mix of calendar and state, and we have so many projects, that some will come in high, some come in low. We'll look at fitting all of them within our budget for that year. So, we're not so much pulling money forward and back as fitting multiple projects into constraints for the existing budget.

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Knecht: It's what we call a stochastic exercise, right?

Deniam: Exactly.

Knecht: Thank you. Thank you, Governor.

Sandoval: Any questions from Member Martin or Members from Southern Nevada?

Martin: None for me, sir.

Sandoval: Mr. Lieutenant Governor.

Hutchison: Thank you. If I could just return back for a minute to Item 4, first, I note that the ultimate, I think, contract amount was actually less than the Department's original estimate and significantly less than what CEEC had proposed. But I'm just curious in terms of what actually CEEC will be providing, and I heard the—I heard the comments earlier, but what page 33 of 35 on the memorandum describes is that there will be two full-time office managers provided performing the duties that have been outlined. I assume that there's somebody already doing that kind of work at NDOT, and I know that this is an augmentation to that work at NDOT, but I think this is about a two-year contract with two positions. That turns out to be about \$200,000 a year per position, and I'm wondering, is that all that CEEC is providing, are these two full-time office managers or are they providing additional work to justify the \$200,000 per position per year?

Kaiser: Lieutenant Governor, Reid Kaiser, Assistant Director for Operations. It is only the two people that they are supplying, and what they're going to be doing is they will just be on-call, essentially, that if an assistant or a resident engineer or construction crew needs help with their certified payroll input and also checking DBE firms, making sure they're getting paid, we'll contact them, and they'll show up and help us out and get us through the time period that we need, and then that's all the service they'll provide.

Hutchison: So, Reid, let me just follow-up on that. So, if they're just on call on an as-needed basis, is this market rate, \$200,000 per position, per year for that purpose?

Kaiser: This is a worst-case scenario in case they are working 40-plus hours a week helping out the crews because the crews are falling behind or something. So, this is essentially a worst-case scenario. We don't want to have to come back to the Board should we need to. So, we put the worst-case scenario in for our budget.

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Hutchison: Okay, that's helpful. You just will be using these individuals on an as-needed basis, and this is the maximum we could expect NDOT to have to pay out under this contract.

Kaiser: Yes, yes, Lieutenant Governor.

Hutchison: Great. Okay, Reid, thank you.

Sandoval: All right, any other questions from Southern Nevada?

Almberg: I have one question, Governor.

Sandoval: Member Almberg.

Almberg: Let me go back and find which page it's on. On page 27 of 28—or on page 27 of 35, No. 7 says, "Agree to allow principal engineer to bill up to eight hours per month, per project for a total not to exceed 16 hours." What is—what's the exact intent of that?

Kaiser: Okay, again, Reid Kaiser, Assistant Director for Operations. This consultant is helping us manage two projects. So, that consultant manager will be able to bill eight hours per project to NDOT per month.

Almberg: Okay. I guess the way—one thing that I—I want to thank you, Reid, for the information that you provided me, consider the hourly breakdown, the hourly cost of these contracts here. That was very valuable information. I've noticed this. His statement has been in the Board Meetings on a lot of packets quite regularly. I always took it in the past based on that was the highest paid individual on these contracts, and so we're limiting the amount of use of them as best we can to try to reduce our costs. But on that information that was provided, that person is not the highest paid person on these consultant agreements, and in fact, the highest paid person is also the most used person in these contracts based on the numbers that you provided us. I'm not sure who all these numbers went out to, Reid, but I believe it came out to the members of the CWG Board.

Kaiser: Yes, they did, only to the members of the CWG Board.

Almberg: I would recommend this go out to all the Board Members, the reason being I think that would have answered some of the Lieutenant Governor's questions he just had right here, because it strictly had in there exactly the hours that you anticipated being spent based on there. So, I would like to see this on all of them.

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I would also like to see these cost estimates broke down to what you provided to us for this Board Meeting was for only two of these contracts. The other ones that were actually engineering-consultant-related, we did not get any hourly rating for that, just the crew augmentations and the actual construction division.

Kaiser: Okay.

Almberg: Thank you, appreciate it, and that's all for me, Governor.

Sandoval: Thank you. The Controller has a follow-up.

Knecht: Thank you, Governor, and I want to follow-up on what the Lieutenant Governor and Member Almberg talked about, and in particular, let's just go back, Mr. Kaiser, to the issue of a worst-case scenario, which is what this has been budgeted on versus what we actually expect. Can you tell me what the difference is in the worst case versus what our expected payout is?

Kaiser: I would have to assume our expected is some of the construction crews are spending one to two days a week just dealing with certified payrolls and also DBE firms and the accounting that goes along with that. So, if some of these crews have enough office staff to get that handled and will not need the consultant help, then that service won't be needed. So, with the worst-case scenario is most of the crews, if not all of them, will need some type of help at some time during the construction season so they won't fall behind in their duties. So, that would be worst-case scenario as all the construction crews are busy and they don't have the manpower to complete this work in-house and have to get a hold of the consultants.

Knecht: That's a very good operational explanation, and I appreciate it. Do we have any numbers that go with that, the expected value is so much percentage of the worst-case scenario or it's just sort of the expected value is unknown, somewhere between zero and the worst-case scenario?

Kaiser: We got the number from—our estimate was derived by contacting the RE. So, I could get you those numbers. I'd have to go back to our construction office and find out how they worked up their budget.

Knecht: I would like to have that, and the reason I'm asking about this is it goes to our budgeting process. If we're always budgeting on worst-case scenario and we've got, essentially, inflated budgeting and we need to make some sort of reform,

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some sort of amendment to that. So, if you could give me some dollar numbers and percentage numbers, that'd be helpful, appreciate it. Thank you.

Sandoval: Mr. Nellis, any further presentation on Agenda Item No. 7?

Nellis: No, sir, that concludes this item.

Sandoval: Thank you. Board Members, any further questions or comments with regard to Agenda Item No. 7? If there are none, the Chair will accept a motion for approval.

Martin: So moved.

Sandoval: Member Martin has moved for approval. Is there a second?

Hutchison: Second.

Sandoval: Second by the Lieutenant Governor. Any questions or comments on the motion? I hear none. All those in favor say aye. [ayes around] Those opposed say no. That motion passes unanimously. We'll move on to Agenda Item No. 8, Contracts, Agreements, and Settlements. Mr. Nellis.

Nellis: Thank you, Governor. There are three attachments under Agenda Item No. 8 for the Board's information, and beginning with Attachment A, there are three contracts on page four of 16, starting with the first project which is located near US 95 and the junction of US 6 in Nye County for construction of an electrical vehicle charging station for public use. There were three bids, and the Director awarded the contract to Desert Engineering for \$497,732.50.

The second project is located on US 395, 1.5 miles north of the Cold Springs Interchange in Washoe County to install an automated vehicle classification system. There were three bids, and the Director awarded the contract to PAR Electrical Contractors in the amount of \$99,592.

And the last project is on State Route 225 three miles north of Interstate 80 in Elko County to install an automated vehicle classification system. There were three bids, and the Director awarded the contract to Titan Electrical Contracting in the amount of \$115,255. Does the Board have any questions regarding these three contracts before we turn to Attachment B?

Sandoval: Thank you, Mr. Nellis. Any questions from Board Members? Member Savage.



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Savage: Thank you, Governor. Very quickly, what is an automated vehicle classification system?

Rosenberg: Sondra Rosenberg, Assistant Director for Planning. That is a—it's a system that collects information and classifies traffic. So, rather than just the counts of the number of vehicles, it actually classifies the different vehicles, so motorcycle, bus, car, semi, one-trailer, two-trailer, and that's a required reporting to the feds, and we're using our federal planning dollars to get that, because it's used for lots of things. It's used for pavement design, roadway capacity, axle factoring. So, it's used all the way from planning to design, and we're gradually putting these all over the state. We have some other locations. They have to be manually validated. So, we do counts, and then someone has to actually count the number of vehicles in different classes. So, by doing—by installing these all over the state, we get better data, better planning, better engineering, and time savings of our staff as well.

Savage: So, fundamentally, it's a traffic-counting system.

Rosenberg: Yes.

Savage: Okay, thank you, Sondra.

Sandoval: Any other questions on the first portion of Agenda Item No. 8, Contracts? Mr. Nellis, please proceed.

Nellis: There are 38 executed agreements under Attachment B on pages nine and ten for the Board's information. One through 16 are Acquisitions and Cooperative Agreements. Seventeen through 25 are Facility and an Interlocal Agreement. Twenty-six through 31 are a License and Right-of-Way Access Agreement, and lastly, 32 through 38 are Service Provider Agreements. Does the Board have any questions regarding these agreements before we turn to Attachment C?

Sandoval: Board Members, any questions with regard to the agreements in Agenda Item No. 8?

Hutchison: Governor?

Sandoval: Mr. Lieutenant Governor.

Hutchison: Can I just have you turn to No. 37, displaced person cleanup, and just describe that for me, and what's the responsibility that NDOT has for that type of service?

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- Bush: Good morning, Governor. Anita Bush, Chief Maintenance Engineer. The Department do have maintenance crews that perform some of the responsibilities related to homeless cleanup, basically; however, our crews are not really trained to deal with biohazards. So, these contracts are for filling this gap. So, basically, we are hiring contractors that have trained personnel to deal with this kind of waste and have the equipment that we can flush the areas out. And unfortunately, this is becoming an increasingly prevailing problem, so you might see these contracts more often than desired; however, the Department do have plans that we would like to come up with strategies to kind of address these areas that frequently occupied by homeless people to try to come up with some remedies that make the areas more—less desirable. So, we can put in lighting, rock treatments and as such, but right now, we do have to have qualified people to clean up the areas.
- Hutchison: Thank you for that information. So, are these within, like, NDOT Right-of-Ways? Are they...
- Bush: Yeah, these are all NDOT Right-of-Ways, yes. We only deal with NDOT Right-of-Ways.
- Hutchison: Okay.
- Bush: These are under bridges, yeah, anywhere within the Right-of-Way.
- Hutchison: And anywhere within NDOT's responsibility as opposed to, like, the county or the city, that sort of...
- Bush: We don't—yeah, we don't do those areas.
- Hutchison: Thank you. Thank you, Governor.
- Bush: Thank you.
- Sandoval: Thank you, Mr. Lieutenant Governor. If I may follow-up on that, Rudy, and so it is relevant—my question is relevant, but not to the specific contract, because I had the opportunity to tour the construction site for the Veterans Home last week in Washoe County, and they were—they being the contractor, Q&D was telling me that there are significant amount of displaced persons—I'll use this nomenclature—that they think are residing in an NDOT Right-of-Way. And they are coming through the construction site, cutting fences, and there are issues there. And so, I'd ask Kat Miller, who's the Director of Veteran Affairs, to get a

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hold of you or somebody here at NDOT to follow-up on that. So, if you could— or somebody here at NDOT could follow up there to ensure that, A, if that's within our Right-of-Way that we should look at it, and if not, to point them in the right direction.

Malfabon: Yes, Governor, Kat Miller did mention that to me. She said that she'd be sending me an email with some specific information about location of where the contractor might be seeing the fence cut and the concern with them possibly having some folks living within Right-of-Way. I know that Thor kind of stays on top of that issue constantly, and he's going to address the Board and comment.

Dyson: Thanks, Rudy, Governor. Thor Dyson, District Engineer. So, yeah, it's an ongoing daily situation with displaced persons. So, I have a contract. I have some budget, and I can address those areas once I'm notified. So, we'll hit one area, deal with that situation. Then we go—we'll get a call or we're aware of something else. So, we're constantly on the move to address the displaced persons' situation. We have to work with law enforcement, and I want to put a plug in for NHP. They've been outstanding. There's a couple of individuals that not only help us initiate this process, but to follow up, because once we spend all that taxpayers' money to clean up that specific site, whether it's the Veterans Home, we'll be hitting that up here, or if it's some other location underneath a structure or in a drainage facility or near an onramp or offramp or behind landscaping, we want the NHP—and they do help us. They're very good to at least, you know, keep that clean as long as possible, keep it free of displaced people. The landscaping is a concern. I definitely—you know, we want landscaping. We want that corridor to look good, but it's imperative that we're smart about it so that we don't build a landscape feature that becomes a displaced persons' location of residents. So, we want to be very clever on how we do our landscaping. I agree—you said earlier about the bags of trash being caught. The displaced people—persons are also using landscape drip facilities. They cut the lines. They're using that for drinking water, and earlier, Ms. Bush was up here talking about these special contracts. We have them in District 2 as well. They're expensive, but you're dealing with a lot of issues like hepatitis, SARS, biohazards that are pretty unimaginable, and I'm not going to go any further than that. So, there's a high cost in the Right-of-Way to deal with these different issues, and we're also working with—city of Reno has, you know, got programs. We—I want to say we had some success a couple of weeks ago in the Damonte Ranch area. There was a displaced person that had been living there for ten years, and we hooked him up with Social Services. So, basically, my staff, along with a

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couple of outstanding NHP troopers that we work with, we got this guy—this individual off the street, and that was a success story. On the other side of the interchange was a displaced woman, and that didn't go too well, and there were some threats of violence, and we had to get involved, and NHP, again, stepped up to the plate and helped us out in dealing with an ugly situation on the west side of—excuse me, on the east side of Damonte Interchange.

Sandoval: I hope you're not interpreting my comments in any way to be pejorative or negative. I know it's an ongoing challenge, and in fact, you guys have done a great job on that I-80 corridor. I think it's changed dramatically, and I'm just very sensitive, and you probably weren't even aware that there was an issue in proximity to that Veterans Home, but obviously, there are going to be a lot of vulnerable people there. It's going to be a highly visited area. The way the contractor was explaining it to me is, you know, previously, that was an empty field, and it was a corridor that was often used by displaced persons that will no longer be a corridor. And so, I mean, another thing that's obvious and I think incredibly important and you brought it up, is this has to be done in a humane way and to try to make sure that we can connect those individuals with the resources that they need. But at the end of the day, you know, from a security and a sanitation perspective, you know, this is something that the Department has to do. And again, I also understand that it's expensive, but it has to be done right, and I'm really happy to hear that NHP is involved as well, because they're trained professionals associated with security issues. If—I don't want to put anyone in the Department or who's associated with a private contractor at risk. So, I really appreciate you're all working together not only with NHP, but the other local governments.

Dyson: RPD, we worked with RPD. RPD has trained our staff. There's a lot of coordination between NHP and RPD as well. We had an incident a couple of years ago where one of our maintenance workers was physically assaulted, and RPD was first on the scene and addressed the issue until—it was basically fixing a fence, a cut Right-of-Way fence. This Veterans Home is right near Galletti Way in Sparks, and that's underneath the rock—excuse me, the I-80 structures over Galletti and the railroad structures, and we've had a constant problem there. We've also had some security issues within the District 2 maintenance facility where my office is. We've had homeless—excuse me—displaced persons living right outside the window of my office, and we've addressed those and increased security. We've removed some landscaping and removed all the drug paraphernalia and some other things, but in no way are we going to violate these

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individuals' rights, and we are following the NRSs and the laws along with NHP. We're giving due notice, and then we come back, and then we address the site. So, once we deal with this area where the veterans facility is being built, which is right next to our complex, we'll have three days' notice for all those individuals, and then we'll clean it up with our contractor and with our maintenance staff as well and remove all the debris.

Sandoval: I suppose while we're talking about it, there's some really ugly graffiti there, too, and I don't know if that's part of what we can address.

Dyson: I have a different crew. We'll address the graffiti. Once we clear out the area, we'll address that graffiti quickly.

Sandoval: All right, thank you very much. Mr. Controller.

Knecht: Thank you, Governor, and I have questions on two items. The first is No. 9 on page nine of 16, Jones Media relocating a billboard. Thirteen months ago, they had a cost estimate of \$184,000, and now it's up by 47% to 270. Can somebody help me understand how relocating a billboard could change that much in that timeframe, percentage-wise, 47%?

Mortensen: Governor, Members of the Board, for the record, Cole Mortensen. That had to do with unforeseen conditions. They got out in the field, and there was a foundation there that became problematic for them.

Knecht: They weren't able to detect that before the bid?

Mortensen: No.

Knecht: Okay. Thank you, Cole, and the second one is Item 35. This time, it only went up—or this project went up only 27%, and it's a software upgrade, and the contract was a little bit older, I think back to late 2015. I'm almost hesitant to say, gee, that's par for the course for software, but can you give me some insight on that one? Why are we getting a time extension? I guess that's normal with software, but why are we getting a time extension and a 27% price increase?

Inda: Good morning. Denise Inda, Chief Traffic Operations Engineer. This is—essentially, these are items that were not identified within that upgrade, but they are items that we feel are valuable and critical for the use of this software. These—and there's some items listed here which don't mean much to the public or to the Board perhaps, check station group commands, travel time, additional

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parameters, DMS library message editing, back end service security, and device level agency parameters, but what those are, are those are specific components that deal with maybe the check station signs that we have at our borders where we have a check station or the algorithms and the process for posting travel times on certain signs, and what it's doing is it's streamlining and improving the District staff ability to input that information into the system to automate it sometimes, those kinds of things, and so we continue—we foresee, over time, you know, there being small tweaks and small adjustments to the system to better serve the needs of the public who receive all of the information and the messages, but also, these items were really focused on the operators who are doing the data entry and keeping the system running from behind the scenes.

Knecht: Thank you, Ms. Inda. That's helpful to me. In the last three years and three months, I've come to understand those terms that you're talking about out of personal experience and the overall process here. I just thought I needed to ask, because that was—those two were the two large amounts in terms of increases, and they were quite substantial, but from a personal experience, like I said, I've begun to understand that, and hey, at least you didn't reach DMV standards on your software problem. Thank you.

Inda: Ouch! Thank you, and I will make one comment. As we first started talking about the potential changes that we could add to the system, the laundry list was longer. The cost was almost double that amount, and we recognize that we don't want to just spend money for the sake of spending money, and we really pared it down, and we worked—Kimley Horn, our service provider, worked very hard with us to come to some negotiations, and we eliminated \$270,000 from the initial price that came together. And so, we feel like we're monitoring it very closely, and we also feel like Kimley Horn is working very hard right along with us to keep the costs down as much as possible.

Knecht: Thank you for adding that. Thank you.

Sandoval: Thank you. Board Members, any further questions or comments with regard to agreements? Mr. Nellis, if you'd move on to the settlement, please.

Nellis: Thank you, Governor. There's one settlement on page 12 of 16 for the Board's information. This settlement provides for an additional \$1.3 million to be paid to Tomahawk, LLC for an Eminent Domain action. NDOT acquired a 3.5-acre piece of land as well as a two-acre remnant parcel for an interchange project along I-15 at Star Avenue in Las Vegas. And with that, Governor, that completes

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Agenda Item No. 8. Does the Board have any questions for Mr. Gallagher regarding this settlement?

Sandoval: Mr. Gallagher, anything else you wanted to add?

Gallagher: No, Governor, other than to thank the Board of Examiners for approving it.

Sandoval: Board Members, any further questions or comments with regard to Agenda Item No. 8? That completes that item. Let's move on to Agenda Item No. 9, Condemnation Resolution No. 465. Director Malfabon.

Malfabon: Thank you, Governor and Board Members. This is a condemnation resolution associated with the US 50 widening project from Roys Road to US 95A. It's a very important project for improving traffic safety and capacity on that stretch of US 50. So, we have information provided to the Board confidentially on where we're at with negotiations in specific dollar amounts, but in general, this is associated with [phonetic] Administration Incorporated with unresolved negotiations associated with that property needed for the US 50 widening project. And also, ERGS Incorporated, negotiations, again, are unresolved at this time. We're requesting that the Board approve this condemnation resolution so we can stay on track with the acquisition schedule for this important project. It's two owners and three parcels associated with this condemnation resolution for US 50 widening. Ruth Borrelli is here to answer any specific questions, but it is—as mentioned, negotiations are unresolved. We would just like to maintain the project schedule, and when we enter into these types of situations, ultimately, we might end up going to court for the court to establish the amount of compensation to the owner, but we do try to have a very fair and—a fair process for acquisition of property using our federal procedures from the Uniform Relocation Act.

Sandoval: All right, thank you, Rudy, and do you have the form of the resolution?

Malfabon: Yes, Governor. It was actually provided separately as a hard copy before you. Yes. So, the entire package was reprinted for you, because the Resolution No. 465 was included in the hard copy provided to you.

Sandoval: So, will you show me which document, because I don't have it, Rudy. I don't have the condemnation resolution itself, No. 465. It wasn't included in the addendum or within the packet. Do any of the other Members have a copy of the resolution, the entire resolution?

Hutchison: We don't have it here, Governor.

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- Sandoval: So, just for process, and I guess I'll look at Mr. Gallagher, I don't know how we can approve it if we don't have it in front of us. If there's a procedure by which we can vote for it. I know that they're—you know, they're pretty standard, but at the same time, it's not in—wasn't in any of the materials that were provided to me.
- Gallagher: For the record, Dennis Gallagher, Counsel to the Board. If the Board does not have a copy of this resolution, I would advise that it be postponed to next month.
- Sandoval: And I believe the same thing goes for 466.
- Gallagher: Governor, again, if the Board Members don't have a copy of it, my advice would be to postpone it until next month.
- Malfabon: That would be acceptable, Governor. It would keep these projects on schedule still. So, I did talk to staff last week about the importance of having a complete packet. It was posted electronically, but as was mentioned in the hard copy, it was missing. So, I believe it's appropriate to delay these and defer them until next month.
- Sandoval: Yeah, and I know it's an innocent mistake, but I think for purposes of the Open Meeting Law and for benefit of the Board, as I said, it's a form. I know that, but again, to make sure that if there is any type of legal action later on, you don't want to give fodder to the opposition to say that this was improperly adopted.
- Gallagher: Correct, and Governor, I'd also point out that the law requires the Board to authorize via resolution the filing of any condemnation action.
- Sandoval: So, if there are no objections from the other Board Members, we'll continue Agenda Items 9 and 10 to the next regular scheduled meeting of the Board. Okay, I hear no objections, so we'll do that. I don't need to take a formal...
- Martin: Governor? Governor, could I ask the staff one quick question? On No. 466, I believe it is, when I look at the overhead [inaudible] it looks like there's a parcel within a parcel where we're asking for logging road, the Right-of-Way on logging road. Is our yard within a larger parcel, and is the entire surrounding larger parcel owned by the people that we're trying to get the Right-of-Way access to?
- Malfabon: I think that's correct, Member Martin. We're acquiring that additional parcel for utilities and for access to the—where the maintenance yard is.
- Martin: Okay. All right, thank you.



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Sandoval: And as far as—Mr. Gallagher, I don't have to take formal action to continue those matters, do I?

Gallagher: No, Chairman, that's within your discretion.

Sandoval: Thank you. Then let's move on to Agenda Item No. 11, Formal Amendments and Administrative Amendments to the FFY 2018 to '21 STIP. Ms. Rosenberg.

Rosenberg: Sondra Rosenberg, Assistant Director for Planning. This is our quarterly update to our statewide Transportation Improvement Program. Typically, I say this is just business as usual, minor changes; however, this time, there are some significant changes, particularly, to southern Nevada. The RTC of Southern Nevada did actually amend their regional transportation plan and their RTIP. We did some significant reprioritization to get projects ready for the FRI funding as well as accelerate some projects related to—or in the vicinity of the stadium. So, those are the big changes. It was really a big amendment, sort of reprioritization because of those reasons, and then in the rest of the state, there were some other changes, but that was the big one.

Sandoval: And we're good money-wise with regard to that, because it did increase, not by much, at least with regard to the state contribution.

Rosenberg: We are. Some of it has to do with, you know, projects in the outyear moving into that four-year STIP, and sometimes we don't have all of that money accounted for in those years three and four addition—you know, with the addition of FRI coming in kind of in those outer years. That was part of it as well as federal funding and state funding, and trust me, our STIP Manager, Joe Spencer, who is in the audience, will not let us overspend. [laughter] He's very sure that we do not overspend on that—or over-program. So, we have many conversations about that. So, we're very confident that we're good.

Sandoval: And then will we see some type of amendment associated with the conversation that we had with—what did you call it, Rudy, the non Spaghetti...

Rosenberg: The non-Spaghetti Bowl?

Sandoval: Yeah.

Rosenberg: We will. Yeah, we anticipate having some meetings to discuss that funding package. Whether it's, you know, bonding with maybe a combination of some federal funds or local funding, you know, we're working out the details of that,

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and we do expect that that will need to be, again, an amendment not just to our STIP in the RTIP, but actually an RTP amendment, which requires a little bit more work, but—so you will see that. I'm not sure what the timeline is, but later this year.

Sandoval: Thank you. Board Members, questions with regard to Agenda Item No. 11? Member Savage.

Savage: Thank you, Governor, just a formal thank you to Joseph Spencer for keeping your eye on the ball and the dollars. It's huge. I appreciate it very much. Thank you, Governor.

Rosenberg: And I should mention our Financial Management Division as well. It was to partner up to make sure we have the money we can spend.

Savage: And the Financial Management Division, we thank you all.

Sandoval: Mr. Controller.

Knecht: Thank you, Governor. Well, you were right, Ms. Rosenberg. Two southern Nevada projects do have some big increases not just in 187% for the first one and 40% for the second one, but that's almost \$75 million and over \$17 million. So, I think we should probably put something in the record to explain those amounts and those percentages. Why are we seeing increases of that size on pages one and two of Attachment A?

Rosenberg: So, I believe for that first project, the system-to-system interchange, there was a—correct me if I'm mistaken, but that—I believe that had been phased out into multiple phases, spread out over a long period of time, and we're moving phases earlier so that we can complete more of it sooner. Is that correct, Joe, or am I making this up?

Spencer: For the record, Joseph Spencer, NDOT STIP Manager. That is correct, but we'll see something in the future that this latest engineers' estimate that I got from Dwayne last week is actually going to bring that down to \$93 million. So, we are improving things, but at the end of the day, we are at the mercy of the engineers. [laughter]

Rosenberg: And just to add, you know, this is a planning document, so we put projects in here once we know approximately when we think they're going to go. The numbers do change as those engineers' estimate get refined. So, sometimes you do see pretty

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big swings, but the document is more about kind of what we're doing. It does have to be fiscally constrained to the best of our ability, but we do see some pretty broad swings, because we get those in there when it's still at the planning level, and as that get refined, projects go up and down.

Knecht: And I certainly understand the difference between planning level projections and final engineers' estimates, and so forth, and it's great to hear that we're going to come down from 187% to something more like 125% or 130%, and it is discretionary. So, it's not—we're starting with a particular project and the thing is ballooning like the nuclear plants did in the '70s and '80s, but I appreciate that explanation. Maybe in the future, we can get some kind of summary of exactly what's behind the bottom line number, especially when it changes that much. Thank you.

Sandoval: Any questions from southern Nevada on this Agenda item?

Hutchison: None here, Governor.

Sandoval: Ms. Rosenberg, does that complete your presentation?

Rosenberg: Yes, it does. Thank you.

Sandoval: Thank you very much. So, if there are no further questions or comments, the Chair will accept a motion to approve the formal amendments and administrative amendments to the FFY 2018 to 2021 Statewide Transportation Improvement Program as presented in Agenda Item No. 11.

Martin: So moved.

Sandoval: Member Martin has moved for approval. Is there a second?

Savage: Second.

Sandoval: Second by Member Savage. Any questions or discussion on the motion? There are none. All those in favor please say aye. [ayes around] Those opposed say no. That motion passes unanimously. We'll move on to Agenda Item No. 12, Update on the County Consultation Process.

Bonner: Great. Thank you, Governor, the Board. I'd like to update you on exactly what we've been doing with the county consultation process. Oh, Lee Bonner for the record. In talking about the county consultation process, with the 14 rural counties, we visit them a couple of times a year. I want talk about—a little bit

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about why we do that, and there's some information that you have in front of you. I promise I'll get to all that. The goal for the county consultation process is to help us to build a STIP, which we just talked about, and the long-range plan, the One Nevada Plan, which has been talked about in several Board meetings. The theme for this year, and we have a different theme every year, but we want to give the counties an update on projects that are going on in their area. We want to look at different studies that are happening around the state that impact the rural counties, and then also, we're going to give an update on some infographics that we've been creating and designing for the counties. April happens to be National County Appreciation Month, so I thought I would mention that. It takes a—it takes a team to put this all together. I've listed some of the people on our team. We have Coy Peacock down in Southern Nevada who's there to answer questions from the Board there, Murph Glover who's right here with me, and then Cathy Balcon, who has been helping us for the last couple of years.

So, looking at the process, what we've been able to accomplish over the last few years—and I guess I should go back and say I was a Douglas County Commissioner for a while, and so coming into this role, I was on the other side of that, of the county consultation process. And so, coming in, knowing both sides of it I think has added some value to NDOT. So, we've been able to establish a point person. So, if the counties don't know exactly where to go to for questions that they have or problems or issues or challenges, they know that they can contact me now, and so we'll find the answer, get them—direct them to the right person. We've improved communications with the counties and with NDOT. We've listened to their concerns and validated those concerns. So, every year when we go back to these workshops and to the County Commission meetings, they see a list of their concerns; we validate those, and then we're also able to respond quicker to some of the issues and challenges that they see. And then the last one is transparency.

Over the last three years, we've validated this list. We've come up with about 900 county issues. When—some of them are questions and things that we'll look at on the infographics, but about half of those are potential projects. Well, when you're looking at the 14 rural counties across Nevada, 450 projects just aren't going to happen. We just don't have the resources for that. So, a couple of years ago, we went back to the counties in the workshop, and we said, okay, we have this list of concerns from 20 to 50 depending on the county and asked them to give us their priority; what are your top two concerns; what are your second two concerns, and we brought that back to the Commission last spring and had the Commission kind

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of validate that yeah, these are the top two concerns. And so, now we're working to get those into the long-range plan or into the stip or some kind of process.

So, here's what we've done last year. Here's what we're looking at this year, and then going on into 2019, trying to set the expectations for what the counties can see. I'm not going to walk through all this, but we'll go on.

As far as an executive summary for the counties, we see some consistent issues in each one of the rural counties. One, there's usually a key intersection that causes a problem or that are some challenges, whether it's safety, traffic-safety-related. Some of the counties will have two. There's usually a request for passing lanes on some of our state and federal highways. There's a request for shoulder widening on some of the rural roads. There's just enough room to pull off on the side of the road, you know, if there's a flat tire or some type of emergency response, and then wildlife vehicle collisions. You'll see a report coming up in a lot of future Board meetings, but wildlife vehicle collisions are a major issue around our rural counties.

This year, we're—this is the presentation that we'll give to the County Commission. So—and in the spring of the year, May, June, July, we do a presentation to the County Commission, someone from the front office, Sondra, Bill, Rudy, will give this presentation, and this is what we're going to talk about this year. You'll see infographics, and I'm going to get to that, but in the end, we want to show them, hey, here are the projects that are coming to your county this year, or they're going to be obligated or start construction and work. And I know some of you have been to some of these meetings, Controller, and also BJ down South.

This is our schedule for the year. We try to space it out. We have about five counties a month, and this is sometimes fluid. Some of the County Commission chambers double as the courthouse, and so sometimes we'll get bumped in preference of a trial.

Some of the questions that have come in have to do with something that's not projects. So, you have in front of you some of the infographics. We wanted to spend some of our time and resources trying to help the counties understand what happens at NDOT and how it happens, and so we created these three infographics. One is on the NDOT funding and spending. Some of the counties said, where does your money come from? What is it spent on? And so, we've spent about the last year looking at that process. Another question that comes from the counties

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is this; how does a project move through NDOT? And so, that's the 12-step project process. We're only focusing on the design-bid-build process, and then we wanted to look at a transportation of—a snapshot of transportation by county, and so the first one you'll see is the funding and spending looking at—on a high level of what we get from the Federal and the State Highway Fund and then where we spend that money on a broad category basis.

So, this is a 50,000-foot level, and there's a disclaimer down at the bottom. These numbers fluctuate from year-to-year, but just kind of giving an idea of what really happens. And then here is an infographic that we created on the 12-step project process to let the counties know here's the steps that it goes through, here's what we have to do. As Cole Mortensen, our new Director—essentially, Director of Engineering said, this is not a science project. This is just a high level. You can get into a lot of granularity and details.

Where we did get into a lot of details with the counties was looking at a snapshot of each county, and so here is Clark and Washoe, and I will point out just a couple of things on this chart. It can be an eye chart to a certain extent, but you'll notice the vehicles on the second line where you have the truck going into the county and a truck leaving the county, this is based on census data and the Bureau of Labor Statistics, but it shows you how many people live outside the county and work inside the county, how many people live and work inside the county and then how many people live in the county and work outside the county. So, that's based on census data. I think we're going to see some startling changes when the next census comes up and this data is available in about 2022. The other items that we look at, you'll see the tractors, those—that gives you an idea of where the road condition—pavement condition index is and the road's smoothness. We look at how much we've spent in maintenance spending, you know, on the county and then some of the other data from driver age, number of vehicles, different transit riders and things like that and then the number of zeroes—the number of days with zero fatalities that we had for the previous year.

Here's the same infographic just looking at a couple of the rural counties, Storey and Elko, and, you know, there's a few counties that don't have transit at all. I think we're working on that, but I think you're going to see in Storey County, you already see that a lot of people live outside and work in the county. That number is going to drastically change. This helps us to look at, you know, commuter patterns, where are people driving, how are they driving, and things like that. So, that's a little bit on Storey and Elko, and so we're going to be updating these

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annually. Some of the data points, like I said, come from census data and Bureau of Labor Statistics, but that's kind of the conclusion of that presentation. I'll take any questions that you might have.

Sandoval: Mr. Bonner, thank you. I'm just going through these—the documents that you prepared. They're excellent. So, I think that's really beneficial, and I do appreciate the diplomacy with all the counties and keeping them informed. It really saves, I think, a lot of trouble, and you—with the background that you have, you have a keen appreciation for that. So, I think this is an incredibly important program, and I really am impressed by the materials that you generated.

Bonner: Thank you.

Sandoval: Thank you. Board Members, any other questions or comments with regard to Agenda Item No. 12?

Hutchison: Governor?

Sandoval: Yeah, Mr. Lieutenant Governor.

Hutchison: Mr. Bonner, it's great to see you at the NDOT podium, and thank you for your great work on behalf of NDOT. It's wonderful to have you on—it's wonderful to have you on board. A man of your competence and character will greatly benefit us all. Let me just follow-up on something you had mentioned. You had said, particularly, I think, when you were commenting on Clark County, that you think in the next census, we'll see some startling changes with the commute information and data. What did you—what did you have in mind in terms of those drastic changes you're expecting?

Bonner: Well, I think the drastic changes that we're going to see are mostly in northern Nevada; how are people getting to Storey County and the Tri-Center, and then what other, you know, development as far as economic development is going to happen in northern Nevada. I think it's going to be interesting to see what happens down in Clark County and how many people are maybe coming—commuting from, you know, the Pahrump area and Nye County. So, I think we're going to see some changes, and the devil is in the details, so...

Hutchison: Is that just demographic changes overall that you're seeing in general or is there something specific you think is driving that for some of these counties?

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Bonner: You know, transportation wants to be—have a seat at the table for economic development, and so we're doing our best to try to be at the forefront when these—one thing that we talk about with all the rural counties is if a business were going to move here, where would it locate? And if a business of a certain size were to locate, you know, in this part of the county, what would that do to transportation? We want to get out in front of that and just be able to tell that story and be able to plan effectively when, you know, these businesses move in. Unfortunately, I think a lot of the times we're—you know, it kind of takes a backseat, and we need to—we need to be able to plan effectively, and I think Sondra Rosenberg will agree with us on that, too. She's done a great job getting us out in front.

Hutchison: Well, Mr. Bonner, again, thank you for a great presentation. I echo the Governor's comments about the quality of materials and appreciate all your efforts.

Bonner: Thank you.

Sandoval: Mr. Controller.

Knecht: I'll be real quick. Mr. Bonner, I echo the Governor and Lieutenant Governor's comments. In fact, besides doing a good job in person, your materials are almost—no, they're better than Department of Defense quality, so maybe you got a future briefing people in Washington.

Bonner: Thank you. I love NDOT, though.

Sandoval: Thank you again. We'll move to Agenda Item No.—oh, I'm sorry.

Almberg: Can I say something?

Sandoval: Of course.

Almberg: Thank you, Governor. I would like to thank NDOT and Lee for everything they do. I'm obviously from a rural county. We do appreciate them coming around. I've been fortunate enough to be in quite a few of these meetings when they come through my county and discuss these issues. One of the things that Lee did mention in here, and it comes from, I think, a lot of these rural counties, is the need for passing lanes. I am very much supportive of that. I do think they are extremely important on some of these rural highways, and in fact, Governor, on my way back from last month's meeting, headed north on Highway 93, there was



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some impatience in passing in front of me, and the southbound vehicle got run off the road right in front of me. And so, I was on the brakes trying to miss this guy that was in the bar pit sliding sideways, and, you know, that could have been a terrible statistic.

Sandoval: Yeah.

Almberg: And so, I think there's very much is a need for these passing lanes on these roads, because people get very impatient when they get lined up behind truckers and everything else. So, that's all I have. Thank you, Governor.

Sandoval: No, thanks, BJ, and I always marvel and appreciate, you know, your perspective coming from Ely. It's very, very valuable. So, thank you. Mr. Controller.

Knecht: Just one thing real briefly. Thank you, Mr. Almberg, for reminding me of this. Looking at the list, Mr. Bonner, of concerns of the people, a lot of time with passing lanes and other things, we're going out and probably seeking new Right-of-Way, et cetera, and this lesson I learned 45 years ago when I was Assistant City Engineer back in Urbana, that it's cheap to design something in from the beginning, and it's expensive to retrofit.

Bonner: Right.

Knecht: I would hope that the information you're getting and the feedback you're getting feeds back into the Department, into the engineering folks and the planning folks so that as we do projects, we look into the future and say, what Right-of-Way in particular might we need in the future for upgrades and extensions and widenings and that sort of thing and, you know, get it at the beginning instead of doing it piecemeal later on. I would hope that there's some feedback loop from this exercise into the planning and engineering. Thank you.

Bonner: I would agree with that, and I would say that, you know, through this process, the counties have a great relationship with the maintenance crews that are in their local area, and I think what we've been able to do is bring that same tight relationship back to headquarters and ultimately, you know, impact the whole process and, you know, share where these pain points are and challenges are in the counties.

Sandoval: Thank you, Mr. Bonner.

Bonner: Okay, thank you.

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Sandoval: Agenda Item No. 13, Old Business. Director Malfabon.

Malfabon: Thank you, Governor. Under Old Business, you'll notice that we don't have the current information for the Fatality Analysis Reporting System, FARS. I believe that the Office of Traffic Safety has hired a person. That person is undergoing the proper training. This FARS system is provided by the NHTSA, the National Highway Traffic Safety Administration. So, we have a standardized format for collection of that data nationally. So, hopefully, we'll receive those reports again in the future as soon as possible, but we do have the Report of Outside Counsel Costs on Open Matters and Monthly Litigation Report for Old Business. I also wanted to mention under Item 6, Member Savage had a question, and it was confirmed by Financial Management staff that all of our federal funds were scheduled for use. So, there wasn't any available for those other projects that were State-funded.

Savage: Thank you, Director Malfabon.

Sandoval: Board Members, questions with regard to Agenda Item No. 13?

Hutchison: Governor?

Sandoval: Mr. Lieutenant Governor.

Hutchison: Thank you very much, and Mr. Gallagher, just one quick follow-up on the outside counsel contracts, and looking at Richard Campbell's novation agreement and see that we're coming—it looks like we're coming up on the end of that four-year contract. It appears that we authorized about—we did authorize \$250,000 back in May of '14, coming up now on May of '18, and am I reading this right? It looks like we've only spent about \$4,500 of that contract. What do we expect to happen at the end of this contract cycle now?

Gallagher: For the record, Dennis Gallagher, Counsel for the Board. Thank you for the question, Lieutenant Governor. The Board did originally authorize \$250,000. Mr. Campbell specializes in utilities work. We were anticipating the possibility of some difficulties with some of the utilities. That didn't pan out, so the contract will expire with \$245,000 remaining.

Hutchison: Great. We love those kind of contracts. Thank you very much, Mr. Gallagher.

Gallagher: Thank you, Lieutenant Governor.

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Sandoval: Any further questions with regard to Agenda Item No. 13? Move on to Agenda Item 14, Public Comment. Is there any member of the public present in Carson City that would like to provide public comment to the Board? I hear and see none. Is there anyone present in Las Vegas that would like to provide public comment to the Board?

Hutchison: No one here, Governor.

Sandoval: Thank you, Mr. Lieutenant Governor. Is there a motion to adjourn?

Knecht: So moved.

Hutchison: Move to adjourn.

Martin: Second.

Sandoval: Give that to Lieutenant Governor. Everyone is always eager to make a motion on this one, but—so, Lieutenant Governor has moved to adjourn. Member Martin has seconded the motion. All in favor say aye. [ayes around] That motion passes unanimously. This meeting is adjourned. Thank you, ladies and gentlemen.

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Secretary to Board

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Preparer of Minutes



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

May 4, 2018

**TO:** Department of Transportation Board of Directors  
**FROM:** Rudy Malfabon, Director  
**SUBJECT:** May 14, 2018, Transportation Board of Directors Meeting  
**Item #4:** Approval of Agreements Over \$300,000 - *For Possible Action*

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### **Summary:**

The purpose of this item is to provide the Board a list of agreements over \$300,000 for discussion and approval following the process approved at the July 11, 2011 Transportation Board meeting. This list consists of any design build contracts and all agreements (and amendments) for non-construction matters, such as consultants, service providers, etc. that obligate total funds of over \$300,000, during the period from March 14, 2018, through April 17, 2018.

### **Background:**

The Department contracts for services relating to the development, construction, operation and maintenance of the State's multi-modal transportation system. The attached agreements constitute new agreements and amendments which take the total agreement above \$300,000 during the period from March 14, 2018, through April 17, 2018.

### **Analysis:**

These agreements have been prepared following the Code of Federal Regulations, Nevada Revised Statutes, Nevada Administrative Code, State Administrative Manual, and/or Department policies and procedures. They represent the necessary support services needed to deliver the State of Nevada's multi-modal transportation system.

### **List of Attachments:**

- A) State of Nevada Department of Transportation Agreements for Approval, March 14, 2018, through April 17, 2018.

### **Recommendation for Board Action:**

Approval of all agreements listed on Attachment A

**Prepared by:** Administrative Services Division

# Attachment

# A

State of Nevada Department of Transportation  
Agreements for Approval  
March 14, 2018 through April 17, 2018

Line No	Agreement No	Amend No	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Dept. Division	Dir. Office	Notes
1	11618 11718	00 00	KIMLEY-HORN & ASSOCIATES PARSONS TRANSPORTATION GROUP	ROAD SAFETY ASSESSMENT AND TRAFFIC SAFETY ENGINEERING STUDIES	Y	900,000.00	-	900,000.00	-	17-May-2018	30-Sep-2020	-	Service Provider	Safety	Sondra	05-17-18: TWO SERVICE PROVIDERS SELECTED UNDER RFP 433-17-816 TO PROVIDE ROAD SAFETY ASSESSMENTS (RSA) ON AN AS-NEEDED BASIS FOR PROJECTS STATEWIDE. THE DEPARTMENT REQUIRES THE ASSESSMENTS TO BE PERFORMED AS A FORMAL SAFETY EVALUATION OF PLANNED OR EXISTING ROADWAYS. ASSOCIATED ACTIVITIES INCLUDE SELECTING THE RSA TEAM LEADER AND TEAM MEMBERS, PREPARING RELEVANT DATA AND DOCUMENTS, CONDUCTING FIELD REVIEWS, KEEPING STAKEHOLDERS APPRAISED OF PROGRESS, AND PREPARING DRAFT AND FINAL ASSESSMENT REPORTS WITH COST ESTIMATE AND COST EFFECTIVENESS ANALYSIS, STATEWIDE. NV B/L# NVF19911015458 & NVF19781009263-R PROPOSERS: CA GROUP, ERA ENG., AND WOOD RODGERS
2	14118	00	CH2MHILL	ENGINEERING SERVICES DESIGN-BUILD	Y	4,809,121.38	-	4,809,121.38	-	17-May-2018	1-Jul-2020	-	Service Provider	Project Management	Cole	05-17-18: PROVIDE ENGINEERING SERVICES FOR A DESIGN-BUILD CONSTRUCTION PROJECT IDENTIFIED DURING THE RENO SPAGHETTI BOWL PROJECT ENVIRONMENTAL PHASE THAT IS NEEDED FOR THE CONTINUATION OF THE SOUTHBOUND I-580/US 395 DESIGN-BUILD PROJECT (RENO EARLY ACTION PROJECT). SCOPE OF SERVICES INCLUDE DEVELOPING DESIGN-BUILD PROCUREMENT AND CONTRACT DOCUMENTS, SUPPLEMENTING PRELIMINARY DESIGN PLANS AND DESIGN REFERENCE DOCUMENTS, AND SUPPORTING RIGHT-OF-WAY ACQUISITIONS SERVICES, WASHOE COUNTY. NV B/L# NVF19931065492-S
3	20518 20618 20718	00 00 00	HDR, INC. KIMLEY-HORN & ASSOCIATES PARSONS TRANSPORTATION GROUP	TRAFFIC SAFETY ENGINEERING DESIGN SERVICES	N	2,460,000.00	-	2,460,000.00	-	17-May-2018	30-Jun-2020	-	Service Provider	Safety	Sondra	05-17-18: THREE SERVICE PROVIDERS SELECTED UNDER RFP 232-17-816 TO PROVIDE TRAFFIC SAFETY ENGINEERING DESIGN SERVICES ON AN AS-NEEDED BASIS TO DELIVER TRANSPORTATION SAFETY IMPROVEMENTS ON NEVADA ROADWAYS. THESE SERVICES INCLUDE PRODUCING CONSTRUCTION PLANS, SPECIFICATIONS, COST ESTIMATES, AND PROVIDING SUPPORT FOR THE PROJECTS DURING ADVERTISING AND CONSTRUCTION. PROJECTS MAY INCLUDE ROADWAY DESIGN, PEDESTRIAN RAMP IMPROVEMENT PROJECTS, ADA DESIGN, SURVEYING, MAPPING, QUALITY ASSURANCE AND QUALITY CONTROL CONSTRUCTABILITY REVIEW, SAFETY ANALYSIS, IDENTIFYING PROJECT ALTERNATIVES, COORDINATING STAKEHOLDER MEETINGS, AND POST DESIGN ASSISTANCE, STATEWIDE. NV B/L#: NVF19851010291, NVF19911015458 & NVF19781009263-R PROPOSERS: ATKINS, CA GROUP, GCW, INC., JACOBS, WOOD RODGERS, AND WSP
4	56117	00	SLATER HANIFAN GROUP	AUGMENTATION OF CREW 906	Y	3,389,060.00	-	3,389,060.00	-	17-May-2018	31-Dec-2020	-	Service Provider	Construction	Reid	05-17-18: THE DEPARTMENT REQUIRES AUGMENTATION OF CREW 906 FOR OVERSIGHT OF THE FOLLOWING PROJECTS: PROJECT ID 60748 PROJECT NHP-160-1(028) TO WIDEN SR160, BLUE DIAMOND ROAD, FROM TWO LANES TO FOUR LANES FROM MP CL 16.51 TO MP CL 22.20, AND PROJECT ID 60785 NHP-160-1(029) ROADBED MODIFICATION FROM MP CL 21.96 TO MP NY 0.95 ARE ACCOMPLISHED IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS, AND ALL OTHER CONTRACT DOCUMENTS. CONSTRUCTION IS ANTICIPATED TO BEGIN IN 2018 AND THE OVERALL DURATION OF THESE SIMULTANEOUS PROJECTS IS ANTICIPATED TO BE FIVE HUNDRED (500) CONSTRUCTION WORKING DAYS, CLARK AND NYE COUNTIES. NV B/L#: NVD20031430130-R PROPOSERS: ATKINS CMWORKS, HDR ENGINEERING, AND 4 LEAF CONSULTING.
5	60517	00	UNITED ROAD TOWING, INC.	FREEWAY SERVICE PATROL PROGRAM	Y	13,445,236.00	-	13,445,236.00	-	17-May-2018	31-Oct-2022	-	Service Provider	Traffic Operations	Reid	05-17-18: FREEWAY SERVICE PATROL (FSP) PROGRAM WILL OPERATE IN THE RENO AND LAS VEGAS METROPOLITAN AREAS TO MITIGATE VARIOUS TRAFFIC INCIDENTS SUCH AS: CRASHES, DISABLED VEHICLES, ABANDONED VEHICLES, ROADWAY DEBRIS, STRANDED MOTORISTS, TEMPORARY TRAFFIC CONTROL, SCENE SAFETY, VEHICLE FIRES, AND CONTAINMENT OF MINOR HAZARDOUS SPILLS. SERVICES WILL INCLUDE CPR, FIRST AID, BASIC AUTOMOTIVE REPAIR, TRAFFIC INCIDENT MANAGEMENT, TEMPORARY TRAFFIC CONTROL TO MITIGATE VARIOUS TRAFFIC INCIDENTS, AND PROVIDE COORDINATION IN CONJUNCTION WITH VARIOUS FIRST RESPONDERS SUCH AS LAW ENFORCEMENT, FIRE AND RESCUE, PARAMEDICS, AND TOWING PROFESSIONALS TO RAPIDLY AND SAFELY ADDRESS COMPLEX TRAFFIC INCIDENTS REQUIRING FULL OR PARTIAL FREEWAY LANE CLOSURES, CLARK AND WASHOE COUNTIES. NV B/L#: NVF20181028639-R PROPOSERS: HDR ICA, MENZEL ENTERPRISES, AND PARSONS TRANSPORTATION GROUP.
6	61417	00	HDR, INC.	CONSTRUCTION ENGINEERING SERVICES	N	1,929,611.84	-	1,929,611.84	-	17-May-2018	31-Oct-2019	-	Service Provider	Construction	Reid	05-17-18: PROVIDE PROFESSIONAL AND TECHNICAL ENGINEERING SERVICES FOR FULL ADMINISTRATION OF DISTRICT 2'S BETTERMENT PROJECTS ON AN INTERMITTENT, AS-NEEDED BASIS WITH AS LITTLE AS TWO WEEKS' NOTICE TO ENSURE THAT THE CONSTRUCTION PROJECTS ARE ACCOMPLISHED IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS, AND ALL OTHER CONTRACT DOCUMENTS. FULL ADMINISTRATION IS NECESSARY DUE TO THE NUMBER OF BETTERMENT PROJECTS ANTICIPATED AND THE WORKLOAD OF DISTRICT 2'S CONSTRUCTION CREWS, CARSON CITY, CHURCHILL, DOUGLAS, HUMBOLDT, LANDER, LYON, AND MINERAL COUNTIES. NV B/L#: NVF19851010291-R PROPOSERS: BLACK EAGLE CONSULTING, CME, INC., AND DIVERSIFIED CONSULTING.

# Line Item 1

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

P433-17-816  
For Agreement Services Only

Request to Solicit Services and Budget Approval (2A)  
Amendments for time extensions (time only) do not require a form 2a

Initial Budget Request      Request for Amendment #:      Agreement #:

If Amendment, name of Company:

Project ID #(s): None

Type of Services: Engineering

Originated by: Jaime Tuddao

Division: Safety Eng

Date Originated: 6/29/2017

 Division Head/District Engineer: Ken Mammen

Budget Category #: 06

Object #: 814P

Organization #: C816

Estimated Cost: \$900,000.00

Type of Funding: Federal

% of Fund: 95

Funding Notes:

State Fiscal Year(s): 18-19

\$900,000.00 (\$855,000 95% Federal; \$45,000 5% state (\$450,000 each Fiscal Year).

This project is scheduled in the PSAMS.

Financial Management:

DocuSigned by:  
Donna Spelts      7/10/2017  
Signature      Date

Approval of this form by the Financial Management Division, Budget Section, provides funding authority for the services described. Actual availability of funds and the monitoring of actual expenditures must be determined by the Division Head.

Project Accounting:

DocuSigned by:  
Norfa Lanuza      7/10/2017  
Signature      Date

Director:

Requires Transportation Board Presentation

Does not require Transportation Board presentation

DocuSigned by:  
Randy May      7/11/2017  
Signature      Date




**STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION**

For Agreement Services Only  
P433-17-816

**Attachments:**

Budget by Organization Report (Report No. NBDM30) attached here: 

If Amendment, attach original Agreement here:

Any additional information to attach: Yes 

**Purpose of, and Justification for, Budget Request:**

One of the guiding principles of the Nevada Strategic Highway Safety Plan (SHSP) is to integrate traffic safety engineering type improvements across the entire system of roads and coordinate with all state and local agencies that have a hand in addressing traffic safety issues on public roads.

In the interest of optimizing transportation safety, Traffic Safety Engineering Division requests approval to solicit engineering services and budget approval for a Request for Proposal for Statewide Road Safety Assessments on Nevada roadways. The estimated cost for the above services is \$900,000.00, 95% Federal Aid, 5% state funding for FY 18 & 19 with an option extending to FY 20 & 21 contingent upon availability of fund. Also, Traffic Safety Engineering is considering contracting with two (2) consultants for these services on an as-needed basis (by Task Order).

**Scope of Services:**

Please Attachment A



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

April 11, 2018

**TO:** Sondra Rosenberg, Assistant Director Planning

**FROM:** Ken Mammen, Chief Traffic Safety Engineer *KM*

**SUBJECT:** Negotiation Summary for Master Agreement RFP 433-17-816, Road Safety Assessment and Engineering Studies

---

A negotiation meeting was held at NDOT conference room in Carson City on February 21, 2018 with Kimley-Horn and Associates staff (SERVICE PROVIDER), and NDOT Traffic Safety Engineering staff (DEPARTMENT) in attendance. The SERVICE PROVIDER chosen was the most qualified through the Request for Proposal (RFP).

The following key items were discussed:

1. As a result of RFP 433-17-816, two (2) Master Service Agreements have been awarded with SERVICE PROVIDERs to perform the Scope of Services. Work will be issued by Task Order. All Master Service Agreement SERVICE PROVIDERs will be invited to submit a response to a Request for Approach (RFA) when each task is identified. RFAs will be evaluated and ranked by the DEPARTMENT's Project Manager, with final ranking approved by the DEPARTMENT Division Head. The top-ranked SERVICE PROVIDER will be awarded the Task Order. The total amount of Task Orders issued to all SERVICE PROVIDERs related to the Scope of Services under RFP 433-17-816 shall not exceed sum of \$900,000.00 (\$855,000.00, 95% Federal Aid; \$45,000.00, 5% State funding) which includes the fixed fee.
2. The Master Agreement shall be for FFY 18 through FFY 19 with an option extending to another two years (FFY 20 & 21) contingent upon availability of fund.
3. Each Task Order scope of services and cost estimates will be discussed and negotiated by the DEPARTMENT to the successful SERVICE PROVIDER.
4. The scope of services that are to be provided by the SERVICE PROVIDER was reaffirmed by both parties at the outset which may include, but are not limited to the tasks indicated in Attachment A.
5. There is no Disadvantage Business Enterprise (DBE) goal for this agreement.

6. Agreed Fixed Fee is 12.00% (please see attached Fixed Fee calculation).
7. The SERVICE PROVIDER overhead rate of 197.02% of direct labor costs, plus 0.51% of direct labor costs for Facilities Capital Cost of Money rate (FCCM) was verified and provided by Audit Services Division. No fixed fee is payable on this FCCM cost item.
8. Key personnel who will be dedicated to this project are as follows:

<b>Title</b>	<b>Name</b>
Project Manager/Facilitator	Mike Colety, P.E., PTOE
Project Principal/QA/QC	Ken Ackeret, P.E., PTOE, PhD
Task Manager	Molly O'Brien
Task Manager	Lindsay Saner
Traffic/ITS Alternatives Engr	Michael Mosley, P.E., PTOE
Electrical Engineer	Dene Egami, P.E.
Traffic Engineer	Devin Moore, P.E.
Traffic Engineer	David Giacomini, P.E.
Traffic Engineer	Jacob Farnsworth, P.E.
Senior Roadway Engineer	Shannon Ahartz, P.E.
Roadway Engineer	David Tusler, P.E.

**Sub-consultant:**

Silver State Traffic Data Collection (A Nevada DBE firm)  
 1819 Quarley Place  
 Henderson, Nevada 89041  
 Susan Thomason, Owner  
 (702) 898-1968  
 sstraffic@msn.com

Reviewed and Approved:

  
 \_\_\_\_\_  
 Sondra Rosenberg  
 Assistant Director Planning

Cc: Agreement Services

## Attachment A Scope of Services

### **Background:**

SERVICE PROVIDER will perform Road Safety Assessments (RSAs) on Nevada roadways statewide.

### **1.1 Identify Interdisciplinary RSA Team**

The SERVICE PROVIDER's Team Leader will conduct a Road Safety Assessment (RSA) and meet with the DEPARTMENT RSA Project Manager (PM) regarding the project scope, goals, objectives, and expected audit report completion date. RSA project locations are statewide. Any known safety constraints or issues will be discussed by the DEPARTMENT's RSA PM during this meeting. The SERVICE PROVIDER's team leader will determine the required disciplines and will coordinate with individuals from federal, state and local transportation personnel with special skills in traffic safety, law enforcement, and emergency medical services.

The SERVICE PROVIDER's team leader will coordinate the RSA schedule with the team members. The audit team members shall be independent of the project designers.

**Deliverables:** List of RSA Team Participants contacted with their corresponding profession, agency, e-mail address and phone number, reason for acceptance or decline, invitation letter/memo or copy of e-mail sent to potential auditors, list of recruited RSA team members, and RSA schedule.

### **1.2 Prepare Relevant Data and Documents**

The SERVICE PROVIDER's key personnel will research available data and documents, and will coordinate with the DEPARTMENT's RSA PM in obtaining the other relevant data and documents within the DEPARTMENT that are needed by the audit team members. The requested relevant data and documents that are available within DEPARTMENT will be provided by the DEPARTMENT's RSA PM to the SERVICE PROVIDER's team leader. They will include a brief statement of the project scope, road name, location, milepost limit, county, project title, and number.

The SERVICE PROVIDER must provide to the team members, at least one week before the audit-briefing meeting (unless a shorter time is allowed by the DEPARTMENT), the relevant data and documents as specified in the FHWA RSA Procedures and Guidelines, which include, but are not limited to, crash data on GIS map, and crash data summary on intersection and/or segment by crash type and severity.

**Deliverables:** Compiled copy of relevant data and documents given to each team member.

### **1.3 Conduct RSA Briefing Meeting**

The SERVICE PROVIDER's team leader will schedule the briefing meeting, and notify the RSA team members, DEPARTMENT Project Manager and RSA PM. The SERVICE PROVIDER's team leader will acquire a meeting venue and ensure that all visual aids such as PowerPoint projector and white board (if needed) are available for the meeting. Meeting location will be determined in the appropriate Task Order. The SERVICE PROVIDER's team leader will preside over the meeting and ensure that the following goals are accomplished:

- 1.3.1** Allow all team members to introduce themselves and give a brief description of their experience. The DEPARTMENT's PM and RSA PM may be present during the meeting to give clarification on intricate safety issues.

- 1.3.2 Explain the RSA scope, objectives and goals of the selected project to the team.
- 1.3.3 Identify team roles, responsibilities, evaluation and reporting procedure.
- 1.3.4 Lead discussion with the team about the project with relevant data and documents, including, but not limited to, crash data, traffic volume history, aerial photographs, design drawings, previous studies/reports and design criteria and known safety constraints or issues that were discussed by the DEPARTMENT's RSA PM with the SERVICE PROVIDER's team leader in Section 1.1. (above).
- 1.3.5 Discuss and set RSA completion schedule and report delivery date.

**Deliverables:** Meeting minutes which are brief and to the point.

#### 1.4 Perform Field Reviews

After the briefing meeting, the team leader will lead the field review that will include both daytime and nighttime reviews. The field review may also include peak period and off-peak period observations, which will be determined by the team during the briefing meeting.

The SERVICE PROVIDER's team leader must ensure that the field review is conducted in a manner that is safe and maximizes time and effort. The SERVICE PROVIDER's team leader must provide field instruments such as safety vests and hats, tape recording machines, cameras, flashlights and measuring instruments.

The team shall travel as a unit in a van stopping at different designated places to discuss the team observations and safety improvements. If the DEPARTMENT is unable to supply a van, the SERVICE PROVIDER's team leader will be responsible for supplying a van. The team leader will designate a driver, note recorder and photographer from among the team members. Where appropriate, the RSA team will walk the audit site. The field review will include but is not limited to, observations of road users' characteristics, surrounding land uses, and traffic flow within and nearby the study area.

**Deliverables:** Photos, field review notes and team member sketches.

#### 1.5 Conduct Debriefing Meeting

At the end of the field review, the SERVICE PROVIDER's team leader will conduct a debriefing meeting to discuss and consolidate the team findings to formulate and prioritize the identified safety recommendations. Meeting location will be determined in the appropriate Task Order.

The team will decide, by consensus, which recommendations are to be included in the report. The recommendations should be practical and should not significantly deviate from the project scope and cost. Any comments, observations and safety improvement recommendations that do not go forward will be put into a spreadsheet and recorded together with the reasons why the issues are not to be considered. Safety improvement recommendations that are carried forward will be included in the report.

The SERVICE PROVIDER's team leader will meet with the DEPARTMENT PM and RSA PM for the preliminary review of the findings and recommendations of the audited roadway.

**Deliverables:** RSA team findings and safety improvement recommendations. The lists of comments, observations and recommendations that were not considered by the audit team in spreadsheet format shall also be submitted.

#### 1.6 Conduct RSA Cost Analysis

The SERVICE PROVIDER will provide cost analysis needed to support the safety improvement

recommendations by the RSA team. The analysis includes cost estimating and benefit to cost ratio (if applicable). From the cost analysis results, safety improvements (recommended by the RSA team) will be prioritized and categorized as low, medium and high cost improvements.

**Deliverables:** Cost analysis results and list of safety improvement recommendations by priority and category.

### **1.7 Prepare Draft RSA Findings Report**

The SERVICE PROVIDER will write the draft audit report ensuring that all agreed upon comments and recommendations discussed during the debriefing meeting are included in the report.

The draft RSA report shall prioritize and categorize safety issues with recommended safety improvements. The SERVICE PROVIDER must provide preliminary cost estimates and benefit/cost analyses (if applicable) for the recommended safety improvements.

If applicable, each recommended safety improvement should be provided with Safety Performance Function (predicted crash frequency) by Crash Modification Factors (Highway Safety Manual). The SERVICE PROVIDER's team leader shall forward the draft RSA report to the team members for their review and comments prior to submission of the draft report to the DEPARTMENT.

### **1.8 Present Draft RSA Findings Report to DEPARTMENT Safety Engineering and Design Project Manager**

Following the completion of the Draft RSA Report, the SERVICE PROVIDER's team leader (team members may be present) shall present the RSA findings to the DEPARTMENT's Safety Engineering Division and subsequently, to the Design Project Manager.

**Deliverables:** Draft RSA Findings Report including all pertinent documents.

### **1.9 Final RSA Findings Report Submission to DEPARTMENT**

After all comments that came from the presentation of the draft RSA report to the DEPARTMENT's Safety Engineering Division are duly addressed and incorporated into the report, the SERVICE PROVIDER's team leader will submit the final report to the DEPARTMENT's RSA PM in accordance with the schedule agreed upon between the DEPARTMENT and successful Proposer. The final report, including all pertinent documents, shall be wet stamped by the successful Proposer.

**Deliverables:** Final RSA Report (hard copy) including all pertinent documents and a CD containing the final report (Word document and PDF) and all photos.

### **2.0 Post RSA**

The SERVICE PROVIDER's Team Leader and the DEPARTMENT's RSA PM will convene after the RSA is completed to assess the quality of the RSA, and to evaluate the contribution of the individual RSA team members.

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

P433-17-816  
For Agreement Services Only

Request to Solicit Services and Budget Approval (2A)  
Amendments for time extensions (time only) do not require a form 2a

Initial Budget Request      Request for Amendment #:      Agreement #:

If Amendment, name of Company:

Project ID #(s): None

Type of Services: Engineering

Originated by: Jaime Tuddao

Division: Safety Eng

Date Originated: 6/29/2017

 Division Head/District Engineer: Ken Mammen

Budget Category #: 06

Object #: 814P

Organization #: C816

Estimated Cost: \$900,000.00

Type of Funding: Federal

% of Fund: 95

Funding Notes:

State Fiscal Year(s): 18-19

\$900,000.00 (\$855,000 95% Federal; \$45,000 5% state (\$450,000 each Fiscal Year).

This project is scheduled in the PSAMS.

Financial Management:

DocuSigned by:  
Donna Spelts      7/10/2017  
Signature      Date

Approval of this form by the Financial Management Division, Budget Section, provides funding authority for the services described. Actual availability of funds and the monitoring of actual expenditures must be determined by the Division Head.

Project Accounting:

DocuSigned by:  
Norfa Lanuza      7/10/2017  
Signature      Date

Director:

Requires Transportation Board Presentation

Does not require Transportation Board presentation

DocuSigned by:  
Randy May      7/11/2017  
Signature      Date


**STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION**

For Agreement Services Only  
P433-17-816

**Attachments:**

Budget by Organization Report (Report No. NBDM30) attached here: 

If Amendment, attach original Agreement here:

Any additional information to attach: Yes 

**Purpose of, and Justification for, Budget Request:**

One of the guiding principles of the Nevada Strategic Highway Safety Plan (SHSP) is to integrate traffic safety engineering type improvements across the entire system of roads and coordinate with all state and local agencies that have a hand in addressing traffic safety issues on public roads.

In the interest of optimizing transportation safety, Traffic Safety Engineering Division requests approval to solicit engineering services and budget approval for a Request for Proposal for Statewide Road Safety Assessments on Nevada roadways. The estimated cost for the above services is \$900,000.00, 95% Federal Aid, 5% state funding for FY 18 & 19 with an option extending to FY 20 & 21 contingent upon availability of fund. Also, Traffic Safety Engineering is considering contracting with two (2) consultants for these services on an as-needed basis (by Task Order).

**Scope of Services:**

Please Attachment A





1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

April 16, 2018

**TO:** Sondra Rosenberg, Assistant Director Planning

**FROM:** Ken Mammen, Chief Traffic Safety Engineer *KM*

**SUBJECT:** Negotiation Summary for Master Agreement, RFP 433-17-816 Road Safety Assessment and Engineering Studies

---

A negotiation meeting was held at NDOT conference room in Carson City on February 15, 2018 with Parsons Transportation Group staff (SERVICE PROVIDER), and NDOT Traffic Safety Engineering staff (DEPARTMENT) in attendance. The SERVICE PROVIDER chosen was the most qualified through the Request for Proposal (RFP).

The following key items were discussed:

1. As a result of RFP 433-17-816, two (2) Master Service Agreements have been awarded with SERVICE PROVIDERs to perform the Scope of Services. Work will be issued by Task Order. All Master Service Agreement SERVICE PROVIDERs will be invited to submit a response to a Request for Approach (RFA) when each task is identified. RFAs will be evaluated and ranked by the DEPARTMENT's Project Manager, with final ranking approved by the DEPARTMENT Division Head. The top-ranked SERVICE PROVIDER will be awarded the Task Order. The total amount of Task Orders issued to all SERVICE PROVIDERs related to the Scope of Services under RFP 433-17-816 shall not exceed sum of \$900,000.00 (\$855,000.00, 95% Federal Aid; \$45,000.00, 5% State funding) which includes the fixed fee.
2. The Master Agreement shall be for FFY 18 through FFY 19 with an option extending to another two years (FFY 20 & 21) contingent upon availability of fund.
3. Each Task Order scope of services and cost estimates will be discussed and negotiated by the DEPARTMENT to the successful SERVICE PROVIDER.
4. The scope of services that are to be provided by the SERVICE PROVIDER was reaffirmed by both parties at the outset which may include, but are not limited to the tasks indicated in Attachment A.
5. There is no Disadvantage Business Enterprise (DBE) goal for this agreement.

6. Agreed Fixed Fee is 12.00% (please see attached Fixed Fee calculation).
7. The SERVICE PROVIDER overhead rate of 122.91% of direct labor costs, plus 0.025060% of direct labor costs for Facilities Capital Cost of Money rate (FCCM) was verified and provided by Audit Services Division. No fixed fee is payable on this FCCM cost item.
8. Key personnel who will be dedicated to this project are as follows:

Name	Role
J.P. Woyton, P.E.	Project Manager / RSA Team Leader
Mike Manthey, P.E.	RSA Team Leader
Jeff Foltz, P.E.	RSA Team Leader
Pat Gallagher	Law Enforcement / Emergency Response
Garth Oksol, P.E.	Coordination & Support
Dianna Maragakis, P.E.	Safety Analysis / Report Prep Support
Skye Gentile, P.E.	Safety Analysis / Report Prep Support
Helayne Dominquez	GIS / Safety Analysis / Report Prep Support
Scott Sayles	Safety Engineering Review
Mark Raybuck	Mobile App Development
Susan Kildoo	Admin & Support
Andrew Hands	GIS / Database
Eric Coumou	GIS / Support


**Sub-consultants:**

Stanley Consultants  
 5820 S. Eastern Avenue, Suite 200  
 Las Vegas, NV 89119

MAPCA Surveying & Mapping Solutions  
 580 Mt Rose St,  
 Reno, NV 89509  
 (775) 432-2067

National Data & Surveying Services  
 1535 S La Cienega Blvd,  
 Los Angeles, CA 90035  
 (323) 782-0090

Reviewed and Approved:

  
Sondra Rosenberg  
 Assistant Director Planning

Cc: Agreement Services

## **Attachment A Scope of Services**

### **Background:**

SERVICE PROVIDER will perform Road Safety Assessments (RSAs) on Nevada roadways statewide.

### **1.1 Identify Interdisciplinary RSA Team**

The SERVICE PROVIDER's Team Leader will conduct a Road Safety Assessment (RSA) and meet with the DEPARTMENT RSA Project Manager (PM) regarding the project scope, goals, objectives, and expected audit report completion date. RSA project locations are statewide. Any known safety constraints or issues will be discussed by the DEPARTMENT's RSA PM during this meeting. The SERVICE PROVIDER's team leader will determine the required disciplines and will coordinate with individuals from federal, state and local transportation personnel with special skills in traffic safety, law enforcement, and emergency medical services.

The SERVICE PROVIDER's team leader will coordinate the RSA schedule with the team members. The audit team members shall be independent of the project designers.

**Deliverables:** List of RSA Team Participants contacted with their corresponding profession, agency, e-mail address and phone number, reason for acceptance or decline, invitation letter/memo or copy of e-mail sent to potential auditors, list of recruited RSA team members, and RSA schedule.

### **1.2 Prepare Relevant Data and Documents**

The SERVICE PROVIDER's key personnel will research available data and documents, and will coordinate with the DEPARTMENT's RSA PM in obtaining the other relevant data and documents within the DEPARTMENT that are needed by the audit team members. The requested relevant data and documents that are available within DEPARTMENT will be provided by the DEPARTMENT's RSA PM to the SERVICE PROVIDER's team leader. They will include a brief statement of the project scope, road name, location, milepost limit, county, project title, and number.

The SERVICE PROVIDER must provide to the team members, at least one week before the audit-briefing meeting (unless a shorter time is allowed by the DEPARTMENT), the relevant data and documents as specified in the FHWA RSA Procedures and Guidelines, which include, but are not limited to, crash data on GIS map, and crash data summary on intersection and/or segment by crash type and severity.

**Deliverables:** Compiled copy of relevant data and documents given to each team member.

### **1.3 Conduct RSA Briefing Meeting**

The SERVICE PROVIDER's team leader will schedule the briefing meeting, and notify the RSA team members, DEPARTMENT Project Manager and RSA PM. The SERVICE PROVIDER's team leader will acquire a meeting venue and ensure that all visual aids such as PowerPoint projector and white board (if needed) are available for the meeting. Meeting location will be determined in the appropriate Task Order. The SERVICE PROVIDER's team leader will preside over the meeting and ensure that the following goals are accomplished:

- 1.3.1** Allow all team members to introduce themselves and give a brief description of their experience. The DEPARTMENT's PM and RSA PM may be present during the meeting to give clarification on intricate safety issues.

- 1.3.2 Explain the RSA scope, objectives and goals of the selected project to the team.
- 1.3.3 Identify team roles, responsibilities, evaluation and reporting procedure.
- 1.3.4 Lead discussion with the team about the project with relevant data and documents, including, but not limited to, crash data, traffic volume history, aerial photographs, design drawings, previous studies/reports and design criteria and known safety constraints or issues that were discussed by the DEPARTMENT's RSA PM with the SERVICE PROVIDER's team leader in Section 1.1. (above).
- 1.3.5 Discuss and set RSA completion schedule and report delivery date.

**Deliverables:** Meeting minutes which are brief and to the point.

#### 1.4 Perform Field Reviews

After the briefing meeting, the team leader will lead the field review that will include both daytime and nighttime reviews. The field review may also include peak period and off-peak period observations, which will be determined by the team during the briefing meeting.

The SERVICE PROVIDER's team leader must ensure that the field review is conducted in a manner that is safe and maximizes time and effort. The SERVICE PROVIDER's team leader must provide field instruments such as safety vests and hats, tape recording machines, cameras, flashlights and measuring instruments.

The team shall travel as a unit in a van stopping at different designated places to discuss the team observations and safety improvements. If the DEPARTMENT is unable to supply a van, the SERVICE PROVIDER's team leader will be responsible for supplying a van. The team leader will designate a driver, note recorder and photographer from among the team members. Where appropriate, the RSA team will walk the audit site. The field review will include but is not limited to, observations of road users' characteristics, surrounding land uses, and traffic flow within and nearby the study area.

**Deliverables:** Photos, field review notes and team member sketches.

#### 1.5 Conduct Debriefing Meeting

At the end of the field review, the SERVICE PROVIDER's team leader will conduct a debriefing meeting to discuss and consolidate the team findings to formulate and prioritize the identified safety recommendations. Meeting location will be determined in the appropriate Task Order.

The team will decide, by consensus, which recommendations are to be included in the report. The recommendations should be practical and should not significantly deviate from the project scope and cost. Any comments, observations and safety improvement recommendations that do not go forward will be put into a spreadsheet and recorded together with the reasons why the issues are not to be considered. Safety improvement recommendations that are carried forward will be included in the report.

The SERVICE PROVIDER's team leader will meet with the DEPARTMENT PM and RSA PM for the preliminary review of the findings and recommendations of the audited roadway.

**Deliverables:** RSA team findings and safety improvement recommendations. The lists of comments, observations and recommendations that were not considered by the audit team in spreadsheet format shall also be submitted.

#### 1.6 Conduct RSA Cost Analysis

The SERVICE PROVIDER will provide cost analysis needed to support the safety improvement

recommendations by the RSA team. The analysis includes cost estimating and benefit to cost ratio (if applicable). From the cost analysis results, safety improvements (recommended by the RSA team) will be prioritized and categorized as low, medium and high cost improvements.

**Deliverables:** Cost analysis results and list of safety improvement recommendations by priority and category.

### **1.7 Prepare Draft RSA Findings Report**

The SERVICE PROVIDER will write the draft audit report ensuring that all agreed upon comments and recommendations discussed during the debriefing meeting are included in the report.

The draft RSA report shall prioritize and categorize safety issues with recommended safety improvements. The SERVICE PROVIDER must provide preliminary cost estimates and benefit/cost analyses (if applicable) for the recommended safety improvements.

If applicable, each recommended safety improvement should be provided with Safety Performance Function (predicted crash frequency) by Crash Modification Factors (Highway Safety Manual). The SERVICE PROVIDER's team leader shall forward the draft RSA report to the team members for their review and comments prior to submission of the draft report to the DEPARTMENT.

### **1.8 Present Draft RSA Findings Report to DEPARTMENT Safety Engineering and Design Project Manager**

Following the completion of the Draft RSA Report, the SERVICE PROVIDER's team leader (team members may be present) shall present the RSA findings to the DEPARTMENT's Safety Engineering Division and subsequently, to the Design Project Manager.

**Deliverables:** Draft RSA Findings Report including all pertinent documents.

### **1.9 Final RSA Findings Report Submission to DEPARTMENT**

After all comments that came from the presentation of the draft RSA report to the DEPARTMENT's Safety Engineering Division are duly addressed and incorporated into the report, the SERVICE PROVIDER's team leader will submit the final report to the DEPARTMENT's RSA PM in accordance with the schedule agreed upon between the DEPARTMENT and successful Proposer. The final report, including all pertinent documents, shall be wet stamped by the successful Proposer.

**Deliverables:** Final RSA Report (hard copy) including all pertinent documents and a CD containing the final report (Word document and PDF) and all photos.

### **2.0 Post RSA**

The SERVICE PROVIDER's Team Leader and the DEPARTMENT's RSA PM will convene after the RSA is completed to assess the quality of the RSA, and to evaluate the contribution of the individual RSA team members.

# Line Item 2

141-18-015 REVISED

**Request to Solicit Services and Budget Approval (2A)**  
Amendments for time extensions (time only) do not require a form 2a

Initial Budget Request      x Request for Amendment #: n/a      Agreement #: 141-18-015

If Amendment, name of Company: CH2M

Project ID #(s): UNASSIGNED

Type of Services: Engineering Services for Design-Build Procurement

Originated by: Dale Keller      Division: Project Mgmt      Date Originated: 4/26/2018

Division Head/District Engineer: Nick Johnson

Budget Category #: 06      Object #: 814Z      Organization #: 015

Estimated Cost: \$5,000,000.00      Type of Funding: State      % of Fund: 100

Funding Notes:      State Fiscal Year(s): 18,19,20

FY19=\$300,000.00 FY19=\$4,000,000 FY20=\$700,000

**Financial Management:**

DocuSigned by:  
Donna Spelts      4/30/2018  
8A78D93AD716314      Signature      Date

Approval of this form by the Financial Management Division, Budget Section, provides funding authority for the services described. Actual availability of funds and the monitoring of actual expenditures must be determined by the Division Head.

**Project Accounting:**

DocuSigned by:  
Norfa Lanuza      4/30/2018  
3BAB63AE0208114      Signature      Date

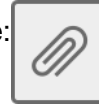
**Director:**

- Requires Transportation Board Presentation
- Does not require Transportation Board presentation

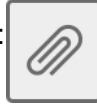
DocuSigned by:  
Rudy May      5/1/2018  
C4C7CE5CD588114      Signature      Date

**Attachments:**

Budget by Organization Report (Report No. NBDM30) attached here:



If Amendment, attach original Agreement here:



Any additional information to attach: No

**Purpose of, and Justification for, Budget Request:**

This 2A is to revise the original request approved on April 14, 2018. The original request (attached) did not account for engineering design plans needed to supplement reference documentation needed for the design-build procurement. After negotiations with the service provider, the total amount of the agreement exceeded the approved budget by \$1,500,000.00.

**Scope of Services:**

Engineering Services for the delivery of an early design-build construction project identified during the Reno Spaghetti Bowl Project environmental phase, and such project is necessary for the Southbound I-580/U.S. 395 Design-Build Project or otherwise known as the Reno Early Action Project. Scope of Services include developing design-build procurement and contract documents, supplementing preliminary design plans and design reference documents, and supporting right-of-way acquisitions services.



STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

## MEMORANDUM

April 24, 2018

**TO:** Cole Mortensen, Assistant Director - Engineering

**FROM:** Dale Keller, Senior Project Manager

**SUBJECT:** Negotiation Summary for Reno Early Action Project

Initial meetings to discuss the project and scope of work was held via conference calls between John Taylor, Leo Huston, and Ravee Raveendra from CH2M, and Dale Keller, Devin Cartwright, and Michael Griswold from the Nevada Department of Transportation (Department). The scope of work, assumptions, and deliverables were discussed and agreed upon for the scope of work to complete NEPA and deliver FEIS/ROD, and preliminary design.

A negotiation meeting was held in Carson City on April 13, 2018, with John Taylor from CH2M Hill, and Dale Keller from the Department. NDOT technical personnel assisted in the scope negotiations for the specific disciplines.

A third negotiation meeting was held via conference call on April 24<sup>th</sup> with John Taylor from CH2M and Dale Keller Department. The final scope and fee was agreed upon.

The scope of services that are to be provided by the SERVICE PROVIDER was reaffirmed by both parties at the outset.

1. Preparation of a Request for Qualifications and a Request for Proposals and assisting Department with the procurement of the design-build contract.
2. Provide cost, schedule, and document control.
3. Supplement preliminary design plans and design reference documents.
4. Provide project progress reports and participating in project meetings.
5. Preparation and implementation of a Design Quality Management Plan.
6. If requested, management and administration support of the design-build contract during construction under a separate Agreement amendment.

The following schedule was agreed to by both parties:

Issue Request for Qualifications (RFQ): May 2018

Issue Draft Request for Proposals (DRFP): August 2018

Issue Final Request for Proposals (RFP): November 2018

Design-build contractor selection and contract award: July 2019

Key sub-consultant information regarding Project Descriptions on active Agreements (please include agreement numbers):

CH2M  
Stanley  
Lage Design

Engineering Services  
Engineering Services  
Landscape and Aesthetic Services

Sub-consultant	Project	Prime/Sub
CH2M	SR160 Phase 2	Sub
	Project NEON Program Management	Prime
	SR28 Bikeway & Improvements, North Demonstration Project	Prime
	Nevada Statewide Freight Plan	Sub
	Reno Spaghetti Bowl	Prime
Stanley	Project NEON Program Management	Sub
	I-80 Verdi ICE	Prime
	SR28 Bikeway & Improvements, ICE	Prime
	Reno Spaghetti Bowl	Sub
Lage Design	Reno Spaghetti Bowl	Sub


The SERVICE PROVIDER's original estimate was \$6,493,852.01 including direct labor (25,629 man-hours of work by the SERVICE PROVIDER), overhead rate of 102.5%, a 12% fee, and direct expenses at \$364,826.80 (including sub-consultant expenses).

The overhead rate of 103.33% was provided by SERVICE PROVIDER and will be adjusted on a yearly basis by the Internal Audit Division.

The negotiations yielded the following:

1. There will be 18,418 total man-hours allotted throughout the course of this agreement at a direct labor cost of \$1,229,092.98.
2. Based upon the direct labor costs and an overhead rate of 103.33%, the overhead amount will be \$1,720,735.50.
3. A fee of 12% was agreed to by both parties and the fee is based time and materials of direct cost.
4. The direct expenses agreed to total \$300,661.10 for reproduction, communication, travel and per diem. There will be no direct compensation for computer time.
5. The total Subconsultant cost is \$1,399,632.80. Legal support cost is \$450,000.00.
6. The total negotiated cost for this agreement, including direct labor, overhead, fee and direct expenses will be \$4,809,121.38.

Reviewed and Approved:

DocuSigned by:  
  
 5F9A0E81C54047A...  
 Assistant Director

Nevada Department of Transportation  
Scope of Services  
Reno Early Action Project Design Build Project  
Program Management

May 1, 2018

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## PROJECT BACKGROUND

### PROPOSAL FOR DESIGN COMPLIANCE ADMINISTRATION SCOPE OF SERVICES

The Southbound I-580 / U.S. 395 design-build Project (PROJECT) will provide for a high-quality, aesthetic, durable, and maintainable facility; improve operations and safety for the public, maintain stakeholders' trust; and uphold the DEPARTMENT's integrity. The PROJECT is a proposed Interstate 580 (I-580) reconstruction from Interstate 80 (I-80) in Washoe County to the Villanova Exit, approximately 2 miles total. This estimated \$150 million PROJECT would provide a lane continuity for the southbound freeway and the entering southbound system ramps as well as solve weaving distance deficiencies between 2<sup>nd</sup> Street/Glendale Avenue and Mill Street. Signing and Striping modifications for Eastbound I-80 from approximately Wells to I-580 / U.S. 395 to supply two general purpose lanes to the E-S and E-N exit are also included in the scope of this work.

To meet the desired notice to proceed of a design-build contract for the PROJECT in July of 2019, the following is the preliminary schedule for the PROJECT's design-build procurement process:

Issue Request for Qualifications (RFQ): May, 2018

Issue Draft Request for Proposals (DRFP): August, 2018

Issue Final Request for Proposals (RFP): November, 2018

Design-build contractor selection and contract award: May, 2019

## 1 GENERAL REQUIREMENTS

The SERVICE PROVIDER will assist the DEPARTMENT in managing the delivery of the PROJECT by the Design-Build (DB) method. The SERVICE PROVIDER will prepare PROJECT-specific design-build procurement and contract documents based on the documents provided by the DEPARTMENT. DEPARTMENT will provide the SERVICE PROVIDER with all relevant electronic documents to facilitate maximum efficiency in developing program documents for the PROJECT. Such documents include, but are not limited to: Instructions to Proposers; Request for Qualifications; Request for Proposals; and Performance Specifications, including all attachments and appendices. The SERVICE PROVIDER will document review by DEPARTMENT and the construction industry, and will assist DEPARTMENT in managing the evaluation and selection process for the PROJECT.

The SERVICE PROVIDER will assist DEPARTMENT with the administration of the design-build contract at the option of DEPARTMENT if the PROJECT is awarded for design and construction. The scope and price for this additional work will be developed in the future as an amendment to this Agreement at the request of DEPARTMENT.

The SERVICE PROVIDER will provide the required staff, resources, and expertise to effectively execute the services required under this scope of services. The specific tasks and scope of work for the program management services (Scope of Services) are described in the following sections. The program management tasks and activities include, but are not limited to:

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- Collection and review of pertinent Record Drawings, PROJECT reports, data and other information.
- Preparation of a Request for Qualifications and a Request for Proposals and assisting DEPARTMENT with the procurement of the design-build contract.
- Providing cost, schedule, and document control.
- Providing PROJECT progress reports and participating in PROJECT meetings.
- Preparation and implantation of a Design Quality Management Plan.
- If requested, management and administration support of the design-build contract during construction under a separate Agreement amendment.

The SERVICE PROVIDER shall obtain, review, and make use of available PROJECT data and information including, but not limited to, plans, cost estimates, environmental documents and technical studies, advance planning studies, agreements and other PROJECT information provided by DEPARTMENT and/or in the possession of the SERVICE PROVIDER. The SERVICE PROVIDER shall also obtain, review, and comply with all existing laws, policies, procedures, standards, and requirements of DEPARTMENT, and local and regulatory agencies that are applicable and govern the procurement, design, and construction of the PROJECT.

PROJECT designs and deliverables for inclusion into the design-build contract documents shall be in English units and conform to DEPARTMENT policies, procedures, and standards approved at the time of design. All plans shall be developed in MicroStation's V8i, and shall not be converted from another format. All plans, reports and other deliverables prepared by the SERVICE PROVIDER shall be sealed by a Registered Professional Engineer as required by the Nevada State Board of Registered Professional Engineers and Land Surveyors (Board) and Nevada Revised Statutes (NRS). A Registered Land Surveyor as required by the Board must seal final plans for Cadastral Control.

DEPARTMENT shall coordinate efforts with the adjacent on-going or proposed projects in the PROJECT area.

The SERVICE PROVIDER shall provide all office space, furniture, telephones, vehicles, equipment, services, supplies and reprographic and delivery services, other materials, and services required or requested for performance of this Scope of Services.

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## **2 DESIGN BUILD PROGRAM MANAGEMENT**

The management of the PROJECT shall include, but not be limited to, facilitating PROJECT meetings, drafting PROJECT correspondence, maintaining comprehensive PROJECT files, coordinating with PROJECT stakeholders, and providing assistance as required by DEPARTMENT's PROJECT Manager.

The SERVICE PROVIDER shall work with DEPARTMENT to develop and maintain a preliminary PROJECT schedule in format acceptable to the DEPARTMENT that shall incorporate and reflect PROJECT limitations and phasing as they are developed.

SERVICE PROVIDER shall provide a meeting place, work with the participants to set a schedule for meetings, provide an agenda based on PROJECT needs and participant requests, and compose and distribute meeting minutes. The SERVICE PROVIDER may be asked to correspond directly with PROJECT stakeholders, DEPARTMENT staff and agencies when appropriate, however the DEPARTMENT's PROJECT Manager shall be the first individual informed. The SERVICE PROVIDER and DEPARTMENT PROJECT Manager will coordinate all meetings and field reviews

### **2.1 PROJECT MANAGEMENT SUPPORT**

SERVICE PROVIDER will provide a Project Manager to support the NDOT Project Manager (PM), coordinate consultant activities, staff the project, assist with communications, participate in meetings, oversee the SERVICE PROVIDER'S tasks, and advise the NDOT management. The SERVICE PROVIDER'S project manager will provide staff planning and resources requirements to meet Project schedule commitments, including highway, structural, drainage, utilities, traffic, and geotechnical engineers and support staff required to perform the oversight and independent quality assurance reviews.

The SERVICE PROVIDER will provide administrative, including but not limited to distributing meeting notes, organizing meetings, executing errands, and other duties as directed by the NDOT PM.

### **2.2 QUALITY CONTROL (QC) AND QUALITY ASSURANCE (QA)**

The SERVICE PROVIDER shall develop a comprehensive Quality Control (QC) and Quality Assurance (QA) plan specific to this PROJECT that will require the approval of the DEPARTMENT PROJECT Manager. The quality and accuracy of SERVICE PROVIDER generated deliverables will remain the responsibility of the SERVICE PROVIDER.

The DEPARTMENT's internal design team will follow the approved Quality Assurance plan and submit completed check prints to SERVICE PROVIDER for filing in the PROJECT's document control files. The quality and accuracy of DEPARTMENT generated deliverables will remain the responsibility of DEPARTMENT, including errors that may be propagated onto SERVICE PROVIDER's deliverables.



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### 2.3 SCHEDULE CONTROL

The SERVICE PROVIDER shall prepare a master schedule for completion of the Scope of Services. The master schedule shall be updated monthly and submitted to DEPARTMENT for review and approval. The SERVICE PROVIDER shall notify DEPARTMENT of any issues that may impact the master schedule and address them promptly and effectively.

DEPARTMENT shall provide SERVICE PROVIDER with monthly schedule updates for items under DEPARTMENT's design control to facilitate monthly schedule updates. DEPARTMENT shall notify SERVICE PROVIDER of any issues under DEPARTMENT's control that may impact the master schedule.

### 2.4 DOCUMENT CONTROL

SERVICE PROVIDER shall establish a PROJECT document control system for review and approval by DEPARTMENT using Sharepoint for the procurement phase of the PROJECT. Designated DEPARTMENT personnel will have full read and write access to the document control system. The document control system shall address:

- Procurement documents including supporting PROJECT reports and other data
- Responses to Proposer Questions
- Supplemental Notices
- Meeting notices
- Meeting agendas, minutes and distribution

Upon implementation of the document control system, a memorandum will be prepared by the SERVICE PROVIDER detailing the procedures to be followed. Document control, storage, and retrieval methods will include the use of both hard copies and electronic records. Document control methods will handle documents being developed (in progress), finalized documents (i.e. contract documents), drawings and other PROJECT data. An electronic document management system with a setup and file tracking system shall allow project personnel and users ready access to all documents stored in specific locations on the PROJECT Sharepoint site. When the procurement phase of the PROJECT is complete, it is the intent to transfer the appropriate documents to the appropriate parties in a format that is compatible with existing filing systems.

SERVICE PROVIDER shall furnish to DEPARTMENT, within three (3) business days, copies of all written correspondence between SERVICE PROVIDER and any party pertaining specifically to PROJECT. Drafts of any letters requiring DEPARTMENT review shall be submitted to the DEPARTMENT within three (3) business days prior to their planned mailing date.

SERVICE PROVIDER shall be responsible for organizing, scheduling, and preparing PROJECT meeting agendas and other information to complete the tasks set forth herein for the SERVICE PROVIDER. SERVICE PROVIDER shall also record and distribute minutes to DEPARTMENT and all participants within three (3) business days after meeting.

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SERVICE PROVIDER shall periodically update the DEPARTMENT's PROJECT web site with PROJECT information as requested by the DEPARTMENT.

## 2.5 PROJECT DEFINITION

### Limitations of Construction

This activity will establish the limitations to construction which could affect the construction schedule and will be incorporated into the Technical Provisions. Limitations which will be considered but are not limited to include:

- Minimum Number of Freeway Lanes
- Ramp Closures
- Street Closures
- Night time closures
- Working time in residential areas
- Special Events
- Weather Conditions

### Conceptual Maintenance of Construction

A construction staging plan will be developed that adheres to the limitations to construction in support of developing the conceptual design build schedule. Roll Plots depicting each phase will be the primary deliverable. Cross Sections/Typical Sections may also be produced for isolated locations.

### Conceptual Design Build Schedule

SERVICE PROVIDER shall prepare a preliminary P6 construction schedule to assist DEPARTMENT with construction programming for the PROJECT. The preliminary construction schedule shall be cost loaded, based on the construction estimate, to provide cash flow projection analysis during construction of the PROJECT.

## DESIGN BUILD BASE COST ESTIMATE

### Quantities

The task of quantity takeoffs involves preparation of estimated quantities either by direct measurement and calculation of construction elements that are shown in design drawings, sketches, electronically calculated from CADD files or established as an allowance quantity based on professional experience and judgment.

Detailed quantities will be taken off by specific area (station by station, bridge by bridge, segment by segment, drawing by drawing, etc.). The Movement of Traffic (MOT) dependent items including earthwork, temporary pavement, temp striping, temporary barrier, etc. shall be taken off by both segment by segment and phase by phase.

The Consulting Engineer, in coordination with the Independent Cost Estimators, will be responsible for review within their scope of work. This process is on-going throughout the estimating process as take-offs are completed.

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A date at the end of the take-off segment of the estimating period will be set for a formal final quantity coordination meeting to resolve any lingering differences. The Estimating Manager is responsible for (a) preparing and distributing quantity responsibilities for the various bid items and activities, and (b) providing a final quantity summary of the agreed quantities to the Consulting Engineer.

**Cost Based Estimate (Labor, Equipment, Materials and Indirects)**

This task involves a cost based analysis method to develop costs for a complex construction project. This method allows for unit costs to be developed based on the current local construction and market conditions, such changes which might affect productivity or the cost of labor and materials. The following steps are required in order to develop a unit price using this method:

- Analyze the proposed construction conditions
- Estimate production rates
- Compile a list of materials
- Obtain materials prices using local available sources
- Determine labor and equipment rates
- Calculate direct unit price using the above factors
- Add allowances for contractor overhead and profit to arrive at an in-place unit price
  - o Markup allowance on labor
  - o Markup allowance on equipment
  - o Markup allowance on material
  - o Markup allowance on subcontract or composite unit cost
  - o Markup allowance for profit

The following sources are typically used to obtain basic cost data that is inputted into the database estimating program in order to develop any needed construction unit prices:

- Labor Rates – Davis-Bacon national wages adjusted by City Cost Index factor
- Equipment Rates – Equipment Blue Book and Construction Equipment Ownership and Operating Expense Schedule
- Material Prices – Material and supply prices for locally available material are obtained from local supplier quotes, if possible. Secondary sources of material cost data may be taken from RS Means, Engineering News-Report (ENR) or other published resources.

**Software**

Commercially available database software systems are used depending on the type of work elements. For this Independent Cost Estimate (ICE), Heavy Construction Systems Specialists, Inc. (HCSS) software, HeavyBid®, will be utilized. However, in order to provide uniformity between numerous work elements and sections of the corridor and to provide a consistent platform for reporting and analysis requirements, the cost data will also be exported to Microsoft Excel. This will better enable the review, edit, consolidation and reporting of the estimate components over the course of the process and provide more flexibility to make adjustments.

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### **Project Cost**

The task for incorporating project escalation into the Independent Cost Estimate (ICE) is prepared in Base Year dollars with the Base Year defined as the current calendar year. The costs for Labor, Material, Equipment, Indirects and project add-on costs are updated annually and escalated as required. A cost estimate prepared in the current base year cost will be projected into mid-point of construction for future calendar years by using a cost escalation factor.

There are a wide variety of published construction cost indexes and economic forecasting publications, from both governmental as well as private sources. These indexes are normally calculated using a set of defined construction or procurement commodities that the sponsoring group determines to be representative of the market sector that they are trying to monitor and predict. Some indexes track the in-place constructed cost for a set of commodities that include material, labor and equipment costs plus contractor's overhead and profit. Other indexes may only track certain material prices, labor costs, or the cost of goods and services sold. Another aspect of these indexes that can affect their usefulness is whether they are calculated using regional or local market information.

### **Program Implementation / Professional Services Add-Ons**

This task involves establishing percentage add-on allowances for project related professional services for items such as preliminary and final engineering, project and construction management, and agency program management costs. These allowances will be computed by applying percentage factors to the total estimated construction cost.

### **Cost Risk Assessment**

SERVICE PROVIDER shall prepare and provide a Cost Risk Assessment (CRA) in accordance with DEPARTMENT Project Management Division's Risk Management Guidelines to include one (1) SERVICE PROVIDER facilitated workshop hosted by the DEPARTMENT in Carson City, Nevada. DEPARTMENT shall identify the individuals to attend such workshop and provide a list of invitees to SERVICE PROVIDER.

The objectives of the CRA will be to:

- 1) Quantify ranges of uncertainty in project capital cost and schedule to support the development of budgets and milestone completion dates,
- 2) Identify and prioritize key cost and schedule risks and opportunities to help guide ongoing risk management efforts. The project schedule and cost estimate will form the project "base" for analysis in the CRA. During the workshop, estimating uncertainties associated with the cost and schedule estimates will be quantified, along with specific risks and opportunities relative. Risks and opportunities deemed to be significant will be quantified with respect to their probability of occurrence and impacts to project cost and schedule, relative to the "base" estimates. Monte Carlo simulation techniques will be utilized to generate probability distributions of project capital cost and key milestone completion dates.

## **2.6 PROJECT MANAGEMENT PLAN**

SERVICE PROVIDER shall prepare and provide a Project Management Plan (PMP) in accordance with DEPARTMENT Project Management Division's Project

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Management Guidelines. The PMP shall address a Project-specific approach to roles and responsibilities, communications, risk, change and other items identified in such Guidelines.

## 2.7 FINANCIAL PLAN

The SERVICE PROVIDER shall prepare and provide a Financial Plan for the Project. Such Plan shall be prepared based upon the guidelines established by the Federal Highways Administration (FHWA) for major projects as modified by DEPARTMENT based on the specific needs of the Project.

The Financial Plan will describe the project and summarize the project schedule and cost along with funding availability and financing assumptions. Results from the CRA will be utilized to provide the cost and schedule estimates (based on the 70<sup>th</sup> percentile year-of-expenditure (YOE) cost and 70<sup>th</sup> percentile completion date projections). Risk mitigation strategies developed and documented through the CRA will also be described in the Financial Plan.

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### **3 PROJECT OUTREACH**

#### **3.1 PUBLIC MEETING**

One (1) public meeting may be required during the course of the procurement phase at DEPARTMENT's discretion. SERVICE PROVIDER shall coordinate with the DEPARTMENT's Public Hearings Officer, Public Information Office and the DEPARTMENT Project Manager on development of a public awareness and outreach plan. This plan will address external project communications which may include, but is not limited to, issue ascertainment, development of a stakeholder database, PowerPoint presentations, news releases, establishment of a speaker's bureau and assistance with the traffic helpline. Specific elements will include issues related to: project schedules; budgets; funding; traffic control impacts; right-of-way; and public input and awareness. If requested by DEPARTMENT, SERVICE PROVIDER will develop one set of project specific materials and exhibits for publication, and one update to the originally created materials. DEPARTMENT is responsible for the printing and distribution of these materials.

SERVICE PROVIDER shall be responsible for organizing, noticing, procuring facilities, providing presentations, and preparing responses to comments for one (1) public information meeting in accordance with DEPARTMENT policy and procedures, and within or as near as practical to the project limits. Cost for the public information meeting is capped at the amount shown in the fee estimate. Any direct costs for the public information meeting beyond the capped amount shall be considered outside of the Scope of Work of this contract.

#### **3.2 SIMULATIONS**

Deliverables:

- Interactive model of Alternative 2A Phase 1 on I-580 from Plumb to the Spaghetti Bowl and on I-80 from Rancho Dr. west to Wells (this also includes 6 new bridges and two interchange re-designs)
- Interactive model will include existing and proposed elements and the interactive application will include a method of switching between the two
- Simple animation flying over project extents (ie not narrated or with editing and labels/arrows)
- Attend one public meeting to help with interactive model and virtual reality helicopter tour
- Virtual reality helicopter tour flying over the project extents
- Hardware for the interactive model and virtual helicopter tour to be turned over to the project team
- Create a web base interface to provide a "street view" type experience

Assumptions:

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- Civil FX will received 3D design information for roadway surfaces and 2D linework for everything else (bridges, striping, signs...) from the design team
- Civil FX will integrate new aerials (received from NDOT in 2017) into existing model

### **3.3 INDUSTRY MEETING**

SERVICE PROVIDER will develop, for DEPARTMENT approval, an industry review process during the procurement period and will a facilitate meeting between DEPARTMENT and interested construction and engineering firms during the procurement process. This meeting will be held about the time that the RFQ is issued to allow DEPARTMENT and the SERVICE PROVIDER to explain the PROJECT and the design-build procurement process and contract implementation. SERVICE PROVIDER will assist DEPARTMENT in developing the agenda, making meeting arrangements, preparing and making presentations, and documenting the meeting.

### **3.4 PROPOSER ONE-ON-ONE MEETINGS**

Individual meetings will be held with short-listed Proposers after issuance of the draft RFP to allow these firms to present comments and recommendations to DEPARTMENT and the SERVICE PROVIDER on the draft RFP and to discuss potential innovative Proposer concepts. SERVICE PROVIDER will assist DEPARTMENT in developing the agendas, making meeting arrangements, preparing and making presentations, providing technical support and documenting the meetings.

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## **4 DESIGN BUILD PROCUREMENT**

### **4.1 GENERAL**

SERVICE PROVIDER shall assist DEPARTMENT and work with Project Management Team to: 1) establish the procurement process; 2) develop procurement documents; 3) develop the contract and reference documents that will comprise the RFP; 4) conduct pre-qualification process and pre-proposal meeting; 5) coordinate industry review of the contract documents and requirements; 6) prepare addenda; and 7) evaluate proposals and award design-build contract. SERVICE PROVIDER shall review and confirm compliance with pertinent DEPARTMENT policies, procedures and legal requirements.

SERVICE PROVIDER'S Design-Build procurement manager shall lead the development of the scope activities described in this section and assist the DEPARTMENT in the overall facilitation of the RFQ and RFP to the industry.

The procurement period is anticipated to be no more than 12 months from issuance of RFQ to award/notice to proceed.

It is anticipated the shortlist following RFQ will be no more than 3 Proposers.

Insurance issues will be addressed by the DEPARTMENT or a third party insurance advisor not the SERVICE PROVIDER.

### **4.2 REQUEST FOR QUALIFICATIONS**

SERVICE PROVIDER will utilize the DEPARTMENT's RFQ template in preparing the document. SERVICE PROVIDER will assist in the preparation of the RFQ, in consultation with DEPARTMENT, to solicit Statements of Qualifications (SOQ) from interested design-build teams (Proposers). The RFQ will focus on determining the Proposer's experience, qualifications, and past performance, not its PROJECT approach.

SERVICE PROVIDER will facilitate weekly telephone conference calls with the DEPARTMENT to aid in the development of the RFQ.

Upon issuance of the RFQ, the SERVICE PROVIDER will assist DEPARTMENT in receiving and responding to requests for clarification from prospective Proposers and in preparing and issuing addenda to the RFQ, as required.

SERVICE PROVIDER will not have any role in RFQ/SOQ evaluation process.

SERVICE PROVIDER will assist DEPARTMENT in responding to any protests.

### **4.3 EVALUATION AND SELECTION PLANS**

SERVICE PROVIDER will prepare, for approval by DEPARTMENT, written Evaluation and Selection Plans (E&S Plans) for the Request for Qualifications (RFQ) and Request for Proposals (RFP) phases of PROJECT procurement. The E&S Plans will describe each step of the evaluation and selection process, and will identify the



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roles and responsibilities of the personnel assigned to evaluate Statements of Qualifications (SOQ) during the RFQ phase and Requests for Proposals (RFP) during the RFP phase.

Prior to commencement of the RFQ and the RFP evaluation and selection process, the SERVICE PROVIDER will distribute: the approved E&S Plans and the corresponding RFQ or RFP to the evaluation teams and selection committee(s) as designated by DEPARTMENT; the schedule for the evaluation and selection; the confidentiality, non-disclosure, and conflict of interest statements; and other information needed by the evaluation and selection personnel.

#### 4.4 INSTRUCTIONS TO PROPOSERS

SERVICE PROVIDER will prepare Instructions to Proposers (ITP), using DEPARTMENT template. SERVICE PROVIDER will prepare and assemble the exhibits and forms to be included in the ITP. The ITP will be published at the same time as the Draft RFP. SERVICE PROVIDER will assist the DEPARTMENT in developing the Department Goals, Project Elements, Environmental Status, schedules, and similar items, which are specific to the PROJECT.

SERVICE PROVIDER will attend two meetings with DEPARTMENT during the development of the ITP. The first meeting will be to outline and define the ITP specific sections. The second meeting will be to review the draft ITP prepared by SERVICE PROVIDER. SERVICE PROVIDER will facilitate weekly telephone conference calls with the DEPARTMENT to aid in the development of the RFQ.

#### 4.5 TECHNICAL PROVISIONS

SERVICE PROVIDER will prepare Performance Specifications for review and approval by DEPARTMENT except those Performance Specifications that are DEPARTMENT responsibility to prepare as listed in this Section. SERVICE PROVIDER will prepare the Technical Provisions using DEPARTMENT's technical provisions templates, organization, and structure for Design-Build projects. These templates provide general specification descriptions. SERVICE PROVIDER will develop the detail specifics of the Performance Specifications and prescriptive requirements when applicable.

SERVICE PROVIDER will facilitate two meetings with the DEPARTMENT's technical team during the development of the Technical Provisions. The first meeting will be a briefing of the PROJECT scope and to outline and define the specific sections. The second meeting will be to review and resolve comments received from the DEPARTMENT. The SERVICE PROVIDER's procurement lead will attend the second meeting in person and technical team will attend via Skype/Conference call. SERVICE PROVIDER will facilitate specific individual discipline meetings with the DEPARTMENT. SERVICE PROVIDER will facilitate regular telephone conference calls with the DEPARTMENT to aid in the development of the Technical Provisions.

DEPARTMENT will perform over-the-shoulder reviews during the development of individual sections of the Performance Specifications by SERVICE PROVIDER. SERVICE PROVIDER will submit one draft of the Performance Specifications to DEPARTMENT for review and comment prior to issuing the draft RFP.

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The Technical Provisions will include the following Sections and attachments will be included for the appropriate Sections.

Section Title	Section Title
Section 1 General Scope of Work	Section 13 Geotechnical
Section 2 Quality Management Systems	Section 14 Structures
Section 3 Design Quality Management	Section 15 Signals and Lighting
Section 4 Construction Quality Control, Oversight, Acceptance	Section 16 Signs and Pavement Markings
Section 5 Landscape and Aesthetics (The Technical Provision preparation is included as part of Section 5.6 of this scope of services.)	Section 17 Railroad Coordination
Section 6 Public Involvement	Section 18 Utilities
Section 7 Environmental	Section 19 Intelligent Transportation Systems
Section 8 Drainage	Section 20 Maintenance Requirements
Section 9 Roadway	Section 21 ROW Acquisition
Section 10 Pavement	Section 25 Submittals
Section 11 Traffic	Section 26 Standards and References
Section 12 Maintenance of Traffic	

DEPARTMENT will prepare the following Technical Provisions Sections:

- Section 10 Pavement: DEPARTMENT will develop the prescribed pavement sections for the PROJECT. SERVICE PROVIDER will prescribed the limits of pavement work either by station limits or by an exhibit that will be included in a Technical Provision attachment.

#### 4.6 CONTRACT

SERVICE PROVIDER will prepare the Contract based on the DEPARTMENT's contract template. SERVICE PROVIDER will assist the DEPARTMENT in developing the following Contract items. It is assumed estimation of liquidated damages, incentives and disincentives will be based on a qualitative values and detailed quantitative calculations will not be prepared as part of the scope of work.

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- 4.6.1 Payment Schedules
- 4.6.2 Estimation of Liquidated Damages for Substantial Completion and Final Acceptance
- 4.6.3 Estimation of Liquidated Damages for Failure to Open Lanes
- 4.6.4 Estimation of Milestone Incentives and Disincentives

**4.7 REFERENCE INFORMATION DOCUMENTS (RID)**

SERVICE PROVIDER will prepare a list of Reference Information Documents (RID) it proposes to provide as part of the Design-Build procurement, for DEPARTMENT's review. SERVICE PROVIDER will assemble the RID materials and post the materials to the PROJECT's [SharePoint or Website] for the short-listed proposers access. SERVICE PROVIDER will supplement and amend the RID materials throughout the Design-Build procurement. It is assumed the RID materials will be supplemented or amended a maximum of three times during the procurement. The following is a list of anticipated RID documents:

<i><b>FIRST UPLOAD</b></i>	<i><b>FINAL UPLOAD</b></i>
As-builts	Borings
Baseline Geotechnical Report	WQ Percolation Test Data
Bridge Condition Reports	Categorical Exclusion
Design Criteria	Design Exceptions
Environmental/Haz Mat reports	Drainage Plans
Existing Asset Inventory	Water Quality Basin Plans
Existing Conditions Report	Fencing
Roadway Plans, Profiles and Typical Sections	ITS
Horizontal Alignment Control Plans	Landscape and Aesthetics
Mapping	Lighting
Pavement Conditions Report	MOT plans
Pavement Contract History	Pothole data
Preliminary Bridge Layouts	Potholes
Preliminary Retaining & Sound Wall Layouts	Project Geotechnical Report
Procurement Boring Plan	Right of Way Plan
Procurement Potholing Plan	ROW Legal Descriptions and Exhibits
Purpose & Need	Signals
Reno Standards	Signing
RSIC Standards?	Spaghetti Bowl Full Future Design
Spaghetti Bowl Drainage Report	Spaghetti Bowl Full Future Phasing

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Standard Plans	Striping
Standard Specifications	Traffic Report
Survey Location Control	Utility Conflict Matrix
Traffic Data	Utility Relocation Plans
Traffic Models	

**4.8 DRAFT REQUEST FOR PROPOSALS**

SERVICE PROVIDER will assemble and distribute a draft RFP to DEPARTMENT, DEPARTMENT-designated stakeholders and short-listed Proposers for review and comment, following the approved industry review plan. SERVICE PROVIDER will meet with DEPARTMENT to resolve comments and incorporate resolutions in the final RFP. Prior to issuance of the final RFP, SERVICE PROVIDER will provide DEPARTMENT with the final draft for review and approval.

- Attend and assist the DEPARTMENT in “one-on-one” meetings with Proposers following the release of the draft RFP. Prepare summary meeting notes of the meetings. Participate in follow-up briefing meetings with DEPARTMENT.
- The one-on-one meetings will be attended by the SERVICE PROVIDER’s procurement manager

**4.9 FINAL REQUEST FOR PROPOSALS**

SERVICE PROVIDER will prepare and reproduce the final RFP in electronic format as agreed with DEPARTMENT for distribution to the short-listed Proposers, designated DEPARTMENT staff and DEPARTMENT-designated stakeholders. Following issuance of the RFP, SERVICE PROVIDER will assist and facilitate "Alternative Technical Concept (ATC) Reviews", if incorporated in the process; assist DEPARTMENT in receiving and responding to requests for clarification from short-listed Proposers; and prepare any necessary addenda or supplemental notices to the RFP.

SERVICE PROVIDER will perform the following activities.

- Review and prepare responses to Proposers questions and requests for clarifications.
- Attend and assist the DEPARTMENT in two one-on-one meetings with Proposers. Prepare summary meeting notes of the meetings. Participate in follow-up briefing meetings with DEPARTMENT. The two one-on-one meetings will be attended by two members of the SERVICE PROVIDER’s technical team.
- Prepare up to two addendums to the Final RFP.
- Review and provide recommendations for up to Eighteen Concept ATC(s) from Proposers (3 Proposers 6 ATC(s) per Proposer).
- Review and provide recommendations for up to Twenty Four ATC(s) submitted by Proposers (3 Proposers 8 ATC(s) per Proposer).

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- Assist DEPARTMENT in the preparation of response letters to Proposers ATC(s).

#### 4.10 PROPOSAL EVALUATION

Upon receipt of the short-listed Proposers response to the RFP (Proposals), SERVICE PROVIDER will assist DEPARTMENT with the evaluation process. SERVICE PROVIDER's assistance during Proposal evaluation process will be limited and SERVICE PROVIDER will not be responsible for managing/primarily administering the process. SERVICE PROVIDER's role will be to evaluate Proposals for compliance to the Contract.

SERVICE PROVIDER will attend a three-day meeting with the DEPARTMENT to conduct this evaluation. The three-day meeting will be attended by the procurement manager and five members of the SERVICE PROVIDER's technical team.

SERVICE PROVIDER will assist DEPARTMENT in responding to any protests.

#### 4.11 DEPARTMENT AGREEMENT SUPPORT SERVICES

SERVICE PROVIDER will provide support as requested by DEPARTMENT with the development, preparation and review of up to five DEPARTMENT agreements with agencies and other PROJECT stakeholders. Such support may include the preparation of drawings, exhibits, cost estimates and other calculations, and legal descriptions.

#### 4.12 LEGAL SUPPORT

SERVICE PROVIDER, through legal subconsultant approved by DEPARTMENT will perform the services described below:

##### 4.12.1 Pre-Procurement Phase

- Provide input to the DEPARTMENT and the SERVICE PROVIDER on Project procurement schedule and workplan.
- Undertake risk allocation workshop related to Design Build Contract risk allocation.
- Coordinate with and among co-consultants, including the SERVICE PROVIDER.
- Other Project-related tasks requested and directed by the DEPARTMENT to implement the procurement and Project..

##### 4.12.2 Document Prep and Industry Review Phase

- Limited review and comment on one draft of RFP drafted by the DEPARTMENT and/or the SERVICE PROVIDER before industry review.
- Limited review and comment on one draft of RFP drafted by the DEPARTMENT and/or the SERVICE PROVIDER during industry review and before final issuance.
- Limited review and comment on high-level issues in the first draft of technical provisions drafted by the DEPARTMENT and/or the SERVICE PROVIDER.

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- Coordinate with and among co-consultants, including the SERVICE PROVIDER.
- Draft initial draft of Design Build Contract.
- Participate in document drafting meetings.
- Participate in one set of one-on-one meetings.
- Assist in drafting industry review protocol.
- Other Project-related tasks requested and directed by the DEPARTMENT to implement the procurement and Project.

**4.12.3 RFP Phase (Including Evaluation / Award)**

- Coordinate with and among co-consultants, including the SERVICE PROVIDER.
- Revise drafts of Design Build Contract for issuance and assist with any addenda relating to Design Build Contract.
- Assistance on no more than 200 Design Build Contract questions combined between industry review and post-issuance.
- Review ATC response letters drafted by the DEPARTMENT and/or the SERVICE PROVIDER.
- Participate in document drafting meetings.
- Participate in one set of one on one meetings.
- Provide input on discrete evaluation questions and items as required.
- Assist with negotiations with preferred Proposer and legal aspects of award process.
- Other Project-related tasks requested and directed by the DEPARTMENT to implement the procurement and Project.

**Preliminary Assumptions:**

- RFP will use a combination of Project Neon and Garnet design-build documents as precedent and only moderate, streamlining changes will be required for Project, as applicable.
- Except for limited review and comment on high-level issues in the first draft of technical provisions drafted by the DEPARTMENT and/or the SERVICE PROVIDER, no other SERVICE PROVIDER review of Technical Provisions. Department and/or the SERVICE PROVIDER will be responsible for confirming that Technical Provisions are integrated with DB Contract (including use of nomenclature, risk allocations, etc.) and that there are no conflicts, gaps or inconsistencies between documents.
- SERVICE PROVIDER to provide limited review and comment on one draft of RFP prepared by Department or the SERVICE PROVIDER before industry review and one draft of RFP prepared by Department and/or the SERVICE PROVIDER during industry review before issuance. Department and/or the SERVICE PROVIDER will be responsible for confirming that RFP is integrated with DB Contract and Technical Provisions.

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- SERVICE PROVIDER will not have any role in RFQ/SOQ evaluation process and limited role on discrete issues during RFP/Proposal evaluation process's.
- Procurement period of no more than 12 months from issuance of RFQ to award/notice to proceed.
- Phases are not sequential and there will be overlap among work in Phases (particularly Phases 1-2 and 2-3).
- Shortlist following RFQ of no more than 3 proposers.
- No more than two sets of one on one meetings (one during industry review and one after RFP issuance will be held).
- No more than (i) 2 drafts of DB Contract for industry review (initial draft and then issue draft); (ii) 1 draft of DB Contract after industry review for issuance with the RFP; and (iii) 2 addenda.
- Assistance on no more than 200 DB Contract questions combined between industry review and post-issuance and no review of RFP and Technical Provision questions and answers.
- The SERVICE PROVIDER and the DEPARTMENT personnel properly performing their respective scopes of work.
- Travel by the SERVICE PROVIDER to Carson City/Reno, Nevada will be limited and use of email and conference calls will be optimized.
- Although part of scope, budget estimate excludes legal fees relating to the following items (budget amendment to subcontract would be required):
  - o SOQ or Proposal protests or other procurement challenges
  - o Procurement support beyond the limited scope under the initial authorized budget under the subcontract
  - o A Best and Final Offer (BAFO)
  - o Developing programmatic documents or streamlining documents
- All Nevada legal issues to be handled and supported by Attorney General's Office; Local counsel will not be secured under the SERVICE PROVIDER contract.
- Insurance issues will be addressed by the DEPARTMENT or a third-party insurance advisor contracted to someone other than the SERVICE PROVIDER.
- Total budget estimate is an estimate and not a guaranty or a cap on fees and expenses; provided that the SERVICE PROVIDER may not exceed the budget estimate/authorized budget without an amendment to the subcontract.
- Estimates of budget allocations across phases are estimates and shall not be caps on fees and expenses for the respective phases.
- Fees and expenses may vary across phases from estimated numbers, but remain subject to the overall budget authorization.

#### **4.13 ASSEMBLE CONFORMED CONTRACT**

SERVICE PROVIDER will assist DEPARTMENT in assembling the conformed contract for signature and distribution (in hardcopy and electronic format) which will consist of the Contract Documents included in the RFP, revised to reflect any addenda,

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changes during discussions and/or negotiations, and those components of the successful Proposal designated in the RFP for inclusion in the conformed contract.

Following award of the design-build contract, the SERVICE PROVIDER will assemble and provide all original procurement documents to DEPARTMENT.

#### 4.14 ESCROW DOCUMENT REVIEW

SERVICE PROVIDER will conduct an assessment to the completeness of the escrow documents of the selected Proposer. Following this assessment, SERVICE PROVIDER will prepare a report to DEPARTMENT regarding the findings of the assessment, including identification of any deficiencies that could potentially impact successful completion of the design-build contract.



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## **5 PROCUREMENT PHASE DESIGN SERVICES**

The SERVICE PROVIDER will supplement the preliminary design work performed for the Environmental Assessment (EA) to a level necessary to include as preliminary design plans and design reference documents for the design-build solicitation. The SERVICE PROVIDER will coordinate with DEPARTMENT staff to determine the level of completion each functional area will require for incorporation into the design-build RFP and will provide design assistance as requested by DEPARTMENT to meet the procurement schedule. The following is a detailed description of the PROJECT for the purposes of this Scope of Services:

### **SB I-580 Improvements:**

- Provide 3 general purpose lanes in the southbound direction from I-80 to Villanova Ave. Conform to the 3 existing mainline lanes north of I-80 and the 4 existing mainline lanes at Villanova Ave.
- Provide 1 to 3 auxiliary lanes in the southbound direction from the WS entrance ramp to Villanova Ave exit ramp;
- Reconstruct the WS ramp entrance. Connect to SB I-580 as an add lane;
- Reconstruct the ES ramp to 2 lanes, realigning as necessary to accommodate the 2-lane ramp entrance. Connect to SB I-580 as two added lanes;
- Reconstruct SB 2<sup>nd</sup>/Glendale interchange in a partial cloverleaf configuration, offset to the south. The SB loop exit from I-580 will be a 2-lane trap/choice configuration. The SB on ramp will be a single lane entrance ramp, connecting to SB I-580 as an add lane. The SB on ramp will be a grade separated with the Mill St interchange SB off ramp;
- Reconstruct SB Mill St interchange in its existing tight diamond configuration to accommodate the reconstructed 2<sup>nd</sup>/Glendale interchange. The SB I-580 off ramp to Mill will be an exit-only configuration and will be grade separated with the SB 2<sup>nd</sup>/Glendale on ramp. The SB Mill St on ramp to I-580 will be reconstructed as a one lane entrance ramp with a parallel merge configuration.
- Reconstruct the SB Villanova Ave off ramp from I-580 in an exit only configuration.

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### **NB I-580 Improvements**

NB I-580 and 2<sup>nd</sup>/Glendale interchange will be reconstructed as necessary to accommodate the SB I-580 improvements. The existing number of lanes on the mainline and interchange ramps will be maintained.

### **I-80 Improvements**

Restripe I-80 from the Wells EB on ramp to the ES and EN ramp exit to provide for 2 exit lanes from EB I-80 to the system ramps.

### **Local Streets Improvements**

- Reconstruct approximately 2000 feet of 2<sup>nd</sup>/Glendale Ave to accommodate the reconstructed 2<sup>nd</sup>/Glendale interchange.
- Reconstruct approximately 1000 feet of Mill St to accommodate the reconstructed SB portion of the Mill St interchange.
- No reconstruction of Villanova Dr, Vassar St, Kietzke Ln, 4<sup>th</sup> St, or Prater Ln are required with exception of areas in support of bridge construction.

### **Union Pacific Rail Road**

The PROJECT will clear span the UPRR right of way. Only temporary construction support activities are anticipated within or across the right of way.

### **Truckee River**

The PROJECT will clear span the river to the greatest extent possible. The existing center pier is anticipated to remain as support for the existing NB I-580 structure. The existing SB I-580 superstructure will be removed for construction of the new southbound bridge.

Bridge supports will be positioned to allow for the future extension of the Truckee River trail system on the south and to maintain the existing trail system on the north

### **Reno Spaghetti Bowl (RSB) EIS Project (ULTIMATE PROJECT)**

The PROJECT is to be coordinated with the RSB EIS Project. To the greatest extent practical, PROJECT improvements shall match the RSB ultimate improvements where the projects overlap. Ultimate improvements are anticipated as follows:

- SB I-580, from north of 4<sup>th</sup>/Prater Ln to south of Vassar St.
- 2<sup>nd</sup>/Glendale Interchange

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- SB portion of the I-580/Mill St interchange

Where the PROJECT is required to deviate from the RSB ultimate improvements for MOT/constructability, the ultimate improvements concept design will be updated in the areas that were revised to maintain consistency.

This Scope of Services does not include the work to prepare the preliminary design for the RSB (ULTIMATE PROJECT). The work for the RSB (ULTIMATE PROJECT) is included in the RSB EIS Scope of Services.

### **Bridges and Retaining Walls**

Seven (7) bridges are anticipated as part of the project

- I-580 SB over EN Ramp (Ultimate and interim portion)
- I-580 SB over UPRR and 4<sup>th</sup>/Prater (Ultimate)
- I-580 SB over Truckee River and Kietzke Ln (Ultimate)
- I-580 NB/SB over 2<sup>nd</sup>/Glendale Ave (Ultimate)
- 2<sup>nd</sup>/Glendale SB on ramp grade separation over/under Mill St SB off ramp (Ultimate)
- I-580 SB over Mill St (Ultimate)
- I-580 SB over Vassar St (Ultimate)

#### Retaining Walls

- Ultimate retaining walls are anticipated in the areas of tight right of way and bridge locations.
- Interim retaining walls are anticipated along the I-580 freeway median where grade differences will exist between the ultimate and existing freeway roadways.

#### Sound Walls

- Ultimate soundwalls are anticipated from south of the Truckee River to Mill Street, along the west side of I-580 and the 2<sup>nd</sup>/Glendale interchange.

The following task elements are included in this program management scope of services.

### **5.1 LOCATION AND SURVEYING**

The SERVICE PROVIDER will perform additional surveying and location/control work as needed, including field verification surveys of existing ground elevations,

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drainage inverts, roadway and channel cross sections, and utility pothole locations. Anticipated locations of surveys are as follows:

1. Property surveys to define the freeway and local street right of way, specifically I-580, 2<sup>nd</sup> & Glendale, Mill, Vassar, where they are within the PROJECT limits;
2. Property surveys to define adjacent private parcels affected by the planned acquisitions at two locations:
  - a) between 2<sup>nd</sup> St and Mill St, west of I-580 (APN 012-212-03);
  - b) City of Reno parcel along 4<sup>th</sup> St, west of I-580 occupied by the Tire shop, APN 008-381-34
3. Existing utilities and pavement surfaces on 2nd/Glendale and Mill St over the length of the improvement for conforming to existing;
4. Existing pavement surfaces on freeways and ramps at conform locations, including traffic control for lane closures on NDOT facilities;
5. Pavement and rail surfaces under all new bridge locations where there are existing facilities;
6. Utility pothole locations (estimated 40 locations);
7. Geotechnical boring locations (estimated 45 locations);
8. Water Quality percolation test locations (estimated 12 locations);
9. Record of Survey;
10. Legal Descriptions and Exhibit Maps for
  - a. Permanent Right of Way Acquisitions (estimated 2 locations)
  - b. Permanent Easements (estimated 6 locations)
    - i. APN 012-292-04 (City of Reno) – Relocation of SD away from proposed retaining wall
    - ii. APN 012-302-14 (Sunshine Industrial LLC) – Relocation of SD from under new freeway and retaining wall
    - iii. APN 012-302-10 (USA TTEE) – Relocation of SD from under freeway and retaining wall
    - iv. APN 012-302-23 (USA TTEE) – Relocation of SD; retaining wall maintenance easement
    - v. APN 012-212-02 (USA TTEE) retaining wall maintenance easement
    - vi. APN 012-211-28 (Gage Village Commercial Development LLC et al) – retaining wall maintenance easement

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- c. Temporary Construction Easements (estimated 5 locations)
  - i. APN 012-302-10 (USA TTEE) – Construction of Retaining wall and SD realignment
  - ii. APN 012-302-23 (USA TTEE) – construction of retaining wall
  - iii. APN 012-212-02 (USA TTEE) – construction of retaining wall and sidewalk tie-in
  - iv. APN 012-220-16 (Quincy Mill) – construction of sidewalk
  - v. APN 012-211-28 (Gage Village Commercial Development LLC et al) – construction of retaining wall, fill slopes, and sidewalk

All field survey information and topographic mapping efforts will be provided in Microstation V8i format and shall be based on the DEPARTMENT coordinate system. Surveys will be done in accordance with NDOT requirements. A total of 60 2-man crew and 120 1-man crew survey manhours are allocated for this task. If the effort exceeds this amount, the SERVICE PROVIDER will request the authorization of additional services to complete this task.

#### **Deliverables**

- Property survey data, monument ties and property lines established for the PROJECT in MicroStation CADD format.
- Topographic survey data, geotechnical boring, pothole and percolation test locations collected in electronic format consistent with the PROJECT MicroStation CADD format.
- Record of Survey
- Legal descriptions and exhibit maps for permanent acquisitions, permanent easements, and temporary easements
- Hard copies of field survey notes

## **5.2 GEOTECHNICAL**

The following task items present the anticipated services and clarification of deliverables for the development of a Geotechnical Data Report, pavement data memorandum and preliminary geotechnical design memorandum. The geotechnical data report scope was developed around the guidelines presented in Subsurface Investigation- Geotechnical Site Characterization reference manual (FHWA, 2002)

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This scope of services is for the development of a geotechnical data report and is not for the purposes of developing recommendations or formulating design requirements associated with the final design and construction of the PROJECT. Therefore, the proposed exploration program has been developed to provide information that would allow screening and review by others for development of any supplementary exploration approaches they may deem necessary for development of final PROJECT design documents.

### **Geotechnical Preliminary Engineering**

The SERVICE PROVIDER will prepare geotechnical memorandums to support the bridge type selection and preliminary pavement design. The SERVICE PROVIDER will also provide geotechnical recommendations for the type selection of retaining wall and other structures.

### **Field Exploration**

Based on the review of existing geotechnical data, the SERVICE PROVIDER will prepare a geotechnical exploration plan for bridge structures and retaining wall design. The exploration plan will be developed with respect to AASHTO LRFD guidelines. The exploration plan will be finalized by incorporating the DEPARTMENT comments.

The SERVICE PROVIDER will coordinate the geotechnical field explorations and laboratory testing. Explorations will consist of advancing hollow-stem auger rotary-wash, and sonic (with casing) borings with standard penetration testing. Bulk, disturbed, and relatively undisturbed samples will be obtained during the exploration program. Groundwater levels will be measured during the exploration. ReMi tests will be performed at each bridge locations to measure the average shear wave velocity within the upper 100 feet of ground surface to establish the Seismic Site Class. The boring logs and laboratory test results will be prepared in accordance with NDOT and AASHTO LRFD guidelines by the SERVICE PROVIDER by incorporating the DEPARTMENT comments.

The number and depth of borings for each bridge structure are listed below. One boring is planned at each bridge support location to meet the guidelines provided in AASHTO LRFD Bridge Design Specifications.

- **I-580 SB over EN Ramp**: 2 borings to 110 feet deep
- **I-580 SB over UPRR and 4th Street**: 4 borings to depth ranging from 100 to 110 feet
- **I-580 SB over Truckee River and Kietzke Lane**: 3 borings to depth ranging from 100 to 110 feet
- **I-580 NB/SB over 2nd/Glendale Ave**: 2 borings to 110 feet
- **2nd/Glendale SB on ramp grade separation over/under Mill St SB off ramp**: 4 borings to 100 feet deep

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- **I-580 SB over Mill Street**: 2 borings to 100 feet deep
- **I-580 SB over Vassar Street**: 2 borings to 100 feet deep
- **Retaining Walls**: 9 borings to depth ranging from 40 to 80 feet

### **Laboratory Testing**

Selected samples of the soils obtained from the borings will be tested in a qualified soils laboratory to determine the engineering properties of the in-situ soils. Testing will be performed under the direction of a geotechnical engineer, in general accordance with applicable NDOT, AASHTO, or ASTM standards. The SERVICE PROVIDER assumed the following types and quantities of laboratory tests: natural moisture content and dry density (50), per ASTM D7263 Method B; grain size analysis (200), per Nev. T206; Atterberg Limits (100), per Nev. T210 and T211/212; one-dimensional consolidation properties (10), per Nev. AASHTO T216; direct shear (25), per ASTM D3080; R-value tests (8), per Nev. T115D; expansion index tests (5), per ASTM D4829; and corrosivity suite testing (25 suites) including: Ph (per Nev. T238), Sulfate (per AASHTO T290), Resistivity (per Nev. T235), and Chloride testing (per AASHTO T291).

### **Geotechnical Deliverable:**

- Geotechnical Data Report – The SERVICE PROVIDER will prepare a geotechnical data report for the project including the boring location maps, boring logs, and laboratory testing. The Geotechnical Data Report can be used as a Reference Information Document in Design-Build proposal package.

### **Preliminary Geotechnical Recommendations for Bridges**

The SERVICE PROVIDER will perform preliminary geotechnical engineering analyses using data obtained from the geotechnical research (existing geotechnical data) and field exploration. Results of the analyses will be used to formulate preliminary foundation design recommendations for bridges, which will aid in the right-of-way development and the preliminary cost estimate. The preliminary foundation recommendations will be limited to the foundation type, size, and preliminary drilled shaft axial resistance with depth. Special areas-of-consideration, such as anticipated soft ground, high groundwater or a geologic hazard, will be identified related to design and construction of each bridge structure. The SERVICE PROVIDER will submit five copies of the draft preliminary geotechnical memorandum to the DEPARTMENT for review and comment. Upon receipt and resolution of the DEPARTMENT comments, the SERVICE PROVIDER will issue five (5) copies of the final preliminary geotechnical memorandum sealed and signed by an engineer licensed in Nevada.

### **Preliminary Geotechnical Recommendations for Retaining Walls/Sound Walls/Miscellaneous Structures**

The SERVICE PROVIDER will provide geotechnical recommendations for type selection of retaining walls, sound walls, and miscellaneous structures. In addition, the SERVICE

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PROVIDER will identify potential geologic/geotechnical hazards that may impact the type selection of the walls and miscellaneous structures.

### **Preliminary Geotechnical Data for Pavement Design**

The SERVICE PROVIDER will gather the subgrade soil R-value information from geotechnical data search and field exploration program. Available boring logs and summary of test results will be submitted in a pavement geotechnical data memorandum for the DEPARTMENT to prepare the pavement design. Pavement design recommendations will be prepared by the DEPARTMENT Materials Division.

### **Geotechnical Deliverables:**

- Preliminary geotechnical memorandum – A single memorandum with preliminary geotechnical recommendations for proposed bridges. In one memorandum, separate preliminary foundation recommendations will be provided for seven bridges.
- Geotechnical data memorandum for pavement design -- A single memorandum summarizing the existing and current subgrade information to assist the DEPARTMENT pavement design effort.

### **Geotechnical Task Management**

The SERVICE PROVIDER will advance geotechnical design and coordination items including:

Coordinate with structure design to develop cost effective foundation type Coordinate with other disciplines to provide geotechnical input for the design elements.

This will include, but not be limited to, attending design coordination meetings, provide exhibits, and provide geotechnical recommendations for various design elements. The task manager will review progress against schedule, monitor the task budget and report monthly progress.

### **Geotechnical Field Exploration Assumptions:**

- Borings along Freeway will be drilled during night time
- Traffic control with lane closure is required for drilling at local Street and Freeway locations
- The boring locations can be accessed by conventional drill rig
- Contaminated soils are not expected at the site
- Level D personal protective equipment (PPE) is assumed
- Borings will be drilled using a hollow-stem auger, rotary-wash, and sonic methods



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- Fees for all encroachment permits for geotechnical drilling will be waived by the DEPARTMENT
- The SERVICE PROVIDER will coordinate with Underground Services Alert (USA) and associated firms marking utilities for USA
- The SERVICE PROVIDER is not liable for any damages attributable to errors made in marking of utility locations
- Surface restoration of disturbance due to the drilling operations will be limited to replacement of surface materials and removal of drill cuttings from paved areas
- Field exploration and laboratory testing are limited to 28 borings and depth ranging from 40 to 110 feet
- Prevailing wage rates are not assumed for the drilling

### 5.3 ROADWAY

The SERVICE PROVIDER will coordinate with the DEPARTMENT's Roadway Design Division to advance the roadway design to an approximate 30% level of completion for the PROJECT.

The 30% preliminary design plans will include the following:

1. Location control
2. Typical Sections representing the major features of each alignment
3. Roadway plans, including
  - a. Topographic mapping
  - b. Alignment control – stationing, bearings, distances, and curve data
  - c. Pavement edges, raised medians/islands, curb, gutter, sidewalk, and access ramps
  - d. Roadway striping and intersection channelization
  - e. Cut and fill limits
  - f. Bridge and retaining wall locations
  - g. Barrier and soundwall locations
  - h. Existing and new right of way lines
4. Roadway Profiles, including
  - a. Existing ground and proposed roadway profiles
  - b. Profile grid with elevation and stations labeled
  - c. Superelevation diagrams

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- d. Structure crossings labeled with bridge superstructure and supports shown in schematic
- e. Stationing and street name callouts for crossing streets and alignments
- f. Major drainage crossings shown in cross section.

The PROJECT preliminary design plans will be developed at a scale of 1"=100' in roll plot form. No plan sheets will be prepared.

The design criteria will be used for the preliminary design of the PROJECT. Any required changes to the criteria will be tracked through concept development and the criteria will be updated at the completion of preliminary design. A listing of current design standards will also be developed.

Truck turning paths will be developed for all intersection turning movements to establish the intersection footprint and channelization needs. The turning paths will be provided as part of the electronic design files.

Horizontal sight distance lines will be developed at intersections and locations where barrier, soundwall and other design features limit sight distance. The sight lines will be provided as part of the electronic design files.

Design exceptions are anticipated for the interim transitions from and to the existing facilities for SB I-580, NB I-580, the WS ramp, and the ES/EN ramp. The exceptions that are identified will be coordinated with NDOT and FHWA for concurrence and documented in a memorandum for approval.

### **Design Report**

The report will provide documentation of actions taken, decisions made and information obtained during the preliminary design phase. The report will be generally as described in the NDOT Road Design Division Policies and Procedures manual, as adapted to this project and include:

- Existing Conditions
- Alternatives
- Traffic Operations and Safety
- Right of Way and Utilities
- MOT and Constructability
- Cost
- Environmental considerations

The draft report will be prepared and submitted for review and comment. Comments will be incorporated and the report will be submitted as final.

### **Deliverables**

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- PROJECT 30% preliminary plans — scaled roll plots (hard copy), and PDF and electronic CADD files
- Updated Design Criteria – PDF and electronic word processing files
- Truck turning paths and horizontal sight distance lines will be included with the electronic CADD files of the 30% preliminary EAP plans only
- Design Exception Memorandum - PDF and electronic word processing/CADD files
- Design Report – Hard copy print, and PDF and electronic word processing files

#### 5.4 DRAINAGE

The SERVICE PROVIDER will coordinate with the DEPARTMENT's Roadway Design Division, Hydraulics Division, and Stormwater Division to advance the drainage and storm water quality facility design to an approximate 30% level of completion for the PROJECT.

##### **Drainage Design Criteria**

The drainage design criteria developed will be used for the preliminary design of the PROJECT. Any required changes to the criteria will be tracked through preliminary design development and the criteria will be updated at the completion of design.

##### **Drainage Report**

The SERVICE PROVIDER will provide a 30% Preliminary Drainage Report, in conformance with the NDOT Drainage Design Manual, Appendix A, including:

##### 1. Truckee River Hydraulic Modeling

The SERVICE PROVIDER will prepare hydraulic modeling of the proposed condition truckee river, utilizing the following existing conditions models:

- HEC-RAS modeling of the Truckee River, developed for the Truckee River Flood Management Authority, based on 100-year river flows.
- HEC-RAS modeling of the Truckee River, developed for the Truckee River Flood Management Authority. Flows will be pro-rated to reflect 500-year conditions, for use in Scour Assessment
- HEC-RAS modeling of the Truckee River, developed for the Carson Truckee Water Conservancy District, based on 50-year river flows. This model will be modified to reflect changes due to proposed bridge removal, construction, or modifications within the river.

Modeling will include:

- a. Geometric changes to bridge pier configuration, and coordination with structural design to optimize bridge hydraulic performance.

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- b. Preliminary assessment of scour, and coordination with structural design to optimize bridge foundation elements.
- c. Modeling of proposed grading or conveyance changes (if required).

## 2. Preliminary Onsite Hydrology and Hydraulics

The SERVICE PROVIDER will provide hydrologic analysis onsite facilities, and determine preliminary onsite drainage system layouts, including drop inlet sizing, location, storm drain layout, roadside ditch sizing, and erosion control, in conformance with FHWA and NDOT criteria and standards. Modeling will include:

- a. Onsite drainage basin delineation, and hydrologic calculations
- b. Roadway spread, drop inlet sizing, drop inlet bypass, and drop inlet sump calculations.
- c. Determination of combined onsite flows in major onsite system trunklines, including hydraulic calculations and system sizing.
- d. Coordination with team design disciplines to resolve critical challenges, including structural design, roadway geometrics, and right-of-way elements.

## 3. Water Quality Design

The SERVICE PROVIDER will provide hydrologic and hydraulic analysis of permanent Water Quality Structural Controls, including water quality sediment basins and water quality hydrodynamic separator sizing. Source controls will be coordinated with landscape design. Water quality analysis and design will conform with the NDOT Stormwater Quality Manual and the Truckee Meadows Structural Controls Design and Low Impact Development Manual. Analysis and design will include:

- a. Determination of 2-year Water Quality Flow and Water Quality Volume requirements.
- b. Determination of optimum water quality facility locations and sizing
- c. Connectivity with existing storm drain systems at discharge points
- d. Maintenance and right-of-way recommendations

## 4. Truckee River Permitting Matrix

The SERVICE PROVIDER will coordinate with the team's environmental division and provide a matrix of drainage related review and permit requirements for the project, including but not limited to:

- a. USACE 401
- b. USACE 404
- c. USACE 408
- d. FEMA

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### **Drainage Design Plans**

The SERVICE PROVIDER will provide 30% preliminary drainage design plans, in conformance with the NDOT Drainage Design Manual, Appendix B, including:

1. Drainage Removals
  - a. Preliminary removal plan, including on-site and off-site drainage system elements
  - b. Preliminary removal plan notes (location and sizes of facilities, approximate stations).
2. Drainage Plans
  - a. Preliminary layout of on-site and off-site drainage system elements (drop inlets, trunk lines, culverts, channels, ditches, detention basins, permanent erosion and sediment control features and water quality features)
  - b. Preliminary layout of permanent water quality basins.
  - c. Preliminary construction notes (location and sizes of facilities, approximate stations and elevations, no sheet references).
  - d. Preliminary easements and right-of-way.
3. Drainage Profiles.
  - a. Preliminary profiles of cross-drainage features, trunk lines and channels.
  - b. Existing and proposed ground profiles and utility locations if available. Labeled design components.
  - c. Minor storm drain and laterals will not be profiled utility conflicts are anticipated.

### **Deliverables**

- 30% Preliminary Drainage Report – PDF only. Hydrologic models, and supporting data will be provided electronically.
- 30% Preliminary Drainage Plans — scaled plan roll plots with 11"x17" profiles and detail sheets (hard copy), PDF electronic files of plots, electronic CADD files
- Updated Drainage Design Criteria – PDF and electronic word/excel files

## **5.5 LANDSCAPE AND AESTHETICS**

The SERVICE PROVIDER shall assist the DEPARTMENT Roadway Design Division, Landscape Architecture Section, by producing conceptual plan alternatives, a preferred concept plan, and stakeholder/public involvement for the landscape and aesthetic (L & A) features necessary to upgrade the PROJECT.

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This design will comply with the “Pattern and Palette of Place” Landscape and Aesthetic Master Plan for the project freeways with special note the 2<sup>nd</sup>/Glendale interchange in regards to preserving and perpetuating the existing scheme as desired by the RSIC. The SERVICE PROVIDER will provide coordination with the appropriate DEPARTMENT Divisions to develop the L & A work products to a preliminary level of completion.

The landscape and aesthetics scope of services shall include the following specific items of work:

### **Mapping Research**

The SERVICE PROVIDER will prepare a comprehensive base map with accurate location of the following data for use in developing aesthetic aspects of L&A performance standards for slope reclamation, treatment of drainages and vegetation:

- Proposed topography.
- Proposed hydrology and drainage conditions.
- Existing vegetation to protect and preserve, and vegetation impacted by new construction.
- Other project related data necessary to be referenced in the conceptual plan development and performance standard plans will be gathered including environmental, traffic, structures, geotechnical, pavement, utilities, ROW, drainage, ITS and aesthetics.

### **Research / Report Preparation**

The SERVICE PROVIDER will conduct research and prepare a comprehensive narrative report describing:

- Heritage and culture of the project area and the project design intent, including information already provided as part of the project environmental documents.
- Climatic/environmental conditions
- Existing soils condition including Ph, electrical conductivity, tilth, fertility and texture (The SERVICE PROVIDER to have soil testing performed, maximum 6 samples and provide necessary recommendations for planting and revegetation success)

### **Conceptual Plan and Performance Standards**

The SERVICE PROVIDER will:

- Prepare three conceptual master plans for DEPARTMENT Review. This includes typical groundplane treatments and sketches for special treatments for hardscape features. SERVICE PROVIDER will revise plans per review comments for presentation at stakeholder meetings.

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- Coordinate with DEPARTMENT Project Management and Landscape Architecture Division on L&A elements to be included in project.
- Coordinate with structure designers on aesthetic elements pertaining to structures, retaining walls, parapets, etc.
- Develop one preferred conceptual plan per DEPARTMENT selection and per Stakeholder option choices and comments. Prepare construction cost estimate to conform to the available restrictions and long-term maintenance requirements for the preferred conceptual plan.
- Present the preferred conceptual Landscape and Aesthetics Plan at a Public Information Meeting and make minor revisions per public comment and DEPARTMENT direction.
- Develop performance specifications based upon the Final Preferred Alternative. These specifications, along with the Preferred Alternative plan, will serve as the basis of design for proposing design-build teams.

### **Miscellaneous**

The SERVICE PROVIDER will:

- Coordinate with stakeholders prior to plan development to determine levels of treatment for hardscape and softscape and determine potential contributions of ornamental landscaping and/or irrigation and maintenance by stakeholders.
- Coordinate with the DEPARTMENT to obtain a list of stakeholders to participate in a stakeholder meeting. Coordinate to contact stakeholder through mailings and/or email and for a stakeholder meeting location.
- Coordinate with private/public entities as necessary during preliminary and final design.
- Prepare materials (handouts, displays and presentations) for, arrange for and participate in one stakeholder meeting.
- Prepare material for and participate in one public meeting. The public meeting may be for a dual purpose to include L&A and other aspects of the project.
- All investigations, analysis, and design/construction recommendations must be according to DEPARTMENT, AASHTO, and FHWA guidelines. Submit to DEPARTMENT for review, comment and approval.
- Provide a Nevada Registered Landscape Architect to lead, manage and organize the L & A design efforts. Landscape Architect shall have a verifiable minimum of 10 years Landscape Architecture experience and shall be licensed in the State of Nevada. The Landscape Architect shall have not less than 5 years of task lead responsibility and experience on freeway/Highway corridor design and construction projects in the arid southwest U.S., and/or with 5 years landscape architecture design and construction projects experience in Nevada.

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## 5.6 TRAFFIC ANALYSIS

The SERVICE PROVIDER will coordinate with the DEPARTMENT's Roadway Design Division, Traffic Division, and Safety Division to advance the traffic analyses and design. The SERVICE PROVIDER will prepare opening year (assumed to be Year 2022) traffic analysis for the PROJECT. The analysis will include no-build and build conditions. The analysis will provide operational metrics (speed, density, delay, etc) of the design developed by the SERVICE PROVIDER (the Reference Information Document (RID) design). The traffic analysis will focus on the freeway and arterial areas that are improved by the PROJECT. The findings of the analysis will be documented in a Traffic Modeling Analysis Procedures (TMAP) report that will serve two purposes:

- Document the traffic analysis performed for the PROJECT leading up to the RFP from the DEPARTMENT.
- Provide guidance to proposers on the additional traffic analysis that will be required for any proposed design variations.

Traffic analysis will be performed using VISSIM microsimulation software and will be consistent with the analysis done for the RSB Project.

### Deliverables

- Traffic Modeling Analysis Procedures Report
- Traffic Data and Models

## 5.7 TRAFFIC DESIGN

The SERVICE PROVIDER will provide preliminary traffic design plans at an approximate 30% level of completion for the PROJECT for the following areas:

- Striping
- Lighting
- Intelligent Transportation System (ITS)

Preliminary striping for the PROJECT will be shown on the roadway plans. No separate submittal will be made.

Preliminary lighting plans (roll plots) will be developed for the PROJECT. Preliminary lighting analysis will be performed as part of the plan development.

ITS plans will be developed for the PROJECT. All ITS improvements such as ramp metering facilities and ATM/DMS systems will be identified only to establish the project footprint at the conceptual level. No detailed facility planning will be provided. The SERVICE PROVIDER will rely on direction/guidance from the DEPARTMENT for ITS planning in the project area.



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### **Deliverables**

- Preliminary Signing Plans – scaled roll plots (hard copy), and electronic PDF and CADD files
- Preliminary Lighting Plans – scaled roll plots (hard copy), and electronic PDF and CADD files
- Preliminary Lighting Analysis – electronic PDF
- Preliminary ITS Plans - scaled roll plots (hard copy), and electronic PDF and CADD files

## **5.8 STRUCTURES**

The SERVICE PROVIDER will develop a conceptual layout for each of seven PROJECT bridges based on the preliminary roadway geometry. SERVICE PROVIDER will prepare a Front Sheet for each bridge depicting plan, elevation and typical section(s). Front Sheets will indicate type of superstructure, span and substructure configurations, and type of foundations anticipated at each bridge location.

Where a new bridge requires a portion of the existing bridge to be removed and a portion to remain in service in the completed condition, the SERVICE PROVIDER will review record drawings, evaluate partial removal limits, and investigate retrofit and/or rehabilitation measures which may be necessary to keep the remaining portion of an existing bridge in service. Where appropriate, Front Sheets will indicate partial removal limits and note anticipated retrofit and/or rehabilitation measures for the portion of the bridge to remain.

Where a new bridge requires a portion of the existing bridge to be removed and a portion to remain temporarily in service to accommodate maintenance of traffic during staged construction, the SERVICE PROVIDER will review record drawings and evaluate partial removal limits to accommodate staged construction. Where appropriate, SERVICE PROVIDER will include notes on the Front Sheet indicating potential constraints to accommodating staged removal.

Both permanent and Interim retaining walls are anticipated for the PROJECT. Interim locations are anticipated at the mainline median where elevation differences will occur between the existing and proposed profile grades. All other walls locations are anticipated to be permanent. Based on the preliminary roadway geometry, the SERVICE PROVIDER will prepare a location plan, layout sheets and conceptual typical sections for permanent and interim retaining walls. Layout sheets will depict horizontal alignment and limits in plan and indicate top of wall, finish grade at face of wall, and original ground in elevation. Conceptual typical sections will depict likely wall type(s) for each retaining wall location.

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The SERVICE PROVIDER will prepare a location plan depicting anticipated limits for permanent and interim sound walls, as appropriate. The SERVICE PROVIDER may elect to combine the sound wall location plan with the retaining wall location plan, as appropriate.

**Deliverables**

- Bridge Front Sheets (11x17 format, PDF and hard copy)
- Retaining Wall Location Plan and Layout Sheets (11x17 format, PDF and hard copy)
- Sound Wall Location Plan (11x17 format, PDF and hard copy)

**5.9 RIGHT-OF-WAY SUPPORT**

The SERVICE PROVIDER will:

- Abide by all applicable laws, regulations, codes, and polices related to right-of-way services, including but not limited to 42 USC § 4601, et seq. and implemented through 49 CFR Part 24 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970), 23 CFR parts 645, 646 and 710, NAC and NRS, the Nevada Department of Transportation Right-of-Way Manual as applicable.
- Ensure continuity of personnel assigned and provide complete information transfer from any reassigned personnel.
- Assign personnel that have sufficient working knowledge of applicable CFR, NAC, NRS and industry standard practice related to right-of-way services.
- Support DEPARTMENT Right-of-Way Division staff by providing right-of-way survey services, land surveying, title research, appraisal, appraisal review, acquisition support, and other services as may be required to support the DEPARTMENT's Right-of-Way Division needs on an as-needed basis.
- Demonstrate a working knowledge of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 sufficient to effectively augment the DEPARTMENT's real property acquisition, relocation and real property management efforts.
- Maintain individual diaries for all work performed on each project and/or task assigned.
- Maintain and provide a professional and positive working relationship with internal and external customers.
- Provide reports of right-of-way survey services, appraisal, appraisal review, acquisition, and condemnation coordination including schedule and budget data as applicable.

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- Conduct Meetings/Workshops as Required for Discussion of Right-of-Way Processes and Issues for the following:
  - Appraisal
  - Appraisal Review
  - Fee acquisitions
  - Permanent easements
  - Temporary easements
  - Tenant-owned improvements
  - Permissions to construct
  - Control of access
  - Service point requirements
  - R/W Setting
- Coordinate Right-of-Way Setting Meetings and assist the design team by providing input and recommendations on right-of-way needs (i.e. location, limits, duration and purpose), and the types of rights to be acquired. The type and purpose of the rights to be acquired may include fee title, permanent easement, temporary/construction easement, replacement utility easements, permissions to construct and control of access. In addition, the Consultant right-of-way staff will assist with any right-of-way issues including but not limited to locked gates, service point locations and analyses of alternatives to avoid right-of-way (i.e. purchasing real property versus building retaining walls).
- Right-of-way meetings will include: A right-of-way needs assessment meeting; a pre-right-of-way setting, a final right-of-way setting and amended right-of-way setting meeting, as required. It is assumed that all of these meetings will be held at DEPARTMENT Headquarters in Carson City. The DEPARTMENT will determine appropriate attendance by DEPARTMENT and FHWA staff.
- Respond to property owners and to general public inquiries regarding right-of-way acquisition and relocation procedures under the Uniform and the DEPARTMENT's Right-of-Way Manual.

#### 5.9.1 Survey Services

The SERVICE PROVIDER will:

##### General Tasks

- Follow the regulations set forth in the Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), United States Code (USC) and the Code of Federal Regulations (CFR).
- Strive for accuracy, visual clarity and sound land surveying practices while producing the mapping, legal descriptions, calculations and title research so they may be accepted in any court as professional work, if the situation arises.
- Meet with RWSS Manager II, PLS, prior to beginning survey services activities to review standards and procedures, and to determine the approach to services/tasks.

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- Produce and/or maintain the mapping and documentation to show all right-of-way under the jurisdiction of the DEPARTMENT. Right-of-Way is held in various forms such as prescriptive right, permanent easement, license, lease, agreement, deed, fee, Federal Grant and/or Special Use Permit.
- Create and maintain project binders in both hard copy and digital format for assigned projects, in accordance with the *Project Binder Template*, to be provided to the successful Proposer.
- Maintain a project diary for each assigned project, including details of decisions as they are made, dates of task milestones, completions and submittals.
- Attend project meetings as coordinated by DEPARTMENT Project Management.
- Coordinate meetings, as needed, for project team and/or RWSS involvement.
- Use field surveys and public records to determine the location of property boundaries, encumbrances and easements of record for the affected ownerships within project limits.
- Use milepost-based numbering for the naming of DEPARTMENT parcels, utilizing route-type abbreviation, county abbreviation, route name, and milepost location (e.g. U-395-WA-012.345).
- Use appropriate parcel name suffixes for non-fee and surplus parcels, such as “PE” for permanent easements, “TE” for temporary easements, “LE” for-lease parcels, and “LI” for license parcels.
- Review and/or compile current R/W mapping and documents, contract plans, surplus property records, and public records.
- Attend and participate in project R/W setting meetings.
- Create parcel calculations and submit preliminary areas for acquisition parcels to DEPARTMENT Appraisal Section upon completion of R/W settings, consisting of a listing of assessor parcel numbers (APN's), assessor maps, and approximate parcel acquisition areas.
- Assemble packages for RWSS 3-way review. These packages will consist of checked real world parcel calculations with PLSS section tie and point of beginning, 10k calculations, legal descriptions, and R/W Plans with Property Schedule, or related mapping.
- Provide all task and project-related files to RWSS, in digital format, upon completion of services being provided, including: dgn, alg., .pdf, Excel and Word files.
- Provide all task and project-related files to RWSS, in hard-copy format, upon completion of services being provided. These include wet-stamped originals and all documents with original signatures or initials.

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### Survey

- Coordinate survey activities with DEPARTMENT Location Division. Obtain the most recent survey data for the project, including from adjacent projects. Ensure project coordinates are compatible and in accordance with the latest edition of the *NDOT Special Instructions for Location Consultants*.
- Prepare and submit requests for survey, upon RWSS Manager II, PLS review and approval, to the DEPARTMENT Location Division.
- Coordinate with the Location Division to schedule work.
- Include RWSS Management in the correspondence trail for all project and task related services.
- Gather all available information from the public record, the DEPARTMENT's Location Division, and any other pertinent sources.

### Title

- Preliminary stages - capacity project: research and summarize the number of parcels potentially affected by the corridor alignment or alignments. The summary of County assessor land ownership names and addresses are forwarded to the Hearings Officer for use in coordinating public hearings.
- After the R/W is set, determine which parcels need preliminary title reports for projects involving the acquisition of property rights.
- A preliminary title report is valid only if it is less than six (6) months old from the date of issue, with the exception of the Las Vegas area.
- Preliminary title reports older than these dates will require title updates or requests for new preliminary title reports, if there is a substantial change in ownership, encumbrances, or both.
- Prepare chain of title research, if necessary, including online database searches of county assessor and recorder websites, and site visits to research grantee/grantor indexes.
- Save digital copies of all research, documents, maps, etc.

### Calculations

- Use the versions of MicroStation and InRoads currently used by the DEPARTMENT, using English units for all calculation reports.
- Use industry standards, the 'draft' *Calculations Standards* as detailed in *Appendix A* of the folder titled Handbook, (to be provided to the successful Proposer), and the *2009 BLM Manual of Surveying Instructions* as the basis for the creation of and format for all calculation reports.
- Cite sources of information used, methodology and rationale on all calculation reports.
- Check and initial or stamp all calculations reports to acknowledge review and acceptance.

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- Prepare a map to accompany all calculation reports showing the calculated points as they relate to the subject parcels/linework.
- Complete section net and land boundary calculations will be produced to create a reliable PLSS-based grid to adequately describe and map property boundaries.
- Use DEPARTMENT-generated centerlines, as provided by the DEPARTMENT Design or Location divisions.
- Use a common header at the top of all calculation reports, describing the type of calculations, i.e. Section Net, Centerline, Previously Acquired R/W, Preliminary Total Property, Real World Total, Preliminary Acquisition, Real World Acquisition with Tie and Point of Beginning (POB), and 10k Acquisition with closure.
- Use bold text for all newly created points and descriptions in Preliminary Calculation Reports.
- Use two (2) decimal places for linear distances, as well as acreage and square footage in all calculation reports.
- Prepare previously acquired R/W calculations.
- Prepare preliminary parcel calculations. Preliminary calculation reports will have a preamble, when necessary, at the beginning or along the side of the report to describe what, why and how regarding the calculations.
- Prepare real world calculations with parcel ties.
- Prepare 10k calculations of real world calculations with closure.
- Prepare 10k calculations of the Legal Description.
- Create clearance calculations as evidence for R/W breaks.
- Calculate parcel alignments in a clockwise direction.

### Mapping

- Produce CADD-generated R/W Plans for DEPARTMENT acquisition projects, and Sketch Maps for disposal, lease, or license of DEPARTMENT parcels.
- Prepare CADD-generated R/W mapping utilizing the current version of MicroStation being used by DEPARTMENT.
- Use the "Nevada DOT" tools created and maintained by the DEPARTMENT's CADD Support Division.
- Base the line work for relevant boundaries off calculations using the version of InRoads currently in use by the DEPARTMENT.
- R/W Plans are to be of a suitable scale, CADD-generated and sized to print on 11" x 17" paper.
- Sketch Maps are to be of a suitable scale, CADD-generated and sized to print on 8 1/2" x 11" paper with a 1" margin on all sides.

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- Submit 30%, 60%, and 90% R/W Plans digitally to RWSS for review as they become available.
- Submit one (1) complete PLS stamped hard copy and digital set of final R/W Plans to RWSS (including Property Schedule), along with final CADD MicroStation mapping files (dgn. format), the InRoads-based calculation reports with accompanying maps depicting points.
- Coordinate map identification numbers with the RWSS Business Process Analyst for retention in the DEPARTMENT's IRWIN database. These numbers will be placed on each generated map.
- Adhere to the standards/formats for all R/W Plans as they pertain to the Cover Sheet, Legend Sheet (Symbology Sheet), Layout Sheet, Interior Sheets, and Property Schedule.

### **Legal Descriptions**

- Compose legal descriptions used in the preparation of legal documents for such purposes as appraisal, acquisition or condemnation of property, leasing, licensing, sale, relinquishment or abandonment of property held by the DEPARTMENT in the name of the State of Nevada.
- Write the legal description in accordance with DEPARTMENT and industry standards so that the property may be located on the ground by any competent surveyor and is capable of withstanding a test in a court of law.
- A description of land shall have a base of location by reference to: lines of the Public Land Survey System, recorded subdivision, adjoining lands of record, physical monuments, or any point or line which can be identified with relation to other records.
- Create legal descriptions using Microsoft Word in digital format, scans of signed off/PLS stamped legal descriptions in Adobe pdf format.
- Complete a legal description of each parcel for inclusion as an attachment (Exhibit "A") to a recordable grant or deed acceptable to the DEPARTMENT.
- Prepare legal descriptions adhering to RWSS standards and formatting as defined in the RWSS SharePoint site under *Legal Description Format*.

### **Reviews**

- Perform internal reviews for cohesiveness and accuracy of the calculations, mapping and legal descriptions as produced, with evidence of the reviews shown with initials of the reviewers. The creator of a document shall not be its reviewer.
- Submit items in progress or completed to RWSS management for review.

### **Submittals**

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- Submit completed mapping and legal descriptions to DEPARTMENT R/W Acquisitions and Appraisal in accordance with the memos in the *Initial Submission Memos* folder.
- Submit final mapping to the RWSS Business Process Analyst for retention in DEPARTMENT's IRWIN database.

### Federal Lands

- Coordinate applications and highway easement deeds for highway rights-of-way and material sites from the Bureau of Land Management (BLM) or the U.S. Forest Service (USFS) through the R/W and Civil Rights Program Manager of the Federal Highway Administration, Nevada Division. The mapping that will be prepared to support such an application will be to the R/W Plan standards.
- Certify, through R/W Management, the R/W which falls upon public lands once a *Letter of Consent* is issued by the BLM or USFS, and the R/W easement deeds are signed and recorded in the appropriate county recorder's office.
- Utilize the processes as described in the current *Memorandum of Understanding and Operating Manual* for transactions dealing with the BLM.

### Checklists

- Use appropriate checklists as found in the RWSS SharePoint site. Checklists exist for tasks including Surpluses, Resolutions, Lands Acquired Reports, Final Vouchers, R/W Verifications, leases and licenses, etc. All necessary checklists will be provided to the successful Proposer.

### 5.9.2 Appraisal

The SERVICE PROVIDER will:

- For each parcel (acquisition/disposal) to be valued for the DEPARTMENT:
  - Provide the DEPARTMENT with an appraisal report prepared by a DEPARTMENT approved appraiser.
- Coordinate selection of qualified, Certified Appraisers who are licensed by the State of Nevada and approved by the DEPARTMENT's Right-of-Way Division. DEPARTMENT approval is required for each appraiser and each review appraiser the Service Provider plans to use for this project.
- Prepare the appraisal in conformance with Law (including the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended), and in accordance with professional appraisal methods and applicable DEPARTMENT standards as described in the DEPARTMENT Right-of-Way Manual.
- Establish personal pre-appraisal contact with each owner of record and each occupant lessee or tenant. Contact shall be in person and in writing. The written contact may be but is not limited to the mailing of an introductory letter. Offer each owner of record, party of interest and any occupants, tenants and lessees; or their designated representatives, in writing, via certified mail return receipt,



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the opportunity to accompany the appraiser on the appraiser's inspection of the parcel. The appraiser shall maintain a record of all such contacts. Said report shall be included with the appraisal in the acquisition file. If the appraiser is not able to contact the owner by certified mail the appraiser shall use other reasonable and necessary methods to contact that owner and document the methods used in that effort. If contact is not possible or the owner(s) decline to accompany the appraiser for the property inspection, the appraiser shall document these facts in his/her appraisal report.

- Prepare an appraisal report (self-contained/comprehensive) for each parcel that:
  - Complies with and includes all matters required by this agreement and the DEPARTMENT R/W related manuals; and other applicable guidelines.
  - Satisfies the requirements of the Uniform Standards of Professional Appraisal Practices (USPAP) in effect at the time the appraisal is submitted.
  - Includes all pertinent special analyses, studies, or reports, including but not limited to a Real and Personal Property Report.
- For each parcel, provide the DEPARTMENT's R/W Division with copies of all written leases, licenses, and other occupancy agreements to identify lessees, licensees, and other occupants with potential compensable interests in each parcel to determine the value of each such interest.
- Submit timely written notification to the DEPARTMENT of any concerns that could require environmental remediation of or other special attention to R/W parcels and/or Additional Properties.
- Update appraisals and appraisal reviews when required by the DEPARTMENT.
- When requested by the DEPARTMENT, provide copies of appraisal file documents as may be needed to respond to discovery motions or requests for production.

### **Pre-Appraisal Activities**

- Obtain pertinent portions of articles of incorporation or partnership information on property owners from Secretary of State for current status and list of officers. Provide project Planning Notices and General Information Notices to property owners/tenants. Contact and meet with owners/tenants as necessary to obtain signed real property inventory lists and certification of ownership forms. Work with owners and tenants to identify tenant-owned improvements on applicable properties. Provide owner/tenant inventory list to the appraiser.
- Prepare a preliminary scope of work for each parcel.

### **Appraisal Management**

- Analyze each acquisition parcel for project impacts, the larger parcel and partial vs. total take concepts, and access to the remainders in the after

condition. Prepare detailed appraiser instructions including all DEPARTMENT requirements and any special instructions. Solicit bids from no less than three (3) approved appraisers and reviewers. Prepare six (6) letters with exhibits and preliminary parcel scopes. Mail letters to appraisers to obtain bids for appraisals on all parcels. Follow up with appraisers as needed. Prepare appraisal and appraisal review contracts after the bids are reviewed, the appraiser selections have been made, and certificates of insurance coverage are obtained. Meet with appraisers to discuss the project, appraisal issues and DEPARTMENT requirements, including inviting the Owner to accompany appraiser. Establish personal pre-appraisal contact with each owner of record and each occupant lessee or tenant. Contact shall be in person and in writing. The written contact may be but is not limited to the mailing of an introductory letter. Document all contacts using a form approved by the DEPARTMENT. Offer each owner of record, party of interest and any occupants, tenants and lessees or their designated representatives, in writing, via certified mail return receipt, the opportunity to accompany the appraiser on the appraiser's inspection of the parcel. The appraiser shall maintain a record of all such contacts. Said report shall be included with the appraisal in the acquisition file. If the appraiser is not able to contact the owner by certified mail the appraisal shall use other reasonable and necessary methods to contact that owner and document the methods used in that effort. If contact is not possible or the owner(s) decline to accompany the appraiser for the property inspection, the appraiser shall document these facts in his/her appraisal report.

- Appraisal reports shall include, where applicable: cost to cure damages (even if planned to be cured under the contract by construction contract work), determination of retention values for improvements, contributory value of tenant-owned improvements and economic rent for properties that may be rented prior to clearance.
- Obtain appraisal reports and check for compliance with the appraisal contract ensuring that reports meet requirements. Forward report to the review appraiser for formal reviews based on DEPARTMENT format. Submit approved review appraiser's reports and values to the DEPARTMENT for approval. Review invoices from the appraisers and submit for payment.

### **Appraisal Review**

- Document all observed issues with the Appraiser's draft submittals and document Appraiser's response to communicated issues.
- Perform Review Determinations, as necessary

### **5.9.3 Real Property Acquisition**

The SERVICE PROVIDER will:

- Conduct all negotiations in accordance with the requirements of the DEPARTMENT Right-of-Way Manual, Nevada Revised Statutes, The Code

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of Federal regulations and the Uniform Relocations Assistance and Real Property Acquisitions Policies Act of 1970, as amended.

- Provide qualified and experienced agents to work on acquisitions and negotiations
- Identify lessees, licensees, occupants, or other parties with potential compensable interests and if appropriate after consultation with the DEPARTMENT and negotiate with such parties for the acquisition of their compensable interests. Provide timely response to the verbal or written inquiries of any property owner, lessee, licensee, occupant or other holder of a compensable interest, as applicable, not more than ten (10) working days after the inquiry.
- Prepare a working file for each acquisition parcel following the procedures listed in the DEPARTMENT Right-of-Way Manual. Include a just compensation memorandum. Provide the DEPARTMENT's Right-of-Way Division with direct access to a maintained and regularly updated electronic file containing the Negotiator's Diary (Form 529) for each owner documenting each owner contact with the date, time, location, persons present, and subjects discussed during each contact.
- Verify negotiation data by reviewing and verifying right of way engineering data, title, appraisal reports, deeds, legal descriptions, parcel maps and conducting field reviews. Identify all title exceptions and subordinate rights to be cleared and obtain necessary documents to clear these from title. Conduct field review of the acquisition.
- Make initial contact with owners by telephone to gather pertinent data, lease facts, and information to complete an Ownership Occupancy form (Form 547).
- Prepare acquisition packages in accordance with DEPARTMENT policies and procedures to include a Letter of Offer, Appraisal Summary Statement, Public Highway Agreement, Deed, FHWA's ACQUISITION Brochure Publication No. FHWA-HEP-05-030 and Title VI Questionnaire.
- Submit the acquisition packages to the DEPARTMENT's Right-of-Way Division for preliminary review prior to contacting owners. Such packages shall be reviewed and returned to the Service Provider with comment or direction for corrections within ten (10) working days. The Service Provider shall make all recommended corrections and return the packages to the DEPARTMENT's Right-of-Way Division for final preliminary review prior to contacting the owners. This package shall include the Public Highway Agreement, Preliminary Title Report, Deeds, Legal Description, Appraisal Summary Statement, Negotiator's Diary, Title VI Questionnaire, R/W parcel maps, agent's business card, a copy of the Just Compensation Memo and Mutual Release forms when applicable.
- Make every reasonable effort to meet with owners as soon as possible after receipt of acquisition approval from DEPARTMENT. Meet with owners in person to present the acquisition packages if possible. When owners reside outside the local area the initial offer may be made by U.S. Mail. In such

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cases the agent shall follow up within three (3) business days to ensure the owner understands the details of the project, its effect on the property, the amount of the offer and the owner's rights under the Uniform Act. Such contacts shall be clearly documented in the agent's parcel diary.

- Provide an appraisal copy to the owner upon request. When tenant-owned improvements have been certified and released by owner and tenant, make offers to tenants for tenant-owned improvements including Offer Letter, Appraisal Summary Statement, Public Highway Agreement, Deed, and obtain and record a signed Mutual Release & Certification form.
- Explain the acquisition process by answering questions, addressing concerns and problem solving through negotiations. Allow a reasonable amount of time (at least thirty (30) calendar days) for the owner/tenant to consider the offer with multiple contacts being made to answer questions, research issues and concerns, resolve differences and obtain DEPARTMENT input.
- Open and coordinate the close of escrow with a title/escrow company for accepted offers. Inform DEPARTMENT with memo and attachments. Promptly prepare and transmit closing package to the DEPARTMENT Staff Specialist with a summary memo, request for payment and all appropriate documents and forms as outlined in the DEPARTMENT Right-of-Way Manual. Provide DEPARTMENT information for payment of escrow fees including an escrow invoice and supporting documentation. Meet owner/tenant onsite for a walk-through, obtain keys and take physical possession of property. Monitor closing of escrow to ensure timely payment to owners.
- Advise the property owners and other holders of compensable interests or their representatives of the administrative settlement process for rejected offers. In all dealings with property owners and other holders of compensable interests, clearly represent and maintain that the DEPARTMENT has the ultimate decision authority regarding any settlement requests. Confer with and deliver to the project Right-of-Way Coordinator any settlement request from property owners, lessees, licensees, occupants, or other holders of any compensable interest, as applicable, including a detailed recommendation from the Service Provider. Assist with counter-offers as required and present them to the DEPARTMENT for consideration. Assist with the negotiation of administrative settlements and prepare settlement packages. Deliver the administrative settlement request and the Service Provider's recommendation to the DEPARTMENT within five (5) working days of receipt of the request. Remain open to all reasonable settlement requests (that comply with the regulations as outlined herein) from property owners that are feasible and help expedite the right-of-way acquisition process. Note that the DEPARTMENT encourages all positive and creative solutions that both satisfy the property owner and promote the success of the project.
- Prepare and deliver documents of conveyance to the property owner, lessee, licensee, occupant, or other holder of any compensable interest, as applicable, and obtain their execution of the same. Obtain notarization of all

signatures on documents to be recorded in accordance with Nevada Law. All owners of record need to sign the conveying document. If new parties of interest are discovered during negotiations or vesting is other than was indicated on the original documents, the acquisition file shall be revised to include all corrected grantors and all appropriate forms, deeds and other documents will be revised accordingly. Deliver the original recorded conveyance document or documents to the project Right-of-Way Coordinator.

- Consult with DEPARTMENT's Assistant Chief or appointed designee if Attorneys assistance is needed where agreements cannot be reached. Request the DEPARTMENT's Right-of-Way Division to convene a Condemnation Review Board meeting and prepare condemnation packages as required including Negotiator's Report (Form 561). Provide complete condemnation packages to the DEPARTMENT's Right-of-Way Division no less than ten (10) working days prior to the Condemnation Review Board meeting. Prepare for and attend the Condemnation Review Board meeting to brief the DEPARTMENT on all conditions and progress of the acquisition. Prepare the Letter Rescinding Offer upon receipt of proper notice from the DEPARTMENT.
- Prepare and deliver the Project Certification memo and checklist no later than sixty (60) calendar days prior to the project certification date.
- Review right-of-way activities for entire project and specify locations and time frames on any concurrent work, construction contract work or any requirements to be included in the contract Special Provisions. Address all acquisitions, relocations and demolition activities if applicable.
- Secure an Agreement for Construction Outside Right-of-Way for constructing drive way tie-ins, or other features that benefit the property owner, but which are not required for the project. A Right of Entry is only applicable and approved for use when these construction features can be eliminated from the project if permission to enter and construct is not granted by the property owner or his or her designated representative.
- Complete and record all deeds necessary to transfer real property interests in replacement easements in accordance with DEPARTMENT guidelines. Review preliminary plans for all project phases to ensure that the proposed replacement easements will not be impacted in subsequent phases.

#### 5.9.4 **Billboard Relocation**

- Deliver to Displacee Notices of Relocation Eligibility, Ninety (90) Day Notice, Relocation Brochures and conduct an initial interview in which moving options are explained. Prepare and obtain relocatee's signature on an Inventory of Personal Property. Offer support in locating a replacement site and in obtaining required permits to relocate the billboard. Monitor the billboard removal and conduct a final inspection of the vacated and replacement sites. Prepare payment packages for the removal and re-construction of the billboard which shall include all eligible associated expenses.

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- When possible, relocate a billboard to remainder sites or comparable replacement sites within the City or County.

### 5.10 UTILITY COORDINATION

The SERVICE PROVIDER will provide subsurface utility identification and mapping based on the ASCE 38-02 Quality Levels D, C, B, & A..

- Quality Level 'D' (QLD): Update the utility records research prepared as part of the PROJECT for the existing subsurface and overhead utilities within the limits of the PROJECT.
- Quality Level 'C' (QLC): Provide mapping of existing untraceable subsurface utilities by correlating surveyed surface evidence to the QLD utility records to obtain the utility location.
- Quality Level 'B' (QLB): Provide refined mapping of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities utilizing a locating equipment to detect, verify and designate the location of subsurface utilities from above ground. The utility markings will be field surveyed and the utility mapping refined based on the surveys.
- Quality Level 'A' (QLA): Provide Potholing (vacuum excavation test holes) as needed for the project,

The SERVICE PROVIDER's utility coordination activities include the following:

- Research and obtain utility information from DEPARTMENT, utility companies, and agencies that may be impacted by the PROJECT. Prepare an updated utility base map incorporating the necessary PROJECT information. The base map will be prepared and provided as a roll plot.
- Assist in the identification of utilities that will require relocation, protection, or abandonment due to the proposed project improvements. Prepare Utility Plans and a Utility Conflict Matrix for the PROJECT, summarizing these areas. The matrix will identify utility owner, prior rights, location of existing utility, conflict, and resolution. Conceptual costs will be provided for each major utility conflict identified
- Prepare a Pothole Plan over the utility base mapping as a roll plot. The pothole plan will identify key locations where pothole data will be collected and summarized. The pothole locations will be field collected and the data will be documented on individual cut sheets. Each location will be physically marked in the field for collection with the field surveys. A total of 40 locations are assumed.
- Assist in the development of agreements between DEPARTMENT and utility companies.
- Coordination with potential new utilities.

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- Provide assistance in the determination of any right-of-way acquisition or easement requirements for utility relocations and/or new utilities.

The SERVICE PROVIDER will be responsible for UPRR coordination within the project limits and assist the DEPARTMENT in preparing Preliminary Engineering agreements, if necessary. The SERVICE PROVIDER will be required to coordinate and attend coordination meetings with the DEPARTMENT Right-of-Way and Utilities staff with UPRR staff. All coordination with UPRR will be the responsibility of the SERVICE PROVIDER with input from the DEPARTMENT's Right-of-Way and Utility section supervisors.

### **Deliverables**

- Utility Base Map in MicroStation CADD electronic format
- Utility Plans
- Utility Conflict Matrix
- Utility Conflict Costs
- Pothole Plan
- Potholing – 40 locations
- Pothole Data Sheets

### **5.11 RAILROAD COORDINATION**

The SERVICE PROVIDER will oversee and support NDOT with technical review and processing for approval of UPRR Construction and Maintenance Agreements. The SERVICE PROVIDER will assist in coordinating Design-Builder and UPRR design reviews, facilitate receipt of UPRR approvals of Design-Builder designs, and oversee compliance with the plans and specifications by the Design-Builder with UPRR guidelines. The SERVICE PROVIDER will assist NDOT in overseeing and coordinating with UPRR regarding all Project work affecting UPRR.

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## 6 ENVIRONMENTAL

SERVICE PROVIDER will participate in the RFQ Development confirming the RFQ reflects NDOT commitments in the environmental document. The work will include development of environmental exclusion area mapping to provide to the Proposers, attending one RFP meeting, preparing and/or reviewing environmental specifications, and answering environmental questions from the Proposers.

SERVICE PROVIDER will complete up to 10 reviews of design submittals, proposals, and ATC's to confirm the proposed design is consistent with environmental commitments identified in the RFP.

SERVICE PROVIDER will facilitate up to five (5) meetings to specifically address environmental commitments (three (3) meetings will be held via webex, two (2) will be in-person meetings). Up to five (5) design submittals will be reviewed by SERVICE PROVIDER's cultural resources staff and biological resources staff to confirm consistency with impacts disclosed in the EA and environmental commitments.

This work assumes:

- Contributions to the RFQ and two (2) rounds of reviews and edits.
- Development of environmental specifications and two (2) rounds of edits.
- Development of environmental exclusion area mapping.
- Developing answers to up to 30 environmental questions from Proposers.
- Up to ten (10) reviews of design submittals proposals and ATC's by SERVICE PROVIDER's environmental staff, and five (5) reviews by SERVICE PROVIDER's biological and cultural resources staff.
- Up to five (5) environmental meetings; three (3) via web ex and two (2) in-person.

### 6.1 **NEPA SUPPORT**

The SERVICE PROVIDER will provide data to the DEPARTMENT for preparation of the Category Exclusions (CE). It is assumed that the CE would not require a public hearing. It is assumed that the Section 106 process for the larger Reno Spaghetti Bowl project will satisfy Section 106 requirements for this project.

The Service Provider will assess **air quality impacts** of the project. The analysis will include the following:

#### ***Conformity Determination –***

- Regional conformity of the project will be demonstrated by the inclusion of the project in the latest conforming regional transportation plan (RTP) and the federal transportation improvement program (FTIP).
- Project level conformity will be evaluated for nonattainment or maintenance pollutants, including CO and PM10.

#### ***CO Hot Spot Analysis –***



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- The first step is to determine if any of the intersections meet the FHWA CO Categorical Finding. Based on the information from the NDOT and Washoe County Washoe County Regional Transportation Commission (RTC), percentage of trucks travel on arterials in the county is approximately 3 percent. The intersections evaluated in the project are anticipated to have similar truck percentages as the county arterials. The intersections of the project area are not applicable to use FHWA's 2017 Carbon Monoxide Categorical Hot-Spot Finding (CO Categorical Finding) to demonstrate conformity because the truck percentage is lower than the screening criteria of 5%. Therefore, quantitative CO hot spot modeling is required.
- CO modeling for the worst-case intersections will be performed using MOVES2014a and Cal3QHC. The team will obtain intersection traffic data from Phase 1's traffic analysis and up to 6 intersections per alternative will be modeled.

***PM10 Hot Spot Analysis–***

- If Phase 1 project would not cause increase of AADT from No Build condition, the project would not be a Project of Air Quality Concern (POAQC) according to the EPA/FHWA Transportation Conformity Guidance for Quantitative Hot-Spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas (November 2015). The project would meet the conformity requirements without a quantitative modeling. Determination of the project not being a POAQC will be documented in the technical memorandum.

***Mobile Source Air Toxics (MSAT) Analysis -***

- The project would likely to be a project with low potential MSAT effects due to its minimal effects on vehicle mix and AADT in the project area. The team will perform a qualitative MSAT analysis following FHWA's 2016 Updated Interim Guidance on Mobile Source Air Toxic Analysis in NEPA Documents.

***Short-term Air Quality Impacts –***

- Short-term air quality impacts from project construction will be evaluated qualitatively based on construction duration, construction activities, and the implementation of emission minimization and reduction measures.

The SERVICE PROVIDER will assess noise impacts of the PROJECT

A Traffic Noise Technical Report will document the methodology, assumptions used to guide the analysis, impact assessment, and evaluation of abatement measures. The traffic noise study will be based on the FHWA (23 CFR 772) and NDOT (Traffic and Construction Noise Analysis and Abatement Policy) procedures. The analysis for the PROJECT will include the following:

- The PROJECT will utilize the existing RSB noise measurements (M4) to validate/calibrate the traffic noise model and to document existing noise levels.
- Once the model has been validated, existing peak-hour traffic will be used with posted speed limit speeds to calculate existing peak-hour noise levels.

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- Using future traffic volume predictions, the opening year traffic noise level (2040) for Phase 1 and the Future No Build Alternative using TNM.
- The noise sensitive land uses used in the analysis will be based on the RSB noise analysis.
- Traffic noise abatement barriers will be considered at locations along the alignments where traffic noise impacts are predicted. The analysis will provide location, length, height, profile, estimated cost, and number of benefiting noise-sensitive properties for each proposed barrier.
- The analysis will discuss affected areas that do not meet the NDOT's criteria for abatement and specifically note reasons for not including mitigation.
- Construction activities that may cause annoyance at nearby noise-sensitive land uses will be qualitatively assessed and evaluated in relation to local laws applying to construction noise.
- The analysis will be documented in a report using the standard format.

The SERVICE PROVIDER will assess Section 4(f) and Section 6(f) impacts of the PROJECT

For this assessment, the SERVICE PROVIDER will utilize research and impact assessments previously conducted for the RSB Section 4(f) and Section 6(f) analysis, including associated research and impact assessments conducted as part of the cultural resources/Section 106 effort. The scope of work for this Phase 1 effort will include:

- Identification and description of Section 4(f) resources and Section 6(f) properties in the Phase 1 project impact area (defined as 500 feet from edge of existing right of way).
- Assessment of use for Section 4(f) resources; to include:
  - Assessment of permanent incorporation
  - Assessment of temporary occupancy
  - Assessment of constructive use
- Assessment of Section 6(f) impacts to Fisherman's Park (#1 and #2), including conclusion of no parkland conversion
- Preparation of a "Section 4(f) No Use" memo to file for the CE
- Preparation of a "Section 6(f) No Impact" memo to file for the CE

This work assumes:

- No acquisition of land from any Section 4(f)-or Section 6(f)-protected park/recreation or cultural resource

The SERVICE PROVIDER will assess Environmental Justice impacts of the PROJECT.

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The SERVICE PROVIDER will utilize data collected from Reno-Sparks Indian Colony and US Census to assess impacts to environmental justice populations. It is assumed that no property acquisition or displacements will occur from the RSIC and that no other environmental justice populations will be affected by the PROJECT. The SERVICE PROVIDER will produce a memo that documents the environmental justice population and potential effects on that population.

Environmental impacts other than air quality, noise, Section 4(f)/6(f) and environmental justice will be documented in a single memo that will provide the DEPARTMENT with sufficient documentation to complete the CE. The SERVICE PROVIDER will assist the DEPARTMENT in addressing two rounds of comments on the CE from the Federal Highway Administration.

## 6.2 NEPA RE-EVALUATION

- The re-evaluation will document design changes and impacts in a memo to the file to be kept on record at NDOT and approved by FHWA if necessary.
- The re-design would not result in new potentially significant impacts that necessitate a supplemental NEPA document with public notification requirements.
- It is assumed that project changes would not result in new adverse impacts to cultural resources or require Section 4(f) evaluation.
- A cultural resources survey of up to 10 acres is assumed with recordation required of up to five (5) non-eligible resources.

# Line Item 3

232-17-816

**Request to Solicit Services and Budget Approval (2A)**  
Amendments for time extensions (time only) do not require a form 2a

Initial Budget Request      Request for Amendment #:      Agreement #:

If Amendment, name of Company:

Project ID #(s): None

Type of Services: Traffic Safety Engineering Design Services

Originated by: Jaime Tuddao      Division: Safety Eng      Date Originated: 4/21/2017

 Division Head/District Engineer: Ken Mammen

Budget Category #: 06      Object #: 814P      Organization #: C816

Estimated Cost: \$2,460,000.00      Type of Funding: State      % of Fund: 100

Funding Notes:      State Fiscal Year(s): 18 & 19

FY 18 = \$1,230,000.00; FY 19 = \$1,230,000.00

Using state fund was approved by Front Office (John Terry and Sondra Rosenberg)

**Financial Management:**

DocuSigned by:  
Donna Spelts      5/5/2017  
8A78D93AD716314      Signature      Date

Approval of this form by the Financial Management Division, Budget Section, provides funding authority for the services described. Actual availability of funds and the monitoring of actual expenditures must be determined by the Division Head.

**Project Accounting:**

DocuSigned by:  
Hua Riley      5/5/2017  
22564E6A6F883F6      Signature      Date

**Director:**

Requires Transportation Board Presentation

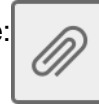
Does not require Transportation Board presentation

DocuSigned by:  
Rudy May      5/9/2017  
C4C7CE5CD588114      Signature      Date

232-17-816

**Attachments:**

Budget by Organization Report (Report No. NBDM30) attached here:



If Amendment, attach original Agreement here:

Any additional information to attach: Yes



**Purpose of, and Justification for, Budget Request:**

One of the guiding principles of the Nevada Strategic Highway Safety Plan is to integrate traffic safety engineering type improvements across the entire system of roads and coordinate with all state and local agencies that have a hand in addressing traffic safety issues on public roads.

In the interest of optimizing transportation safety, Traffic Safety Engineering Division requests approval to solicit engineering services and budget approval for a Request for Proposal. The estimated cost for the above services is \$2,460,000.00, 100% state funding for FY 18 & 19 (please see attached estimates) with an option extending to FY 20 & 21 contingent upon availability of fund. Also, Traffic Safety Engineering is considering contracting with two (2) consultants for these services on an as-needed basis (by Task Order).

**Scope of Services:**

Please see Attachment A



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

April 19, 2018

**TO:** Sondra Rosenberg, Assistant Director Planning  
**FROM:** Ken Mammen, Chief Traffic Safety Engineer *KM*  
**SUBJECT:** Negotiation Summary for Master Agreement, RFP 232-17-816 Traffic Safety Engineering Design Services

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A negotiation meeting was held at NDOT conference room in Carson City on April 4, 2018 with HDR Engineering Inc. (SERVICE PROVIDER), and NDOT Traffic Safety Engineering staff (DEPARTMENT) in attendance. The SERVICE PROVIDER chosen was the most qualified through the Request for Proposal (RFP).

The following key items were discussed:

1. As a result of RFP 232-17-816, three (3) Master Service Agreements have been awarded with SERVICE PROVIDERS to perform the Scope of Services. Work will be issued by Task Order. All Master Service Agreement SERVICE PROVIDERS will be invited to submit a response to a Request for Approach (RFA) when each task is identified. RFAs will be evaluated and ranked by the DEPARTMENT's Project Manager, with final ranking approved by the DEPARTMENT Division Head. The top-ranked SERVICE PROVIDER will be awarded the Task Order. The total amount of Task Orders issued to all SERVICE PROVIDERS related to the Scope of Services under RFP 232-17-816 shall not exceed sum of \$2,460,000.00 which includes the fixed fee. Funds not used during the term of the Master Agreement will not be paid to the SERVICE PROVIDER.
2. The Master Agreement shall be for FY 19 through FY 20 with an option extending for another two years (FY 20 & 21) contingent upon availability of fund.
3. Each Task Order scope of services and cost estimates will be discussed and negotiated by the DEPARTMENT to the successful SERVICE PROVIDER.
4. The scope of services that are to be provided by the SERVICE PROVIDER was reaffirmed by both parties at the outset which may include, but are not limited to the tasks indicated in Attachment A.
5. There is a 2% Disadvantage Business Enterprise (DBE) goal for this agreement.
6. Agreed Fixed Fee is 12.00% (please see attached Fixed Fee calculation).
7. The SERVICE PROVIDER overhead rate of 156.48% of direct labor costs, plus 0.3537% of direct labor costs for Facilities Capital Cost of Money rate (FCCM) was verified and provided by Audit Services Division. No fixed fee is payable on this FCCM cost item.

8. Key personnel who will be dedicated to this project are as follows:

Name	Position
Venu Parimi	Project Manager
Pam Pierce	QC / Design Lead
Asaft Abdo	Design Lead / QC
Robert Acevedo	Traffic Analysis Lead
Laycee Kolkman	Traffic Analysis QC
Richard Storm	Safety Lead
Tarin Velotta	Traffic Engineer
Matt Goette	Safety Engineer
Joanna Opena	Drainage & Utilities Lead
Ryan Henderson	Highway EIT
Trisha Nakakura	Drainage & Utilities EIT
Paul Oxborrow	Civil Designer
Kris Brenner	CADD
Karen Smith	Project Coordinator
Madelene Obena	Accounting


**Subconsultants**

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Reviewed and Approved:

  
Sondra Rosenberg  
Assistant Director Planning

Cc: Agreement Services



## **ATTACHMENT A Scope of Work**

### **100% Final Design, Traffic Safety Engineering Design Services (TSEDS)**

#### **1.0 BACKGROUND:**

The TSEDS projects may be located in urban or rural areas statewide. The projects could be performed on roadways/corridors or intersections or a combination of both. The purpose of this program is to improve traffic safety for all road users, thereby reducing the number and severity of roadway crashes.

#### **2.0 PROJECT MANAGEMENT AND MEETINGS**

##### **2.1 Kick-Off Meeting**

The SERVICE PROVIDER shall prepare an agenda and schedule, and arrange a kick-off meeting with the DEPARTMENT Project Manager, relevant agencies, and stakeholders. This meeting will be held to review the scope of work, and discuss the available data and information provided by the DEPARTMENT. The SERVICE PROVIDER will introduce the project team key personnel, establish line of communications, and clarify the DEPARTMENT's requirements for the project. Identify any missing data and information necessary to proceed with the Project. The SERVICE PROVIDER shall prepare and distribute meeting minutes after the draft meeting minutes are approved by DEPARTMENT's Project Manager. The location of these meetings will be determined in the Task Orders and will be held at various locations, depending on the projects.

##### **2.2 Progress Meeting**

The SERVICE PROVIDER shall arrange and schedule progress/coordination meetings with the DEPARTMENT Project Manager and relevant agencies. Design Progress meetings shall be conducted on a basis specified in the agreement. Each meeting will discuss the project status, work accomplishment, budget, issues, and other relevant topics for the timely completion of the project. The SERVICE PROVIDER shall prepare and distribute meeting minutes after the draft meeting minutes are approved by DEPARTMENT's Project Manager. The location of these meetings will be determined in the Task Orders and will be held at various locations, depending on the projects.

##### **Deliverables:**

- *Project schedule/meeting minutes/invoices/summary of work performed*
- *Progress meeting agenda and notes*

#### **3.0 BASIS OF DESIGN DOCUMENTATION:**

The SERVICE PROVIDER will write a basis of design memorandum to establish the specific design criteria for the project. A list of current general standards/references used in the design are as follows:

- AASHTO's A Policy on Geometric Design of Highways and Streets, 2011
- DEPARTMENT's Road Design Guide, 2010
- The Manual on Uniform Traffic Control Devices, 2009
- AASHTO's Roadside Design Guide, 2011
- DEPARTMENT's Standard Plans for Road and Bridge Construction, 2017
- DEPARTMENT's Standard Specifications for Road and Bridge Construction, 2014
- AASHTO's Highway Safety Manual, latest edition
- Other related approved references by the DEPARTMENT:

As a part of the basis of design document the SERVICE PROVIDER will:

- Establish a list of key DEPARTMENT stakeholders and key stakeholders having interest

in the design of the project.

- Work with various appropriate divisions of the DEPARTMENT to finalize the outline of the design criteria applicable to the project.
- Assist the DEPARTMENT in executing an Interlocal Government Agreement (if required) with the using agency by supplying project information and recommendations.

**Deliverables:**

- *Basis of Design Document, and Assistance to DEPARTMENT with project information in writing the Interlocal Government Agreement (IGA)*

**4.0 FIELD REVIEW AND DATA COLLECTION:**

The SERVICE PROVIDER will perform a project field review, confirm existing conditions, confirm previously performed Road Safety Assessments (RSA) and scoping recommendations/suggestions. The SERVICE PROVIDER will take digital photographs and index locations of project features and produce a photo log.

**Deliverables:**

- *Summary of site visit information and findings*

**5.0 DEVELOP PROJECT ALTERNATIVES:**

The SERVICE PROVIDER will develop three (3) alternative conceptual designs for each project (as applicable and identified by the DEPARTMENT Project Manager). They will create exhibits for each alternative in sufficient detail to perform a comprehensive analysis for the purpose of selecting a preferred design concept alternative with corresponding cost estimates, and to identify potential project risks.

**Deliverables:**

- *Conceptual design plans*
- *Summary of project requirements for each alternative*
- *Conceptual level cost opinion for each alternative*
- *CD with electronic versions of the roll plots, summaries, and cost opinions*

**6.0 SAFETY ANALYSIS:**

The SERVICE PROVIDER will perform a safety analysis to evaluate the alternatives. The analysis will include the following:

- Determine Crash Modification Factor (CMF) applicable to improvements based on Project Alternatives using HSM methods.
- Evaluate the existing crashes based on the data already available through the RSA and Scoping Report.
- Calculate reduction of crashes for the various improvements using HSM methods.
- Determine cost for each of the CMF alternatives.
- Determine BCR (Benefit Cost Ratios) for each alternative.
- Prepare a matrix to compare reductions, costs, and BCRs.
- Prepare Safety Alternatives Evaluation Report.

The SERVICE PROVIDER will submit a Safety Alternatives Evaluation Report to the DEPARTMENT Project Manager for approval. The report will include the exhibits from Deliverable 5.0 above.

**Deliverables:**

- *Operational Analysis Report*
- *Safety Alternatives Evaluation Report*

- *CD of electronic version of each report*

#### **7.0 PRELIMINARY DESIGN (30%):**

The SERVICE PROVIDER will prepare the preliminary plans in accordance with the design alternative selected by the DEPARTMENT. Plans will be prepared in MicroStation, Version 8. Submit deliverables at 30% completion for review by the DEPARTMENT staff and other relevant agencies (as required).

##### **Deliverables:**

- *30% design plans as described above for the preferred alternative.*
- *A CD of the MicroStation CADD files*

#### **8.0 STAKEHOLDER MEETING/PRESENTATION:**

The SERVICE PROVIDER will attend and present the preferred project alternative to the public stakeholders meeting (also to public officials if required). The purpose of the meeting is to present the project design and receive public feedback on the project. The team will prepare project presentation materials and public meeting materials. The team will work with the DEPARTMENT for final meeting content, location of meeting, and list of attendees.

The SERVICE PROVIDER will arrange the public meeting with the assistance of the DEPARTMENT Public Information Officer. Locations of meetings will be determined per Task Orders and may occur statewide, as necessary.

##### **Deliverables:**

- *Develop and Distribute Mailers/Flyers, Newspaper Notice*
- *Presentation Materials (Plots, Handouts, PowerPoint)*
- *Public meeting attendance dependent upon project size/scope, up to a maximum of six (6) attendees from SERVICE PROVIDER)*

#### **9.0 INTERMEDIATE DESIGN (60%)**

After considering and incorporating all the comments/suggestions from the Preliminary Design (30%) and at the direction of the DEPARTMENT, the SERVICE PROVIDER will proceed and prepare the Intermediate Design plans in MicroStation, specifications in Microsoft Word, and cost estimate in Microsoft Excel for the project. The contract documents will comprise preparation of design plans including traffic control plans, special provisions, and bid items list. The cost estimate shall be calculated by the SERVICE PROVIDER which includes quantities for bid items utilizing the DEPARTMENT standard bid items and approximate construction costs. The format and procedures for developing quantities and estimates will be in accordance with DEPARTMENT requirements and contract documents. A Structure List will be inserted into plans package(s) and the methods of measurement and basis of payment to be used will be developed. The SERVICE PROVIDER will prepare the 60% level quantities and engineer's opinion of probable cost, and provide them in Excel spreadsheet format to the DEPARTMENT Project Manager. The SERVICE PROVIDER will submit deliverables at 60% completion for review by the DEPARTMENT staff and other relevant agencies, if required.

##### **Deliverables:**

- *60% design plans as described above for the preferred alternative*
- *A CD of the MicroStation CADD files*
- *Construction cost opinion for 60% design*

#### **10.0 FINAL DESIGN (90%)**

The SERVICE PROVIDER will produce plan sets that are ready for submittal to the DEPARTMENT for use in gaining approval for advertisement. It is referred to as 90% complete,

but it is intended that the design and specifications be 100% complete, except for any minor revisions which may come about as a result of an unanticipated condition. The 60% submittal will be revised and refined to 90%.

#### Plans

This subtask extends the design efforts in the 60% design task and will result in a 90% design package that includes all plan sheets, detail sheets, and related design sheets to be updated and revised according to comments and further refinement.

#### Supplemental Survey

During the 90% design process, identify locations that require additional survey for clarity and staking.

#### Special Provisions

This subtask refines and completes the content of the Special Provisions outlined in Deliverable 9.0 Intermediate Design.

#### Final Constructability Review

Constructability review will be conducted independently by different key personnel of the SERVICE PROVIDER prior to submittal of the 90% design plans. The findings and comments developed from the constructability review will be incorporated into the 90% design plans prior to submittal to the DEPARTMENT for review.

#### Final Design Submittal & Review

This subtask will address the preparation of a 90% level package and submittal to the DEPARTMENT's Project Manager for review. Schedule demands suggest that this review will be a working meeting between the SERVICE PROVIDER and the DEPARTMENT's Project Manager, reconciling comments and producing those documents needed by the DEPARTMENT to move forward in their process.

#### **Deliverables:**

- *Final Technical Memorandum*
- *Two (2) master plan sets of the 90% design plans (11"x 17" format) and Bid List with a modified engineer's estimate of probable cost for a working meeting with the DEPARTMENT, and PDF versions of each.*
- *Comment/review meeting minutes with DEPARTMENT at 90% design submittal*
- *Comments by other relevant agencies*

### **11.0 SPECIFICATION REVIEW:**

The SERVICE PROVIDER will attend the Specifications Review meeting with the DEPARTMENT and confirm that plans/specifications match procurement procedures. The SERVICE PROVIDER will prepare responses from comments at the Specifications Review Meeting in coordination with the design team and meet with the DEPARTMENT to discuss and finalize responses to all Specification Review comments before proceeding to Pre-Final Submittal.

#### **Deliverables:**

- *One (1) reproducible Specs Review 11"x 17" color plan set and PDF version.*
- *Specs Review Bid List*
- *Specs Review Opinion of Probable Cost*
- *Spec Review Responses*

### **12.0 FINAL PS&E (100%)**

This task addresses the preparation of signed and sealed plans, specifications and cost estimate

materials that will be incorporated into bidding documents. The PS&E Final Documents will be submitted to the DEPARTMENT for advertisement.

The SERVICE PROVIDER will integrate all reconciled DEPARTMENT and relevant agencies' comments and prepare final plan sets for inclusion in bid documents. Major design changes to the pre-bid and bid documents are outside the scope and only minor changes to the plan set are to be incorporated. The SERVICE PROVIDER will coordinate closely with the DEPARTMENT in providing reproducible originals in hard copy (11"x 17" format, bond, color) and electronic file format to the appropriate DEPARTMENT personnel for bid document preparation.

All Improvement Plans are to be sealed by a Nevada Registered Professional Engineer.

**Deliverables:**

- *One (1) final reproducible 11"x 17" color plan set and PDF version*
- *Final Bid List*
- *Final Opinion of Probable Cost*

**13.0 POST DESIGN**

The SERVICE PROVIDER will provide contract administration and construction support during the bidding and construction phase of the project. This task will include the following post-design services:

**13.1 During the Construction Contract Advertising Period:**

Supplemental Notices

The SERVICE PROVIDER will prepare addendum to the bid plan sheets, structures list, and technical specifications.

Pre-Bid Conference

Under this subtask, the SERVICE PROVIDER will attend pre-bid conference with the DEPARTMENT and the potential bidders.

Request for Information

Each contracting entity will also encounter elements of the contract documents that require more information to be provided before the contractor can submit a bid. The SERVICE PROVIDER will develop and submit to the DEPARTMENT a response to each RFI.

**13.2 After Award of the Construction Contract**

Pre-Construction Conference

The SERVICE PROVIDER will attend the pre-construction conference with the DEPARTMENT and the successful contractor to provide design clarification, if needed.

Prepare Supplemental Analysis and Drawings

Provide supplemental analysis and drawings to accommodate the DEPARTMENT's requests as conveyed to the SERVICE PROVIDER. These supplemental drawings would be requested by the DEPARTMENT due to (a) unforeseen field conditions, (b) changed field conditions or (c) Contractor proposed/caused design changes. As requested by the DEPARTMENT Project Manager, provide signed and sealed drawings and/or sketches required for this project.

Shop Drawing Review

Review shop drawings for design compliance. The DEPARTMENT will supply sufficient copies so that the SERVICE PROVIDER may retain one (1) copy. The SERVICE PROVIDER will be

responsible for initial review and review of subsequent re-submittal.

Submittal Data Review

Review submittal data and provide comments and recommendations to the DEPARTMENT regarding conformance with the project plans and specifications. This process typically spans six to twelve months. The SERVICE PROVIDER will compare the submittal against the requirements defined in the Special Provisions. Critical deviations will be noted in writing on each copy of the submittal along with the resulting review status.

Meeting Attendance

Attend project meetings held to discuss issues that arise during the construction and/or system integration phase of the project.

**Deliverables:**

- *Shop drawing review*
- *Submittal data review*
- *RFI response development*
- *Supplemental Analyses and Drawings*
- *Meeting Attendance*

232-17-816

**Request to Solicit Services and Budget Approval (2A)**  
Amendments for time extensions (time only) do not require a form 2a

Initial Budget Request      Request for Amendment #:      Agreement #:

If Amendment, name of Company:

Project ID #(s): None

Type of Services: Traffic Safety Engineering Design Services

Originated by: Jaime Tuddao      Division: Safety Eng      Date Originated: 4/21/2017

 Division Head/District Engineer: Ken Mammen

Budget Category #: 06      Object #: 814P      Organization #: C816

Estimated Cost: \$2,460,000.00      Type of Funding: State      % of Fund: 100

Funding Notes:      State Fiscal Year(s): 18 & 19

FY 18 = \$1,230,000.00; FY 19 = \$1,230,000.00

Using state fund was approved by Front Office (John Terry and Sondra Rosenberg)

**Financial Management:**

DocuSigned by:  
Donna Spelts      5/5/2017  
8A78D93AD716314      Signature      Date

Approval of this form by the Financial Management Division, Budget Section, provides funding authority for the services described. Actual availability of funds and the monitoring of actual expenditures must be determined by the Division Head.

**Project Accounting:**

DocuSigned by:  
Hua Riley      5/5/2017  
22564E6A6F883F6      Signature      Date

**Director:**

Requires Transportation Board Presentation

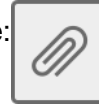
Does not require Transportation Board presentation

DocuSigned by:  
Rudy May      5/9/2017  
C4C7CE5CD588114      Signature      Date

232-17-816

**Attachments:**

Budget by Organization Report (Report No. NBDM30) attached here:



If Amendment, attach original Agreement here:

Any additional information to attach: Yes



**Purpose of, and Justification for, Budget Request:**

One of the guiding principles of the Nevada Strategic Highway Safety Plan is to integrate traffic safety engineering type improvements across the entire system of roads and coordinate with all state and local agencies that have a hand in addressing traffic safety issues on public roads.

In the interest of optimizing transportation safety, Traffic Safety Engineering Division requests approval to solicit engineering services and budget approval for a Request for Proposal. The estimated cost for the above services is \$2,460,000.00, 100% state funding for FY 18 & 19 (please see attached estimates) with an option extending to FY 20 & 21 contingent upon availability of fund. Also, Traffic Safety Engineering is considering contracting with two (2) consultants for these services on an as-needed basis (by Task Order).

**Scope of Services:**

Please see Attachment A





1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

April 19, 2018

**TO:** Sondra Rosenberg, Assistant Director Planning  
**FROM:** Ken Mammen, Chief Traffic Safety Engineer *km*  
**SUBJECT:** Negotiation Summary for Master Agreement, RFP 232-17-816 Traffic Safety Engineering Design Services

---

A negotiation meeting was held at NDOT conference room in Carson City on March 15, 2018 with Kimley-Horn and Associates staff (SERVICE PROVIDER), and NDOT Traffic Safety Engineering staff (DEPARTMENT) in attendance. The SERVICE PROVIDER chosen was the most qualified through the Request for Proposal (RFP).

The following key items were discussed:

1. As a result of RFP 232-17-816, three (3) Master Service Agreements have been awarded with SERVICE PROVIDERs to perform the Scope of Services. Work will be issued by Task Order. All Master Service Agreement SERVICE PROVIDERs will be invited to submit a response to a Request for Approach (RFA) when each task is identified. RFAs will be evaluated and ranked by the DEPARTMENT's Project Manager, with final ranking approved by the DEPARTMENT Division Head. The top-ranked SERVICE PROVIDER will be awarded the Task Order. The total amount of Task Orders issued to all SERVICE PROVIDERs related to the Scope of Services under RFP 232-17-816 shall not exceed sum of \$2,460,000.00 which includes the fixed fee. Funds not used during the term of the Master Agreement will not be paid to the SERVICE PROVIDER.
2. The Master Agreement shall be for FY19 through FY 20 with an option extending for another two years (FY 21 & 22) contingent upon availability of fund.
3. Each Task Order scope of services and cost estimates will be discussed and negotiated by the DEPARTMENT to the successful SERVICE PROVIDER.
4. The scope of services that are to be provided by the SERVICE PROVIDER was reaffirmed by both parties at the outset which may include, but are not limited to the tasks indicated in Attachment A.
5. There is a 2% Disadvantage Business Enterprise (DBE) goal for this agreement.
6. Agreed Fixed Fee is 12.50% (please see attached Fixed Fee calculation).

7. The SERVICE PROVIDER overhead rate of 197.02% of direct labor costs, plus 0.51% of direct labor costs for Facilities Capital Cost of Money rate (FCCM) was verified and provided by Audit Services Division. No fixed fee is payable on this FCCM cost item.
8. Key personnel who will be dedicated to this project are as follows:

<b>Title</b>	<b>Name</b>
Project Manager/Facilitator	Mike Colety, P.E., PTOE
Senior Roadway Engineer, QA/QC	Shannon Ahartz, P.E.
Task Manager	David Tusler, P.E.
Task Manager	Michael Mosley, P.E., PTOE
Senior Traffic Engineer/ICE	Molly O'Brien, P.E., PTOE
Senior Traffic Engineer/ICE	Lindsay Saner, P.E., PTOE


**Subconsultants:**

Silver State Traffic Data Collection (A Nevada DBE firm)  
 1819 Quarley Place  
 Henderson, Nevada 89041  
 Susan Thomason, Owner  
 (702) 898-1968, sstraffic@msn.com

Aerotech Mapping, Inc. (DBE No. NV00968UCPN)  
 2580 Montessouri Suite 104  
 Las Vegas, NV 89117  
 Leo Torres, VP  
 702-228-6277, leotorres@atmlv.com

Heritage Survey  
 1895 Village Center Cir,  
 Las Vegas, NV 89134  
 Dennis Layton, Owner  
 702-474-6277, DLayton@hs4maps.com

Reviewed and Approved:

  
Sondra Rosenberg  
 Assistant Director Planning

Cc: Agreement Services

## **ATTACHMENT A Scope of Work**

### **100% Final Design, Traffic Safety Engineering Design Services (TSEDS)**

#### **1.0 BACKGROUND:**

The TSEDS projects may be located in urban or rural areas statewide. The projects could be performed on roadways/corridors or intersections or a combination of both. The purpose of this program is to improve traffic safety for all road users, thereby reducing the number and severity of roadway crashes.

#### **2.0 PROJECT MANAGEMENT AND MEETINGS**

##### **2.1 Kick-Off Meeting**

The SERVICE PROVIDER shall prepare an agenda and schedule, and arrange a kick-off meeting with the DEPARTMENT Project Manager, relevant agencies, and stakeholders. This meeting will be held to review the scope of work, and discuss the available data and information provided by the DEPARTMENT. The SERVICE PROVIDER will introduce the project team key personnel, establish line of communications, and clarify the DEPARTMENT's requirements for the project. Identify any missing data and information necessary to proceed with the Project. The SERVICE PROVIDER shall prepare and distribute meeting minutes after the draft meeting minutes are approved by DEPARTMENT's Project Manager. The location of these meetings will be determined in the Task Orders and will be held at various locations, depending on the projects.

##### **2.2 Progress Meeting**

The SERVICE PROVIDER shall arrange and schedule progress/coordination meetings with the DEPARTMENT Project Manager and relevant agencies. Design Progress meetings shall be conducted on a basis specified in the agreement. Each meeting will discuss the project status, work accomplishment, budget, issues, and other relevant topics for the timely completion of the project. The SERVICE PROVIDER shall prepare and distribute meeting minutes after the draft meeting minutes are approved by DEPARTMENT's Project Manager. The location of these meetings will be determined in the Task Orders and will be held at various locations, depending on the projects.

#### **Deliverables:**

- *Project schedule/meeting minutes/invoices/summary of work performed*
- *Progress meeting agenda and notes*

#### **3.0 BASIS OF DESIGN DOCUMENTATION:**

The SERVICE PROVIDER will write a basis of design memorandum to establish the specific design criteria for the project. A list of current general standards/references used in the design are as follows:

- AASHTO's A Policy on Geometric Design of Highways and Streets, 2011
- DEPARTMENT's Road Design Guide, 2010
- The Manual on Uniform Traffic Control Devices, 2009
- AASHTO's Roadside Design Guide, 2011
- DEPARTMENT's Standard Plans for Road and Bridge Construction, 2017
- DEPARTMENT's Standard Specifications for Road and Bridge Construction, 2014
- AASHTO's Highway Safety Manual, latest edition
- Other related approved references by the DEPARTMENT:

As a part of the basis of design document the SERVICE PROVIDER will:

- Establish a list of key DEPARTMENT stakeholders and key stakeholders having interest

in the design of the project.

- Work with various appropriate divisions of the DEPARTMENT to finalize the outline of the design criteria applicable to the project.
- Assist the DEPARTMENT in executing an Interlocal Government Agreement (if required) with the using agency by supplying project information and recommendations.

**Deliverables:**

- *Basis of Design Document, and Assistance to DEPARTMENT with project information in writing the Interlocal Government Agreement (IGA)*

**4.0 FIELD REVIEW AND DATA COLLECTION:**

The SERVICE PROVIDER will perform a project field review, confirm existing conditions, confirm previously performed Road Safety Assessments (RSA) and scoping recommendations/suggestions. The SERVICE PROVIDER will take digital photographs and index locations of project features and produce a photo log.

**Deliverables:**

- *Summary of site visit information and findings*

**5.0 DEVELOP PROJECT ALTERNATIVES:**

The SERVICE PROVIDER will develop three (3) alternative conceptual designs for each project (as applicable and identified by the DEPARTMENT Project Manager). They will create exhibits for each alternative in sufficient detail to perform a comprehensive analysis for the purpose of selecting a preferred design concept alternative with corresponding cost estimates, and to identify potential project risks.

**Deliverables:**

- *Conceptual design plans*
- *Summary of project requirements for each alternative*
- *Conceptual level cost opinion for each alternative*
- *CD with electronic versions of the roll plots, summaries, and cost opinions*

**6.0 SAFETY ANALYSIS:**

The SERVICE PROVIDER will perform a safety analysis to evaluate the alternatives. The analysis will include the following:

- Determine Crash Modification Factor (CMF) applicable to improvements based on Project Alternatives using HSM methods.
- Evaluate the existing crashes based on the data already available through the RSA and Scoping Report.
- Calculate reduction of crashes for the various improvements using HSM methods.
- Determine cost for each of the CMF alternatives.
- Determine BCR (Benefit Cost Ratios) for each alternative.
- Prepare a matrix to compare reductions, costs, and BCRs.
- Prepare Safety Alternatives Evaluation Report.

The SERVICE PROVIDER will submit a Safety Alternatives Evaluation Report to the DEPARTMENT Project Manager for approval. The report will include the exhibits from Deliverable 5.0 above.

**Deliverables:**

- *Operational Analysis Report*
- *Safety Alternatives Evaluation Report*

- *CD of electronic version of each report*

#### **7.0 PRELIMINARY DESIGN (30%):**

The SERVICE PROVIDER will prepare the preliminary plans in accordance with the design alternative selected by the DEPARTMENT. Plans will be prepared in MicroStation, Version 8. Submit deliverables at 30% completion for review by the DEPARTMENT staff and other relevant agencies (as required).

##### **Deliverables:**

- *30% design plans as described above for the preferred alternative.*
- *A CD of the MicroStation CADD files*

#### **8.0 STAKEHOLDER MEETING/PRESENTATION:**

The SERVICE PROVIDER will attend and present the preferred project alternative to the public stakeholders meeting (also to public officials if required). The purpose of the meeting is to present the project design and receive public feedback on the project. The team will prepare project presentation materials and public meeting materials. The team will work with the DEPARTMENT for final meeting content, location of meeting, and list of attendees.

The SERVICE PROVIDER will arrange the public meeting with the assistance of the DEPARTMENT Public Information Officer. Locations of meetings will be determined per Task Orders and may occur statewide, as necessary.

##### **Deliverables:**

- *Develop and Distribute Mailers/Flyers, Newspaper Notice*
- *Presentation Materials (Plots, Handouts, PowerPoint)*
- *Public meeting attendance dependent upon project size/scope, up to a maximum of six (6) attendees from SERVICE PROVIDER)*

#### **9.0 INTERMEDIATE DESIGN (60%)**

After considering and incorporating all the comments/suggestions from the Preliminary Design (30%) and at the direction of the DEPARTMENT, the SERVICE PROVIDER will proceed and prepare the Intermediate Design plans in MicroStation, specifications in Microsoft Word, and cost estimate in Microsoft Excel for the project. The contract documents will comprise preparation of design plans including traffic control plans, special provisions, and bid items list. The cost estimate shall be calculated by the SERVICE PROVIDER which includes quantities for bid items utilizing the DEPARTMENT standard bid items and approximate construction costs. The format and procedures for developing quantities and estimates will be in accordance with DEPARTMENT requirements and contract documents. A Structure List will be inserted into plans package(s) and the methods of measurement and basis of payment to be used will be developed. The SERVICE PROVIDER will prepare the 60% level quantities and engineer's opinion of probable cost, and provide them in Excel spreadsheet format to the DEPARTMENT Project Manager. The SERVICE PROVIDER will submit deliverables at 60% completion for review by the DEPARTMENT staff and other relevant agencies, if required.

##### **Deliverables:**

- *60% design plans as described above for the preferred alternative*
- *A CD of the MicroStation CADD files*
- *Construction cost opinion for 60% design*

#### **10.0 FINAL DESIGN (90%)**

The SERVICE PROVIDER will produce plan sets that are ready for submittal to the DEPARTMENT for use in gaining approval for advertisement. It is referred to as 90% complete,

but it is intended that the design and specifications be 100% complete, except for any minor revisions which may come about as a result of an unanticipated condition. The 60% submittal will be revised and refined to 90%.

#### Plans

This subtask extends the design efforts in the 60% design task and will result in a 90% design package that includes all plan sheets, detail sheets, and related design sheets to be updated and revised according to comments and further refinement.

#### Supplemental Survey

During the 90% design process, identify locations that require additional survey for clarity and staking.

#### Special Provisions

This subtask refines and completes the content of the Special Provisions outlined in Deliverable 9.0 Intermediate Design.

#### Final Constructability Review

Constructability review will be conducted independently by different key personnel of the SERVICE PROVIDER prior to submittal of the 90% design plans. The findings and comments developed from the constructability review will be incorporated into the 90% design plans prior to submittal to the DEPARTMENT for review.

#### Final Design Submittal & Review

This subtask will address the preparation of a 90% level package and submittal to the DEPARTMENT's Project Manager for review. Schedule demands suggest that this review will be a working meeting between the SERVICE PROVIDER and the DEPARTMENT's Project Manager, reconciling comments and producing those documents needed by the DEPARTMENT to move forward in their process.

#### **Deliverables:**

- *Final Technical Memorandum*
- *Two (2) master plan sets of the 90% design plans (11"x 17" format) and Bid List with a modified engineer's estimate of probable cost for a working meeting with the DEPARTMENT, and PDF versions of each.*
- *Comment/review meeting minutes with DEPARTMENT at 90% design submittal*
- *Comments by other relevant agencies*

### **11.0 SPECIFICATION REVIEW:**

The SERVICE PROVIDER will attend the Specifications Review meeting with the DEPARTMENT and confirm that plans/specifications match procurement procedures. The SERVICE PROVIDER will prepare responses from comments at the Specifications Review Meeting in coordination with the design team and meet with the DEPARTMENT to discuss and finalize responses to all Specification Review comments before proceeding to Pre-Final Submittal.

#### **Deliverables:**

- *One (1) reproducible Specs Review 11"x 17" color plan set and PDF version.*
- *Specs Review Bid List*
- *Specs Review Opinion of Probable Cost*
- *Spec Review Responses*

### **12.0 FINAL PS&E (100%)**

This task addresses the preparation of signed and sealed plans, specifications and cost estimate

materials that will be incorporated into bidding documents. The PS&E Final Documents will be submitted to the DEPARTMENT for advertisement.

The SERVICE PROVIDER will integrate all reconciled DEPARTMENT and relevant agencies' comments and prepare final plan sets for inclusion in bid documents. Major design changes to the pre-bid and bid documents are outside the scope and only minor changes to the plan set are to be incorporated. The SERVICE PROVIDER will coordinate closely with the DEPARTMENT in providing reproducible originals in hard copy (11"x 17" format, bond, color) and electronic file format to the appropriate DEPARTMENT personnel for bid document preparation.

All Improvement Plans are to be sealed by a Nevada Registered Professional Engineer.

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- *One (1) final reproducible 11"x 17" color plan set and PDF version*
- *Final Bid List*
- *Final Opinion of Probable Cost*

**13.0 POST DESIGN**

The SERVICE PROVIDER will provide contract administration and construction support during the bidding and construction phase of the project. This task will include the following post-design services:

**13.1 During the Construction Contract Advertising Period:**

Supplemental Notices

The SERVICE PROVIDER will prepare addendum to the bid plan sheets, structures list, and technical specifications.

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Under this subtask, the SERVICE PROVIDER will attend pre-bid conference with the DEPARTMENT and the potential bidders.

Request for Information

Each contracting entity will also encounter elements of the contract documents that require more information to be provided before the contractor can submit a bid. The SERVICE PROVIDER will develop and submit to the DEPARTMENT a response to each RFI.

**13.2 After Award of the Construction Contract**

Pre-Construction Conference

The SERVICE PROVIDER will attend the pre-construction conference with the DEPARTMENT and the successful contractor to provide design clarification, if needed.

Prepare Supplemental Analysis and Drawings

Provide supplemental analysis and drawings to accommodate the DEPARTMENT's requests as conveyed to the SERVICE PROVIDER. These supplemental drawings would be requested by the DEPARTMENT due to (a) unforeseen field conditions, (b) changed field conditions or (c) Contractor proposed/caused design changes. As requested by the DEPARTMENT Project Manager, provide signed and sealed drawings and/or sketches required for this project.

Shop Drawing Review

Review shop drawings for design compliance. The DEPARTMENT will supply sufficient copies so that the SERVICE PROVIDER may retain one (1) copy. The SERVICE PROVIDER will be

responsible for initial review and review of subsequent re-submittal.

Submittal Data Review

Review submittal data and provide comments and recommendations to the DEPARTMENT regarding conformance with the project plans and specifications. This process typically spans six to twelve months. The SERVICE PROVIDER will compare the submittal against the requirements defined in the Special Provisions. Critical deviations will be noted in writing on each copy of the submittal along with the resulting review status.

Meeting Attendance

Attend project meetings held to discuss issues that arise during the construction and/or system integration phase of the project.

**Deliverables:**

- *Shop drawing review*
- *Submittal data review*
- *RFI response development*
- *Supplemental Analyses and Drawings*
- *Meeting Attendance*



232-17-816

**Request to Solicit Services and Budget Approval (2A)**  
Amendments for time extensions (time only) do not require a form 2a

Initial Budget Request      Request for Amendment #:      Agreement #:

If Amendment, name of Company:

Project ID #(s): None

Type of Services: Traffic Safety Engineering Design Services

Originated by: Jaime Tuddao      Division: Safety Eng      Date Originated: 4/21/2017

 Division Head/District Engineer: Ken Mammen

Budget Category #: 06      Object #: 814P      Organization #: C816

Estimated Cost: \$2,460,000.00      Type of Funding: State      % of Fund: 100

Funding Notes:      State Fiscal Year(s): 18 & 19

FY 18 = \$1,230,000.00; FY 19 = \$1,230,000.00

Using state fund was approved by Front Office (John Terry and Sondra Rosenberg)

**Financial Management:**

DocuSigned by:  
Donna Spelts      5/5/2017  
8A78D93AD716314      Signature      Date

Approval of this form by the Financial Management Division, Budget Section, provides funding authority for the services described. Actual availability of funds and the monitoring of actual expenditures must be determined by the Division Head.

**Project Accounting:**

DocuSigned by:  
Hua Riley      5/5/2017  
22564E6A6F883F6      Signature      Date

**Director:**

Requires Transportation Board Presentation

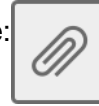
Does not require Transportation Board presentation

DocuSigned by:  
Rudy May      5/9/2017  
C4C7CE5CD583114      Signature      Date

232-17-816

**Attachments:**

Budget by Organization Report (Report No. NBDM30) attached here:



If Amendment, attach original Agreement here:

Any additional information to attach: Yes



**Purpose of, and Justification for, Budget Request:**

One of the guiding principles of the Nevada Strategic Highway Safety Plan is to integrate traffic safety engineering type improvements across the entire system of roads and coordinate with all state and local agencies that have a hand in addressing traffic safety issues on public roads.

In the interest of optimizing transportation safety, Traffic Safety Engineering Division requests approval to solicit engineering services and budget approval for a Request for Proposal. The estimated cost for the above services is \$2,460,000.00, 100% state funding for FY 18 & 19 (please see attached estimates) with an option extending to FY 20 & 21 contingent upon availability of fund. Also, Traffic Safety Engineering is considering contracting with two (2) consultants for these services on an as-needed basis (by Task Order).

**Scope of Services:**

Please see Attachment A



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

April 19, 2018

**TO:** Sondra Rosenberg, Assistant Director Planning  
**FROM:** Ken Mammen, Chief Traffic Safety Engineer *KM*  
**SUBJECT:** Negotiation Summary for Master Agreement, RFP 232-17-816 Traffic Safety Engineering Design Services

---

A negotiation meeting was held at NDOT conference room in Carson City on March 14, 2018 with Parsons Transportation Group staff (SERVICE PROVIDER), and NDOT Traffic Safety Engineering staff (DEPARTMENT) in attendance. The SERVICE PROVIDER chosen was the most qualified through the Request for Proposal (RFP).

The following key items were discussed:

1. As a result of RFP 232-17-816, three (3) Master Service Agreements have been awarded with SERVICE PROVIDERS to perform the Scope of Services. Work will be issued by Task Order. All Master Service Agreement SERVICE PROVIDERS will be invited to submit a response to a Request for Approach (RFA) when each task is identified. RFAs will be evaluated and ranked by the DEPARTMENT's Project Manager, with final ranking approved by the DEPARTMENT Division Head. The top-ranked SERVICE PROVIDER will be awarded the Task Order. The total amount of Task Orders issued to all SERVICE PROVIDERS related to the Scope of Services under RFP 232-17-816 shall not exceed sum of \$2,460,000.00 which includes the fixed fee. Funds not used during the term of the Master Agreement will not be paid to the SERVICE PROVIDER.
2. The Master Agreement shall be for FY19 through FY 20 with an option extending for another two years (FY 21 & 22) contingent upon availability of fund.
3. Each Task Order scope of services and cost estimates will be discussed and negotiated by the DEPARTMENT to the successful SERVICE PROVIDER.
4. The scope of services that are to be provided by the SERVICE PROVIDER was reaffirmed by both parties at the outset which may include, but are not limited to the tasks indicated in Attachment A.
5. There is a 2% Disadvantage Business Enterprise (DBE) goal for this agreement.
6. Agreed Fixed Fee is 12.50% (please see attached Fixed Fee calculation).

7. The SERVICE PROVIDER overhead rate of 122.91% of direct labor costs, plus 0.025060% of direct labor costs for Facilities Capital Cost of Money rate (FCCM) was verified and provided by Audit Services Division. No fixed fee is payable on this FCCM cost item.
8. Key personnel who will be dedicated to this project are as follows:

Staff Name	Role
J.P. Woyton, PE	Project/Program Manager
Scott Sayles, PE	Design Manager
Mike Lanning, PE	Design Manager/Constructability Review
Skye Gentile, PE	Senior Engineer/Design Lead
Jose Ferrer	Senior Engineer/Design Lead
Garth Oksol, P.E.	Coordination & Support
Jeff Foltz, PE	Senior Engineer
Robert Klitzke, PE	Roadway Engineer
Jonathan Howse, PE	Project Engineer / Drainage
Mike Manthey, PE, PTOE	Crash Analysis; Traffic Analysis
Diana Maragakis, PE	Project Engineer
Yinan Wunsch, PE	Structures
Dale Wilson	Signals and Lighting

**Sub-consultants:**

Stanley Consultants  
 5820 S. Eastern Avenue, Suite 200  
 Las Vegas, NV 89119

MAPCA Surveying & Mapping Solutions  
 580 Mt Rose St,  
 Reno, NV 89509  
 (775) 432-2067

National Data & Surveying Services  
 1535 S La Cienega Blvd,  
 Los Angeles, CA 90035  
 (323) 782-0090

Reviewed and Approved:



Sondra Rosenberg  
 Assistant Director Planning

Cc: Agreement Services

## **ATTACHMENT A Scope of Work**

### **100% Final Design, Traffic Safety Engineering Design Services (TSEDS)**

#### **1.0 BACKGROUND:**

The TSEDS projects may be located in urban or rural areas statewide. The projects could be performed on roadways/corridors or intersections or a combination of both. The purpose of this program is to improve traffic safety for all road users, thereby reducing the number and severity of roadway crashes.

#### **2.0 PROJECT MANAGEMENT AND MEETINGS**

##### **2.1 Kick-Off Meeting**

The SERVICE PROVIDER shall prepare an agenda and schedule, and arrange a kick-off meeting with the DEPARTMENT Project Manager, relevant agencies, and stakeholders. This meeting will be held to review the scope of work, and discuss the available data and information provided by the DEPARTMENT. The SERVICE PROVIDER will introduce the project team key personnel, establish line of communications, and clarify the DEPARTMENT's requirements for the project. Identify any missing data and information necessary to proceed with the Project. The SERVICE PROVIDER shall prepare and distribute meeting minutes after the draft meeting minutes are approved by DEPARTMENT's Project Manager. The location of these meetings will be determined in the Task Orders and will be held at various locations, depending on the projects.

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#### **Deliverables:**

- *Project schedule/meeting minutes/invoices/summary of work performed*
- *Progress meeting agenda and notes*

#### **3.0 BASIS OF DESIGN DOCUMENTATION:**

The SERVICE PROVIDER will write a basis of design memorandum to establish the specific design criteria for the project. A list of current general standards/references used in the design are as follows:

- AASHTO's A Policy on Geometric Design of Highways and Streets, 2011
- DEPARTMENT's Road Design Guide, 2010
- The Manual on Uniform Traffic Control Devices, 2009
- AASHTO's Roadside Design Guide, 2011
- DEPARTMENT's Standard Plans for Road and Bridge Construction, 2017
- DEPARTMENT's Standard Specifications for Road and Bridge Construction, 2014
- AASHTO's Highway Safety Manual, latest edition
- Other related approved references by the DEPARTMENT:

As a part of the basis of design document the SERVICE PROVIDER will:

- Establish a list of key DEPARTMENT stakeholders and key stakeholders having interest

in the design of the project.

- Work with various appropriate divisions of the DEPARTMENT to finalize the outline of the design criteria applicable to the project.
- Assist the DEPARTMENT in executing an Interlocal Government Agreement (if required) with the using agency by supplying project information and recommendations.

**Deliverables:**

- *Basis of Design Document, and Assistance to DEPARTMENT with project information in writing the Interlocal Government Agreement (IGA)*

**4.0 FIELD REVIEW AND DATA COLLECTION:**

The SERVICE PROVIDER will perform a project field review, confirm existing conditions, confirm previously performed Road Safety Assessments (RSA) and scoping recommendations/suggestions. The SERVICE PROVIDER will take digital photographs and index locations of project features and produce a photo log.

**Deliverables:**

- *Summary of site visit information and findings*

**5.0 DEVELOP PROJECT ALTERNATIVES:**

The SERVICE PROVIDER will develop three (3) alternative conceptual designs for each project (as applicable and identified by the DEPARTMENT Project Manager). They will create exhibits for each alternative in sufficient detail to perform a comprehensive analysis for the purpose of selecting a preferred design concept alternative with corresponding cost estimates, and to identify potential project risks.

**Deliverables:**

- *Conceptual design plans*
- *Summary of project requirements for each alternative*
- *Conceptual level cost opinion for each alternative*
- *CD with electronic versions of the roll plots, summaries, and cost opinions*

**6.0 SAFETY ANALYSIS:**

The SERVICE PROVIDER will perform a safety analysis to evaluate the alternatives. The analysis will include the following:

- Determine Crash Modification Factor (CMF) applicable to improvements based on Project Alternatives using HSM methods.
- Evaluate the existing crashes based on the data already available through the RSA and Scoping Report.
- Calculate reduction of crashes for the various improvements using HSM methods.
- Determine cost for each of the CMF alternatives.
- Determine BCR (Benefit Cost Ratios) for each alternative.
- Prepare a matrix to compare reductions, costs, and BCRs.
- Prepare Safety Alternatives Evaluation Report.

The SERVICE PROVIDER will submit a Safety Alternatives Evaluation Report to the DEPARTMENT Project Manager for approval. The report will include the exhibits from Deliverable 5.0 above.

**Deliverables:**

- *Operational Analysis Report*
- *Safety Alternatives Evaluation Report*

- *CD of electronic version of each report*

#### **7.0 PRELIMINARY DESIGN (30%):**

The SERVICE PROVIDER will prepare the preliminary plans in accordance with the design alternative selected by the DEPARTMENT. Plans will be prepared in MicroStation, Version 8. Submit deliverables at 30% completion for review by the DEPARTMENT staff and other relevant agencies (as required).

##### **Deliverables:**

- *30% design plans as described above for the preferred alternative.*
- *A CD of the MicroStation CADD files*

#### **8.0 STAKEHOLDER MEETING/PRESENTATION:**

The SERVICE PROVIDER will attend and present the preferred project alternative to the public stakeholders meeting (also to public officials if required). The purpose of the meeting is to present the project design and receive public feedback on the project. The team will prepare project presentation materials and public meeting materials. The team will work with the DEPARTMENT for final meeting content, location of meeting, and list of attendees.

The SERVICE PROVIDER will arrange the public meeting with the assistance of the DEPARTMENT Public Information Officer. Locations of meetings will be determined per Task Orders and may occur statewide, as necessary.

##### **Deliverables:**

- *Develop and Distribute Mailers/Flyers, Newspaper Notice*
- *Presentation Materials (Plots, Handouts, PowerPoint)*
- *Public meeting attendance dependent upon project size/scope, up to a maximum of six (6) attendees from SERVICE PROVIDER)*

#### **9.0 INTERMEDIATE DESIGN (60%)**

After considering and incorporating all the comments/suggestions from the Preliminary Design (30%) and at the direction of the DEPARTMENT, the SERVICE PROVIDER will proceed and prepare the Intermediate Design plans in MicroStation, specifications in Microsoft Word, and cost estimate in Microsoft Excel for the project. The contract documents will comprise preparation of design plans including traffic control plans, special provisions, and bid items list. The cost estimate shall be calculated by the SERVICE PROVIDER which includes quantities for bid items utilizing the DEPARTMENT standard bid items and approximate construction costs. The format and procedures for developing quantities and estimates will be in accordance with DEPARTMENT requirements and contract documents. A Structure List will be inserted into plans package(s) and the methods of measurement and basis of payment to be used will be developed. The SERVICE PROVIDER will prepare the 60% level quantities and engineer's opinion of probable cost, and provide them in Excel spreadsheet format to the DEPARTMENT Project Manager. The SERVICE PROVIDER will submit deliverables at 60% completion for review by the DEPARTMENT staff and other relevant agencies, if required.

##### **Deliverables:**

- *60% design plans as described above for the preferred alternative*
- *A CD of the MicroStation CADD files*
- *Construction cost opinion for 60% design*

#### **10.0 FINAL DESIGN (90%)**

The SERVICE PROVIDER will produce plan sets that are ready for submittal to the DEPARTMENT for use in gaining approval for advertisement. It is referred to as 90% complete,

but it is intended that the design and specifications be 100% complete, except for any minor revisions which may come about as a result of an unanticipated condition. The 60% submittal will be revised and refined to 90%.

#### Plans

This subtask extends the design efforts in the 60% design task and will result in a 90% design package that includes all plan sheets, detail sheets, and related design sheets to be updated and revised according to comments and further refinement.

#### Supplemental Survey

During the 90% design process, identify locations that require additional survey for clarity and staking.

#### Special Provisions

This subtask refines and completes the content of the Special Provisions outlined in Deliverable 9.0 Intermediate Design.

#### Final Constructability Review

Constructability review will be conducted independently by different key personnel of the SERVICE PROVIDER prior to submittal of the 90% design plans. The findings and comments developed from the constructability review will be incorporated into the 90% design plans prior to submittal to the DEPARTMENT for review.

#### Final Design Submittal & Review

This subtask will address the preparation of a 90% level package and submittal to the DEPARTMENT's Project Manager for review. Schedule demands suggest that this review will be a working meeting between the SERVICE PROVIDER and the DEPARTMENT's Project Manager, reconciling comments and producing those documents needed by the DEPARTMENT to move forward in their process.

#### **Deliverables:**

- *Final Technical Memorandum*
- *Two (2) master plan sets of the 90% design plans (11"x 17" format) and Bid List with a modified engineer's estimate of probable cost for a working meeting with the DEPARTMENT, and PDF versions of each.*
- *Comment/review meeting minutes with DEPARTMENT at 90% design submittal*
- *Comments by other relevant agencies*

### **11.0 SPECIFICATION REVIEW:**

The SERVICE PROVIDER will attend the Specifications Review meeting with the DEPARTMENT and confirm that plans/specifications match procurement procedures. The SERVICE PROVIDER will prepare responses from comments at the Specifications Review Meeting in coordination with the design team and meet with the DEPARTMENT to discuss and finalize responses to all Specification Review comments before proceeding to Pre-Final Submittal.

#### **Deliverables:**

- *One (1) reproducible Specs Review 11"x 17" color plan set and PDF version.*
- *Specs Review Bid List*
- *Specs Review Opinion of Probable Cost*
- *Spec Review Responses*

### **12.0 FINAL PS&E (100%)**

This task addresses the preparation of signed and sealed plans, specifications and cost estimate



materials that will be incorporated into bidding documents. The PS&E Final Documents will be submitted to the DEPARTMENT for advertisement.

The SERVICE PROVIDER will integrate all reconciled DEPARTMENT and relevant agencies' comments and prepare final plan sets for inclusion in bid documents. Major design changes to the pre-bid and bid documents are outside the scope and only minor changes to the plan set are to be incorporated. The SERVICE PROVIDER will coordinate closely with the DEPARTMENT in providing reproducible originals in hard copy (11"x 17" format, bond, color) and electronic file format to the appropriate DEPARTMENT personnel for bid document preparation.

All Improvement Plans are to be sealed by a Nevada Registered Professional Engineer.

**Deliverables:**

- *One (1) final reproducible 11"x 17" color plan set and PDF version*
- *Final Bid List*
- *Final Opinion of Probable Cost*

**13.0 POST DESIGN**

The SERVICE PROVIDER will provide contract administration and construction support during the bidding and construction phase of the project. This task will include the following post-design services:

**13.1 During the Construction Contract Advertising Period:**

Supplemental Notices

The SERVICE PROVIDER will prepare addendum to the bid plan sheets, structures list, and technical specifications.

Pre-Bid Conference

Under this subtask, the SERVICE PROVIDER will attend pre-bid conference with the DEPARTMENT and the potential bidders.

Request for Information

Each contracting entity will also encounter elements of the contract documents that require more information to be provided before the contractor can submit a bid. The SERVICE PROVIDER will develop and submit to the DEPARTMENT a response to each RFI.

**13.2 After Award of the Construction Contract**

Pre-Construction Conference

The SERVICE PROVIDER will attend the pre-construction conference with the DEPARTMENT and the successful contractor to provide design clarification, if needed.

Prepare Supplemental Analysis and Drawings

Provide supplemental analysis and drawings to accommodate the DEPARTMENT's requests as conveyed to the SERVICE PROVIDER. These supplemental drawings would be requested by the DEPARTMENT due to (a) unforeseen field conditions, (b) changed field conditions or (c) Contractor proposed/caused design changes. As requested by the DEPARTMENT Project Manager, provide signed and sealed drawings and/or sketches required for this project.

Shop Drawing Review

Review shop drawings for design compliance. The DEPARTMENT will supply sufficient copies so that the SERVICE PROVIDER may retain one (1) copy. The SERVICE PROVIDER will be

responsible for initial review and review of subsequent re-submittal.

#### Submittal Data Review

Review submittal data and provide comments and recommendations to the DEPARTMENT regarding conformance with the project plans and specifications. This process typically spans six to twelve months. The SERVICE PROVIDER will compare the submittal against the requirements defined in the Special Provisions. Critical deviations will be noted in writing on each copy of the submittal along with the resulting review status.

#### Meeting Attendance

Attend project meetings held to discuss issues that arise during the construction and/or system integration phase of the project.

#### **Deliverables:**

- *Shop drawing review*
- *Submittal data review*
- *RFI response development*
- *Supplemental Analyses and Drawings*
- *Meeting Attendance*

# Line Item 4

P561-17-040

**Request to Solicit Services and Budget Approval (2A)**  
Amendments for time extensions (time only) do not require a form 2a

Initial Budget Request      Request for Amendment #:      Agreement #:

If Amendment, name of Company:

Project ID #(s): 60748, 60785

Type of Services: Engineering Services

Originated by: Jessica Downing      Division: Construction      Date Originated: 9/27/2017

 Division Head/District Engineer: Sharon Foerschler

Budget Category #: 06      Object #: 814B      Organization #: C040

Estimated Cost: \$3,389,165.51      Type of Funding: Federal      % of Fund: 95

Funding Notes:      State Fiscal Year(s): FY18-20

\$652,460.64 in FY18, \$1,904,988.25 in FY19, \$831,716.61 in FY20

**Financial Management:**

DocuSigned by:  
Donna Spelts      9/28/2017  
8A78D93AD716514      Signature      Date

Approval of this form by the Financial Management Division, Budget Section, provides funding authority for the services described. Actual availability of funds and the monitoring of actual expenditures must be determined by the Division Head.

**Project Accounting:**

DocuSigned by:  
Hua Riley      9/29/2017  
22564E6A6F883F6      Signature      Date

**Director:**

Requires Transportation Board Presentation

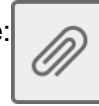
Does not require Transportation Board presentation

DocuSigned by:  
Rudy May      10/2/2017  
C4C7CE5CD588114      Signature      Date

P561-17-040

**Attachments:**

Budget by Organization Report (Report No. NBDM30) attached here:



If Amendment, attach original Agreement here:

Any additional information to attach: Yes



**Purpose of, and Justification for, Budget Request:**

As a result of the size and scope of the projects, as well as the crew workload, the Construction Division is requesting approval to proceed with a solicitation to provide crew augmentation services.

**Scope of Services:**

The scope of services include providing Construction Engineering Services for Augmentation of Crew 906 for SR160 Phase 2 Project ID 60748, Project No. NHP-160-1(028) and SR160 Roadbed Modification Project ID 60785, Project No. NHP-160-1(029). The overall estimated duration of these projects is 400 working days.



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## MEMORANDUM

March 29, 2018

**TO:** Reid Kaiser, Assistant Director

**FROM:** Judy Tortelli, Project Manager

**SUBJECT:** Negotiation Summary for RFP 561-17-040  
Crew 906 Augmentation, SR160 Phase 2 Widening and Roadbed Modification

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A negotiation meeting was held at NDOT District I in Las Vegas on March 8, 2018, with Keith Ferguson and Randy Carroll of Slater Hanifan Group, and Judy Tortelli and Don Christiansen of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DBE goal for this agreement has been established at four and two tenths percent (4.2%).

This duration of this agreement will be approximately 2 years, ending on December 31, 2020.

The scope of services that are to be provided by the SERVICE PROVIDER was reaffirmed by both parties at the outset.

The SERVICE PROVIDER shall perform professional and technical engineering services to ensure the construction of Project NHP-160-1(028) SR160 Phase 2, widen from two to four lanes and NHP-160-1(029) SR160 Roadbed Modification, both in Clark County are accomplished in conformance with the plans, specifications, and all other contract documents. The SERVICE PROVIDER shall provide one (1) Assistant Resident Engineer, one (1) CPM Schedule Reviewer, two (2) Inspectors level IV, two (2) Testers, two (2) nuclear gauges, trucks, and cell phones. The SERVICE PROVIDER also shall provide incidental equipment as may be required by the DEPARTMENT.

The SERVICE PROVIDER shall provide a principal engineer to act as Project Manager. The Principal Engineer shall be limited to billing no more than eight (8) hours per month, unless prior approval is obtained from the DEPARTMENT. The Principal Engineer shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

The following 5 firms submitted proposals in response to RFP 561-17-040:

- 4 Leaf Consulting
- Atkins
- CM Works
- HDR Engineering
- Slater Hanifan Group

Slater Hanifan Group, Inc. is the prime Consultant and has teamed up with the following subconsultants:

- Diversified Consulting Services (DCS) (Assistant RE and Testing Services)
- CEEC, Inc. (Testing Services) – Certified DBE


The DEPARTMENT's original estimate was \$3,389,165.51, based on specific rates of compensation method of payment, whereas the Consultant is paid at an agreed and supported fixed rate for each class of employee engaged directly in the work. Specific rates of compensation include direct salary costs, indirect costs, expenses and the fixed fee.

The SERVICE PROVIDER's original estimate was \$3,691,755.00, including direct labor and expenses.

The negotiations yielded the following:

1. Adjusted the augmentation staffing durations and increased hours based upon current estimated project construction and close out schedule. Specifically, various construction approaches requiring different staffing levels were reviewed. Agreed that projected cost should include the following approach:
  - One work zone, full augmentation staff with 20% overtime during peak construction
2. Agreed the total cost should be allotted to appropriate task orders based on anticipated working days for the Contractor to complete the work. 60% to Task 1 – Phase 2 Widening and 40% to Task 2 – Roadbed Modification.
3. Agreed overtime will be applied for over 40 hours per work week, Principal will be limited to 8 hrs. per month, Per Diem will not apply, and testers/inspectors billing time shall start when they arrive at the job site.
4. Storage of nuclear gauges shall be by the spare lab located on the job site.
5. Reiterated that hours worked by the Service Provider are “as needed” to provide sufficient project oversight and are at the direction of the Resident Engineer.
6. Negotiated an all-inclusive hourly rate. The rates include the company’s overhead, and profit, trucks, testing equipment as needed, iPads for inspectors, cell phones, PPE, and other safety equipment.
7. Agreed rate for testers to include nuclear density gauge, associated maintenance, monitoring, required training, storage, and licensing.
8. Agreed overtime rates should not include direct expenses and adjusted accordingly.
9. The final total negotiated cost for this agreement, including labor and direct expenses is \$3,389,060.

Reviewed and Approved:

DocuSigned by:  
  
22B87BD707CB4CD...

Reid Kaiser, Assistant Director

## **SCOPE OF SERVICES – RFP 561-17-040**

### **Construction Engineering Services for Augmentation of Crew 906 in District I for SR160 Phase 2**

The SERVICE PROVIDER shall provide one (1) Assistant Resident Engineer, one (1) CPM Schedule Reviewer, two (2) Inspectors level IV, two (2) Testers, two (2) nuclear gauges, trucks, and cell phones. The SERVICE PROVIDER also agrees to provide incidental equipment as may be required by the DEPARTMENT.

The SERVICE PROVIDER shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats and vests meeting the current DEPARTMENT standards for Work Zone Apparel.

The SERVICE PROVIDER shall provide a principal engineer to act as Project Manager. The Principal Engineer shall be limited to billing no more than eight (8) hours per month, unless prior approval for additional hours is obtained from the DEPARTMENT.

The Principal Engineer shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

The SERVICE PROVIDER shall provide personnel who possess the experience, knowledge and character to adequately perform the requirements of these services, so as not to delay the progress of construction. The SERVICE PROVIDER shall be familiar with the standard practices of the DEPARTMENT and shall ensure all personnel provided to work on the project are familiar with the DEPARTMENT's contract documents, including the plans, specifications, special provisions, and any change orders thereto. The SERVICE PROVIDER shall perform the procedures for office management, documentation, field inspection and field testing in accordance with the DEPARTMENT's specifications, Construction Manual, Testing Manual and Documentation Manual.

The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training, including safety training, or equipment necessary to perform the assigned duties, including but not limited to certification as a Water Pollution Control Manager, inspection and implementation of Storm Water Pollution Prevention Plans (SWPPP), surveying, testing and inspection. Personnel provided shall be approved by the DEPARTMENT prior to performance of work on this project.

All testing personnel shall meet and be certified under the American Concrete Institute (ACI) as Concrete Field Testing Technician - Grade I; Nevada Alliance for Quality Transportation Construction (NAQTC) guidelines; certification under Western Alliance for Quality Transportation Construction (WAQTC) guidelines will be accepted in lieu of NAQTC.

The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training or equipment necessary for the use of any hazardous materials required to perform testing on this project.



The SERVICE PROVIDER shall provide its own or lease trucks and cell phones for all personnel who need to perform work outside of the office. Vehicles shall be equipped with high intensity flashing yellow strobe lights.

The SERVICE PROVIDER shall equip Inspectors with an iPad capable of supporting the Mobile Inspector™ software utilized by the DEPARTMENT for documenting field inspection activities.

The SERVICE PROVIDER shall equip office staff who will be utilizing the FieldManager™ program with a Windows-based computer having Adobe Reader or other PDF-reading software installed.

When nuclear gauges are required, the Service Provider shall have current licenses as required by the appropriate regulatory agencies. Personnel who operate or transport any nuclear density gauge shall have in their possession evidence of current certification pertaining to the nuclear density gauges under their control. The Service Provider shall be responsible to provide their own storage facility and transportation for nuclear density gauges.

# Line Item 5

605-17-016

**Request to Solicit Services and Budget Approval (2A)**  
Amendments for time extensions (time only) do not require a form 2a

Initial Budget Request      Request for Amendment #:      Agreement #:

If Amendment, name of Company:

Project ID #(s): Las Vegas FSP 74095; Reno FSP 74093

Type of Services: Service Provider

Originated by: Juan Hernandez      Division: Traffic Ops      Date Originated: 11/8/2017

 Division Head/District Engineer: Denise Inda

Budget Category #: 06      Object #: 813S      Organization #: C016

Estimated Cost: \$14,780,480.00      Type of Funding: Fed/State      % of Fund: 95/5

Funding Notes:      State Fiscal Year(s): 2019-2023

Reno FSP: \$2,974,400.00 (\$2,825,680.00 - Fed, \$148,720.00 - State)

Las Vegas FSP: \$11,806,080.00 (\$11,215,776.00 - Fed, \$590,304.00 - State)

Please refer to the attached Cost Estimate for the fiscal year breakdown.

**Financial Management:**

DocuSigned by:  
Donna Spelts      11/8/2017  
8A78D93AD716514      Signature      Date

Approval of this form by the Financial Management Division, Budget Section, provides funding authority for the services described. Actual availability of funds and the monitoring of actual expenditures must be determined by the Division Head.

**Project Accounting:**

DocuSigned by:  
Hua Riley      11/8/2017  
22564E6A6F883F6      Signature      Date

**Director:**

Requires Transportation Board Presentation

Does not require Transportation Board presentation

DocuSigned by:  
Rudy May      11/8/2017  
C4C7CE5CD588314      Signature      Date

605-17-016

**Attachments:**

Budget by Organization Report (Report No. NBDM30) attached here:



If Amendment, attach original Agreement here:

Any additional information to attach: Yes

**Purpose of, and Justification for, Budget Request:**

Traffic Operations would like to request budget approval to advertise a request for proposal for the next generation of the Reno and Las Vegas Freeway Service Patrol program effective November 1, 2018 through October 31, 2022. The FSP program was implemented in 2007. The benefits have enhanced motorist and first responder safety, reduced system delay, and increased capacity on the heavily traveled sections of our urban freeways by providing quick clearance of incidents that disrupt traffic flows and cause secondary incidents. National Studies have shown that for each minute that a lane is blocked, the resulting congestion takes four minutes to dissipate and the chances of secondary incidents increases by 2.8%. With this request for proposal, the new program will be optimized for safety and efficiency based on feedback and experience obtained from the existing program, as well as National Best Practices as published by FHWA in 2017. Please refer to the attached New Program Enhancements for a brief summary.

**Scope of Services:**

The Freeway Service Patrol program will operate in the Reno and Las Vegas metropolitan areas to mitigate various traffic incidents such as: crashes, disabled vehicles, abandoned vehicles, roadway debris, sick or stranded motorists, temporary traffic control, scene safety, vehicle fires, and containment of minor hazardous spills. FSP technicians will be skilled in various fields such as cardiopulmonary resuscitation, community first aid, basic automotive repair, traffic incident management, and temporary traffic control to mitigate various traffic incidents. The FSP technicians will also coordinate in conjunction with various first responders such as law enforcement, fire and rescue, paramedics, and towing professionals to rapidly and safely address complex traffic incidents requiring full or partial freeway lane closures. Please refer to the attached Scope of Services for detailed information.



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 Phone: (775) 888-7440  
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## MEMORANDUM

April 19, 2018

**TO:** Reid Kaiser, Assistant Director

**FROM:** Juan Hernandez, Project Manager

**SUBJECT:** Negotiation Summary for RFP 605-17-016  
 Reno and Las Vegas Freeway Service Patrol Program

The Nevada Department of Transportation (NDOT) Reno and Las Vegas Freeway Service Patrol (FSP) Program is designed to mitigate congestion and enhance safety in the heavily traveled sections of the Reno and Las Vegas, Nevada metropolitan freeway systems. On March 7th, 2018, a negotiation meeting between NDOT Traffic Operations and United Road Towing Inc. (SERVICE PROVIDER) was held in Carson City, Nevada for the new FSP contract.

The following personnel were in attendance:

- Rod Schilling, Asst. Chief Engineer, NDOT
- Juan Hernandez, Principal Engineer, NDOT
- Christine Sylvester, Senior Engineer, NDOT
- Bruce San Filippo, General Manager, SERVICE PROVIDER

The contract duration is for four years from 11/1/18 to 10/31/22 and has a zero percent Disadvantage Business Enterprise Goal. The scope of services that are to be provided by SERVICE PROVIDER were reaffirmed by both parties at the outset. The following items were agreed to by both parties:

- Sub-consultants: None
- Key Personnel:
  - Bruce San Filippo, FSP General Manager
  - Peter Catron, FSP Operations Manager
  - Cameron Crowell, Reno FSP Supervisor
  - Eric Roberts, Las Vegas FSP Supervisor

The negotiations yielded the following:

- Reno FSP Estimated Cost: \$2,974,000.00
- **Reno FSP Negotiated Cost: \$2,935,359.00**
- Las Vegas Estimated Cost: \$11,806,080.00
- **Las Vegas FSP Negotiated Cost: \$10,509,877.00**
- Negotiated Costs include a **5 percent contingency**

The above **costs were derived using the specific rates of compensation method**. With the specific rates of compensation method, the SERVICE PROVIDER is paid at an agreed and supported hourly rate for each class of employee engaged directly in the work. Furthermore, the negotiated rates include the direct and indirect costs, overhead expenses, and fixed fee.

**Table 1** provides a comparison between the estimated, proposed, and negotiated rates. Estimated rates were based on experience with the current system and were used to develop the initial budget for continued services. The estimated rates also account for new program enhancements reflected in **Table 2**, which have been carefully chosen and are critical to the safety and efficiency of the FSP Program.

Moreover, the proposed rates were accepted as the negotiated rates because they were justified when compared to the Department’s estimated rates; and in addition, the SERVICE PROVIDER will be providing the enhancements reflected in **Table 3**, which optimize the value of the FSP Program and are included at no additional cost to the contract.

**Table 1: Negotiated Rates**

Reno and Las Vegas FSP	Estimated*	Proposed	Negotiated
Classification	Hourly Rate	Hourly Rate	Hourly Rate
Safety Patrol Vehicle	\$ 75.00	\$ 66.75	<b>\$ 66.75</b>
Wheel-Lift Multi-Use Response Vehicle	\$ 87.50	\$ 66.75	<b>\$ 66.75</b>
Flatbed Multi-Use Response Vehicle	\$ 100.00	\$ 66.75	<b>\$ 66.75</b>
Dispatch Operator	\$ 30.00	\$ 25.00	<b>\$ 25.00</b>

**Table 2: New FSP Program Enhancements**

Requirements Per the RFP
Full size arrow boards on all service vehicles for enhanced visibility and safety
Service vehicles with towing capabilities for quick clearance of travel lanes
Defibrillators in all service vehicles for interim support of sick or injured motorists
Advanced incident notification capabilities for the road operation centers
Four-wheel drive vehicles in Reno to combat winter driving conditions

**Table 3: Additional Service Provider Enhancements**

Provided at No Additional Cost
Secure indoor storage for special short-term investigations and impounds for first responders in the Las Vegas metropolitan area
Additional temporary FSP Dispatch Operator support upon moment’s notice and when requested by the NDOT Road Operation Centers
Optional inclusion of the Incident Response Vehicles (at the negotiated rate of \$66.75), which are designed to provide enhanced interim traffic control support during road closures
Real-time visual feed capability for the NDOT Road Operation Centers

For more information, please refer to **Attachment A** for a comparison between the existing and the new program.

Reviewed and Approved:

DocuSigned by:  
  
 2268780707CB4CD... 04/19/2018

Reid Kaiser, PE  
 Assistant Director Operations

The Nevada Department of Transportation (NDOT) implemented the Freeway Service Patrol (FSP) Program in 1998 to mitigate congestion and enhance safety in Nevada's metropolitan freeway systems. The existing Reno and Las Vegas FSP Program is under contract with United Road Towing, effective October 1, 2013, through October 31, 2018. In 2018, United Road Towing was awarded the notice of intent via the request for proposal process for the new Reno and Las Vegas FSP Program effective November 1, 2018, through October 31, 2022.

The FSP Program's goal is to leverage Intelligent Transportation Systems (ITS) technologies and Traffic Incident Management (TIM) best practices in conjunction with NDOT Maintenance Personnel, Nevada Highway Patrol, Towing Professionals, Emergency Medical Technicians, and other first responders to mitigate congestion and reduce secondary crashes.

The FSP Program operates in the heavily traveled sections of the Reno and Las Vegas, Nevada metropolitan freeway systems to address various traffic incidents such as: crashes, disabled vehicles, abandoned vehicles, roadway debris, sick or stranded motorists, temporary traffic control, scene safety, vehicle fires, and minor hazardous spills. FSP technicians are certified in various fields such as hazmat safety, cardiopulmonary resuscitation, community first aid, basic automotive repair, and TIM.

The FSP Program patrols designated routes (**FSP maps provided on pages 5 & 6**) during peak traffic periods and provides revised route coverage and/or hours of operation during holidays, special events, construction projects, and emergency situations. The program consists of a combination of standard program vehicles, as well as pilot vehicles that are currently being used in other FSP programs throughout the country. The Department evaluates the merits of each pilot vehicle before officially implementing it into the NDOT FSP Program.

**Figures 1 and 2** depict the current FSP fleet vehicles. In 2013, the program commenced in both Reno and Las Vegas with the standard Safety Patrol Vehicles (SPV), formerly known as the Freeway Service Patrol (FSP) vehicles. The program also commenced in Las Vegas with pilot Incident Response Vehicles (IRV). In 2017, pilot Flatbed Multi-Use Response Vehicles (FB-MRV) were introduced to the program; and in 2018, pilot Wheel-Lift Multi-Use Response Vehicles (WL-MRV) were also introduced.



**Figure 1 from left to right SPV, FB-MRV (Pilot), IRV (Pilot)**



**Figure 2: WL-MRV (Pilot)**

All vehicles can perform the primary functions of the FSP Program; however, each vehicle has its particular benefits. The Safety Patrol Vehicle (SPV) is economical and versatile in narrow spaces. The pilot Incident Response Vehicle (IRV) carries increased temporary traffic control equipment, which is useful during incidents requiring road closures. The pilot Flatbed Multi-Use Response Vehicle (FB-MRV) has a tow feature capable of removing two crashed vehicles from travel lanes simultaneously. The pilot Wheel-Lift Multi-Use Response Vehicle (WL-WRV) is four-wheel drive and has a tow feature that can better assist with incidents during inclement weather and recovering crashed vehicles at various angles.

**Tables 1 and 2** depict a comparison of the parameters between the existing Reno and Las Vegas FSP Program effective October 1, 2013, through October 31, 2018, and the new FSP Program effective November 1, 2018, through October 31, 2022.

**Table 1: Old vs New Las Vegas FSP Program Parameters**

Parameter	2013	2018
Annual Avg. Daily Traffic	249,000	295,000
Routes	8	10
Annual Patrol Hours	33,280	37,647
Centerline Miles	77.2	97.5
Safety Patrol Vehicle	\$61.50	\$66.75
Incident Response Vehicle	\$69.00	\$66.75
Flatbed Multi-Use Response Vehicle	N/A: Pilot Vehicle	\$66.75
Wheel-Lift Multi-Use Response Vehicle	N/A: Pilot Vehicle	\$66.75
Dispatch Operator	\$25	\$25
Annual Cost	\$2,617,056	\$2,627,469
Four-Year Contract	\$10,468,224	\$10,509,877

**Table 2: Old vs New Reno FSP Program Parameters**

Parameter	2013*	2018
Annual Avg. Daily Traffic	142,000	182,000
Routes	2	3
Annual Patrol Hours	4,680	9,880
Centerline Miles	20.75	28.5
Safety Patrol Vehicle	\$65.00	\$66.75
Incident Response Vehicle	N/A: Pilot Vehicle	\$66.75
Flatbed Multi-Use Response Vehicle	N/A: Pilot Vehicle	\$66.75
Wheel-Lift Multi-Use Response Vehicle	N/A: Pilot Vehicle	\$66.75
Dispatch Operator	N/A	\$25
Annual Cost	\$365,040	\$733,840
Four-Year Contract	\$1,460,160	\$2,935,359

In 2015, we expanded the program in response to a rapid increase in traffic volumes; and revenues from the sponsorship program enabled us to continue operating the FSP Program without having to amend the agreement for additional funds.

**Without the sponsorship program, the revised parameters would've yielded an Annual Cost of \$517,471.00 and a Four-Year Contract of \$2,069,886.00.**



All FSP Program features have been carefully chosen to improve safety for the motoring public and first responders. For example, first responders from the Nevada Traffic Incident Management Coalition requested for all service vehicles to be equipped with roof mounted full size arrow boards (which are standard to the IRV units as shown in **Figure 3**) for its improved safety and efficiency in diverting traffic during travel incidents located in travel lanes.

**Table 3** depicts a comparison of the features between the existing FSP Program and the new FSP Program.

**Table 3: Old vs New Reno and Las Vegas FSP Program Features**

Feature	2013	2018
Interim Temporary Traffic Control Support	Yes	Yes
Basic Automotive Repair Support	Yes	Yes
Community First Aid Support	Yes	Yes
Automatic Service Vehicle Tracking Capabilities	Yes	Yes
Disabled Vehicle Pushing Capabilities	Yes	Yes
Digital Radio Communication Capabilities	Yes	Yes
Crashed Vehicle Clearance Capabilities (Tow Feature)	Pilot Only	Yes
All Vehicles Equipped with Full Size Arrow Boards	No	Yes
All Vehicles Equipped with Defibrillators	No	Yes
Advanced Incident Notification for the Road Operation Centers	No	Yes
Real-Time Visual Feed Capability for the Road Operation Centers	No	Yes
Four-Wheel Drive Service Vehicles (Reno Only)	No	Yes

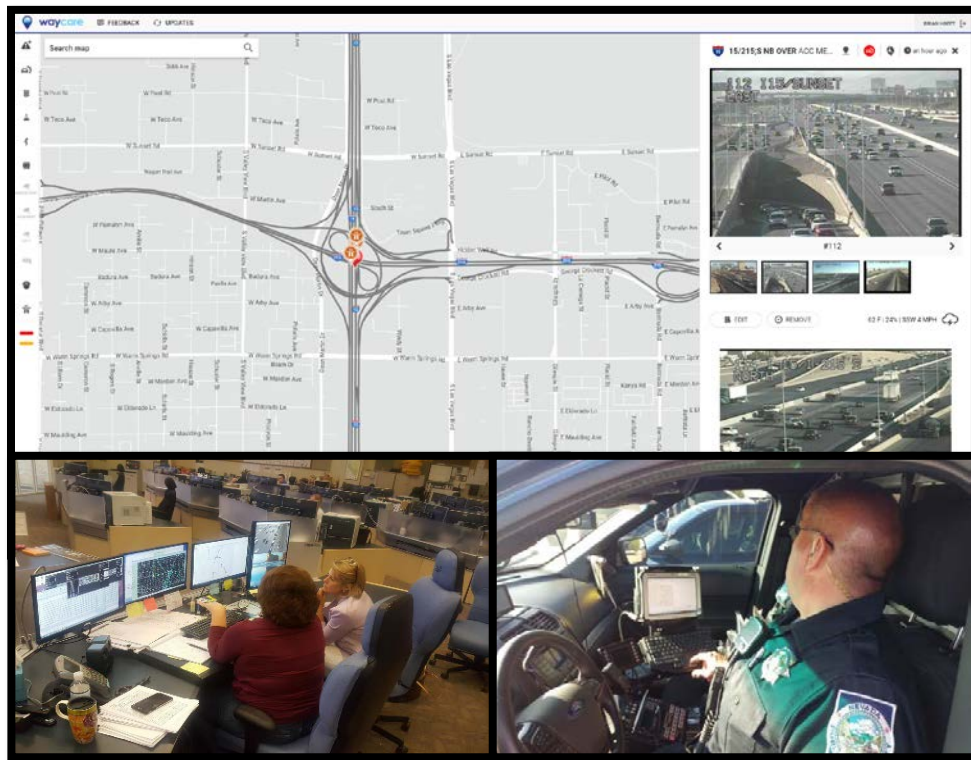


**Figure 3: IRV's Full-Size Roof Mounted Arrow Board**

The new FSP Program will also be utilizing cutting edge Intelligent Transportation System (ITS) technology such as the WayCare software platform system (as shown in **Figure 4**), which is being piloted in the current FSP Program in conjunction with initiatives where both Nevada Highway Patrol (NHP) and the FAST Traffic Management Center are piloting the Waycare system in Las Vegas. NDOT and NHP are exploring opportunities to expand the programs to the Reno area based on the success of the Las Vegas program.

WayCare reduces incident response times by leveraging real-time data from smart connected vehicles, Bluetooth devices, and crowd-sourced information such as Waze, 511, and Geotab data. Once the system identifies an incident using all the available technology, the system will alert the NDOT Road Operation Center and other first responders an average of nine to twelve minutes prior to highway patrol receiving the initial emergency response call.

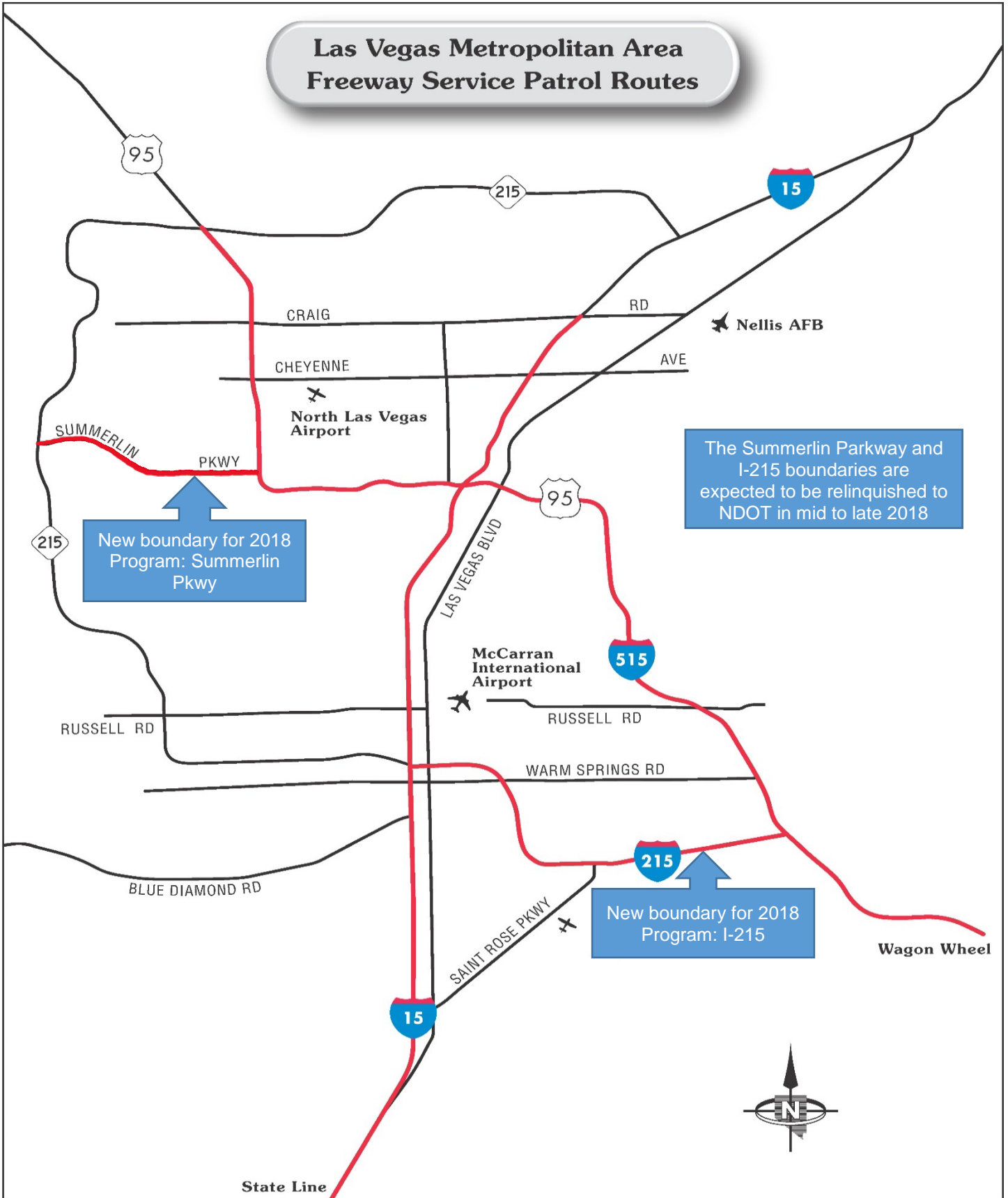
WayCare also applies predictive analytics and learning algorithms to historical crash data, historical and present weather information, and construction/special event information to predict high-risk incident locations. Once the system identifies a high-risk incident location based on historical and real-time traffic information, the system will alert the NDOT Road Operation Center and other first responders an average of two hours before the incident/secondary incident occurs so that FSP and NHP can take proactive preventative measures accordingly.



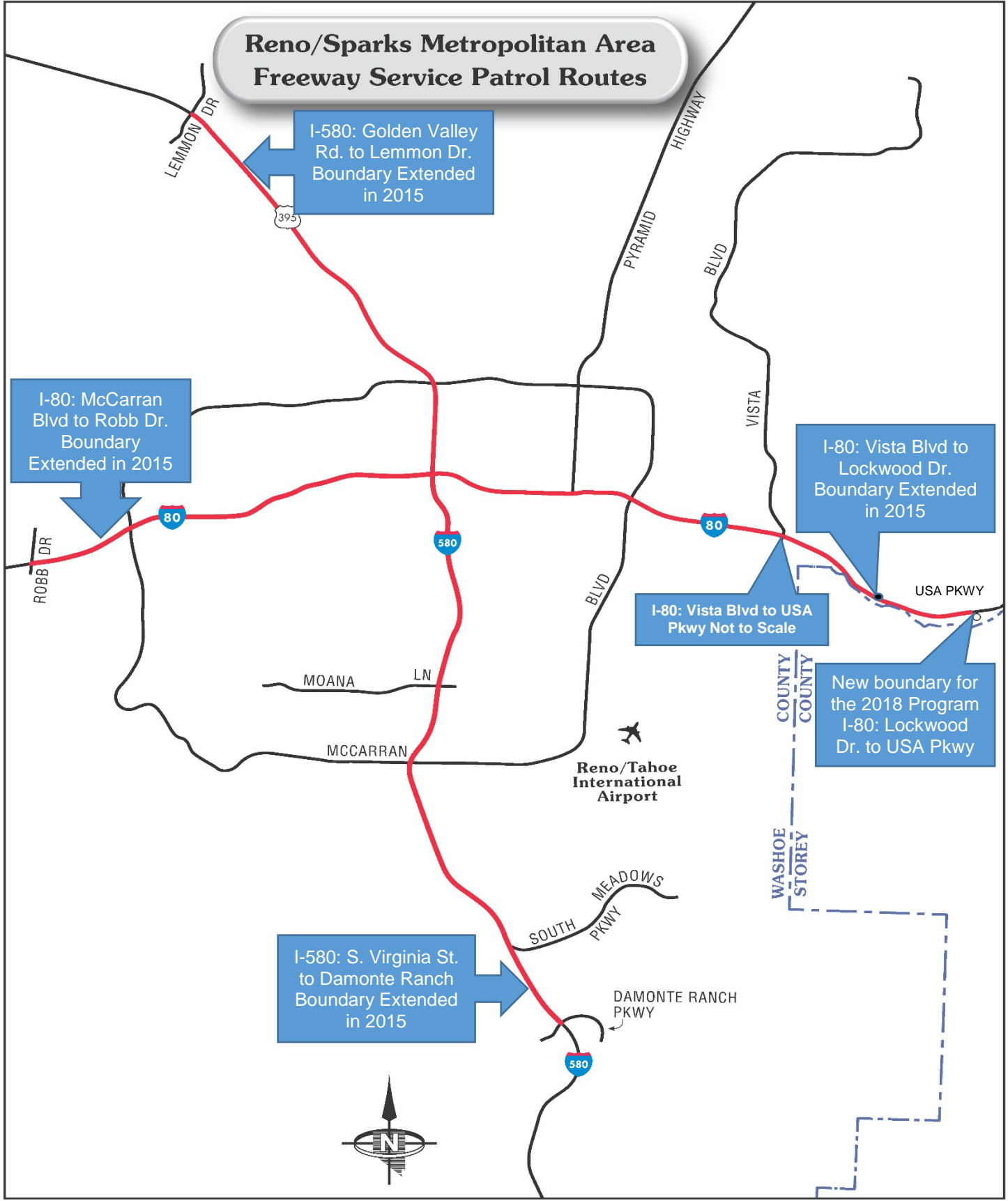
**Figure 4: Waycare Software Platform System**

The FSP program is sponsored by State Farm. State Farm provides an annual contribution of \$365,000.00 minus a 6.1% sponsorship fee, which is deducted and paid directly to United Road Towing by State Farm for sponsorship management activities such as contract administration, initial vehicle wraps, and vehicle wrap maintenance. The 2018 FSP Program will have a sponsorship program as well. Negotiations are expected to commence upon FSP contract execution, and the factors that will be used to determine the new sponsorship contribution include the number of FSP vehicles, acknowledgement signs, centerline miles, and traffic volumes.

# Las Vegas Metropolitan Area Freeway Service Patrol Routes



# Reno/Sparks Metropolitan Area Freeway Service Patrol Routes



## 1. OVERVIEW

The Nevada Department of Transportation (NDOT) implemented the Freeway Service Patrol (FSP) Program in 1998 to mitigate congestion and enhance safety in Nevada's metropolitan freeway systems. The program's goal is to work in conjunction with NDOT Maintenance Personnel, Nevada Highway Patrol, Towing Professionals, Emergency Medical Technicians, and other first responders to mitigate congestion and reduce secondary crashes.

The FSP Program will operate in the heavily traveled sections of the Las Vegas, Nevada metropolitan freeway systems to address various traffic incidents such as: crashes, disabled vehicles, abandoned vehicles, roadway debris, sick or stranded motorists, temporary traffic control, scene safety, vehicle fires, and minor hazardous spills. FSP technicians are certified in various fields such as hazmat safety, cardiopulmonary resuscitation, community first aid, basic automotive repair, and traffic incident management.

The SERVICE PROVIDER will be required to solicit and procure sponsorship of the FSP Program for the life of the Agreement. The SERVICE PROVIDER will also be required to develop and submit for DEPARTMENT approval a Sponsorship Plan that will outline the program details.

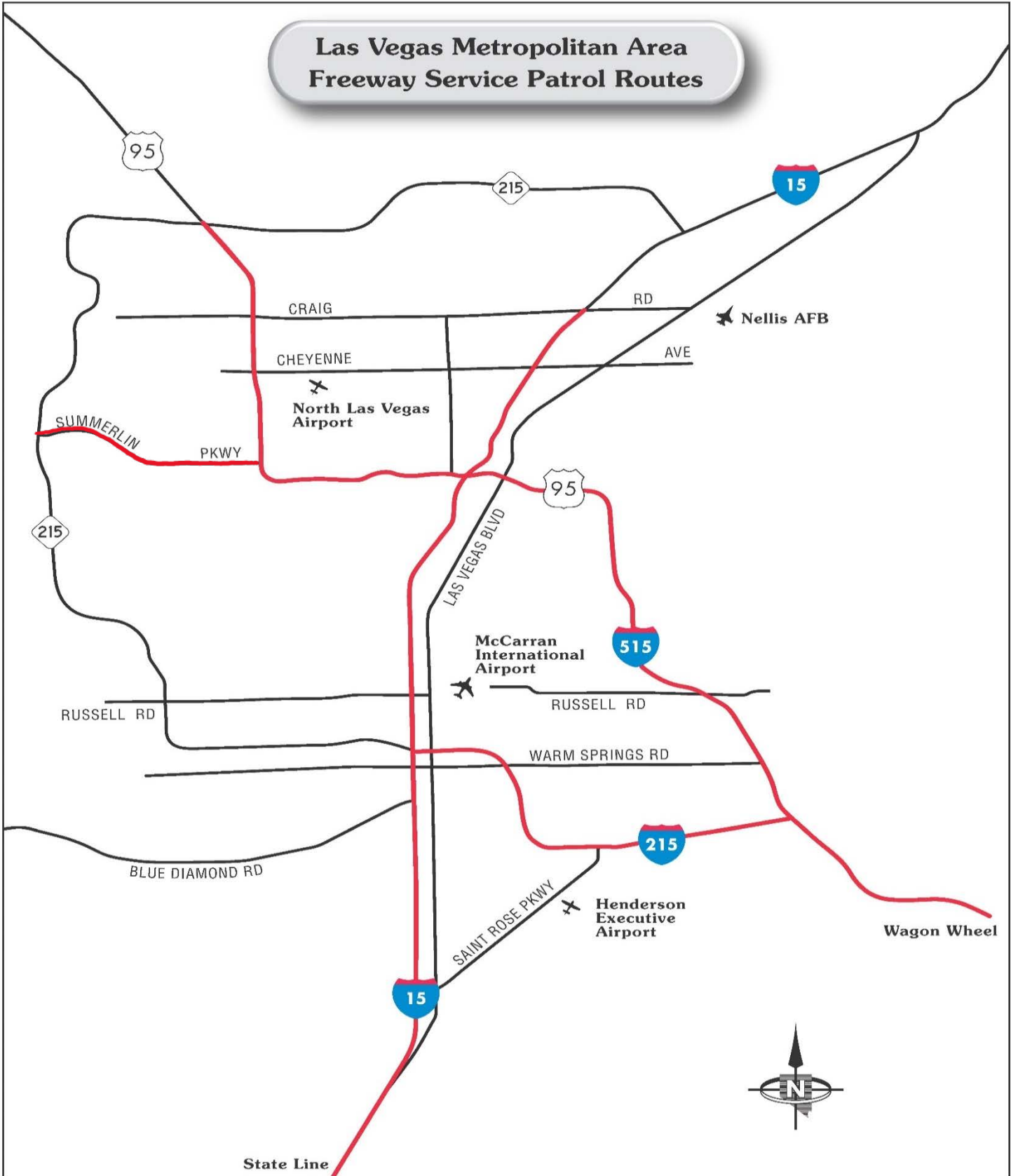
The SERVICE PROVIDER has agreed to provide secure indoor storage for special short-term investigations and impounds for first responders at not additional cost to the program.

The FSP fleet will consist of new vehicles that may vary by design: a) standard program vehicles without tow capabilities will be referenced as Safety Patrol Vehicles (SPV); b) program vehicles with a flatbed design will be referenced as Flatbed Multi-Use Response Vehicles (FB-MRV); c) program vehicles with a wheel-lift design will be referenced as Wheel-Lift Multi-Use Response Vehicles (WL-MRV); and d) program vehicles with increased storage capacity for temporary traffic control devices will be referenced as Incident Response Vehicles (IRV). The SERVICE PROVIDER will submit to the DEPARTMENT for review and approval the design type and number of program vehicles (including contingency vehicles) necessary to efficiently operate the program in accordance with the terms of the Agreement. The type of service vehicle designated for each route will be coordinated between the DEPARTMENT and the SERVICE PROVIDER.

The FSP Program will patrol designated routes during peak traffic periods and will provide revised route coverage and/or hours of operation during federal holidays, special events, construction projects, and emergency situations. Table 1 and Figure 1 below reflects the initial schedule and program boundaries at the commencement of the program. It is anticipated that the routes and hours of operation will continue to evolve as traffic volumes fluctuate. Furthermore, the DEPARTMENT may adjust, at its sole discretion, the program boundaries, number of routes, and the hours of operation.

**Table 1: Las Vegas Freeway Service Patrol**

<b>Weekday Routes</b>	<b>Route</b>
I-15: Craig/SR573 to Blue Diamond Rd/SR160 Mon-Fri: 5am-1pm & 2pm-8pm	A
I-15: Craig/SR573 to Blue Diamond Rd/SR160 Mon-Fri: 6am-12am & 1pm-7pm	B
I-215: I-15 to I-515 and I-515: I-215 to Wagon Wheel Dr Mon-Fri: 5am-1pm & 2pm-8pm	C
I-215: I-15 to I-515 and I-515: I-215 to Wagon Wheel Dr Mon-Fri: 6am-12am & 1pm-7pm	D
US95: CC-215 to I-15 Mon-Fri: 5am-1pm & 2pm-8pm	E
US95/: CC-215 to I-15 Mon-Fri: 6am-12am & 1pm-7pm	F
I-515: I-15 to I-215 Mon-Fri: 5am-1pm & 2pm-8pm	G
I-515: I-15 to I-215 Mon-Fri: 6am-12am & 1pm-7pm	H
I-15: CA/NV Stateline to St. Rose/SR146 Fri: 7am-1pm & 2pm-8pm	I
<b>Contingency Routes</b>	<b>Route</b>
Summerlin Pkwy & US95: CC215 to I-15 Mon-Fri: 5am-1pm & 2pm-8pm	J
I-15: Craig/SR573 to Blue Diamond Rd/SR160 Mon-Fri: 6am-12am & 1pm-7pm	K
<b>Weekend Routes</b>	<b>Route</b>
I-15/US95/I-515/I-215 Focusing on the Spaghetti Bowl US95/515: Craig Road to Russell Rd & I-15: Cheyenne to Russell Rd Sat & Sun: 7am-1pm & 2pm-8pm	L
I-15/US95/I-515/I-215 Focusing on the Spaghetti Bowl US95/515: Craig Road to Russell Rd & I-15: Cheyenne to Russell Rd Sat & Sun: 8am-2pm & 3pm-9pm	M
I-15: CA/NV Stateline to St. Rose/SR146 Sun: 8am-2pm & 3pm-9pm	N
<b>Optional Support</b>	<b>Staff</b>
FSP Dispatch Operator: 8-Hr Shift, 5 Days per Week	1
<b>Special Notes</b>	
<ul style="list-style-type: none"> <li>• Summerlin Parkway contingency route (J) may take place if the DEPARTMENT acquires the right-of-way.</li> <li>• I-15 contingency route (K) may take place upon completion of the Las Vegas football stadium.</li> <li>• At least two program vehicles will be on call-out during non-operational hours and at the DEPARTMENT's discretion.</li> </ul>	



**Figure 1: Las Vegas FSP Program Boundaries**

## 2. GENERAL REQUIREMENTS

- A. The SERVICE PROVIDER will follow all applicable Federal, State, and County safety and health laws, regulations, and standards and will follow the latest Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).
- B. FSP Dispatch Operators will be referenced as DISPATCH and FSP Technicians will be referenced as TECHNICIANS.
- C. Upon request by the DEPARTMENT, the SERVICE PROVIDER will support the transition of a new FSP Program to another SERVICE PROVIDER prior to the completion of the Agreement. Support may include, but not be limited to controlled access to DISPATCH and TECHNICIAN interviews, and program vehicles.
- D. The prices provided in the cost proposal will include, but not be limited to furnishing all labor, material, equipment, tools, transportation, supplies, training, licenses, fees, certificates, direct costs, indirect costs, overhead costs, fixed fee, and incidentals required to complete the work in accordance with the terms of the Agreement.
- E. The SERVICE PROVIDER will assist the DEPARTMENT in promoting the FSP Program with the local media including ride-alongs, interviews, and video recordings. All requests from the media will be subject to DEPARTMENT approval.
- F. The SERVICE PROVIDER will respond in writing to any public complaint submitted against the FSP Program within five (5) working days of the date of the complaint. The SERVICE PROVIDER will provide a copy of the complaint and resolution to the DEPARTMENT.
- G. The SERVICE PROVIDER will meet with the DEPARTMENT monthly for the first six (6) months and bi-monthly thereafter to conduct coordination meetings between the Road Operation Center, District Maintenance, Highway Patrol, and any other first responder agency deemed necessary. The purpose of the coordination meetings will be to: a) evaluate the monthly and or quarterly program performance measures; c) discuss specific incident debriefs, holiday coverage debriefs, and special event coverage debriefs; d) evaluate standard coverage routes and hours of operations; e) discuss coverage for upcoming holidays, special events, and construction projects; and f) discuss improvements and/or adjust procedures, guidelines, routes, and hours of operation based on input obtained at the meeting.
- H. The SERVICE PROVIDER will ensure that the FSP General Manager or the Operations Manager is present at all Traffic Incident Management (TIM) Coalition meetings, FSP Coordination meetings, and WayCare meetings throughout the life of the Agreement.
- I. Standard Operating Guidelines

The SERVICE PROVIDER will be responsible for developing a manual consisting of the FSP Standard Operating Guidelines (SOG) prior to commencement of the program. The SOG will describe in detail the professional standards of DISPATCH and TECHNICIAN and will outline the guidelines for mitigating the variety of incidents expected. The SOG will be reviewed and approved by the DEPARTMENT prior to implementation.



Any changes to the SOG by the SERVICE PROVIDER will be submitted to the DEPARTMENT for review and approval. Alternatively, the DEPARTMENT may direct the SERVICE PROVIDER to make changes to the SOG. All revisions to the SOG will be reviewed and approved by the DEPARTMENT prior to implementation. The SERVICE PROVIDER will be responsible for tracking revisions to the SOG and providing the DEPARTMENT with Word and PDF versions of the SOG, as well as two (2) bound hard copies for each review, for a maximum of three (3) annual reviews.

A bound hard copy of the most current, approved SOG will be provided to each TECHNICIAN, kept in each program vehicle, and at each FSP dispatch workstation.

#### J. Collateral Material

Collateral material refers to the various pieces of public relations documents used to promote the services of the FSP program. These include printed multi-color pamphlets (given to motorists at the time of the mitigation), and an on-line survey to serve as a feedback mechanism from which an assessment can be made as to the effectiveness of the program. The SERVICE PROVIDER will be responsible for all costs associated with the collateral material. Prior to implementation, the SERVICE PROVIDER will submit for DEPARTMENT approval all collateral material developed for the program.

## 2.1 PATROL DAYS AND HOURS OF OPERATION

#### A. Vehicle Service Hour

A Vehicle Service Hour (VSH) is the time in which a single program vehicle is patrolling the designated route or conducting a mitigation. VSH does not include: a) travel time to and from the base yard to the patrol route; b) TECHNICIAN shift exchanges; and c) service vehicle breakdowns, malfunctions, and/or service vehicle involved crashes. Lost VSH resulting from scenarios (b) through (c) may be recovered by patrolling the given route at the end of the shift an additional VSH equivalent to the lost VSH.

#### B. Patrol Routes and Hours of Operation

The SERVICE PROVIDER will patrol designated routes during peak traffic periods and will provide revised route coverage and/or hours of operation during federal holidays, special events, construction projects, and emergency situations. Table 1 and Figure 1 reflects the initial schedule and program boundaries at the commencement of the program. It is anticipated that the routes and hours of operation will continue to evolve as traffic volumes fluctuate. The DEPARTMENT may adjust, at its sole discretion, the program boundaries, number of routes, and the hours of operation. The DEPARTMENT will make all efforts to provide four (4) weeks of advanced notification for adjustments to the patrol routes and hours of operation.

Non-patrol days will be identified as Thanksgiving Day and Christmas Day only.

FSP coverage may be reduced by up to fifty percent (50%) on all federal holidays except Independence Day and New Year's Day. Independence Day, New Year's Day, and special events may have increased coverage by up to fifty percent (50%).

Special events for the Las Vegas area may include but are not limited to: Spring and Fall NASCAR and the Electric Daisey Carnival.

C. Breaks

No more than one (1) TECHNICIAN covering the same route may be on break at the same time. Breaks will not be taken within the first hour or the last hour of the shift.

D. Overtime

Should any mitigation be unfinished at the end of the workday, the TECHNICIAN will continue to work until completed or released by the DEPARTMENT or law enforcement.

The DEPARTMENT may request for the SERVICE PROVIDER to work outside the normal patrol hours to support special events, construction project, natural disasters, and traffic emergencies.

The DEPARTMENT will pay the SERVICE PROVIDER overtime at the standard VSH rate identified in the Agreement.

All FSP employees working overtime will be paid by the SERVICE PROVIDER in accordance with all Federal and State labor laws.

E. Vehicle Lane Clearance

During non-injury incidents, the TECHNICIAN will clear crashed or disabled vehicles off travel lanes and drop off the motorist at the nearest secure location so that the vehicle can then be safely towed by a towing company. If necessary, the TECHNICIAN may provide a cell phone and the most recent Highway Patrol Rotational Tow List to the motorist.

F. Contingency Operations

The SERVICE PROVIDER will develop contingency plans for severe weather storms (i.e. snow storms, roadway washouts, floods, etc.) and homeland emergencies. The contingency plans will specify communications protocols and describe how operational efforts will be handled.

### 3. VEHICLES

#### 3.1 General Requirements

- A. The SERVICE PROVIDER will have the vehicle specifications approved by the DEPARTMENT prior to ordering. Once approved, the SERVICE PROVIDER will furnish, operate, maintain, and secure all appropriate licenses and registration fees.
- B. All program vehicles will be equipped with the necessary tools and supplies to effectively address a wide variety of roadway incidents such as: crash incidents, lost motorists, sick or injured motorists, pedestrians or animals in the roadway, roadway debris, minor vehicle fires, minor vehicle fluid leaks, out of fuel, abandoned vehicles, emergency traffic control, vehicle fluid spill containment under twenty-five (25) gallons, and disabled vehicles that can be mitigated by the TECHNICIAN in under fifteen (15) minutes.

- C. The SERVICE PROVIDER will equip all program vehicles with a real-time Fleet Management System and will provide at its own expense all equipment, hardware, software, and pay for all costs associated with providing a fully hosted system to the DEPARTMENT.
- D. Upon request and at the expense of the DEPARTMENT, the SERVICE PROVIDER will cooperate with the installation of Intelligent Transportation System (ITS) devices on the program vehicles. The SERVICE PROVIDER will not be liable for lost, damaged, or stolen DEPARTMENT equipment. The DEPARTMENT will remove the equipment from the vehicles upon contract completion and will cover the holes with weather proof plugs.
- E. The SERVICE PROVIDER will be responsible for storing program vehicles at a privately leased storage facility and will be responsible for securing all vehicles and equipment.
- F. The SERVICE PROVIDER will keep the interior of all program vehicles clean and neat at all times; and the exterior will be washed at least every Monday and Wednesday prior to commencement of the AM shift.
- G. The Service Provider will maintain the exterior paint and vehicle wrapping in scratch, fade, peel, and damage free condition at all times. The SERVICE PROVIDER, will have fifteen working days from date of notification to replace or improve deficient exterior conditions.
- H. Prior to each shift, the SERVICE PROVIDER will conduct a pre-trip inspection using a Fleet Management System developed checklist confirming the interior/exterior condition, supplies, materials, and equipment of each vehicle.
- I. The DEPARTMENT will conduct random vehicle inspections and ride-alongs to inspect and ensure program vehicles, equipment, supplies, and uniforms are in compliance with the terms of the Agreement.

### **3.2 Vehicle Decals and Markings**

- A. All program vehicles will be white and fully wrapped with DEPARTMENT approved decals and markings. Prior to installing the vehicle wrapping, the SERVICE PROVIDER will provide to-scale graphics showing the vehicle wrapped with all decals and markings. Temporary magnetic signs will only be allowed for training purposes and sign will state, "In Training" in big legible letters.
- B. Unless DEPARTMENT approved, no other markings or signs will be allowed on the program vehicles. This includes, but is not limited to: pin striping, underlining of lettering, symbols, logo, hours of operation, markings on windows or mud flaps, advertising, etc.
- C. Upon contract completion, all DEPARTMENT seals and FSP markings will be removed from the vehicles at the expense of the SERVICE PROVIDER.

### 3.3 Specifications

- A. Safety Patrol Vehicle (SPV)
  - 1. Minimum 3/4-ton chassis
  - 2. Air conditioning
  - 3. Frame mounted trailer hitch with combination ball
  
- B. Flatbed Multi-Use Response Vehicle (FB-MRV)
  - 1. Minimum 1-ton chassis
  - 2. Air conditioning
  - 3. Capable of transporting at least four (4) adult passengers
  - 4. Flatbed/wheel-lift design capable of towing two vehicles simultaneously, each vehicle with a gross vehicle weight rating (GVWR) of at least 8,000 lbs.
  
- C. Wheel-Lift Multi-Use Response Vehicle (WL-MRV)
  - 1. Minimum 1-ton chassis
  - 2. Air conditioning
  - 3. Capable of transporting at least four (4) adult passengers
  - 4. Wheel-lift design capable of towing one vehicle with a GVWR of at least 8,000 lbs.
  
- D. Incident Response Vehicle (IRV)
  - 1. Minimum 1-ton chassis
  - 2. Air conditioning
  - 3. Dual rear wheels
  - 4. Capable of carrying increased traffic control equipment for roadway closures

The FSP Program may also include DEPARTMENT approved program vehicles not specified in this Agreement. The vehicle may be implemented as a pilot so that the DEPARTMENT may evaluate its merits before determining to officially incorporate it into the program. The pilot vehicle shall meet all the requirements of the contract and shall not exceed the negotiated service rates.

### 3.4 Vehicle Equipment and Supplies

The SERVICE PROVIDER will furnish, operate, maintain, and be responsible for the security of all vehicle equipment and supplies. Necessary ancillary equipment will be kept in good repair and operating condition to ensure the program will operate in an efficient and effective manner.

- A. Installed Equipment
  - 1. Full-width, front-mount rubber-faced push bumper
  - 2. Front and rear LED flashers
  - 3. 12-volt DC Electric Air compressor with air-lines, fittings, and pressure gauge
  - 4. 12-volt jump start connections mounted front and rear
  - 5. Public address system

6. FSP Fleet Management System
7. Dual Facing Wi-Fi Dash Cameras with live feed to the Road Operation Centers
8. Roof mounted full size arrow board and emergency light bar with directional flash arrow:
  - a) Controls will be separated, such that the forward and rear-facing lights may be turned on and off independently from one another
  - b) Retractable arrow board designed to extend above the roof line with in-cab controls
  - c) Arrow board visibility will be Type D, per MUTCD Section 6F.61

B. Portable Equipment and Tools

1. Tow straps, safety chains (grade 8), and wheel chocks
2. Two- (2-) ton aluminum floor jack and 1.5-ton scissor jack with drill attachment
3. 25-foot jumper cables with hot box connector
4. Flexible fuel funnels (e85 and regular) and fuel containers
5. Standard and metric master mechanic tool box set including various sockets, wrenches, screw, pliers, and vice grips
6. Ball peen hammer, sledge hammer, pry bar, hack saw, and chisel
7. 18V Impact wrench with charger, extra batteries, and impact sockets (1/2" deep well) in SAE and Metric size
8. Security locking key lug nut master set
9. Star wheel and hub cap removal kit
10. Quick entry tool kit
11. Heavy duty push broom and large dust pan
12. Aluminum coal shovel, pointed long handle shovel, and square D handle spade
13. Trash cans (two (2), ten- (10-) gal) and buckets (two (2), five- (5-) gal)
14. Gas or electric heavy-duty leaf blower
15. Power inverter 12V to 110V
16. Two- (2-) exterior mounted or portable work lights
17. Heavy-duty flashlight with traffic wand
18. Water cooler for bottled water and ice
19. Automated External Defibrillator (AED)
20. Traffic cones, 28" reflectorized, twenty (20) minimum
21. Stop/Slow paddle, 24"
22. Two (2) folding aluminum sign support stands for 48" fabric signs
23. Traffic Incident Management traffic control signs, MUTCD compliant, portable, 48", black on fluorescent pink:

- a) One (1) "Road Closed Ahead"
- b) One (1) "Road Closed"
- c) One (1) "Ramp Closed Ahead"
- d) One (1) "Ramp Closed"
- e) One (1) "Emergency Scene Ahead"
- f) One (1) "Be Prepared to Stop"
- g) One (1) "Lane Closed Ahead" with Velcro panel for "Right" or "Left" lane
- h) One (1) "Lane Closed" with Velcro panel for "Right" or "Left" lane

#### 24. Dual-Band Portable Radios

- a) P25 Phase 2 compatible
- b) Portable, P7350, 764-870MHz, Scan
- c) Feature, Max (1024+) System/Groups
- d) Feature, ProFile OTAP Over-the-Air Program
- e) Feature Package, EDACS Trunking
- f) Feature, ProScan Roam w/Priority Sys Scan
- g) Battery, Li-Ion, 2000Mah
- h) Redundant Battery, Li-Ion, 2000mAH
- i) Antenna, 764-870MHz, 1/4 Wave Whip
- j) Speaker Mic, Coiled
- k) Case, Leather, w/Belt Loop, P7300
- l) Charger, Single, Tri-Chem
- m) Charger, VC4000, Tri-Chemistry

#### 25. Dual-Band Portable Radio Requirements

- a) Dual-band multimode portable radios will be compatible with: P25 Phase 2 frequencies; DEPARTMENT talk groups; and Nevada Highway Patrol talk groups. The SERVICE PROVIDER will be required to enter into an agreement with the Department of Public Safety to access the NHP talk groups.
- b) The SERVICE PROVIDER will forward all portable radios to the DEPARTMENT no later than two (2) months prior to the start of FSP operations in order for the DEPARTMENT to program the portable radios with DEPARTMENT and NHP approved talk groups.
- c) The SERVICE PROVIDER will forward all portable radios to the DEPARTMENT no later than ten (10) calendar days from contract completion or termination, for the purposes of resetting all radios to factory

default settings. The DEPARTMENT will return all radios to the SERVICE PROVIDER within ten (10) working days after receipt.

#### C. Vehicle Supplies

1. Flares, 30-minute, 36-pack minimum
2. Fire extinguisher, 20 lbs. (Class ABC)
3. Two- (2-) part epoxy and powdered system "plug-N-dike"
4. Bale of spill control pads and four (4) bags of oil dry
5. Starting fluid, penetrating oil and moisture displacing spray
6. Electrical tape, duct tape, mechanics wire, electrical wire
7. 12-volt electrical splices/connectors, assorted fuses
8. Air brake release kit, various brake release pins, plugs, reducers, nuts, bolts, screws, hose clamps, brass fittings, and tire air valves
9. Purified bottled drinking water and ice
10. Five (5) gallons each of unleaded fuel, diesel fuel, and water
11. Paper towels and hand cleaner/degreaser
12. Marking paint and windshield marker pens
13. Bloodborne pathogen response kit
14. Large first aid trauma kit, eyewash kit, and CPR kit
15. Collateral Material (FSP Pamphlets)

### 4. TECHNICIANS

#### 4.1 General Requirements

- A. TECHNICIANS will not accept or solicit gratuities or favors of any sort, nor will they recommend a specific tow, repair or body shop business.
- B. Upon discovering disabled vehicles, TECHNICIANS will ensure the vehicle is in a safe, non-travel area. TECHNICIAN will address situations that normally take a maximum of fifteen (15) minutes to repair to permit the motorist to drive the vehicle under its own power to a repair facility. TECHNICIAN will provide motorists with bottled drinking water and an assortment of motor fluids such as gas, diesel, and radiator fluid as needed. TECHNICIAN will change and inflate tires, secure or remove loose parts, and perform minor mechanical and electrical repairs. If a disabled vehicle cannot be made roadworthy within the fifteen (15) minutes allotted, TECHNICIAN will provide the motorist with a list of towing companies from the Nevada Highway Patrol Towing Rotational list.
- C. The SERVICE PROVIDER must submit to the DEPARTMENT a current criminal background check and license record of each TECHNICIAN before he or she is permitted to begin work. Acceptance of each TECHNICIAN will be at the sole discretion of the DEPARTMENT.

- D. The SERVICE PROVIDER will notify the DEPARTMENT in writing of any TECHNICIAN felony violations, arrests, and convictions throughout the life of the Agreement.
- E. The program will have a zero-tolerance policy for substance abuse. The SERVICE PROVIDER will maintain strict alcohol and controlled substance abuse policies, including at a minimum, a drug and alcohol-free workplace policy. The SERVICE PROVIDER will be responsible for complying with all federal and state laws and regulations pertaining to an alcohol and drug free workplace. TECHNICIANS found to be under the influence of drugs or alcohol will be immediately terminated from the program.
- F. At a minimum, random alcohol and controlled substance testing of at least two (2) TECHNICIANS will be required at least once every quarter. Results from the tests will be provided to the DEPARTMENT within two (2) weeks of the testing and included in each Quarterly Report.

#### **4.2 Qualifications**

All TECHNICIANS must:

1. Possess a valid Nevada driver's license
2. Pass a criminal background check and a driver's license investigation
3. Possess no reckless driving violations in their driving record
4. Possess no criminal convictions
5. Work well with people, as well as work independently
6. Be able to lift at least fifty (50) pounds
7. Be able to communicate instructions, descriptions, and information accurately
8. Pass a psychological evaluation
9. Pass a controlled substance drug test prior to beginning the program

#### **4.3 Equipment and Supplies**

- A. The FSP uniform will consist of the following equipment:
  1. High-Visibility Vertex Vent Helmet, EXFIL Wendy Helmet, or approved equivalent
  2. Knee pads
  3. Cell Phone
  4. Reflective vests, ANSI Class III, with "FSP" labeled in dark navy blue on the back
  5. Dark navy blue, dri-fit collared shirt, with "FSP" labeled on the front, left of chest
  6. Dark navy blue, uniform cargo pants with reflective strip on the outside pant leg
  7. Reflective rain gear, ANSI Class III, with "FSP" labeled in dark navy blue on the back
  8. Identification card holder to be worn on the left arm (ID badge provided by DEPARTMENT)



9. Protective foot wear (e.g., non-slip, safety-toe shoes)
10. Work Gloves (leather and rubber)
11. Safety glasses or goggles
12. Workbox/clip board
13. Manuals and guidebooks

- B. The SERVICE PROVIDER will mail the DEPARTMENT ID badges to the Project Manager upon employee termination and/or contract termination, whichever occurs first.

#### **4.4 Certifications**

The SERVICE PROVIDER will provide TECHNICIAN that are highly skilled and certified in the following:

1. National Incident Management System (NIMS)
2. Incident Command System (ICS)
3. American Traffic Safety Services Association Road Safety Training
4. SHRP2 Traffic Incident Management (TIM)
5. Emergency Traffic Control and Flagging
6. Community First Aid
7. Cardiopulmonary Resuscitation (CPR)
8. Automated External Defibrillator (AED)
9. Defensive Driving Course
10. Hazmat material awareness and recognition
11. Light duty towing and recovery

#### **4.5 Training**

- A. The SERVICE PROVIDER will secure all applicable permits, permissions and pay all requisite fees for any training that will be held at a public facility or private facility.
- B. The SERVICE PROVIDER will develop a comprehensive Initial Training Program (ITP) and an Annual Training Program (ATP) for the TECHNICIAN. Both will be submitted to the DEPARTMENT as a deliverable after notice to proceed and approved by the DEPARTMENT prior to the start of training.
- C. Each TECHNICIAN must complete the ITP prior to working in the field to ensure the proper operation of equipment and satisfactory performance of the FSP Program. Training, both initial and on-going, should include appropriate levels of hands-on training. The ITP will include the following elements:

1. Standard Operating Guidelines
2. TECHNICIAN Courtesy and Personal Safety
3. Incident Command System (ICS)-100, ICS-200, and ICS-700
4. American Traffic Safety Services Association Road Safety Training
5. Crash Scene Support
6. Traffic Incident Management (TIM)
7. Emergency Traffic control / MUTCD Part 6 -Temporary Traffic Control
8. Light Duty Towing and Recovery
9. Vehicle servicing procedures
10. Radio and Inter-Agency Communications
11. Communications Protocols
12. Ride-Along Training
13. First Aid / CPR / AED
14. Hazardous Material Recognition / Fire Extinguisher Use
15. Vehicle pushing procedures
16. Field service reports
17. Safety and Liability
18. Defensive driving
19. Fleet Management System operating procedures
20. Motorist customer service etiquette

- D. The ITP will clearly identify the length of training in terms of hours, differentiating between those which will be held online individually, in a classroom environment, and those which will be hands-on (e.g., light duty towing and recovery, TIM, and traffic control, ride-alongs). The ITP program will consist mainly of hands-on training, individual on-line training should be offered as a last resort over classroom and hand-on training.
- E. The ATP will clearly identify the elements that will be included, the length of the training (i.e., number of hours), format of the training, and the month in which the Annual Training will be conducted for all TECHNICIAN.
- F. Ensuring both TEHNICIAN safety and the safety of first responders/motorists is essential to the FSP Program. The SERVICE PROVIDER will develop an FSP Safety Program that will describe how safety will be emphasized in its daily, weekly, and monthly operations.
- G. Many of the traffic control operations will be in emergency or short-term situations in response to traffic incidents. Temporary Traffic Control (TTC) will be conducted in compliance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). TECHNICIAN will be trained and capable of quickly and safely setting up the emergency TTC for traffic incident scenarios that are likely to be encountered. The SERVICE PROVIDER will develop typical MUTCD-compliant diagrams, to establish

program standards for placement of vehicles, cones, signs, arrow boards, and flagging operations in relation to the incident scene. DEPARTMENT approved diagrams for the following list of typical incident situations will be developed by the SERVICE PROVIDER for the following emergency conditions requiring TTC:

1. Disabled vehicle on shoulder/shoulder assist
2. Single lane closure (right, center, or left lane)
3. Two (2) lanes blocked
4. All lanes blocked
5. All lanes blocked with detour

## **5. DISPATCH**

### **5.1 Minimum Qualifications**

1. Must be at least eighteen (18) years of age
2. Pass a pre-employment screening for controlled substances, a criminal background check, and a security clearance questionnaire
3. Possess previous computer knowledge and Microsoft Office experience
4. Possess previous dispatch experience
5. Possess knowledge of Las Vegas Freeway Exits; Las Vegas North, South, East, West orientations; and familiar with Arizona, California, and Utah adjoining roads

### **5.2 Essential Functions**

1. Long periods of sitting, periodically reaching over desks/consoles, periodically climbing up and down stairs, standing and lifting up to fifteen (15) pounds
2. Utilize traffic software, Closed Circuit Television Cameras, Dynamic Message Signs, and other Intelligent Traffic System devices
3. Coordinate communication with internal crew members, external dispatchers, local media, and the public
4. Execute Road Operation Center (ROC) policies and procedures, emergency operational procedures, and other ROC functions as required
5. Perform regular system diagnostics, facilitate system trouble shooting, identify system failures, and coordinate system repair
6. Multi-task and work with indirect supervision in a fast-paced environment
7. Perform basic mathematical computations
8. Maintain a clean work area as directed

9. Work flexible schedules including days, nights, weekends, and holidays

### **5.3 Dispatcher responsibilities include**

1. Radio dispatching of TECHNICIAN
2. Entering mitigation information into various computer software systems
3. Maintaining a log of all mitigations received, tracking location of TECHNICIAN, and directing TECHNICIAN to incident mitigations.
4. Receiving and responding to calls from the DEPARTMENT, law enforcement, and other first responders
5. Entering and updating incident information into the Next Generation Traveler Information System
6. Record keeping, including tracking of the number of mitigations, etc.
7. Other duties as assigned

### **5.4 Work Location, and Equipment**

1. The DEPARTMENT will provide the workstation for the FSP Dispatch Operator.
2. The Dispatcher's work station will have the FSP Fleet Management System software and any other operational support system needed.
3. The workstation is in the Road Operation Center located at: Las Vegas Road Operation Center at 4615 West Sunset Road, Las Vegas, NV 89118.

The SERVICE PROVIDER will provide additional temporary DISPATCH support upon moment's notice and when requested by the Road Operation Centers at no additional cost to the Agreement. The additional DISPATCH support will be provided from the SERVICE PROVIDER headquarters.

## **6. KEY PERSONNEL**

The SERVICE PROVIDER will identify the program's key personnel, their positions, and where they will be located for the duration of the project. At a minimum, the SERVICE PROVIDER will identify the following Key Personnel:

1. The General Manager will be the SERVICE PROVIDER's main point of contact for the DEPARTMENT's Project Manager and will be responsible for managing all aspects of the FSP Program.
2. The Operation Managers will be assigned to manage the day-to-day operations of the FSP Program in accordance with the DEPARTMENT approved Standard Operating Guidelines. Operation Managers may also be TECHNICIAN.

3. The Administrative Manager will be responsible for project invoicing, monthly reporting, documentation, and other administrative duties.
4. The Training Manager will be responsible for the development of the Initial Training Program, Annual Training Program, Safety Program, and Traffic Incident Management Training Program.

## **7. FSP FLEET MANAGEMENT SYSTEM**

### **7.1 General Requirements**

- A. The SERVICE PROVIDER will, at no cost to DEPARTMENT, procure, install, integrate and maintain a fully hosted FSP Fleet Management System.
- B. The Fleet Management System will:
  1. Provide computer-aided dispatch (CAD) functionality with a database dispatch log to track mitigations in a coordinated, comprehensive, and consistent manner
  2. Provide automated vehicle location (AVL) technologies to allow designated users to dynamically monitor vehicular locations and speeds in real time
  3. Provide real time, secure, authenticated, remote access using a browser-based interface
  4. Provide a system that is fully operational at least 99.999% of the time during operational hours
  5. Allow for geofences to be inputted into the system and tied to invoicing
  6. Allow for reports to be generated in Excel format
  7. Allow designated users to be alerted when mitigations are initiated and concluded

### **7.2 Operational Features**

Operational features of the Fleet Management System will include, but not be limited to, the following:

- A. Monitor real-time status of each program vehicle's current activity, including, but not limited to:
  1. Start and end time of shift in twenty-four (24) Hour format (e.g. 5:30 PM would be represented as 17:30:00)
  2. Date in MM/DD/YYYY (e.g., April 30, 2016 would be represented as 04/30/2016)
  3. Vehicle ID
  4. TECHNICIAN ID
  5. Location on a map using AVL

6. Direction of travel
7. Travel speed (approximate, within one (1) mph)

B. Automatically log information during mitigations, including but not limited to:

1. Unique mitigation identification number (unique ID).
2. Day of week (i.e., Monday, Tuesday, etc.)
3. Date in MM/DD/YYYY
4. Start time of each mitigation in military format
5. End time of each mitigation in military format
6. Total time (duration) of the mitigation
7. Latitude and longitude of vehicle in Decimal Degrees format
8. Forward Facing Video
9. Vehicle ID
10. Route

C. Allow for TECHNICIAN entry of various mitigation-specific information including, but not limited to:

1. TECHNICIAN ID or name
2. Mitigation Information

a) Mitigation Type and sub-type categorized by one (1) of these categories:

i. Disabled Vehicle

1. Battery Jump
2. Flat Tire
3. Out of Gas
4. Overheated

ii. Abandoned Vehicle

iii. Scene Safety

1. First Responder
2. Motorist

- iv. Crash Incident
  - 1. Vehicle(s) Removed
  - 2. Vehicle(s) Not Removed
- v. Left on Arrival
- vi. Debris Removal
- vii. Other
  - 1. Load Adjustment
  - 2. Lost Motorist
  - 3. Lost Animal
  - 4. Vehicle Fire
  - 5. Hazmat
  - 6. Pedestrian
  - 7. First Aid
  - 8. Motorist on phone
  - 9. Service Refused

- b) Lane location of vehicle (e.g. Median, Lane 1, 2, 3, Shoulder)
- c) Direction (e.g., north, south, east, west)
- d) Whether the vehicle was towed
- e) Whether another FSP unit helped in providing the mitigation
- f) Whether first responders (e.g., Nevada Highway Patrol, Fire Department, Emergency Medical Services, DEPARTMENT maintenance crews or other support) were on-scene
- g) Make, model, and license number of the vehicle
- h) Additional comments unique to the mitigation

3. When not in roving status, allow for TECHNICIAN entry describing actions, including, but not limited to start and end times associated with:

- a) Beginning of shift
- b) End of shift
- c) Refueling
- d) Lunch break
- e) Bathroom break

- f) Vehicle Out-of-order
  - g) Vehicle Damaged
  - h) TECHNICIAN Injury
  - i) Other
- D. Allow for supplementary information regarding vehicles that were towed including, but not limited to:
- 1. Drop-off location of towed vehicle
  - 2. Whether the motorist was transported by the TECHNICIAN to the drop-off location
  - 3. Whether passengers were transported; and if so, the number of passengers that were transported
  - 4. In cases where more than one (1) program vehicle provided the mitigation, the fleet management system will allow dispatch entry about the following:
    - a. Link to the original mitigation (to avoid double counting of that mitigation)
    - b. Program Vehicle ID
    - c. TECHNICIAN ID or name
    - d. Specifically identify what or how the second program vehicle did to support the initial responding program vehicle (i.e., provided traffic control; transported additional passengers; etc.)

### **7.3 Event Notifications**

- A. Configure and monitor event notifications involving program vehicles to include the list that follows.
- 1. Arrival on shift
  - 2. Departure from shift
  - 3. Begin break
  - 4. End break
  - 5. Begin mitigation
  - 6. End mitigation
  - 7. Other
- B. When an event is detected, a visual alarm will be displayed.
- C. A log of all events will be kept in a database and be accessible via the browser-based interface.



## 7.4 Functional Requirements

Functional requirements of the Fleet Management will include:

- A. A display interface to the Fleet Management System that is accessible to the DEPARTMENT via a browser-based interface that ensures security-controlled user access. At a minimum, the interface will be fully compliant with HTML5 and the system implemented will use a responsive design that will respond to the user's behavior and environment based on screen size, platform, and orientation.
- B. A Computer Aided Dispatch (CAD)/Automatic Vehicle Locator (AVL) tracking function that provides vehicular tracking updates according to the following rules:
  - 1. A user-programmable time since the last update was generated (nominally every thirty (30) seconds).
  - 2. When the vehicle has started moving or stopped moving.
  - 3. Upon subsequent restoration after a loss of GPS coverage.
  - 4. Upon subsequent restoration after a loss of communication coverage.
- C. Capability to create custom geofences and associated tracking of vehicle presence within each established geofence zone.
- D. Transmission of the following data from the CAD/AVL and Tracking Function on every tracking update:
  - 1. Vehicle ID
  - 2. Time Received
  - 3. Date and time of update (accurate to within one (1) second)
  - 4. Position (latitude and longitude with a minimum accuracy of plus-ten (+10) feet)
  - 5. Speed (miles/hour)
  - 6. Heading (direction of travel)
- E. Generation of a well-documented XML or JSON formatted 'tracking' application programming interface (API) that is used by an authorized external system as an information source.
  - 1. If using XML or JSON, the Fleet Management System will provide an XML Schema Definition (XSD) or JSON Schema that formally describing the elements in the XML or JSON document for automated testing purposes.
  - 2. The Fleet Management System will make the data available to the Central Data Warehouse (CDW) known as the Nevada Data Exchange (NDEX) at no cost to the DEPARTMENT.

3. The Fleet Management System will allow a DEPARTMENT polling agent to poll the HTTPS API web service (HTTPS over TCP port 443).
4. The vendor will be responsible for using a third-party SSL certificate from a Certificate Authority (if External to the DEPARTMENT network) and user authentication to ensure the security of the system through the API.
5. The Fleet Management System will be capable of multiple connections to the API from at least three (3) district locations.
6. The API will include general content such as the vehicle ID, time, location, heading, speed, accuracy estimates, and any other data identified in Sections 7.1 through 7.2.
7. The Fleet Management system will use UTM for the time stamp entry time (the time the data was received) and local time for the record time (the time the data was created) using local time zone information. (For example, Pacific Standard Time when observing standard time / Pacific Daylight Time when observing daylight saving time for events in Nevada).
8. The data will be available for retrieval at an agreed upon frequency so long as the vehicle is on duty.

## 7.5 Reporting

- A. Management and/or operational reports are required to support FSP operations. The reports will be utilized for many purposes and will be provided by the SERVICE PROVIDER to the DEPARTMENT in monthly, quarterly, and annual reports.
- B. The vehicle service hour information captured by the CAD/AVL system may be used as the source the DEPARTMENT may use to substantiate the SERVICE PROVIDER's invoice for monthly vehicle service hours billed.
- C. The data for the reports will be drawn from data that will be kept (stored) online by the SERVICE PROVIDER for the duration of the Agreement. The reports should include user-selectable criteria such as date, time of day (i.e., 5AM – 9AM), day of week, mitigation duration, patrol shift, vehicle, TECHNICIAN, etc. Aggregate functions should be provided so that averages, rates, deviations and so forth can be computed. The reporting features should include, but not be limited to:
  1. Select a report from a menu of available reports.
  2. Preview a report before printing.
  3. Generate the following reports and queries:
    - a) Mitigation Summary: For all mitigations, provide data and be able to query mitigations by route, by mitigation type, by tow, by program vehicle ID, TECHNICIAN ID by time of day (or range), by date (or range of dates) by day of week, by location (between two (2) points on the freeway), direction, length of mitigation (in minutes), drop location, first responder on scene, and mitigations made by more than one (1) program vehicle.

- b) Performance Measures: In accordance with FHWA SHRP-2 Traffic Incident Management performance measures, for all mitigations, provide data and be able to query mitigations by roadway clearance times, incident clearance times, secondary incidents, and first responder struck-by incidents.
- c) TECHNICIAN Summary: For each TECHNICIAN, provide data and be able to query the TECHNICIAN's activity for each shift, including patrol time, number of breaks taken, and total break time by day or other specified time period.
- d) Program Vehicle Activity: For each program vehicle, provide data and be able to query vehicle service hours by time period (i.e., specific day, dates, or date range), tracking routes and stops made by a vehicle through AVL/GPS. Ensure that a visual history (using the AVL and a map) may be 'replayed' mapping the vehicle's activity may be provided for a specified time period.
- e) All queries will be able to be exportable into the latest version of Microsoft Excel. For example, querying MITIGATION data, if the DEPARTMENT would like to have a list of MITIGATIONS on I-80, between Robb Dr and Vista Blvd, EB direction, for a 6-month time period, the result should be an Excel spreadsheet that lists all MITIGATIONS with associated details (e.g., program vehicle IDs, TECHNICIAN ID times of day, dates and day of week, location (lat/long), direction, length of mitigation (in minutes), whether the vehicle was moved or towed, drop location, first responders on scene, and other program vehicle IDs on-scene).

## **7.6 Licensure and Access to the Fleet Management System**

- A. The SERVICE PROVIDER will be responsible for all costs associated with the installation of any Fleet Management System software, hardware, and licensing (including re-installation) for all the DEPARTMENT-designated users.
- B. The SERVICE PROVIDER will provide licensing to allow system access for twenty (20) simultaneous DEPARTMENT-designated remote access users.
- C. The SERVICE PROVIDER will provide all-inclusive in-person training for the DEPARTMENT-designated users upon installation; and at least once annually, the SERVICE PROVIDER will provide refresher training, highlighting updates to the originally installed system along with training documents in a bound hard copy.

## **8. MONTHLY, QUARTERLY & ANNUAL REPORTING**

The SERVICE PROVIDER will provide monthly, quarterly and annual reports as listed in the sections that follow.

### **8.1 Monthly Reports**

Monthly progress reports will be reviewed in the monthly review meetings and submitted to the DEPARTMENT as part of the SERVICE PROVIDER's monthly invoices. Hard copies of reports will accompany monthly invoices to ensure timely payment. All monthly reports will be emailed in PDF and Excel formats.

The Monthly Progress Reports will include the following:

- A. Vehicle service hours by shift.
- B. The following reports generated by the CAD in the Fleet Management System:
  - 1. Mitigation Summary
  - 2. Performance Measure Summary
  - 3. TECHNICIAN Summary
  - 4. Program Vehicle Activity
- C. Additional data about the program:
  - 1. Program vehicles: A listing of the odometer reading for each vehicle for the first and last days of the month; a summary of the program vehicles that were out of service during the month with a description of why the vehicle was out of service; a summary of motor vehicle crashes that any program vehicles were involved in and the incident.
  - 2. Fuel: The total number of gallons of gasoline and diesel fuel used by the program vehicles for the month; the total cost of gasoline used; the total cost of diesel used; the number of gallons of provided to motorists.

## **8.2 Quarterly Reports**

Quarterly progress reports will be reviewed periodically at the monthly meetings. All quarterly reports will be emailed in PDF and Excel formats at least one (1) week prior to the meeting in which they will be reviewed.

The Quarterly Reports will include:

- A. A summary of the complied data/reports for the previous three (3) months in the quarter.
- B. Program vehicle Maintenance Summary.
- C. Alcohol and Controlled Substance Testing Summary: Confirms that two (2) TECHNICIANS were tested for alcohol and controlled substances during the quarter; and shows whether the FSP TECHNICIAN passed or failed the tests.

## **8.3 Annual Reports**

Annual progress reports will be reviewed annually at a monthly meeting. All Annual Reports will be emailed in PDF and Excel formats at least one (1) week prior to the meeting in which they will be reviewed. The annual report will summarize quarterly and annual statistical data, maintenance reports for each of the vehicles etc.

## 9. SPONSORSHIP

- A. The SERVICE PROVIDER will be required to solicit and procure sponsorship of the FSP Program for the life of the Agreement. The DEPARTMENT may, at its sole discretion, utilize the sponsorship funding to improve route coverage, hours of operation, enhance program features, and other tasks deemed necessary for the program.
- B. The SERVICE PROVIDER will develop and submit for DEPARTMENT approval a Sponsorship Plan that will outline the following:
1. Sponsorship Overview
  2. Sponsorship Term
  3. Sponsorship Fee
  4. Vehicle Co-Branding Requirements
  5. FSP Program Details
  6. Roadway Signage Requirements
  7. Uniforms Requirements
  8. Collateral Material Distributed to Motorists
  9. On-line Survey, Reporting, and Webpage
  10. Announcement and Media Releases
  11. Promotional Materials and Special Events
- C. Once the DEPARTMENT has approved the Sponsorship Plan, the SERVICE PROVIDER will submit for DEPARTMENT approval a Sponsorship Subcontract between the SERVICE PROVIDER and the SPONSOR. The SERVICE PROVIDER's failure to do so will constitute a breach of this Agreement. The SERVICE PROVIDER also agrees that it will comply with the relevant terms of the DEPARTMENT-approved Sponsorship Plan. The SERVICE PROVIDER's failure to comply with such terms will be deemed a breach of this Agreement. In the event of a breach of either of these provisions, the DEPARTMENT may terminate this Agreement in addition to all of its other remedies at law or in equity. If the SERVICE PROVIDER terminates this Agreement or defaults and is terminated prior to the expiration date of this Agreement, ownership of the sponsorship rights will pass to the DEPARTMENT at the effective date of such termination.
- D. The SERVICE PROVIDER will install the fleet-wide vehicle graphics to the exterior sheet metal surfaces of all contracted program vehicles that incorporate up to two (2) SPONSOR brands along with DEPARTMENT logo and markings as set forth in the DEPARTMENT-approved Sponsorship Plan at no cost to the DEPARTMENT. No additional markings, colors or graphics will be permitted to the exteriors of such vehicles without approval of the DEPARTMENT. The SERVICE PROVIDER will be responsible for the maintenance and upkeep of all vehicle graphics, including all new vehicle decal applications and repairs to current vehicles. Such vehicles will be maintained in a good state of repair and kept reasonably clean and free of body damage while in service for the FSP Program. At the termination or expiration of the Agreement and any amendments or extensions thereto, the SERVICE PROVIDER will be responsible for all duties and costs related to the removal

of all Sponsorship Program elements identifying the SPONSOR(S) and the DEPARTMENT on the program vehicles. Such removal will be finalized within thirty (30) calendar days after the termination or expiration of this Agreement.

- E. The TECHNICIAN will wear uniforms, including hats, shirts, vests, and jackets, having patches featuring the SPONSOR(S) name and indicia as set forth in the DEPARTMENT-approved Sponsorship Plan at no cost to the DEPARTMENT. TECHNICIANS will keep their uniforms reasonably clean and neat and free of damage while in service for the FSP Program. Also, as set forth in the Sponsorship Plan, the exact sizing and placement of such patches and indicia will be determined jointly by the DEPARTMENT, the SERVICE PROVIDER, and the SPONSOR. The SPONSOR will routinely work with the DEPARTMENT and the SERVICE PROVIDER to provide patches and hats to keep sponsor elements on the FSP uniforms updated and in good condition in accordance with the DEPARTMENT-approved Sponsorship Plan.
- F. The DEPARTMENT may, at its sole discretion, modify the DEPARTMENT-approved initial Sponsorship Plan upon THIRTY (30) calendar days' notice to the SERVICE PROVIDER. If such modifications to the sponsorship elements adversely affect the sponsorship value, the SPONSOR will have the right to terminate the Sponsorship Plan or receive a pro-rata share and subsequent reduction of sponsorship fees equivalent to the decrease in sponsorship value.
- G. The DEPARTMENT will have authority, at its sole discretion, to make any and all changes it desires to specifications for the graphics on the exterior sheet metal surface of contracted program vehicles, in a manner that does not materially impact the structural integrity of the vehicle or its operations or materially impact the SERVICE PROVIDER's ability to perform its contractual obligations, using any color(s) or type(s) of paint, stickers or tape to do so, including 3M Scotchlite removable graphic film and 3M "Diamond Grade" conspicuity tape; provided that the actual direct costs of such changes are paid in full by the DEPARTMENT. However, any changes which affect the sponsorship portion of the graphics will require the consent of the SPONSOR. No such changes will be made unless set forth in a written amendment setting forth the costs to the DEPARTMENT therefor.
- H. The DEPARTMENT will have authority, at its sole discretion, to make any and all changes it desires to the specifications for the TECHNICIAN uniforms, in a manner that does not adversely, materially impact the integrity or quality of the uniform or materially impact the SERVICE PROVIDER's ability to perform its contractual obligations, using any color(s), type of clothing, fabric, or material to do so; provided that the actual direct costs of such changes are paid in full by the DEPARTMENT. No such changes will be made unless set forth in a written amendment setting forth the costs to the DEPARTMENT therefor.



## 1. OVERVIEW

The Nevada Department of Transportation (NDOT) implemented the Freeway Service Patrol (FSP) Program in 1998 to mitigate congestion and enhance safety in Nevada’s metropolitan freeway systems. The program’s goal is to work in conjunction with NDOT Maintenance Personnel, Nevada Highway Patrol, Towing Professionals, Emergency Medical Technicians, and other first responders to mitigate congestion and reduce secondary crashes.

The FSP Program will operate in the heavily traveled sections of the Reno, Nevada metropolitan freeway systems to address various traffic incidents such as: crashes, disabled vehicles, abandoned vehicles, roadway debris, sick or stranded motorists, temporary traffic control, scene safety, vehicle fires, and minor hazardous spills. FSP technicians are certified in various fields such as hazmat safety, cardiopulmonary resuscitation, community first aid, basic automotive repair, and traffic incident management.

The SERVICE PROVIDER will be required to solicit and procure sponsorship of the FSP Program for the life of the Agreement. The SERVICE PROVIDER will also be required to develop and submit for DEPARTMENT approval a Sponsorship Plan that will outline the program details.

The FSP fleet will consist of new vehicles that may vary by design: a) standard program vehicles without tow capabilities will be referenced as Safety Patrol Vehicles (SPV); b) program vehicles with a flatbed design will be referenced as Flatbed Multi-Use Response Vehicles (FB-MRV); c) program vehicles with a wheel-lift design will be referenced as Wheel-Lift Multi-Use Response Vehicles (WL-MRV); and d) program vehicles with increased storage capacity for temporary traffic control devices will be referenced as Incident Response Vehicles (IRV). The SERVICE PROVIDER will submit to the DEPARTMENT for review and approval the design type and number of program vehicles (including contingency vehicles) necessary to efficiently operate the program in accordance with the terms of the Agreement. The type of service vehicle designated for each route will be coordinated between the DEPARTMENT and the SERVICE PROVIDER.

The FSP Program will patrol designated routes during peak traffic periods and will provide revised route coverage and/or hours of operation during federal holidays, special events, construction projects, and emergency situations. Table 1 and Figure 1 below reflects the initial schedule and program boundaries at the commencement of the program. It is anticipated that the routes and hours of operation will continue to evolve as traffic volumes fluctuate. Furthermore, the DEPARTMENT may adjust, at its sole discretion, the program boundaries, number of routes, and the hours of operation.

<b>Table 1: Reno Freeway Service Patrol</b>	<b>Route</b>
I-580/US395: Damonte Ranch to Lemmon Drive & I-80: Robb Dr to Lockwood Exit Mon-Fri: 5am-1pm & 2pm-8pm	A
I-80: Lockwood Exit to USA Pkwy Mon-Fri: 6am-12am & 1pm-7pm	B
I-580/US395: Damonte Ranch to Lemmon Drive & -80: Robb Dr to Lockwood Exit Mon-Fri: 6am-12am & 1pm-7pm	C
<b>Optional Support</b>	<b>Staff</b>
FSP Dispatch Operator: 8-Hr Shift, 5 Days per Week	1



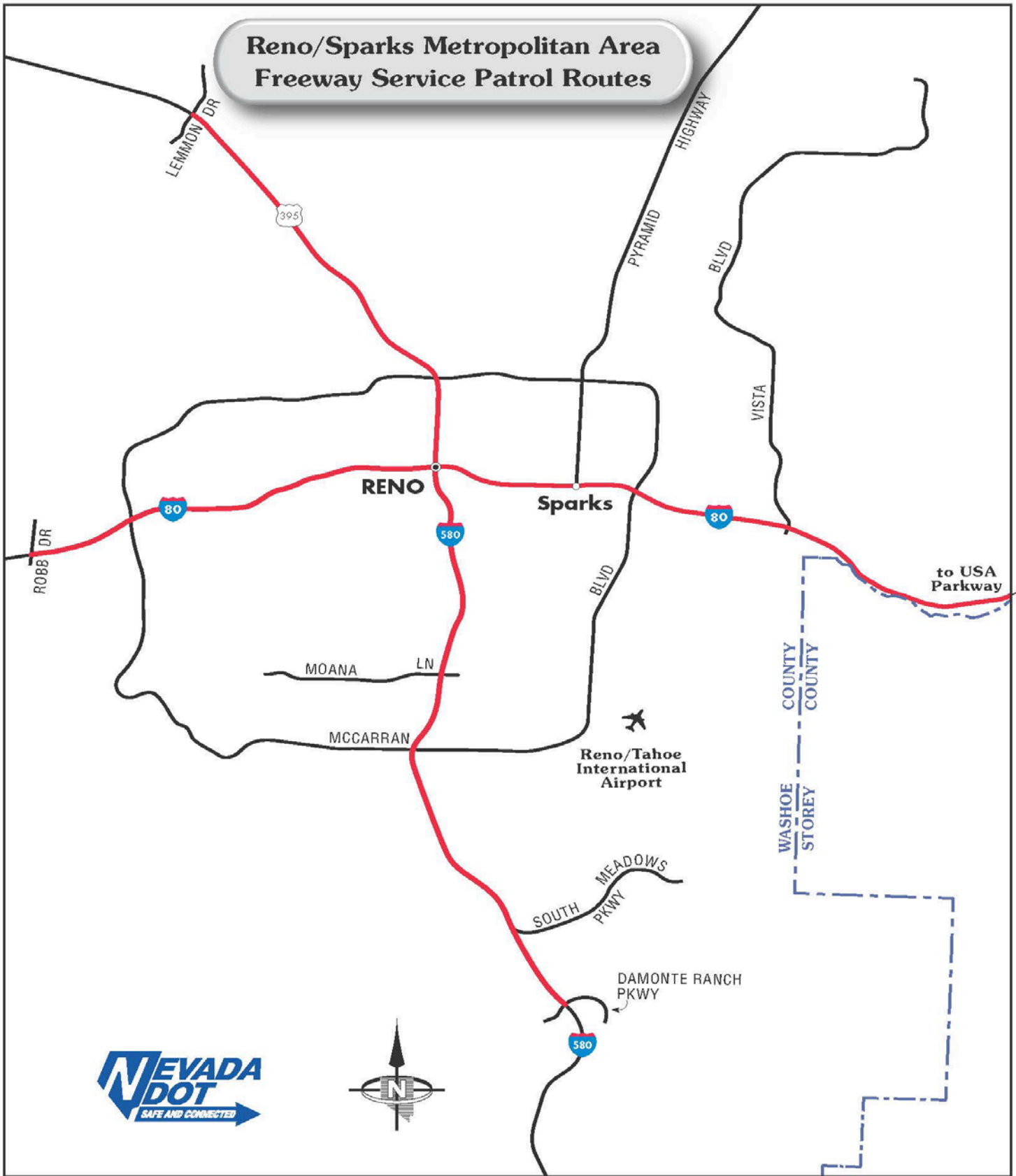


Figure 1: Reno FSP Program Boundaries

## 2. GENERAL REQUIREMENTS

- A. The SERVICE PROVIDER will follow all applicable Federal, State, and County safety and health laws, regulations, and standards and will follow the latest Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).
- B. FSP Dispatch Operators will be referenced as DISPATCH and FSP Technicians will be referenced as TECHNICIANS.
- C. Upon request by the DEPARTMENT, the SERVICE PROVIDER will support the transition of a new FSP Program to another SERVICE PROVIDER prior to the completion of the Agreement. Support may include, but not be limited to controlled access to DISPATCH and TECHNICIAN interviews, and program vehicles.
- D. The prices provided in the cost proposal will include, but not be limited to furnishing all labor, material, equipment, tools, transportation, supplies, training, licenses, fees, certificates, direct costs, indirect costs, overhead costs, fixed fee, and incidentals required to complete the work in accordance with the terms of the Agreement.
- E. The SERVICE PROVIDER will assist the DEPARTMENT in promoting the FSP Program with the local media including ride-alongs, interviews, and video recordings. All requests from the media will be subject to DEPARTMENT approval.
- F. The SERVICE PROVIDER will respond in writing to any public complaint submitted against the FSP Program within five (5) working days of the date of the complaint. The SERVICE PROVIDER will provide a copy of the complaint and resolution to the DEPARTMENT.
- G. The SERVICE PROVIDER will meet with the DEPARTMENT monthly for the first six (6) months and bi-monthly thereafter to conduct coordination meetings between the Road Operation Center, District Maintenance, Highway Patrol, and any other first responder agency deemed necessary. The purpose of the coordination meetings will be to: a) evaluate the monthly and or quarterly program performance measures; c) discuss specific incident debriefs, holiday coverage debriefs, and special event coverage debriefs; d) evaluate standard coverage routes and hours of operations; e) discuss coverage for upcoming holidays, special events, and construction projects; and f) discuss improvements and/or adjust procedures, guidelines, routes, and hours of operation based on input obtained at the meeting.
- H. The SERVICE PROVIDER will ensure that the FSP General Manager or the Operations Manager is present at all Traffic Incident Management (TIM) Coalition meetings, FSP Coordination meetings, and WayCare meetings throughout the life of the Agreement.
- I. Standard Operating Guidelines

The SERVICE PROVIDER will be responsible for developing a manual consisting of the FSP Standard Operating Guidelines (SOG) prior to commencement of the program. The SOG will describe in detail the professional standards of DISPATCH and TECHNICIAN and will outline the guidelines for mitigating the variety of incidents expected. The SOG will be reviewed and approved by the DEPARTMENT prior to implementation.

Any changes to the SOG by the SERVICE PROVIDER will be submitted to the DEPARTMENT for review and approval. Alternatively, the DEPARTMENT may direct the SERVICE PROVIDER to make changes to the SOG. All revisions to the SOG will be reviewed and approved by the DEPARTMENT prior to implementation. The SERVICE PROVIDER will be responsible for tracking revisions to the SOG and providing the DEPARTMENT with Word and PDF versions of the SOG, as well as two (2) bound hard copies for each review, for a maximum of three (3) annual reviews.

A bound hard copy of the most current, approved SOG will be provided to each TECHNICIAN, kept in each program vehicle, and at each FSP dispatch workstation.

#### J. Collateral Material

Collateral material refers to the various pieces of public relations documents used to promote the services of the FSP program. These include printed multi-color pamphlets (given to motorists at the time of the mitigation), and an on-line survey to serve as a feedback mechanism from which an assessment can be made as to the effectiveness of the program. The SERVICE PROVIDER will be responsible for all costs associated with the collateral material. Prior to implementation, the SERVICE PROVIDER will submit for DEPARTMENT approval all collateral material developed for the program.

## 2.1 PATROL DAYS AND HOURS OF OPERATION

#### A. Vehicle Service Hour

A Vehicle Service Hour (VSH) is the time in which a single program vehicle is patrolling the designated route or conducting a mitigation. VSH does not include: a) travel time to and from the base yard to the patrol route; b) TECHNICIAN shift exchanges; and c) service vehicle breakdowns, malfunctions, and/or service vehicle involved crashes. Lost VSH resulting from scenarios (b) through (c) may be recovered by patrolling the given route at the end of the shift an additional VSH equivalent to the lost VSH.

#### B. Patrol Routes and Hours of Operation

The SERVICE PROVIDER will patrol designated routes during peak traffic periods and will provide revised route coverage and/or hours of operation during federal holidays, special events, construction projects, and emergency situations. Table 1 and Figure 1 reflects the initial schedule and program boundaries at the commencement of the program. It is anticipated that the routes and hours of operation will continue to evolve as traffic volumes fluctuate. The DEPARTMENT may adjust, at its sole discretion, the program boundaries, number of routes, and the hours of operation. The DEPARTMENT will make all efforts to provide four (4) weeks of advanced notification for adjustments to the patrol routes and hours of operation.

Non-patrol days will be identified as Thanksgiving Day and Christmas Day only.

FSP coverage may be reduced by up to fifty percent (50%) on all federal holidays except Independence Day and New Year's Day. Independence Day, New Year's Day, and special events may have increased coverage by up to fifty percent (50%).

Special events for the Reno area may include but are not limited to: Burning Man and Hot August Nights.

C. Breaks

No more than one (1) TECHNICIAN covering the same route may be on break at the same time. Breaks will not be taken within the first hour or the last hour of the shift.

D. Overtime

Should any mitigation be unfinished at the end of the workday, the TECHNICIAN will continue to work until completed or released by the DEPARTMENT or law enforcement.

The DEPARTMENT may request for the SERVICE PROVIDER to work outside the normal patrol hours to support special events, construction project, natural disasters, and traffic emergencies.

The DEPARTMENT will pay the SERVICE PROVIDER overtime at the standard VSH rate identified in the Agreement.

All FSP employees working overtime will be paid by the SERVICE PROVIDER in accordance with all Federal and State labor laws.

E. Vehicle Lane Clearance

During non-injury incidents, the TECHNICIAN will clear crashed or disabled vehicles off travel lanes and drop off the motorist at the nearest secure location so that the vehicle can then be safely towed by a towing company. If necessary, the TECHNICIAN may provide a cell phone and the most recent Highway Patrol Rotational Tow List to the motorist.

F. Contingency Operations

The SERVICE PROVIDER will develop contingency plans for severe weather storms (i.e. snow storms, roadway washouts, floods, etc.) and homeland emergencies. The contingency plans will specify communications protocols and describe how operational efforts will be handled.

### **3. VEHICLES**

#### **3.1 General Requirements**

A. The SERVICE PROVIDER will have the vehicle specifications approved by the DEPARTMENT prior to ordering. Once approved, the SERVICE PROVIDER will furnish, operate, maintain, and secure all appropriate licenses and registration fees.

B. All program vehicles will be equipped with the necessary tools and supplies to effectively address a wide variety of roadway incidents such as: crash incidents, lost motorists, sick or injured motorists, pedestrians or animals in the roadway, roadway debris, minor vehicle fires, minor vehicle fluid leaks, out of fuel, abandoned vehicles, emergency traffic control, vehicle fluid spill containment under twenty-five (25) gallons, and disabled vehicles that can be mitigated by the TECHNICIAN in under fifteen (15) minutes.

- C. The SERVICE PROVIDER will equip all program vehicles with a real-time Fleet Management System and will provide at its own expense all equipment, hardware, software, and pay for all costs associated with providing a fully hosted system to the DEPARTMENT.
- D. Upon request and at the expense of the DEPARTMENT, the SERVICE PROVIDER will cooperate with the installation of Intelligent Transportation System (ITS) devices on the program vehicles. The SERVICE PROVIDER will not be liable for lost, damaged, or stolen DEPARTMENT equipment. The DEPARTMENT will remove the equipment from the vehicles upon contract completion and will cover the holes with weather proof plugs.
- E. The SERVICE PROVIDER will be responsible for storing program vehicles at a privately leased storage facility and will be responsible for securing all vehicles and equipment.
- F. The SERVICE PROVIDER will keep the interior of all program vehicles clean and neat at all times; and the exterior will be washed at least every Monday and Wednesday prior to commencement of the AM shift.
- G. The Service Provider will maintain the exterior paint and vehicle wrapping in scratch, fade, peel, and damage free condition at all times. The SERVICE PROVIDER, will have fifteen working days from date of notification to replace or improve deficient exterior conditions.
- H. Prior to each shift, the SERVICE PROVIDER will conduct a pre-trip inspection using a Fleet Management System developed checklist confirming the interior/exterior condition, supplies, materials, and equipment of each vehicle.
- I. The DEPARTMENT will conduct random vehicle inspections and ride-alongs to inspect and ensure program vehicles, equipment, supplies, and uniforms are in compliance with the terms of the Agreement.

### **3.2 Vehicle Decals and Markings**

- A. All program vehicles will be white and fully wrapped with DEPARTMENT approved decals and markings. Prior to installing the vehicle wrapping, the SERVICE PROVIDER will provide to-scale graphics showing the vehicle wrapped with all decals and markings. Temporary magnetic signs will only be allowed for training purposes and sign will state, "In Training" in big legible letters.
- B. Unless DEPARTMENT approved, no other markings or signs will be allowed on the program vehicles. This includes, but is not limited to: pin striping, underlining of lettering, symbols, logo, hours of operation, markings on windows or mud flaps, advertising, etc.
- C. Upon contract completion, all DEPARTMENT seals and FSP markings will be removed from the vehicles at the expense of the SERVICE PROVIDER.

### **3.3 Specifications**

- A. Safety Patrol Vehicle (SPV)
  - 1. Minimum 3/4-ton chassis
  - 2. Air conditioning

3. Frame mounted trailer hitch with combination ball
4. Four-wheel drive or equipped with snow chains in Reno only

B. Flatbed Multi-Use Response Vehicle (FB-MRV)

1. Minimum 1-ton chassis
2. Air conditioning
3. Capable of transporting at least four (4) adult passengers
4. Four-wheel drive or equipped with snow chains in Reno only
5. Flatbed/wheel-lift design capable of towing two vehicles simultaneously, each vehicle with a gross vehicle weight rating (GVWR) of at least 8,000 lbs.

C. Wheel-Lift Multi-Use Response Vehicle (WL-MRV)

1. Minimum 1-ton chassis
2. Air conditioning
3. Capable of transporting at least four (4) adult passengers
4. Four-wheel drive or equipped with snow chains in Reno only
5. Wheel-lift design capable of towing one vehicle with a GVWR of at least 8,000 lbs.

D. Incident Response Vehicle (IRV)

1. Minimum 1-ton chassis
2. Air conditioning
3. Dual rear wheels
4. Four-wheel drive or equipped with snow chains in Reno only
5. Capable of carrying increased traffic control equipment for roadway closures

The FSP Program may also include DEPARTMENT approved program vehicles not specified in this Agreement. The vehicle may be implemented as a pilot so that the DEPARTMENT may evaluate its merits before determining to officially incorporate it into the program. The pilot vehicle shall meet all the requirements of the contract and shall not exceed the negotiated service rates.

### **3.4 Vehicle Equipment and Supplies**

The SERVICE PROVIDER will furnish, operate, maintain, and be responsible for the security of all vehicle equipment and supplies. Necessary ancillary equipment will be kept in good repair and operating condition to ensure the program will operate in an efficient and effective manner.

A. Installed Equipment

1. Full-width, front-mount rubber-faced push bumper
2. Front and rear LED flashers
3. 12-volt DC Electric Air compressor with air-lines, fittings, and pressure gauge
4. 12-volt jump start connections mounted front and rear
5. Public address system
6. FSP Fleet Management System

7. Dual Facing Wi-Fi Dash Cameras with live feed to the Road Operation Centers
8. Roof mounted full size arrow board and emergency light bar with directional flash arrow:
  - a) Controls will be separated, such that the forward and rear-facing lights may be turned on and off independently from one another
  - b) Retractable arrow board designed to extend above the roof line with in-cab controls
  - c) Arrow board visibility will be Type D, per MUTCD Section 6F.61

B. Portable Equipment and Tools

1. Tow straps, safety chains (grade 8), and wheel chocks
2. Two- (2-) ton aluminum floor jack and 1.5-ton scissor jack with drill attachment
3. 25-foot jumper cables with hot box connector
4. Flexible fuel funnels (e85 and regular) and fuel containers
5. Standard and metric master mechanic tool box set including various sockets, wrenches, screw, pliers, and vice grips
6. Ball peen hammer, sledge hammer, pry bar, hack saw, and chisel
7. 18V Impact wrench with charger, extra batteries, and impact sockets ( $\frac{1}{2}$ " deep well) in SAE and Metric size
8. Security locking key lug nut master set
9. Star wheel and hub cap removal kit
10. Quick entry tool kit
11. Heavy duty push broom and large dust pan
12. Aluminum coal shovel, pointed long handle shovel, and square D handle spade
13. Trash cans (two (2), ten- (10-) gal) and buckets (two (2), five- (5-) gal)
14. Gas or electric heavy-duty leaf blower
15. Power inverter 12V to 110V
16. Two- (2-) exterior mounted or portable work lights
17. Heavy-duty flashlight with traffic wand
18. Water cooler for bottled water and ice
19. Automated External Defibrillator (AED)
20. Traffic cones, 28" reflectorized, twenty (20) minimum
21. Stop/Slow paddle, 24"
22. Two (2) folding aluminum sign support stands for 48" fabric signs
23. Traffic Incident Management traffic control signs, MUTCD compliant, portable, 48", black on fluorescent pink:
  - a) One (1) "Road Closed Ahead"

- b) One (1) "Road Closed"
- c) One (1) "Ramp Closed Ahead"
- d) One (1) "Ramp Closed"
- e) One (1) "Emergency Scene Ahead"
- f) One (1) "Be Prepared to Stop"
- g) One (1) "Lane Closed Ahead" with Velcro panel for "Right" or "Left" lane
- h) One (1) "Lane Closed" with Velcro panel for "Right" or "Left" lane

#### 24. Dual-Band Portable Radios

- a) P25 Phase 2 compatible
- b) Portable, P7350, 764-870MHz, Scan
- c) Feature, Max (1024+) System/Groups
- d) Feature, ProFile OTAP Over-the-Air Program
- e) Feature Package, EDACS Trunking
- f) Feature, ProScan Roam w/Priority Sys Scan
- g) Battery, Li-Ion, 2000Mah
- h) Redundant Battery, Li-Ion, 2000mAH
- i) Antenna, 764-870MHz, 1/4 Wave Whip
- j) Speaker Mic, Coiled
- k) Case, Leather, w/Belt Loop, P7300
- l) Charger, Single, Tri-Chem
- m) Charger, VC4000, Tri-Chemistry

#### 25. Dual-Band Portable Radio Requirements

- a) Dual-band multimode portable radios will be compatible with: P25 Phase 2 frequencies; DEPARTMENT talk groups; and Nevada Highway Patrol talk groups. The SERVICE PROVIDER will be required to enter into an agreement with the Department of Public Safety to access the NHP talk groups.
- b) The SERVICE PROVIDER will forward all portable radios to the DEPARTMENT no later than two (2) months prior to the start of FSP operations in order for the DEPARTMENT to program the portable radios with DEPARTMENT and NHP approved talk groups.
- c) The SERVICE PROVIDER will forward all portable radios to the DEPARTMENT no later than ten (10) calendar days from contract completion or termination, for the purposes of resetting all radios to factory default settings. The DEPARTMENT will return all radios to the SERVICE PROVIDER within ten (10) working days after receipt.



### C. Vehicle Supplies

1. Flares, 30-minute, 36-pack minimum
2. Fire extinguisher, 20 lbs. (Class ABC)
3. Two- (2-) part epoxy and powdered system "plug-N-dike"
4. Bale of spill control pads and four (4) bags of oil dry
5. Starting fluid, penetrating oil and moisture displacing spray
6. Electrical tape, duct tape, mechanics wire, electrical wire
7. 12-volt electrical splices/connectors, assorted fuses
8. Air brake release kit, various brake release pins, plugs, reducers, nuts, bolts, screws, hose clamps, brass fittings, and tire air valves
9. Purified bottled drinking water and ice
10. Five (5) gallons each of unleaded fuel, diesel fuel, and water
11. Paper towels and hand cleaner/degreaser
12. Marking paint and windshield marker pens
13. Bloodborne pathogen response kit
14. Large first aid trauma kit, eyewash kit, and CPR kit
15. Collateral Material (FSP Pamphlets)

## 4. TECHNICIANS

### 4.1 General Requirements

- A. TECHNICIANS will not accept or solicit gratuities or favors of any sort, nor will they recommend a specific tow, repair or body shop business.
- B. Upon discovering disabled vehicles, TECHNICIANS will ensure the vehicle is in a safe, non-travel area. TECHNICIAN will address situations that normally take a maximum of fifteen (15) minutes to repair to permit the motorist to drive the vehicle under its own power to a repair facility. TECHNICIAN will provide motorists with bottled drinking water and an assortment of motor fluids such as gas, diesel, and radiator fluid as needed. TECHNICIAN will change and inflate tires, secure or remove loose parts, and perform minor mechanical and electrical repairs. If a disabled vehicle cannot be made roadworthy within the fifteen (15) minutes allotted, TECHNICIAN will provide the motorist with a list of towing companies from the Nevada Highway Patrol Towing Rotational list.
- C. The SERVICE PROVIDER must submit to the DEPARTMENT a current criminal background check and license record of each TECHNICIAN before he or she is permitted to begin work. Acceptance of each TECHNICIAN will be at the sole discretion of the DEPARTMENT.

- D. The SERVICE PROVIDER will notify the DEPARTMENT in writing of any TECHNICIAN felony violations, arrests, and convictions throughout the life of the Agreement.
- E. The program will have a zero-tolerance policy for substance abuse. The SERVICE PROVIDER will maintain strict alcohol and controlled substance abuse policies, including at a minimum, a drug and alcohol-free workplace policy. The SERVICE PROVIDER will be responsible for complying with all federal and state laws and regulations pertaining to an alcohol and drug free workplace. TECHNICIANS found to be under the influence of drugs or alcohol will be immediately terminated from the program.
- F. At a minimum, random alcohol and controlled substance testing of at least two (2) TECHNICIANS will be required at least once every quarter. Results from the tests will be provided to the DEPARTMENT within two (2) weeks of the testing and included in each Quarterly Report.

#### **4.2 Qualifications**

All TECHNICIANS must:

1. Possess a valid Nevada driver's license
2. Pass a criminal background check and a driver's license investigation
3. Possess no reckless driving violations in their driving record
4. Possess no criminal convictions
5. Work well with people, as well as work independently
6. Be able to lift at least fifty (50) pounds
7. Be able to communicate instructions, descriptions, and information accurately
8. Pass a psychological evaluation
9. Pass a controlled substance drug test prior to beginning the program

#### **4.3 Equipment and Supplies**

- A. The FSP uniform will consist of the following equipment:
  1. High-Visibility Vertex Vent Helmet, EXFIL Wendy Helmet, or approved equivalent
  2. Knee pads
  3. Cell Phone
  4. Reflective vests, ANSI Class III, with "FSP" labeled in dark navy blue on the back
  5. Dark navy blue, dri-fit collared shirt, with "FSP" labeled on the front, left of chest
  6. Dark navy blue, uniform cargo pants with reflective strip on the outside pant leg
  7. Reflective rain gear, ANSI Class III, with "FSP" labeled in dark navy blue on the back
  8. Identification card holder to be worn on the left arm (ID badge provided by DEPARTMENT)

9. Protective foot wear (e.g., non-slip, safety-toe shoes)
10. Work Gloves (leather and rubber)
11. Safety glasses or goggles
12. Workbox/clip board
13. Manuals and guidebooks

- B. The SERVICE PROVIDER will mail the DEPARTMENT ID badges to the Project Manager upon employee termination and/or contract termination, whichever occurs first.

#### **4.4 Certifications**

The SERVICE PROVIDER will provide TECHNICIAN that are highly skilled and certified in the following:

1. National Incident Management System (NIMS)
2. Incident Command System (ICS)
3. American Traffic Safety Services Association Road Safety Training
4. SHRP2 Traffic Incident Management (TIM)
5. Emergency Traffic Control and Flagging
6. Community First Aid
7. Cardiopulmonary Resuscitation (CPR)
8. Automated External Defibrillator (AED)
9. Defensive Driving Course
10. Hazmat material awareness and recognition
11. Light duty towing and recovery

#### **4.5 Training**

- A. The SERVICE PROVIDER will secure all applicable permits, permissions and pay all requisite fees for any training that will be held at a public facility or private facility.
- B. The SERVICE PROVIDER will develop a comprehensive Initial Training Program (ITP) and an Annual Training Program (ATP) for the TECHNICIAN. Both will be submitted to the DEPARTMENT as a deliverable after notice to proceed and approved by the DEPARTMENT prior to the start of training.
- C. Each TECHNICIAN must complete the ITP prior to working in the field to ensure the proper operation of equipment and satisfactory performance of the FSP Program. Training, both initial and on-going, should include appropriate levels of hands-on training. The ITP will include the following elements:

1. Standard Operating Guidelines
2. TECHNICIAN Courtesy and Personal Safety
3. Incident Command System (ICS)-100, ICS-200, and ICS-700
4. American Traffic Safety Services Association Road Safety Training
5. Crash Scene Support
6. Traffic Incident Management (TIM)
7. Emergency Traffic control / MUTCD Part 6 -Temporary Traffic Control
8. Light Duty Towing and Recovery
9. Vehicle servicing procedures
10. Radio and Inter-Agency Communications
11. Communications Protocols
12. Ride-Along Training
13. First Aid / CPR / AED
14. Hazardous Material Recognition / Fire Extinguisher Use
15. Vehicle pushing procedures
16. Field service reports
17. Safety and Liability
18. Defensive driving
19. Fleet Management System operating procedures
20. Motorist customer service etiquette

- D. The ITP will clearly identify the length of training in terms of hours, differentiating between those which will be held online individually, in a classroom environment, and those which will be hands-on (e.g., light duty towing and recovery, TIM, and traffic control, ride-alongs). The ITP program will consist mainly of hands-on training, individual on-line training should be offered as a last resort over classroom and hand-on training.
- E. The ATP will clearly identify the elements that will be included, the length of the training (i.e., number of hours), format of the training, and the month in which the Annual Training will be conducted for all TECHNICIAN.
- F. Ensuring both TECHNICIAN safety and the safety of first responders/motorists is essential to the FSP Program. The SERVICE PROVIDER will develop an FSP Safety Program that will describe how safety will be emphasized in its daily, weekly, and monthly operations.
- G. Many of the traffic control operations will be in emergency or short-term situations in response to traffic incidents. Temporary Traffic Control (TTC) will be conducted in compliance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). TECHNICIAN will be trained and capable of quickly and safely setting up the emergency TTC for traffic incident scenarios that are likely to be encountered. The SERVICE PROVIDER will develop typical MUTCD-compliant diagrams, to establish

program standards for placement of vehicles, cones, signs, arrow boards, and flagging operations in relation to the incident scene. DEPARTMENT approved diagrams for the following list of typical incident situations will be developed by the SERVICE PROVIDER for the following emergency conditions requiring TTC:

1. Disabled vehicle on shoulder/shoulder assist
2. Single lane closure (right, center, or left lane)
3. Two (2) lanes blocked
4. All lanes blocked
5. All lanes blocked with detour

## **5. DISPATCH**

### **5.1 Minimum Qualifications**

1. Must be at least eighteen (18) years of age
2. Pass a pre-employment screening for controlled substances, a criminal background check, and a security clearance questionnaire
3. Possess previous computer knowledge and Microsoft Office experience
4. Possess previous dispatch experience
5. Possess knowledge of Reno/Sparks Freeway Exits; and North, South, East, West orientations

### **5.2 Essential Functions**

1. Long periods of sitting, periodically reaching over desks/consoles, periodically climbing up and down stairs, standing and lifting up to fifteen (15) pounds
2. Utilize traffic software, Closed Circuit Television Cameras, Dynamic Message Signs, and other Intelligent Traffic System devices
3. Coordinate communication with internal crew members, external dispatchers, local media, and the public
4. Execute Road Operation Center (ROC) policies and procedures, emergency operational procedures, and other ROC functions as required
5. Perform regular system diagnostics, facilitate system trouble shooting, identify system failures, and coordinate system repair
6. Multi-task and work with indirect supervision in a fast-paced environment
7. Perform basic mathematical computations
8. Maintain a clean work area as directed

9. Work flexible schedules including days, nights, weekends, and holidays

### **5.3 Dispatcher responsibilities include**

1. Radio dispatching of TECHNICIAN
2. Entering mitigation information into various computer software systems
3. Maintaining a log of all mitigations received, tracking location of TECHNICIAN, and directing TECHNICIAN to incident mitigations.
4. Receiving and responding to calls from the DEPARTMENT, law enforcement, and other first responders
5. Entering and updating incident information into the Next Generation Traveler Information System
6. Record keeping, including tracking of the number of mitigations, etc.
7. Other duties as assigned

### **5.4 Work Location, and Equipment**

1. The DEPARTMENT will provide the workstation for the FSP Dispatch Operator.
2. The Dispatcher's work station will have the FSP Fleet Management System software and any other operational support system needed.
3. The workstation is in the Road Operation Center located at: 310 Galletti Way, Sparks, NV 89431

The SERVICE PROVIDER will provide additional temporary DISPATCH support upon moment's notice and when requested by the Road Operation Centers at no additional cost to the Agreement. The additional DISPATCH support will be provided from the SERVICE PROVIDER headquarters.

## **6. KEY PERSONNEL**

The SERVICE PROVIDER will identify the program's key personnel, their positions, and where they will be located for the duration of the project. At a minimum, the SERVICE PROVIDER will identify the following Key Personnel:

1. The General Manager will be the SERVICE PROVIDER's main point of contact for the DEPARTMENT's Project Manager and will be responsible for managing all aspects of the FSP Program.
2. The Operation Managers will be assigned to manage the day-to-day operations of the FSP Program in accordance with the DEPARTMENT approved Standard Operating Guidelines. Operation Managers may also be TECHNICIAN.

3. The Administrative Manager will be responsible for project invoicing, monthly reporting, documentation, and other administrative duties.
4. The Training Manager will be responsible for the development of the Initial Training Program, Annual Training Program, Safety Program, and Traffic Incident Management Training Program.

## **7. FSP FLEET MANAGEMENT SYSTEM**

### **7.1 General Requirements**

- A. The SERVICE PROVIDER will, at no cost to DEPARTMENT, procure, install, integrate and maintain a fully hosted FSP Fleet Management System.
- B. The Fleet Management System will:
  1. Provide computer-aided dispatch (CAD) functionality with a database dispatch log to track mitigations in a coordinated, comprehensive, and consistent manner
  2. Provide automated vehicle location (AVL) technologies to allow designated users to dynamically monitor vehicular locations and speeds in real time
  3. Provide real time, secure, authenticated, remote access using a browser-based interface
  4. Provide a system that is fully operational at least 99.999% of the time during operational hours
  5. Allow for geofences to be inputted into the system and tied to invoicing
  6. Allow for reports to be generated in Excel format
  7. Allow designated users to be alerted when mitigations are initiated and concluded

### **7.2 Operational Features**

Operational features of the Fleet Management System will include, but not be limited to, the following:

- A. Monitor real-time status of each program vehicle's current activity, including, but not limited to:
  1. Start and end time of shift in twenty-four (24) Hour format (e.g. 5:30 PM would be represented as 17:30:00)
  2. Date in MM/DD/YYYY (e.g., April 30, 2016 would be represented as 04/30/2016)
  3. Vehicle ID
  4. TECHNICIAN ID
  5. Location on a map using AVL

6. Direction of travel
7. Travel speed (approximate, within one (1) mph)

B. Automatically log information during mitigations, including but not limited to:

1. Unique mitigation identification number (unique ID).
2. Day of week (i.e., Monday, Tuesday, etc.)
3. Date in MM/DD/YYYY
4. Start time of each mitigation in military format
5. End time of each mitigation in military format
6. Total time (duration) of the mitigation
7. Latitude and longitude of vehicle in Decimal Degrees format
8. Forward Facing Video
9. Vehicle ID
10. Route

C. Allow for TECHNICIAN entry of various mitigation-specific information including, but not limited to:

1. TECHNICIAN ID or name
2. Mitigation Information

a) Mitigation Type and sub-type categorized by one (1) of these categories:

i. Disabled Vehicle

1. Battery Jump
2. Flat Tire
3. Out of Gas
4. Overheated

ii. Abandoned Vehicle

iii. Scene Safety

1. First Responder
2. Motorist



- iv. Crash Incident
  - 1. Vehicle(s) Removed
  - 2. Vehicle(s) Not Removed
- v. Left on Arrival
- vi. Debris Removal
- vii. Other
  - 1. Load Adjustment
  - 2. Lost Motorist
  - 3. Lost Animal
  - 4. Vehicle Fire
  - 5. Hazmat
  - 6. Pedestrian
  - 7. First Aid
  - 8. Motorist on phone
  - 9. Service Refused

- b) Lane location of vehicle (e.g. Median, Lane 1, 2, 3, Shoulder)
- c) Direction (e.g., north, south, east, west)
- d) Whether the vehicle was towed
- e) Whether another FSP unit helped in providing the mitigation
- f) Whether first responders (e.g., Nevada Highway Patrol, Fire Department, Emergency Medical Services, DEPARTMENT maintenance crews or other support) were on-scene
- g) Make, model, and license number of the vehicle
- h) Additional comments unique to the mitigation

3. When not in roving status, allow for TECHNICIAN entry describing actions, including, but not limited to start and end times associated with:

- a) Beginning of shift
- b) End of shift
- c) Refueling
- d) Lunch break
- e) Bathroom break

- f) Vehicle Out-of-order
  - g) Vehicle Damaged
  - h) TECHNICIAN Injury
  - i) Other
- D. Allow for supplementary information regarding vehicles that were towed including, but not limited to:
- 1. Drop-off location of towed vehicle
  - 2. Whether the motorist was transported by the TECHNICIAN to the drop-off location
  - 3. Whether passengers were transported; and if so, the number of passengers that were transported
  - 4. In cases where more than one (1) program vehicle provided the mitigation, the fleet management system will allow dispatch entry about the following:
    - a. Link to the original mitigation (to avoid double counting of that mitigation)
    - b. Program Vehicle ID
    - c. TECHNICIAN ID or name
    - d. Specifically identify what or how the second program vehicle did to support the initial responding program vehicle (i.e., provided traffic control; transported additional passengers; etc.)

### **7.3 Event Notifications**

- A. Configure and monitor event notifications involving program vehicles to include the list that follows.
- 1. Arrival on shift
  - 2. Departure from shift
  - 3. Begin break
  - 4. End break
  - 5. Begin mitigation
  - 6. End mitigation
  - 7. Other
- B. When an event is detected, a visual alarm will be displayed.
- C. A log of all events will be kept in a database and be accessible via the browser-based interface.

## 7.4 Functional Requirements

Functional requirements of the Fleet Management will include:

- A. A display interface to the Fleet Management System that is accessible to the DEPARTMENT via a browser-based interface that ensures security-controlled user access. At a minimum, the interface will be fully compliant with HTML5 and the system implemented will use a responsive design that will respond to the user's behavior and environment based on screen size, platform, and orientation.
- B. A Computer Aided Dispatch (CAD)/Automatic Vehicle Locator (AVL) tracking function that provides vehicular tracking updates according to the following rules:
  - 1. A user-programmable time since the last update was generated (nominally every thirty (30) seconds).
  - 2. When the vehicle has started moving or stopped moving.
  - 3. Upon subsequent restoration after a loss of GPS coverage.
  - 4. Upon subsequent restoration after a loss of communication coverage.
- C. Capability to create custom geofences and associated tracking of vehicle presence within each established geofence zone.
- D. Transmission of the following data from the CAD/AVL and Tracking Function on every tracking update:
  - 1. Vehicle ID
  - 2. Time Received
  - 3. Date and time of update (accurate to within one (1) second)
  - 4. Position (latitude and longitude with a minimum accuracy of plus-ten (+10) feet)
  - 5. Speed (miles/hour)
  - 6. Heading (direction of travel)
- E. Generation of a well-documented XML or JSON formatted 'tracking' application programming interface (API) that is used by an authorized external system as an information source.
  - 1. If using XML or JSON, the Fleet Management System will provide an XML Schema Definition (XSD) or JSON Schema that formally describing the elements in the XML or JSON document for automated testing purposes.
  - 2. The Fleet Management System will make the data available to the Central Data Warehouse (CDW) known as the Nevada Data Exchange (NDEX) at no cost to the DEPARTMENT.

3. The Fleet Management System will allow a DEPARTMENT polling agent to poll the HTTPS API web service (HTTPS over TCP port 443).
4. The vendor will be responsible for using a third-party SSL certificate from a Certificate Authority (if External to the DEPARTMENT network) and user authentication to ensure the security of the system through the API.
5. The Fleet Management System will be capable of multiple connections to the API from at least three (3) district locations.
6. The API will include general content such as the vehicle ID, time, location, heading, speed, accuracy estimates, and any other data identified in Sections 7.1 through 7.2.
7. The Fleet Management system will use UTM for the time stamp entry time (the time the data was received) and local time for the record time (the time the data was created) using local time zone information. (For example, Pacific Standard Time when observing standard time / Pacific Daylight Time when observing daylight saving time for events in Nevada).
8. The data will be available for retrieval at an agreed upon frequency so long as the vehicle is on duty.

## 7.5 Reporting

- A. Management and/or operational reports are required to support FSP operations. The reports will be utilized for many purposes and will be provided by the SERVICE PROVIDER to the DEPARTMENT in monthly, quarterly, and annual reports.
- B. The vehicle service hour information captured by the CAD/AVL system may be used as the source the DEPARTMENT may use to substantiate the SERVICE PROVIDER's invoice for monthly vehicle service hours billed.
- C. The data for the reports will be drawn from data that will be kept (stored) online by the SERVICE PROVIDER for the duration of the Agreement. The reports should include user-selectable criteria such as date, time of day (i.e., 5AM – 9AM), day of week, mitigation duration, patrol shift, vehicle, TECHNICIAN, etc. Aggregate functions should be provided so that averages, rates, deviations and so forth can be computed. The reporting features should include, but not be limited to:
  1. Select a report from a menu of available reports.
  2. Preview a report before printing.
  3. Generate the following reports and queries:
    - a) Mitigation Summary: For all mitigations, provide data and be able to query mitigations by route, by mitigation type, by tow, by program vehicle ID, TECHNICIAN ID by time of day (or range), by date (or range of dates) by day of week, by location (between two (2) points on the freeway), direction, length of mitigation (in minutes), drop location, first responder on scene, and mitigations made by more than one (1) program vehicle.

- b) Performance Measures: In accordance with FHWA SHRP-2 Traffic Incident Management performance measures, for all mitigations, provide data and be able to query mitigations by roadway clearance times, incident clearance times, secondary incidents, and first responder struck-by incidents.
- c) TECHNICIAN Summary: For each TECHNICIAN, provide data and be able to query the TECHNICIAN's activity for each shift, including patrol time, number of breaks taken, and total break time by day or other specified time period.
- d) Program Vehicle Activity: For each program vehicle, provide data and be able to query vehicle service hours by time period (i.e., specific day, dates, or date range), tracking routes and stops made by a vehicle through AVL/GPS. Ensure that a visual history (using the AVL and a map) may be 'replayed' mapping the vehicle's activity may be provided for a specified time period.
- e) All queries will be able to be exportable into the latest version of Microsoft Excel. For example, querying MITIGATION data, if the DEPARTMENT would like to have a list of MITIGATIONS on I-80, between Robb Dr and Vista Blvd, EB direction, for a 6-month time period, the result should be an Excel spreadsheet that lists all MITIGATIONS with associated details (e.g., program vehicle IDs, TECHNICIAN ID times of day, dates and day of week, location (lat/long), direction, length of mitigation (in minutes), whether the vehicle was moved or towed, drop location, first responders on scene, and other program vehicle IDs on-scene).

## **7.6 Licensure and Access to the Fleet Management System**

- A. The SERVICE PROVIDER will be responsible for all costs associated with the installation of any Fleet Management System software, hardware, and licensing (including re-installation) for all the DEPARTMENT-designated users.
- B. The SERVICE PROVIDER will provide licensing to allow system access for twenty (20) simultaneous DEPARTMENT-designated remote access users.
- C. The SERVICE PROVIDER will provide all-inclusive in-person training for the DEPARTMENT-designated users upon installation; and at least once annually, the SERVICE PROVIDER will provide refresher training, highlighting updates to the originally installed system along with training documents in a bound hard copy.

## **8. MONTHLY, QUARTERLY & ANNUAL REPORTING**

The SERVICE PROVIDER will provide monthly, quarterly and annual reports as listed in the sections that follow.

### **8.1 Monthly Reports**

Monthly progress reports will be reviewed in the monthly review meetings and submitted to the DEPARTMENT as part of the SERVICE PROVIDER's monthly invoices. Hard copies of reports will accompany monthly invoices to ensure timely payment. All monthly reports will be emailed in PDF and Excel formats.

The Monthly Progress Reports will include the following:

- A. Vehicle service hours by shift.
- B. The following reports generated by the CAD in the Fleet Management System:
  - 1. Mitigation Summary
  - 2. Performance Measure Summary
  - 3. TECHNICIAN Summary
  - 4. Program Vehicle Activity
- C. Additional data about the program:
  - 1. Program vehicles: A listing of the odometer reading for each vehicle for the first and last days of the month; a summary of the program vehicles that were out of service during the month with a description of why the vehicle was out of service; a summary of motor vehicle crashes that any program vehicles were involved in and the incident.
  - 2. Fuel: The total number of gallons of gasoline and diesel fuel used by the program vehicles for the month; the total cost of gasoline used; the total cost of diesel used; the number of gallons of provided to motorists.

## **8.2 Quarterly Reports**

Quarterly progress reports will be reviewed periodically at the monthly meetings. All quarterly reports will be emailed in PDF and Excel formats at least one (1) week prior to the meeting in which they will be reviewed.

The Quarterly Reports will include:

- A. A summary of the complied data/reports for the previous three (3) months in the quarter.
- B. Program vehicle Maintenance Summary.
- C. Alcohol and Controlled Substance Testing Summary: Confirms that two (2) TECHNICIANS were tested for alcohol and controlled substances during the quarter; and shows whether the FSP TECHNICIAN passed or failed the tests.

## **8.3 Annual Reports**

Annual progress reports will be reviewed annually at a monthly meeting. All Annual Reports will be emailed in PDF and Excel formats at least one (1) week prior to the meeting in which they will be reviewed. The annual report will summarize quarterly and annual statistical data, maintenance reports for each of the vehicles etc.

## 9. SPONSORSHIP

- A. The SERVICE PROVIDER will be required to solicit and procure sponsorship of the FSP Program for the life of the Agreement. The DEPARTMENT may, at its sole discretion, utilize the sponsorship funding to improve route coverage, hours of operation, enhance program features, and other tasks deemed necessary for the program.
- B. The SERVICE PROVIDER will develop and submit for DEPARTMENT approval a Sponsorship Plan that will outline the following:
1. Sponsorship Overview
  2. Sponsorship Term
  3. Sponsorship Fee
  4. Vehicle Co-Branding Requirements
  5. FSP Program Details
  6. Roadway Signage Requirements
  7. Uniforms Requirements
  8. Collateral Material Distributed to Motorists
  9. On-line Survey, Reporting, and Webpage
  10. Announcement and Media Releases
  11. Promotional Materials and Special Events
- C. Once the DEPARTMENT has approved the Sponsorship Plan, the SERVICE PROVIDER will submit for DEPARTMENT approval a Sponsorship Subcontract between the SERVICE PROVIDER and the SPONSOR. The SERVICE PROVIDER's failure to do so will constitute a breach of this Agreement. The SERVICE PROVIDER also agrees that it will comply with the relevant terms of the DEPARTMENT-approved Sponsorship Plan. The SERVICE PROVIDER's failure to comply with such terms will be deemed a breach of this Agreement. In the event of a breach of either of these provisions, the DEPARTMENT may terminate this Agreement in addition to all of its other remedies at law or in equity. If the SERVICE PROVIDER terminates this Agreement or defaults and is terminated prior to the expiration date of this Agreement, ownership of the sponsorship rights will pass to the DEPARTMENT at the effective date of such termination.
- D. The SERVICE PROVIDER will install the fleet-wide vehicle graphics to the exterior sheet metal surfaces of all contracted program vehicles that incorporate up to two (2) SPONSOR brands along with DEPARTMENT logo and markings as set forth in the DEPARTMENT-approved Sponsorship Plan at no cost to the DEPARTMENT. No additional markings, colors or graphics will be permitted to the exteriors of such vehicles without approval of the DEPARTMENT. The SERVICE PROVIDER will be responsible for the maintenance and upkeep of all vehicle graphics, including all new vehicle decal applications and repairs to current vehicles. Such vehicles will be maintained in a good state of repair and kept reasonably clean and free of body damage while in service for the FSP Program. At the termination or expiration of the Agreement and any amendments or extensions thereto, the SERVICE PROVIDER will be responsible for all duties and costs related to the removal

of all Sponsorship Program elements identifying the SPONSOR(S) and the DEPARTMENT on the program vehicles. Such removal will be finalized within thirty (30) calendar days after the termination or expiration of this Agreement.

- E. The TECHNICIAN will wear uniforms, including hats, shirts, vests, and jackets, having patches featuring the SPONSOR(S) name and indicia as set forth in the DEPARTMENT-approved Sponsorship Plan at no cost to the DEPARTMENT. TECHNICIANS will keep their uniforms reasonably clean and neat and free of damage while in service for the FSP Program. Also, as set forth in the Sponsorship Plan, the exact sizing and placement of such patches and indicia will be determined jointly by the DEPARTMENT, the SERVICE PROVIDER, and the SPONSOR. The SPONSOR will routinely work with the DEPARTMENT and the SERVICE PROVIDER to provide patches and hats to keep sponsor elements on the FSP uniforms updated and in good condition in accordance with the DEPARTMENT-approved Sponsorship Plan.
- F. The DEPARTMENT may, at its sole discretion, modify the DEPARTMENT-approved initial Sponsorship Plan upon THIRTY (30) calendar days' notice to the SERVICE PROVIDER. If such modifications to the sponsorship elements adversely affect the sponsorship value, the SPONSOR will have the right to terminate the Sponsorship Plan or receive a pro-rata share and subsequent reduction of sponsorship fees equivalent to the decrease in sponsorship value.
- G. The DEPARTMENT will have authority, at its sole discretion, to make any and all changes it desires to specifications for the graphics on the exterior sheet metal surface of contracted program vehicles, in a manner that does not materially impact the structural integrity of the vehicle or its operations or materially impact the SERVICE PROVIDER's ability to perform its contractual obligations, using any color(s) or type(s) of paint, stickers or tape to do so, including 3M Scotchlite removable graphic film and 3M "Diamond Grade" conspicuity tape; provided that the actual direct costs of such changes are paid in full by the DEPARTMENT. However, any changes which affect the sponsorship portion of the graphics will require the consent of the SPONSOR. No such changes will be made unless set forth in a written amendment setting forth the costs to the DEPARTMENT therefor.
- H. The DEPARTMENT will have authority, at its sole discretion, to make any and all changes it desires to the specifications for the TECHNICIAN uniforms, in a manner that does not adversely, materially impact the integrity or quality of the uniform or materially impact the SERVICE PROVIDER's ability to perform its contractual obligations, using any color(s), type of clothing, fabric, or material to do so; provided that the actual direct costs of such changes are paid in full by the DEPARTMENT. No such changes will be made unless set forth in a written amendment setting forth the costs to the DEPARTMENT therefor.





# Line Item 6

614-17-040

**Request to Solicit Services and Budget Approval (2A)**  
Amendments for time extensions (time only) do not require a form 2a

Initial Budget Request      Request for Amendment #:      Agreement #:

If Amendment, name of Company:

Project ID #(s): n/a

Type of Services: Engineering Services

Originated by: Tonia Andree      Division: Construction      Date Originated: 12/29/2017

 Division Head/District Engineer: Sharon Foerschler

Budget Category #: 06      Object #: 814B      Organization #: C040

Estimated Cost: \$1,929,611.84      Type of Funding: State      % of Fund: 100

Funding Notes:      State Fiscal Year(s): FY18-FY20

\$409,663.59 IN FY18, \$966,487.87 IN FY19, \$533,460.38 IN FY20

**Financial Management:**

DocuSigned by:  
Donna Spelts      1/2/2018  
8A78D93AD71E514      Signature      Date

Approval of this form by the Financial Management Division, Budget Section, provides funding authority for the services described. Actual availability of funds and the monitoring of actual expenditures must be determined by the Division Head.

**Project Accounting:**

DocuSigned by:  
Hua Riley      1/4/2018  
22564E6A6F883F6      Signature      Date

**Director:**

Requires Transportation Board Presentation

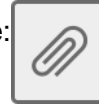
Does not require Transportation Board presentation

DocuSigned by:  
Rudy May      1/4/2018  
C4C7CE5CD588114      Signature      Date

614-17-040

**Attachments:**

Budget by Organization Report (Report No. NBDM30) attached here:



If Amendment, attach original Agreement here:

Any additional information to attach: Yes



**Purpose of, and Justification for, Budget Request:**

\*\*\*Original 2A approved 11/22/17, assigned RFP # 614-17-040. After further discussions with District 2, it was determined that additional staff would be needed to ensure successful delivery of the District 2 Betterment Program.

As a result of the number of betterment projects anticipated to be under construction and the workload of District 2's Construction Crews, the Construction Division is requesting approval to proceed with a solicitation to provide full administration services on an as-needed basis.

**Scope of Services:**

The scope of services include providing professional and technical engineering services for Full Administration of the construction of District 2 Betterment Projects on an intermittent, as-needed basis with as little as two weeks notice through October 31, 2019 to ensure that the construction of District 2 Betterment Projects are accomplished in conformance with the plans, specifications, and all other contract documents.

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

# MEMORANDUM

April 16, 2018

**TO:** Reid Kaiser, Assistant Director

**FROM:** Tonia Andree, Project Manager 

**SUBJECT:** Negotiation Summary for Agreement P614-17-040 Construction Engineering Services for Full Administration of Betterment Projects in District II

A preliminary negotiation meeting was held at NDOT Headquarters office in Carson City on April 13, 2018, with Ruedy Edgington and Paul Pettersen of HDR, Inc., Steve Moon of Lumos & Associates, Stephen Lani, and Tonia Andree of the Nevada Department of Transportation (NDOT) in attendance.

The DBE goal for this agreement has been established at one and nine-tenths percent (1.9%).

The scope of services that are to be provided by the SERVICE PROVIDER was reaffirmed by both parties at the outset.

The SERVICE PROVIDER will provide full construction administration services on as-needed basis, to ensure District II Betterment Projects are completed in conformance with the plans, specifications, and all other contract documents.

The SERVICE PROVIDER will be called upon to provide qualified and experienced staff on an as-needed basis with as little as two (2) weeks' notice through October 31, 2019. The SERVICE PROVIDER will also be required to furnish some ancillary equipment including, but not limited to, cell phones, trucks, testing equipment, and safety equipment. The timing and level of the staffing and equipment needs will be determined based upon district crew workload and project activities.

The following four (4) firms submitted proposals in response to RFP 614-17-040:

- Black Eagle Consulting, Inc.
- Diversified Consulting Services
- Construction Materials Engineers, Inc.
- HDR Engineering, Inc.

HDR Engineering, Inc. is the prime consultant and has teamed with the following sub-consultants:

- Lumos and Associates
- Diversified Consulting Services, Inc.
- Quality Control Testing Services (QCTS) – DBE Firm

The negotiations yielded the following:

1. Staff will be called out on an as-needed basis in accordance with the district's workload needs, and there is no guarantee of any specified number of hours that any particular position will be utilized throughout the agreement period.

2. HDR Engineering, Inc. will obtain approval from the Assistant District II Construction Engineer prior to assigning any personnel that were not represented in the original proposal to an NDOT Project.
3. The Resident Engineer (Gary Selmi) that was presented in the original proposal is now employed with DCS. The Department has agreed to allow HDR to subcontract with DCS to maintain this key person as originally proposed.
4. Staff will be billed on a "portal to portal" basis for each day or portion thereof worked, unless per diem using NDOT rates and rules is previously approved by the Assistant District II Construction Engineer.
5. Clarified that the loaded rates include vehicles, phones, computers, iPads, testing equipment, and PPE.
6. Clarified the fee for testing services would be estimated on a "not to exceed" basis for each task order. Lumos and Associates will be utilizing their local lab rather than providing a mobile lab.
7. Agreed to add a Level III Inspector classification and rate based on project type and duties to be assigned.
8. Agreed to add Testing Coordinator position given the "on call" capture of the fork to help limit the hours required for the PM.
9. A reduction in the loaded rates for the Principal Engineer, Office Person, Level IV Inspectors, and DBE Tester, was agreed upon based on historical data and recent negotiations, for equivalent positions.
10. There was an error in the calculation used to determine overtime rates for one Level IV Inspector and the Level III Inspector. This error has been corrected.
11. The total amount of this agreement will not exceed \$1,929,611.84.

Reviewed and Approved:

DocuSigned by:  
  
22B87BD707CB4CD...  
Reid Kaiser

04/16/2018

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Assistant Director

**ATTACHMENT A**  
**FULL ADMINISTRATION**  
**DISTRICT II BETTERMENT PROJECTS**  
**SCOPE OF SERVICES**

The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure that the construction of District II Betterment Projects is accomplished in conformance with the plans, specifications, and all other contract documents.

The SERVICE PROVIDER shall provide up to one (1) Resident Engineer, one (1) Assistant Resident Engineer, one (1) Office Person, four (4) Inspectors level IV, three (3) Testers, two (2) nuclear gauges, a fully equipped and functional office, a fully equipped and functional lab trailer, trucks, and cell phones. The SERVICE PROVIDER shall provide incidental equipment as may be required by the DEPARTMENT.

The SERVICE PROVIDER shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats, and vests meeting the current DEPARTMENT standards for Work Zone Apparel.

The SERVICE PROVIDER shall provide a principal engineer to act as Project Manager. The Principal Engineer shall be limited to billing no more than eight (8) hours per month, unless prior approval for additional hours is obtained from the DEPARTMENT.

The Principal Engineer and Resident Engineer shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

The SERVICE PROVIDER shall provide personnel who possess the experience, knowledge and character to adequately perform the requirements of these services, so as not to delay the progress of construction. The SERVICE PROVIDER shall become familiar with the standard practices of the DEPARTMENT and shall ensure all personnel provided to work on the project become familiar with the DEPARTMENT's contract documents, including the plans, specifications, special provisions, and any change orders thereto. The SERVICE PROVIDER shall perform the procedures for office management, documentation, field inspection and field testing in accordance with the DEPARTMENT's specifications, Construction Manual, Testing Manual, and Documentation Manual.

The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training, including safety training, or equipment necessary to perform the assigned duties including, but not limited to, certification as a Water Pollution Control Manager, inspection and implementation of Storm Water Pollution Prevention Plans (SWPPP), testing and inspection. Personnel provided shall be approved by the DEPARTMENT prior to performance of work on this project.

The SERVICE PROVIDER shall provide its own or lease trucks and cell phones for all personnel who need to perform work outside of the office. Vehicles shall be equipped with high intensity flashing yellow strobe lights.

The SERVICE PROVIDER shall equip Inspectors with an iPad capable of supporting the Mobile Inspector™ software utilized by the DEPARTMENT for documenting field inspection activities.

All testing personnel shall meet and be certified under the American Concrete Institute (ACI) as Concrete Field Testing Technician - Grade I; Nevada Alliance for Quality Transportation Construction (NAQTC) guidelines; certification under Western Alliance for Quality Transportation Construction (WAQTC) guidelines will be accepted in lieu of NAQTC. The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training or equipment necessary for the use of any hazardous materials required to perform testing on this project.

The SERVICE PROVIDER shall provide one (1) field laboratory at the project site of the minimum size with sufficient capacity to perform the scope of services as required by the DEPARTMENT, and including any cabinets, shelves, sinks, counter space and filing cabinets needed. The laboratory shall be wired for 220 volts and have the exhaust vent required for the testing equipment needed for the project, as specified in Attachment F. The SERVICE PROVIDER agrees that this is a minimum equipment list and additional equipment may be required. The SERVICE PROVIDER shall also provide incidental equipment as may be required by the DEPARTMENT.

When nuclear gauges are required, the SERVICE PROVIDER shall have current licenses as required by the appropriate regulatory agencies. Personnel who operate or transport any nuclear density gauge shall have in their possession evidence of current certification pertaining to the nuclear density gauges under their control. The SERVICE PROVIDER shall be responsible to provide their own storage facility and transportation for nuclear density gauges.

The SERVICE PROVIDER shall equip office staff that will be utilizing the FieldManager™ program with a Windows-based computer that has Adobe Reader or other PDF-reading software installed.

The SERVICE PROVIDER shall provide one (1) field office at the project site or other approved location with equipment including, but not limited to, computers, internet access, printers, copiers, scanners, desks and chairs. The SERVICE PROVIDER shall also provide incidental equipment as may be required by the DEPARTMENT.





1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

May 4, 2018

**TO:** Department of Transportation Board of Directors  
**FROM:** Rudy Malfabon, Director  
**SUBJECT:** May 14, 2018, Transportation Board of Directors Meeting  
**ITEM #5:** Contracts, Agreements, and Settlements – *Informational Item Only*

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### **Summary:**

The purpose of this item is to inform the Board of the following:

- Construction contracts under \$5,000,000 awarded March 14, 2018, through April 17, 2018.
- Agreements under \$300,000 executed March 14, 2018, through April 17, 2018.

Any emergency agreements authorized by statute will be presented here as an informational item.

### **Background:**

Pursuant to NRS 408.131(5), the Transportation Board has authority to “[e]xecute or approve all instruments and documents in the name of the State or Department necessary to carry out the provisions of the chapter”. Additionally, the Director may execute all contracts necessary to carry out the provisions of Chapter 408 of NRS with the approval of the board, except those construction contracts that must be executed by the chairman of the board. Other contracts or agreements not related to the construction, reconstruction, improvement and maintenance of highways must be presented to and approved by the Board of Examiners. This item is intended to inform the Board of various matters relating to the Department of Transportation but which do not require any formal action by the Board.

The Department contracts for services relating to the construction, operation and maintenance of the State’s multi-modal transportation system. Contracts listed in this item are all low-bid per statute and executed by the Governor in his capacity as Board Chairman. The projects are part of the STIP document approved by the Board. In addition, the Department negotiates settlements with contractors, property owners, and other parties to resolve disputes. These proposed settlements are presented to the Board of Examiners, with the support and advisement of the Attorney General’s Office, for approval. Other matters included in this item would be any emergency agreements entered into by the Department during the reporting period.

The attached construction contracts and agreements constitute all that were awarded for construction from March 14, 2018, through April 17, 2018, and agreements executed by the Department from March 14, 2018, through April 17, 2018. There were no settlements during the reporting period.

**Analysis:**

These contracts have been executed following the Code of Federal Regulations, Nevada Revised Statutes, Nevada Administrative Code, State Administrative Manual, and/or Department policies and procedures.

**List of Attachments:**

- A) State of Nevada Department of Transportation Contracts Awarded – Under \$5,000,000, March 14, 2018, through April 17, 2018.
- B) State of Nevada Department of Transportation Executed Agreements – Informational, March 14, 2018, through April 17, 2018.

**Recommendation for Board Action:** Informational item only

**Prepared by:** Administrative Services Division

# Attachment

# A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION  
 CONTRACTS AWARDED - INFORMATIONAL  
 March 14, 2018, through April 17, 2018**

1. March 1, 2018 at 1:30 PM the following bids were opened for Contract 3709, Project No. SPF-050-1(050), on US 50, Pike Street and Silver State Street, in Carson City and Lyon Counties, for pedestrian safety improvements.

Sierra Nevada Construction, Inc. ....	\$522,007.00
MKD Construction, Inc. ....	\$587,000.00

**Engineer's Estimate**.....\$377,527.33

The Director awarded the contract on March 20, 2018, to Sierra Nevada Construction, Inc. for \$522,007.00.

2. March 8, 2018 at 2:00 PM the following bids were opened for Contract 3712, Project No. SPF-088-1(010), on SR 88, at Centerville Lane, in Douglas County, to construct compact roundabout.

Granite Construction Company .....	\$1,125,125.00
Sierra Nevada Construction, Inc. ....	\$1,135,007.00
Q & D Construction LLC.....	\$1,153,118.81
A & K Earth Movers, Inc. ....	\$1,157,000.00
MKD Construction, Inc. ....	\$1,599,000.00

**Engineer's Estimate**.....\$1,203,532.84

The Director awarded the contract on March 20, 2018, to Granite Construction Company for \$1,125,125.00.

3. March 15, 2018 at 2:00 PM the following bids were opened for Contract 3713, Project No. BR-0013(023), on Eden Valley Road at Humboldt River, in Humboldt County, to replace substandard bridge, B-1658.

Q & D Construction LLC.....	\$4,018,007.30
Knife River Corporation - Northwest.....	\$4,052,255.00
Road and Highway Builders LLC .....	\$4,626,626.00
Granite Construction Company .....	\$4,825,825.00

**Engineer's Estimate**.....\$3,430,487.12

The Director awarded the contract on March 30, 2018, to Q & D Construction LLC for \$4,018,007.30.

4. March 15, 2018 at 2:30 PM the following bids were opened for Contract 3714, Project No. SPSR-0839(001), on SR 839 and SR 121, in Churchill and Mineral Counties, for 3/8" scrub seal with seal coat on SR 839, and remove and replace cattle guard on SR 121.

Sierra Nevada Construction, Inc. ....	\$757,007.00
VSS International, Inc. ....	\$851,990.45
Intermountain Slurry Seal, Inc. ....	\$917,917.00

**Engineer's Estimate**.....\$805,243.50

The Director awarded the contract on March 30, 2018, to Sierra Nevada Construction, Inc. for \$757,007.00.

5. March 15, 2018 at 3:00 PM the following bids were opened for Contract 3715, Project No. SPF-95A-1(023), on US 95A, in Lyon County, for 1/2" chip seal with seal coat.

Sierra Nevada Construction, Inc. ....	\$607,007.00
VSS International, Inc. ....	\$624,120.00
Intermountain Slurry Seal, Inc. ....	\$636,006.00

**Engineer's Estimate**.....\$645,787.94

The Director awarded the contract on March 30, 2018, to Sierra Nevada Construction, Inc. for \$607,007.00.

6. March 22, 2018 at 1:30 PM the following bids were opened for Contract 801-18, Project No. SP-0000M(046), at NDOT Headquarters Administration Building, in Carson City County, for re-roofing construction of NDOT Administration Building.

Western Single Ply.....	\$627,000.00
Core International.....	\$907,822.13

**Engineer's Estimate**.....\$425,000.00

The Director awarded the contract on March 29, 2018, to Western Single Ply for \$627,000.00.

7. March 29, 2018 at 1:30 PM the following bids were opened for Contract 3717, Project No. SPF-395-2(039), on US 395A, in Washoe County, for double chip seal and restriping.

Intermountain Slurry Seal, Inc. ....	\$3,383,383.00
Sierra Nevada Construction, Inc. ....	\$3,629,007.00

**Engineer's Estimate**.....\$3,266,510.62

The Director awarded the contract on April 13, 2018, to Intermountain Slurry Seal, Inc. for \$3,383,383.00.

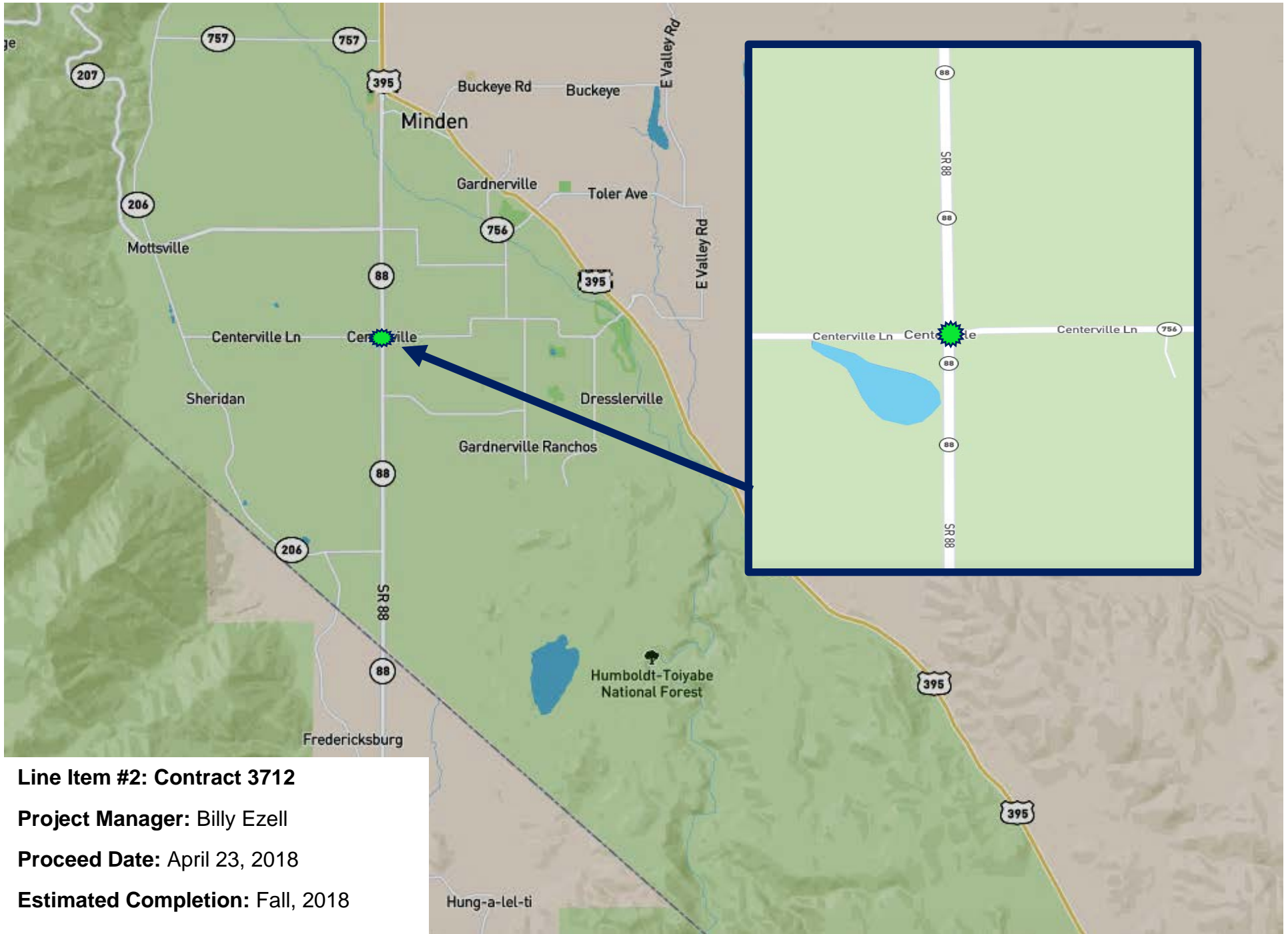


**Line Item #1: Contract 3709**

**Project Manager:** Lori Campbell

**Proceed Date:** April 23, 2018

**Estimated Completion:** Fall, 2018

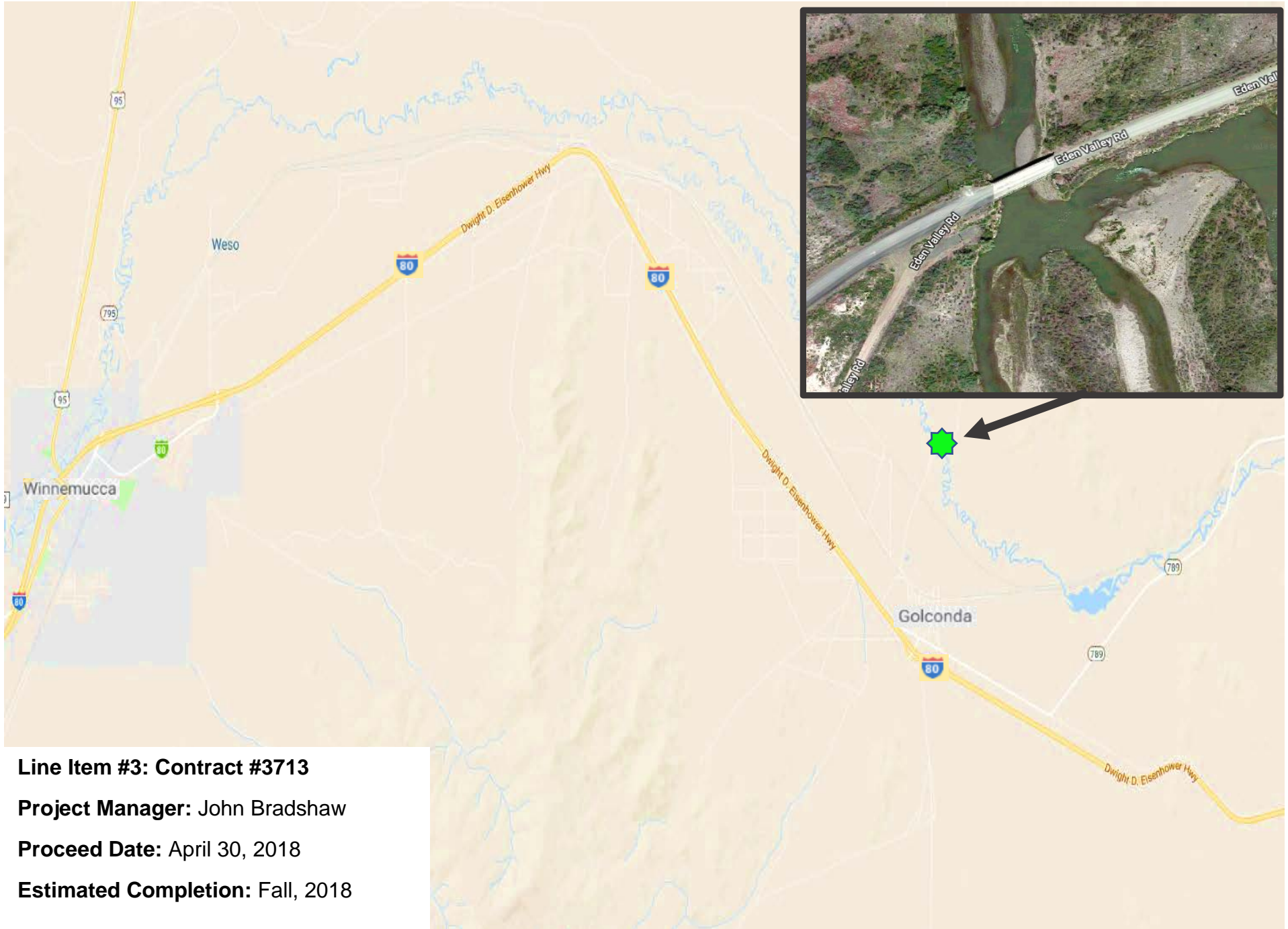


**Line Item #2: Contract 3712**

**Project Manager: Billy Ezell**

**Proceed Date: April 23, 2018**

**Estimated Completion: Fall, 2018**



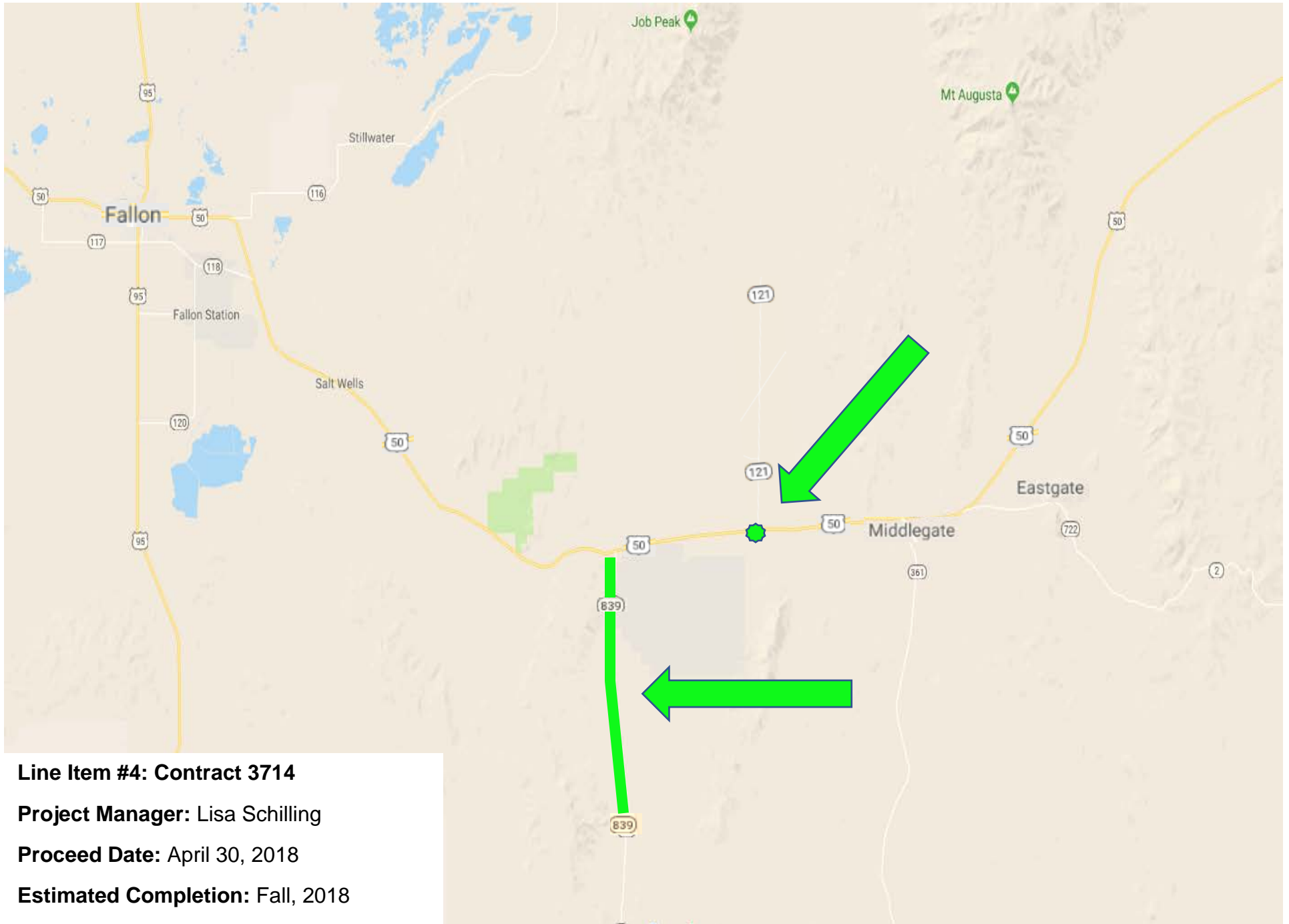
**Line Item #3: Contract #3713**

**Project Manager:** John Bradshaw

**Proceed Date:** April 30, 2018

**Estimated Completion:** Fall, 2018



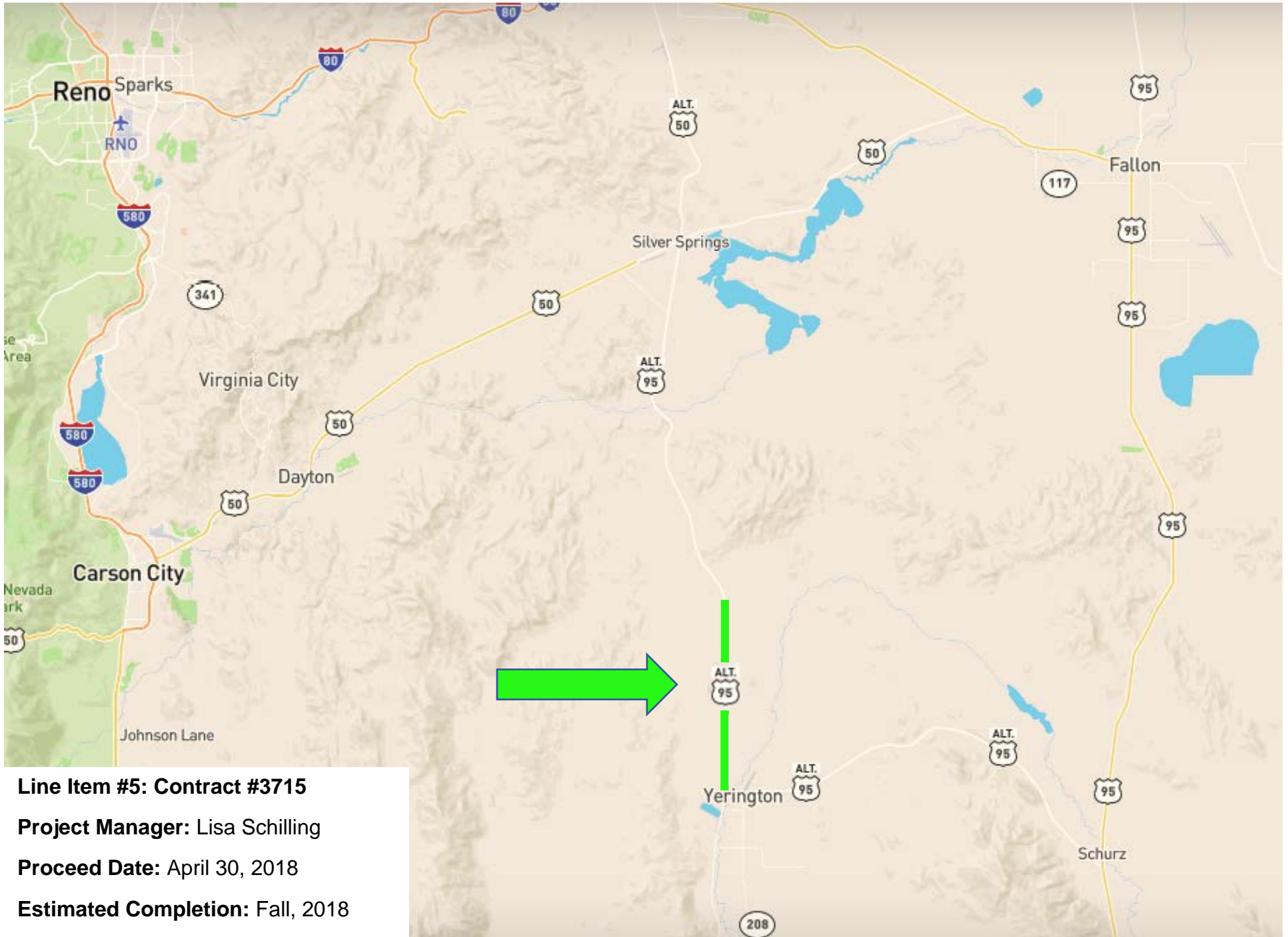


**Line Item #4: Contract 3714**

**Project Manager:** Lisa Schilling

**Proceed Date:** April 30, 2018

**Estimated Completion:** Fall, 2018



**Line Item #5: Contract #3715**  
**Project Manager:** Lisa Schilling  
**Proceed Date:** April 30, 2018  
**Estimated Completion:** Fall, 2018

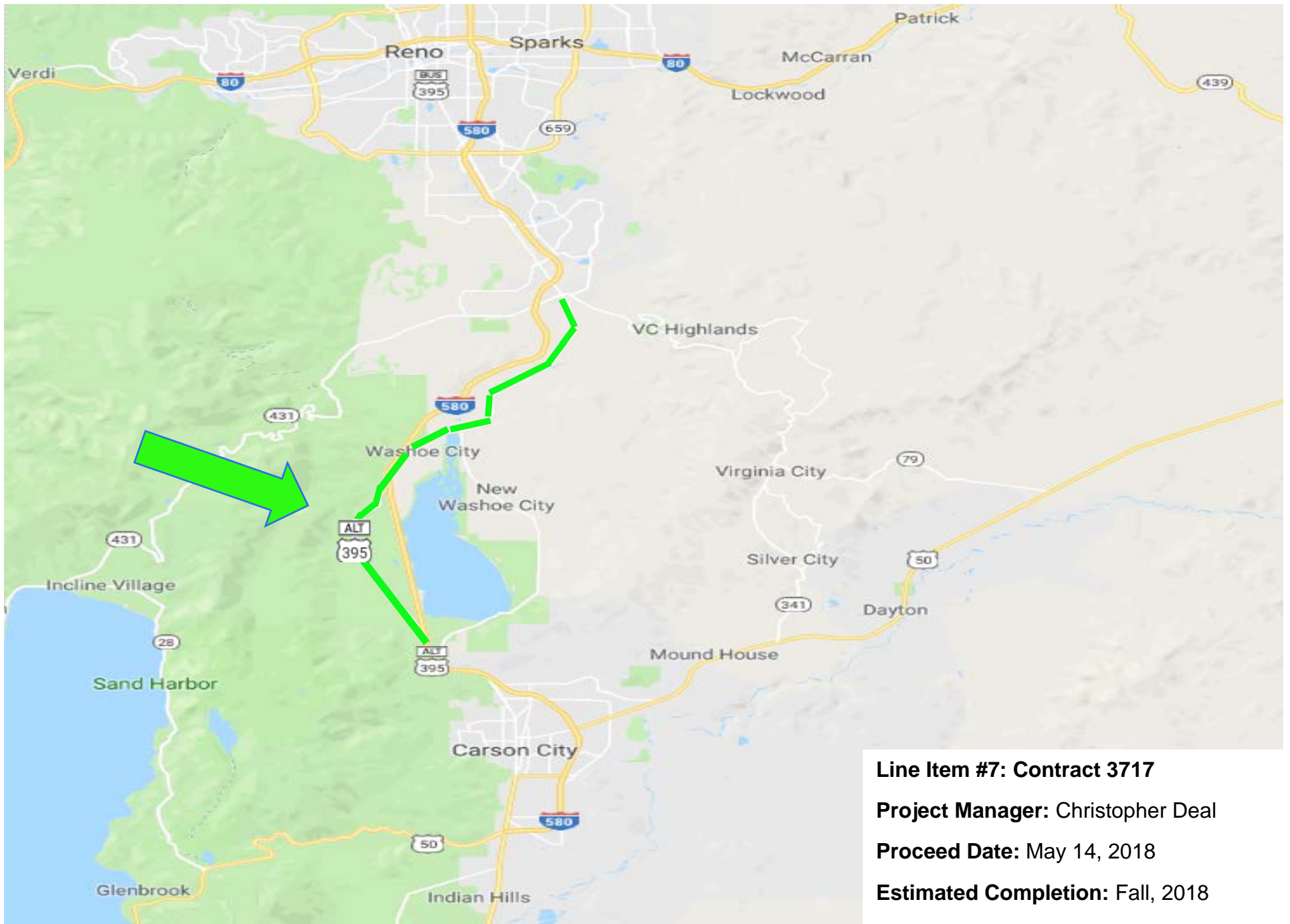


**Line Item #6 – Contract 801-18**

**Project Manager:** Robert Nicholas

**Proceed Date:** April 30, 2018

**Estimated Completion:** Fall, 2018



**Line Item #7: Contract 3717**

**Project Manager:** Christopher Deal

**Proceed Date:** May 14, 2018

**Estimated Completion:** Fall, 2018

# Attachment B

State of Nevada Department of Transportation  
Executed Agreements - Informational  
March 14, 2018 through April 17, 2018

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Notes
1	17318	00	AAE INVESTMENTS	PARCEL ACQUISITION	N	1,000.00	-	1,000.00	-	12-Apr-2018	31-Mar-2023	-	Acquisition	Right-of-Way	Cole	04-12-18: ACQUISITION OF PARCEL U-050-LY-023.737 OF .06 ACRES FOR THE WIDENING OF US 50, LYON COUNTY. NV B/L#: EXEMPT
2	16618	00	ANTHONY G. LACOE	PARCEL ACQUISITION	N	78,546.00	-	78,546.00	-	9-Apr-2018	3-Apr-2023	-	Acquisition	Right-of-Way	Cole	04-09-18: ACQUISITION OF PARCEL U-050-LY-025.107 OF .53 ACRES FOR THE WIDENING OF US 50, LYON COUNTY. NV B/L#: EXEMPT
3	15718	00	CARL AND GENEVIEVE ANTLES	PARCEL ACQUISITION	N	4,400.00	-	4,400.00	-	22-Mar-2018	1-Apr-2023	-	Acquisition	Right-of-Way	Cole	03-22-18: ACQUISITION OF PARCEL U-050-LY-026.044 OF .07 ACRES FOR THE WIDENING OF US 50, LYON COUNTY. NV B/L#: EXEMPT
4	15818	00	CARL AND GENEVIEVE ANTLES	PARCEL ACQUISITION	N	4,400.00	-	4,400.00	-	26-Mar-2018	1-Apr-2023	-	Acquisition	Right-of-Way	Cole	03-26-18: ACQUISITION OF PARCEL U-050-LY-025.836 OF .07 ACRES FOR THE WIDENING OF US 50, LYON COUNTY. NV B/L#: EXEMPT
5	15918	00	DOINGS, LLC	PARCEL ACQUISITION	N	20,264.00	-	20,264.00	-	22-Mar-2018	31-Mar-2023	-	Acquisition	Right-of-Way	Cole	03-22-18: ACQUISITION OF PARCEL U-050-LY-024.897 OF .53 ACRES FOR THE WIDENING OF US 50, LYON COUNTY. NV B/L#: EXEMPT
6	17118	00	EVAB DAROZI	PARCEL ACQUISITION	N	13,100.00	-	13,100.00	-	12-Apr-2018	31-Mar-2023	-	Acquisition	Right-of-Way	Cole	04-12-18: ACQUISITION OF PARCEL U-050-LY-026.290 OF .14 ACRES FOR THE WIDENING OF US 50, LYON COUNTY. NV B/L#: EXEMPT
7	16418	00	GEORGE REX HALL AND MARY BEATRICE HALL	PARCEL ACQUISITION	N	17,926.00	-	17,926.00	-	12-Apr-2018	31-Mar-2023	-	Acquisition	Right-of-Way	Cole	04-12-18: ACQUISITION OF PARCELS U-050-LY-025.773 AND U-050-LY-025.773TE1 TOTALING .13 ACRES FOR THE WIDENING OF US 50, LYON COUNTY. NV B/L#: EXEMPT
8	16718	00	GREGORY HILL AND MARY LOUISE HILL	TEMPORARY EASEMENT	N	1,000.00	-	1,000.00	-	12-Apr-2018	5-Apr-2021	-	Acquisition	Right-of-Way	Cole	04-12-18: TEMPORARY EASEMENT OF PARCEL U-050-LY-024.315TE1 FOR CONSTRUCTION PURPOSES ON US 50, LYON COUNTY. NV B/L#: EXEMPT
9	16518	00	HARRY E. RUMERY	TEMPORARY EASEMENT	N	2,000.00	-	2,000.00	-	12-Apr-2018	31-Mar-2023	-	Acquisition	Right-of-Way	Cole	04-12-18: TEMPORARY EASEMENT OF PARCELS U-050-LY-028.841TE1 AND U-050-LY-028.841TE2 FOR CONSTRUCTION PURPOSES ON US 50, LYON COUNTY. NV B/L#: EXEMPT
10	13417	01	JONES MEDIA, LLC	BILLBOARD RELOCATION	Y	176,905.29	72,738.13	249,643.42	-	2-Mar-2017	28-Feb-2020	22-Mar-2018	Acquisition	Right-of-Way	Cole	AMD 1 03-22-18: INCREASE AUTHORITY BY \$72,738.13 FROM \$176,905.29 TO \$249,643.42 DUE TO AN INCREASE OF SERVICES FOR NV ENERGY TO COMPLETE THE PROJECT. 03-02-17: RELOCATE CLEAR CHANNEL BILLBOARD FROM PARCEL 015-CL-042.179 FOR PROJECT NEON, CLARK COUNTY. NV B/L#: NVD20151602569
11	17218	00	LAMPE PROPERTIES, LLC	PARCEL ACQUISITION	N	1,000.00	-	1,000.00	-	12-Apr-2018	31-Mar-2023	-	Acquisition	Right-of-Way	Cole	04-12-18: ACQUISITION OF PARCEL U-050-LY-024.078 OF .05 ACRES FOR THE WIDENING OF US 50, LYON COUNTY. NV B/L#: EXEMPT
12	16118	00	ROY AND HELEN LEIALOHA	PARCEL ACQUISITION AND TEMPORARY EASEMENT	N	10,763.00	-	10,763.00	-	22-Mar-2018	31-Mar-2023	-	Acquisition	Right-of-Way	Cole	03-22-18: ACQUISITION OF PARCEL U-050-LY-025.195 OF .68 ACRES AND TEMPORARY EASEMENTS OF U-050-LY-025.195TE1 AND U-050-LY-025.195TE2 FOR THE WIDENING OF US 50, LYON COUNTY. NV B/L#: EXEMPT
13	15518	00	JOHN S. WRIGHT & ASSOCIATES, LLC	PARCEL APPRAISAL	Y	8,000.00	-	8,000.00	-	20-Mar-2018	31-Mar-2023	-	Appraisal	Right-of-Way	Cole	03-20-18: APPRAISAL OF PARCEL 1-080-WA-005.426TE1 LOCATED ALONG I-80 AT TRUCKEE RIVER NEAR VERDI, WASHOE COUNTY. NV B/L#: NVD20181096154
14	15118	00	JOHNSON VALUATION GROUP, LTD.	PARCEL APPRAISAL	Y	9,500.00	-	9,500.00	-	13-Mar-2018	31-Dec-2018	-	Appraisal	Right-of-Way	Cole	03-13-18: APPRAISAL OF PARCELS S-828-LY-001.071PE1, S-828-LY-001.071TE1, AND S-828-LY-001.176PE1 LOCATED IN FERNLEY, LYON COUNTY. NV B/L#: NVD20151078078
15	09718	00	JOHNSON PERKINS GRIFFIN, LLC	PARCEL APPRAISAL	N	15,000.00	-	15,000.00	-	13-Mar-2018	31-Dec-2018	-	Appraisal	Right-of-Way	Cole	03-13-18: APPRAISAL OF PARCELS U-050-LY-020.019TE1, U-050-LY-020.252TE1, AND U-050-LY-020.263TE1 LOCATED IN STAGECOACH, LYON COUNTY. NV B/L#: NVD20151108081
16	09918	00	JOHNSON PERKINS GRIFFIN, LLC	PARCEL APPRAISAL	Y	50,000.00	-	50,000.00	-	13-Mar-2018	31-Dec-2018	-	Appraisal	Right-of-Way	Cole	03-13-18: APPRAISAL OF NINE (9) PARCELS LOCATED IN FERNLEY, LYON COUNTY. NV B/L#: NVD20151108081
17	10018	00	JOHNSON PERKINS GRIFFIN, LLC	PARCEL APPRAISAL	Y	50,000.00	-	50,000.00	-	13-Mar-2018	31-Dec-2018	-	Appraisal	Right-of-Way	Cole	03-13-18: APPRAISAL OF 14 PARCELS LOCATED IN FERNLEY, LYON COUNTY. NV B/L#: NVD20151108081
18	57117	00	UNIVERSITY OF NEVADA RENO	WATER MANAGEMENT TECHNOLOGY	N	298,994.00	-	298,994.00	-	16-Apr-2018	30-Jun-2021	-	Cooperative	Storm Water	David	04-16-18: DEVELOP AND EVALUATE ADVANCED FIELD-SCALE TECHNOLOGIES FOR COMPREHENSIVE WATER MANAGEMENT WITHIN THE DEPARTMENT, INCLUDING THE COLLECTION, HANDLING, TREATMENT, RECYCLING, AND REUSE OF WATER AND WASTEWATER IN THE DEPARTMENT'S JURISDICTION, WASHOE COUNTY. NV B/L#: EXEMPT
19	17418	00	CENTURYLINK	MANHOLE AND VALVE COVERS	N	2,200.00	-	2,200.00	-	12-Apr-2018	30-Apr-2023	-	Facility	Right-of-Way	Cole	04-12-18: ADJUSTMENT OF MANHOLE AND VALVE COVERS FROM MP CL 0.00 TO MP CL 0.24 FOR ROADBED MODIFICATION, CLARK COUTNY. NV B/L#: NVF19901012165
20	03818	00	CITY OF MESQUITE	NEVADA SHARED RADIO SYSTEM COMMUNICATION SITE	N	15,000.00	-	15,000.00	-	27-Mar-2018	27-Mar-2028	-	Facility	Traffic Operation	Reid	03-27-18: INSTALLATION, MAINTENANCE, AND OPERATION OF COMMUNICATIONS EQUIPMENT AT A NEVADA SHARED RADIO SYSTEM (NSRS) COMMUNICATIONS SITE LOCATED IN THE CITY OF MESQUITE AT THE SCENIC TANK COMMUNICATIONS SITE, CLARK COUNTY. NV B/L#: EXEMPT
21	76917	00	LAS VEGAS VALLEY WATER DISTRICT	ALTER UTILITY FACILITIES	Y	525.00	-	525.00	-	11-Apr-2018	15-Apr-2024	-	Facility	Right-of-Way	Cole	04-11-18: ALTERATION OF UTILITY FACILITIES AS PART OF THE DEVELOPEMENT AND CONSTRUCTION OF THE INTERCHANGE ON I-15 AT STARR AVENUE FROM DEAN MARTIN DRIVE TO LAS VEGAS BOULEVARD, CLARK COUNTY. NV B/L#: EXEMPT
22	16318	00	LAS VEGAS VALLEY WATER DISTRICT	MANHOLE AND VALVE COVERS	N	7,200.00	-	-	7,200.00	9-Apr-2018	27-Mar-2023	-	Facility	Right-of-Way	Cole	04-09-18: ADJUSTMENT OF MANHOLE AND VALVE COVERS ON LEE CANYON ROAD FROM CL 0.00 TO CL 17.592 AND ON KYLE CANYON ROAD FROM THE BEGINNING OF THE DEAD END TO 0.068 MILES WEST OF DEER CREEK ROAD, CLARK COUTNY. NV B/L#: EXEMPT
23	15218	00	NV ENERGY	DESIGN INITIATION AGREEMENT	N	-	-	-	-	14-Mar-2018	28-Sep-2022	-	Facility	Right-of-Way	Cole	03-14-18: NO COST DESIGN INITIATION AGREEMENT FOR A PORTION OF I-80 LOCATED AT THE CALIFORNIA/NEVADA STATELINE TO 0.023 MILES WEST OF KEYSTONE INTERCHANGE, WASHOE COUNTY. NV B/L#: NVD19831015840

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Notes
24	15318	00	NV ENERGY	LINE EXTENSION AGREEMENT	N	734.00	-	734.00	-	14-Mar-2018	28-Sep-2022	-	Facility	Right-of-Way	Cole	03-14-18: LINE EXTENSION AGREEMENT TO INSTALL STREET LIGHTS AT VARIOUS LOCATIONS BETWEEN MILE POST LY 13.68 AND LY 19.75, LYON COUNTY. NV B/L#: NVD19831015840
25	09818	00	NV ENERGY	RIGHT-OF-WAY ACCESS	N	-	-	-	-	14-Mar-2018	31-Mar-2023	-	Facility	Right-of-Way	Cole	03-14-18: NO COST AGREEMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY ON USA PARKWAY AT ELECTRIC AVENUE, STOREY COUNTY. NV B/L#: NVD19831015840
26	16018	00	NV ENERGY	DESIGN INITIATION AGREEMENT	N	-	-	-	-	22-Mar-2018	31-Mar-2023	-	Facility	Right-of-Way	Cole	03-22-18: NO COST DESIGN INITIATION AGREEMENT TO INSTALL PEDESTRIAN CROSSWALK LIGHTS AT 1101 SOUTH STEWART STREET AT LITTLE LANE, CARSON CITY COUNTY. NV B/L#: NVD19831015840
27	03118	00	BIKE HABITAT	BICYCLE MAINTENANCE AND SAFETY	N	5,000.00	-	5,000.00	-	26-Mar-2018	31-Dec-2019	-	Grantee	Planning	Sondra	03-26-18: BICYCLE MAINTENANCE AND SAFETY INSPECTION FOR THE BICYCLE TRAINING PROGRAM, CARSON CITY. NV B/L#: NVD20061801561
28	11018	00	WHITE PINE COUNTY	AVIATION GRANT	N	16,861.00	-	16,861.00	-	20-Mar-2018	31-May-2018	-	Grantee	Planning	Sondra	03-20-18: FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROJECT (AIP) 3-32-0006-020-2016, FOR THE RECONSTRUCTION OF THE MAIN RUNWAY AT ELY YELLAND FIELD AIRPORT, WHITE PINE COUNTY. NV B/L#: EXEMPT
29	12118	00	NYE COUNTY	AVIATION GRANT	N	1,463.00	-	1,463.00	-	19-Mar-2018	31-May-2018	-	Grantee	Planning	Sondra	03-19-18: FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROJECT (AIP) 3-32-0029-009-2017, FOR THE REHABILITATION OF BOTH RUNWAYS AT GABBS AIRPORT, NYE COUNTY. NV B/L#: EXEMPT
30	12218	00	NYE COUNTY	AVIATION GRANT	N	4,500.00	-	4,500.00	-	19-Mar-2018	31-May-2018	-	Grantee	Planning	Sondra	03-19-18: FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROJECT (AIP) 3-32-002-016-2017, FOR THE CONSTRUCTION OF A TAXIWAY TURNAROUND AT THE SOUTH END OF THE PRIMARY RUNWAY AT BEATTY AIRPORT, NYE COUNTY. NV B/L#: EXEMPT
31	12318	00	NYE COUNTY	AVIATION GRANT	N	13,993.00	-	13,993.00	-	19-Mar-2018	31-May-2018	-	Grantee	Planning	Sondra	03-19-18: FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROJECT (AIP) GRANT 3-32-0019-014-2016, FOR THE RECONSTRUCTION OF THE PRIMARY RUNWAY AT THE TONOPAH AIRPORT, NYE COUNTY. NV B/L#: EXEMPT
32	15618	00	BUREAU OF LAND MANAGEMENT	PUBLIC PURPOSE LEASE	N	25,803.00	-	25,803.00	-	21-Mar-2018	21-Mar-2023	-	Lease	Right-of-Way	Cole	03-21-18: PROVIDE A FEDERAL AUTHORITY SURVEY IN SUPPORT OF THE PUBLIC PROPOSED LEASE APPLICATION TO DETERMINE THE LOCATION OF BOUNDARIES ON THE GROUND FOR THE SILVER SPRINGS MAINTENANCE STATION, LYON COUNTY. NV B/L#: EXEMPT
33	06118	00	LIST CATTLE COMPANY	RIGHT-OF-WAY MULTI-USE LEASE	N	540.00	-	-	540.00	19-Jan-2018	31-Jan-2025	-	Lease	Right-of-Way	Cole	01-19-18: RIGHT-OF-WAY MULTI-USE LEASE FOR PARCEL# 1-080-PE-017.960, PERSHING COUNTY. NV B/L#: NVD19521000232
34	16918	00	SWITCH BUSINESS SOLUTIONS, LLC	RIGHT-OF-WAY ACCESS	N	-	-	-	-	12-Apr-2018	12-Apr-2028	-	License	Right-of-Way	Cole	04-12-18: NO COST AGREEMENT FOR RIGHT-OF-WAY ACCESS TO INSTALL, OPERATE, AND MAINTAIN A TELECOMMUNICATIONS FACILITY ALONG USA PARKWAY, LYON AND WASHOE COUNTIES. NV B/L#: NVD20031180607
35	17018	00	SWITCH BUSINESS SOLUTIONS, LLC	REVOCABLE OCCUPANCY PERMIT	N	-	-	-	-	12-Apr-2018	12-Apr-2028	-	License	Right-of-Way	Cole	04-12-18: NO COST AGREEMENT FOR REVOCABLE OCCUPANCY PERMIT FOR THE SHARING OF CONDUIT FACILITIES ALONG USA PARKWAY, LYON AND WASHOE COUNTIES. NV B/L#: NVD20031180607
36	16218	00	CHOO CHOO EXPRESS, LLC	LAND SALE AGREEMENT	Y	7,880.80	-	-	7,880.80	26-Mar-2018	31-Jul-2018	-	Property Sale	Right-of-Way	Cole	03-26-18: LAND SALE AGREEMENT OF SURPLUS PROPERTY OF PARCEL S-168-CL-002.886XS1, CLARK COUNTY. NV B/L#: NVD20051703760
37	72317	00	COUNTY OF WASHOE	RIGHT-OF-WAY ACCESS	N	-	-	-	-	25-Oct-2017	31-Dec-2027	-	Right-of-Way Access	Right-of-Way	Cole	10-25-17: NO COST AGREEMENT FOR RIGHT-OF-WAY ACCESS TO NINE (9) PARCELS ALONG I-80 AT TRUCKEE RIVER NEAR VERDI FOR MAINTENANCE, STAGING, AND WEED ABATEMENT, WASHOE COUNTY. NV B/L#: EXEMPT
38	09418	00	MARTYN RAVENHILL/ LIZA STEPHEN	RIGHT-OF-WAY ACCESS	N	-	-	-	-	5-Mar-2018	28-Feb-2023	-	Right-of-Way Access	Right-of-Way	Cole	03-05-18: NO COST AGREEMENT FOR RIGHT-OF-WAY ACCESS FOR THE RECONSTRUCTION OF A SEGMENT OF TROPICANA AVENUE FROM DEAN MARTIN DRIVE TO BOULDER HIGHWAY, CLARK COUNTY. NV B/L#: EXEMPT
39	15418	00	WESTLAND TROPICANA ROYALE, LLC	RIGHT-OF-WAY ACCESS	N	-	-	-	-	19-Mar-2018	31-Mar-2023	-	Right-of-Way Access	Right-of-Way	Cole	03-19-18: NO COST AGREEMENT FOR RIGHT-OF-WAY ACCESS FOR THE RECONSTRUCTION OF A SEGMENT OF TROPICANA AVENUE FROM DEAN MARTIN DRIVE TO BOULDER HIGHWAY, CLARK COUNTY. NV B/L#: NVD20171534633
40	38217	01	CAMBRIDGE SYSTEMATICS, INC.	TRUCK PARKING EXPANSION STUDY	Y	499,988.00	-	499,988.00	-	12-Feb-2018	31-Dec-2019	12-Apr-2018	Service Provider	Planning	Sondra	AMD 1 04-12-18: NO COST AMENDMENT TO REDUCE THE TERMINATION DATE FROM 12-31-21 TO 12-31-19 TO ALIGN WITH THE PROJECTED END OF WORK DATE. 02-12-18: THE PURPOSE OF THIS STUDY IS TO DETERMINE THE EXTENT OF TRUCK PARKING IN THE STATE AND IDENTIFY SOLUTIONS AND POTENTIAL SITES FOR NEW OR EXPANDED TRUCK PARKING FACILITIES TO MEET THE STATE'S DEMAND, STATEWIDE. NV B/L # NVF20101447739-R
41	16818	00	COW COUNTRY TITLE COMPANY	TITLE SERVICES	N	450.00	-	450.00	-	12-Apr-2018	3-Apr-2023	-	Service Provider	Right-of-Way	Cole	04-12-18: TITLE SERVICES FOR PARCEL U-006-NY-000.416 LOCATED IN TONOPAH, NYE COUNTY. NV B/L#: NVD19911019838-Q PROPOSER: ONLY PROPOSER AWARDED AGREEMENT
42	03918	00	CUSTOM CLEAN OF ELY	JANITORIAL SERVICES	N	7,280.00	-	7,280.00	-	5-Apr-2018	31-Jan-2021	-	Service Provider	District III	Tracy/Boyd	04-05-18: TO PROVIDE JANITORIAL SERVICES AT THE ELY ADMINISTRATION BUILDING, WHITE PINE COUNTY. NV B/L#: NVD20161304129-Q PROPOSERS: CUSTOM CLEAN OF ELY, HULINGS ENTERPRISES, GLORIA'S JANITORIAL SERVICES
43	01618	00	D&B PROFESSIONAL CLEANING SERVICES	JANITORIAL SERVICES	N	41,799.84	-	41,799.84	-	26-Mar-2018	31-Dec-2020	-	Service Provider	District III	Tracy/Boyd	03-26-18: TO PROVIDE JANITORIAL SERVICES FOR VALLEY OF THE MOON REST AREA, LANDER COUNTY. NV B/L#: NVD20101425610-Q PROPOSERS: F.A.A.D JANITORIAL, ECO GREEN MAINTENANCE, MELS CORP, D&B PROFESSIONAL CLEANING SERVICES, THE CLEAN TEAM
44	24816	01	DIVERSIFIED CONSULTING SERVICE	CREW 903 AUGMENTATION	Y	3,845,881.60	-	3,845,881.60	-	20-Oct-2016	31-Dec-2018	12-Apr-2018	Service Provider	Construction	Reid	AMD 1 04-12-18: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 08-31-18 TO 12-31-18 FOR THE CONTINUATION OF SERVICES. 10-20-16: AUGMENTATION OF CREW 903 IN SUPPORT OF THE I-15 NORTH COORIDOR PHASE 2, CRAIG STREET TO SPEEDWAY BOULEVARD, CLARK COUNTY. NV B/L#: NVD19901019853-R

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Notes
45	63317	00	DLT SOLUTIONS GROUP, LLC	EQUIPMENT INSTALL & TRAINING	N	30,272.00	-	30,272.00	-	23-Mar-2018	31-Dec-2018	-	Service Provider	Information Technologies	Robert	03-23-18: PROVIDE INSTALLATION AND TRAINING FOR THE USE OF COUNTERACT EQUIPMENT, A SECURITY APPLIANCE THAT IDENTIFIES AND EVALUATES ENDPOINTS ON A NETWORK WITH AUTOMATED SECURITY AND COMPLIANCE POLICY ENFORCEMENT FOR MORE CONTROL AND CONTINUOUS MONITORING OF DEVICES, CARSON CITY. NV B/L#: NVD20131745044-S
46	02218	00	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) RENEWAL	N	83,000.00	-	83,000.00	-	19-Mar-2018	17-Feb-2019	-	Service Provider	Information Technologies	Robert	03-19-18: PROVIDE CONTINUED SUPPORT OF ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) PROGRAMS THROUGH A COMBINATION OF CONSULTING, PREMIUM SUPPORT, AND TRAINING FOR ARCGIS MAPPING AND SPATIAL ANALYTICS SOFTWARE. IMPLEMENT ENTERPRISE-WIDE VISIONING AND GEOSPATIAL ENABLEMENT THROUGH TECHNICAL ADVISORY AND COLLABORATIVELY DEVELOP A TECHNICAL WORK PLAN, CARSON CITY. NV B/L#: NVF20111027035-S
47	02415	02	GRANITE CONSTRUCTION	CONSTRUCTION MANAGER AT RISK (CMAR)	Y	398,300.00	38,000.00	510,300.00	-	27-May-2015	31-Dec-2019	20-Mar-2018	Service Provider	Project Management	Cole	AMD 2 03-20-18: INCREASE AUTHORITY BY \$38,000.00 FROM \$472,300.00 TO \$510,300.00 DUE TO ADDITIONAL COSTS FOR DESIGN REFINEMENTS AND FOR COSTS INCURRED BY UNFORESEEN DELAYS IN OBTAINING RIGHT-OF-WAY ACCESS. AMD 1 06-05-17: INCREASE AUTHORITY BY \$74,000.00 FROM \$398,300.00 TO \$472,300.00 AND EXTEND TERMINATION DATE FROM 12-31-17 TO 12-31-19 DUE TO UNFORESEEN DELAYS IN OBTAINING RIGHT-OF-WAY ACCESS AND THE ADDITIONAL COSTS ASSOCIATED WITH THE DELAYS. 05-27-15: PERFORM CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR I-80 AT TRUCKEE RIVER NEAR VERDI PROJECT, CARSON CITY AND WASHOE COUNTIES. NV B/L#: NV19631001612
48	61917	00	HIGH STREET CONSULTING GROUP	DECISION LENS SOLUTION MODEL	N	230,000.00	-	230,000.00	-	11-Apr-2018	31-Dec-2020	-	Service Provider	Agency Risk Management	Rudy	04-11-18: IMPLEMENT PHASE 2 OF THE DECISION LENS SOLUTION MODEL FOR THE FIVE-YEAR CAPITAL PLAN PROJECT. PHASE 1 DEVELOPED THE DECISION LENS SOLUTION MODEL TO STRUCTURE THE DECISION FRAMEWORK FOR THE FIVE-YEAR CAPITAL PLAN, STATEWIDE. NV B/L#: NVF20181152105-S
49	66616	01	ICE TEAMS, LLC	INDEPENDENT COST ESTIMATOR	Y	144,614.00	95,478.00	240,092.00	-	6-Jan-2017	31-Dec-2019	20-Mar-2018	Service Provider	Project Management	Cole	AMD 1 03-20-18: INCREASE AUTHORITY BY \$95,478.00 FROM \$144,614.00 TO \$240,092.00 AND EXTEND TERMINATION DATE FROM 12-31-18 TO 12-31-19 DUE TO DELAYS IN OBTAINING THE RIGHT-OF-WAY. 01-06-17: INDEPENDANT COST ESTIMATOR SERVICES FOR I-80 AT TRUCKEE RIVER FOR THE CMAR PROJECT, WASHOE COUNTY. NV B/L: NVF20161541307
50	23817	00	KIMLEY-HORN	COMMUTER STUDY	Y	277,639.00	-	277,639.00	-	22-Feb-2018	30-Jun-2018	-	Service Provider	Planning	Sondra	02-22-18: CONDUCT A STUDY ADDRESSING HOW THE DEPARTMENT SHOULD RESPOND TO PROJECTED GROWTH IN A FIVE-COUNTY REGION TO COORDINATE EXISTING TRANSIT SERVICES AND PROVIDE TECHNICAL JUSTIFICATION FOR FINANCIAL DETERMINATIONS WITH RESPECT TO TRANSIT PROJECTS. THE STUDY AREA INCORPORATES FOUR (4) MAJOR HIGHWAY CORRIDORS THAT INCLUDE: 1. I-580 BETWEEN CARSON CITY AND RENO/SPARKS IN WASHOE COUNTY; 2. I-80 BETWEEN RENO/SPARKS IN WASHOE COUNTY AND FERNLEY IN LYON COUNTY; 3. ALTERNATE ROUTE US 95 BETWEEN FERNLEY AND SILVER SPRINGS IN LYON COUNTY; AND 4. US 50 BETWEEN SILVER SPRINGS IN LYON COUNTY AND CARSON CITY, STATEWIDE. NV B/L#: NVF19911015458-R PROPOSERS: KIMLEY-HORN, ATKIN, STANTEC, WOOD RODGERS.
51	11118	00	LANDAUER, INC.	RADIATION EXPOSURE MONITORING SERVICES	N	27,000.00	-	27,000.00	-	4-Apr-2018	30-Sep-2021	-	Service Provider	Construction	Reid	04-04-18: PROVIDE DOSIMETERS AND DOSIMETRY RADIATION EXPOSURE REPORTS FOR INDIVIDUAL PERSONNEL WORKING AROUND PORTABLE NUCLEAR GAUGES, A REQUIREMENT OF THE NUCLEAR REGULATORY COMMISSION, TO MAINTAIN THE DEPARTMENT'S NUCLEAR DENSITY GAUGE PROGRAM, STATEWIDE. NV B/L#: NVF20141203138-S
52	04718	00	LAS VEGAS PAVING CORPORATION	ROADWAY CONSTRUCTION	N	85,000.00	-	85,000.00	-	9-Apr-2018	31-Dec-2018	-	Service Provider	District I	Tracy/Mary	04-09-18: RECONSTRUCTION OF ROADWAY SEGMENT LOCATED ON NIPTON RD, CLARK COUNTY. NV B/L#: NVD19581000650-Q PROPOSERS: LAS VEGAS PAVING CORPORATION, AGGREGATE INDUSTRIES-SWR INC.
53	01318	00	LAS VEGAS PAVING CORPORATION	ROADWAY CONSTRUCTION	N	59,500.00	-	59,500.00	-	4-Apr-2018	31-Dec-2018	-	Service Provider	District I	Tracy/Mary	04-04-18: MILL AND FILL ON EXISTING PAVEMENT LOCATED ON US 93 BETWEEN MILEPOST 1.229 TO 1.286, CLARK COUNTY. NV B/L#: NVD19581000650-Q PROPOSERS: LAS VEGAS PAVING CORPORATION, AGGREGATE INDUSTRIES-SWR INC., GALT DEVELOPMENT
54	04418	00	MCGINLEY AND ASSOCIATES	INSPECTION OF UNDERGROUND STORAGE TANK SYSTEMS	N	104,665.00	-	104,665.00	-	13-Mar-2018	31-Dec-2018	-	Service Provider	Environmental	Cole	03-13-18: INSPECTION AND TESTING OF 27 DEPARTMENT UNDERGROUND STORAGE TANK (UST) SYSTEMS TO COMPLY WITH FEDERAL REGULATIONS, STATEWIDE. NV B/L# NVD20021218343-S
55	00218	00	NEVADA BARRICADE & SIGN COMPANY	TEMPORARY TRAFFIC CONTROL	N	184,325.00	-	184,325.00	-	6-Mar-2018	31-Jan-2019	-	Service Provider	District II	Tracy/Thor	03-06-18: PROVIDE TEMPORARY TRAFFIC CONTROL FOR BRIDGE INSPECTIONS LOCATED IN DISTRICT II, PERSHING, LYON, CHURCHILL, DOUGLAS, CARSON CITY, WASHOE, STOREY, AND MINERAL COUNTIES. NV B/L#: NVD20001224303-Q PROPOSERS: NEVADA BARRICADE & SIGN COMPANY, SILVER STATE BARRICADE & SIGN, TRENCH PLATE RENTAL COMPANY
56	02018	00	PAR ELECTRICAL CONTRACTORS	INSTALLATION OF LOOP DETECTORS	N	106,134.00	-	106,134.00	-	15-Mar-2018	31-Dec-2018	-	Service Provider	Traffic Information	Sondra	03-15-18: INSTALLATION OF LOOP DETECTORS LOCATED IN MULTIPLE LOCATIONS, LYON AND WASHOE COUNTIES. NV B/L#: NVD1993101312-Q PROPOSERS: PAR ELECTRIC CONTRACTORS, TITAN ELECTRICAL, MC4 CONSTRUCTION
57	01918	00	RANGER CONSTRUCTION, INC.	EQUIPMENT SHOP LIFT FOUNDATION	N	76,000.00	-	76,000.00	-	4-Apr-2018	31-Jan-2019	-	Service Provider	Architecture	Reid	04-04-18: CONSTRUCTION OF THE DISTRICT II HEADQUARTERS EQUIPMENT SHOP LIFT FOUNDATIONS, WASHOE COUNTY. NV B/L#: NVD20021491295-Q PROPOSERS: RANGER CONSTRUCTION, FACILITIES MANAGEMENT INC., REYMAN BROTHERS CONSTRUCTION



Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Notes
58	06617	00	RLS & ASSOCIATES	STATE OF NEVADA COORDINATED HUMAN SERVICES TRANSPORTATION PLAN	Y	190,718.42	-	190,718.42	-	5-Apr-2018	31-Dec-2018	-	Service Provider	Planning	Sondra	04-05-18: UPDATE THE STATE OF NEVADA COORDINATED HUMAN SERVICES TRANSPORTATION PLAN COMPLETED IN NOVEMBER OF 2011, IN ACCORDANCE WITH FEDERAL LAW, FOR RECIPIENTS OF FUNDING UNDER THE ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, STATEWIDE. NV B/L#:NVF20141376047-R PROPOSERS: RLS & ASSOCIATES, NELSON NYGAARD, LSC TRANSPORTATION
59	00818	01	ROSE INTERNATIONAL	CHERWELL ASSET MANAGEMENT SYSTEM	N	80,000.00	160,000.00	240,000.00	-	14-Mar-2018	30-Jun-2019	14-Mar-2018	Service Provider	Information Technologies	Robert	AMD 1 03-14-18: EXTEND TERMINATION DATE FROM 06-30-18 TO 06-30-19 AND INCREASE AUTHORITY BY \$160,000.00 FROM \$80,000.00 TO \$240,000.00 DUE TO AN INCREASE IN SCOPE OF SERVICES AND FOR THE RETENTION OF EXPERT SERVICES THROUGH FISCAL YEAR 2019. 03-14-18: MASTER SERVICES AGREEMENT TO PROVIDE RECOMMENDATIONS AND IMPLEMENT CHANGES TO THE DEPARTMENT'S CURRENT CHERWELL IT SERVICE MANAGEMENT (ITSM) AND ASSET MANAGEMENT SYSTEM TO IMPROVE ASSET TRACKING ABILITIES THROUGH THE END OF FISCAL YEAR 2018, CARSON CITY. NV B/L#: NVF20061702057
60	02318	00	ROYAL PANE JANITORIAL	JANITORIAL SERVICES	N	38,160.00	-	38,160.00	-	26-Mar-2018	31-Dec-2020	-	Service Provider	District III	Tracy/Boyd	03-26-18: PROVIDE JANITORIAL SERVICES FOR THE ELKO ADMINISTRATION AND TRAINING ROOM, ELKO COUNTY. NV B/L#: NVD20101425610-Q PROPOSERS: ROYAL PANE JANITORIAL, D&B PROFESSIONAL SERVICES, THE CLEAN TEAM
61	02818	00	SIERRA NEVADA CONSTRUCTION	FENCE IMPROVEMENTS	N	48,007.00	-	48,007.00	-	16-Apr-2018	31-Dec-2018	-	Service Provider	District II	Tracy/Thor	04-16-18: FENCE IMPROVEMENTS FOR US 50 LOCATED AT MILEPOST 13.77, LYON COUNTY. NV B/L#: NVD19881009372-Q PROPOSERS: SIERRA NEVADA CONSTRUCTION, MKD CONSTRUCTION, SPANISH SPRINGS CONSTRUCTION, INC.
62	56317	00	SOC NEVADA LLC	UPGRADING RAILROAD CROSSING	Y	20,000.00	-	20,000.00	2,000.00	10-Apr-2018	31-Dec-2018	-	Service Provider	Safety	Sondra	04-10-18: UPGRADING RAILROAD SIGNS AND PAVEMENT MARKINGS TO MEET MANUAL ON UNIFORMED TRAFFIC CONTROL DEVICES (MUTCD), FEDERAL RAILROAD ADMINISTRATION, AND THE DEPARTMENT'S CURRENT STANDARDS AT ALL PUBLIC AT-GRADE RAILROAD CROSSINGS ALONG THE HAWTHORNE ARMY DEPOT RAIL LINE, MINERAL COUNTY. NV B/L#: NVF20071393222
63	15018	00	WESTERN TECHNICAL RESOURCES	EXPERT WITNESS SERVICES	N	35,000.00	-	35,000.00	-	2-Jan-2018	31-Dec-2020	-	Service Provider	Agency Risk Management	Rudy	01-02-18: SERVICE AGREEMENT FOR CONSULTING AND POTENTIAL EXPERT/REBUTTAL WITNESS SERVICES FOR AN INVERSE CONDEMNATION ACTION TRIAL, CLARK COUNTY. NV B/L#: NVS20151099167-S
64	47717	01	ZEN CONSULTANTS, INC.	MAPPING AND CADD STANDARDS	N	557,000.00	-	557,000.00	-	11-Sep-2017	31-Dec-2019	12-Apr-2018	Service Provider	Design	Cole	AMD 1 04-12-18: NO COST AMENDMENT FOR CORRECTION OF INSURANCE LANGUAGE TO REFLECT THE SERVICE PROVIDER'S STATUS AS A SOLE PROPRIETOR AND OBTAIN THE WORKER'S COMPENSATION INSURANCE AFFIDAVIT. 09-11-17: CONSULTANT SERVICES TO DEVELOP NEW MAPPING AND CADD STANDARDS AND 3D MODELING WORKFLOWS AND UPGRADE THE DEPARTMENT TO THE LATEST CADD SOFTWARE PLATFORM, STATEWIDE. NV B/L# NVF20161177028-S



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

April 27, 2018

**TO:** Department of Transportation Board of Directors  
**FROM:** Rudy Malfabon, P.E., Director  
**SUBJECT:** May 14, 2018, Transportation Board of Directors Meeting  
**Item # 6:** Action Item: Condemnation Resolution No. 465  
US 50 from Roy's Rd. to US-95A, Widen from 2 to 4 Lanes, Phase 2; in Lyon County, Nevada.  
2 Owners, 3 Parcels – *For possible action*

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### Summary:

The Department is acquiring property rights for the widening and reconstruction of US Highway 50 from Roy's Road to US-95A, Lyon County, Nevada. The Department is seeking the Board's approval of a condemnation action for the unresolved acquisitions as described below.

### Background:

1. Entrust Administration Inc. – Negotiations are unresolved for the acquisitions from Entrust Administration Inc. It is necessary to acquire a 21,291 square-foot (0.49 acres) acquisition in fee and a 586 square-foot temporary construction easement, for the construction of the project (Attachment 1 - Location Map 1/2).

**The acquisition in question, which lies along the south side of US 50 is located between Hackberry St. and Mulberry St. in Silver Spring, Lyon County, and is highlighted in orange color on the right-of-way plans that are part of the Condemnation Resolution (Attachment 2).**

2. ERGS Inc. – Negotiations are unresolved for the acquisitions from ERGS Inc. It is necessary to acquire a total of 15,911 square-foot (0.37 acres) acquisition in fee, for the construction of the project (Attachment 1 - Location Map 2/2).

**The acquisition in question, which lies along the north side of US 50 about 1.1 miles west of the intersection of US 50 and SR 95A, is in Silver Spring, Lyon County, and is highlighted in pink color on the right-of-way plans that are part of the Condemnation Resolution (Attachment 2).**

The Department has submitted offers to the owners and is continuing to work towards settlement, however, the Department is requesting this condemnation resolution to meet construction deadlines.

**Analysis:**

A condemnation resolution is requested so that the Department can certify the right-of-way to the Federal Highway Administration, and file any necessary pleading in any condemnation proceeding, pursuant to NRS Chapter 241, all required notices regarding this open meeting have been served.

**Recommendation for Board Action:**

Board approval of this resolution of condemnation is respectfully requested.

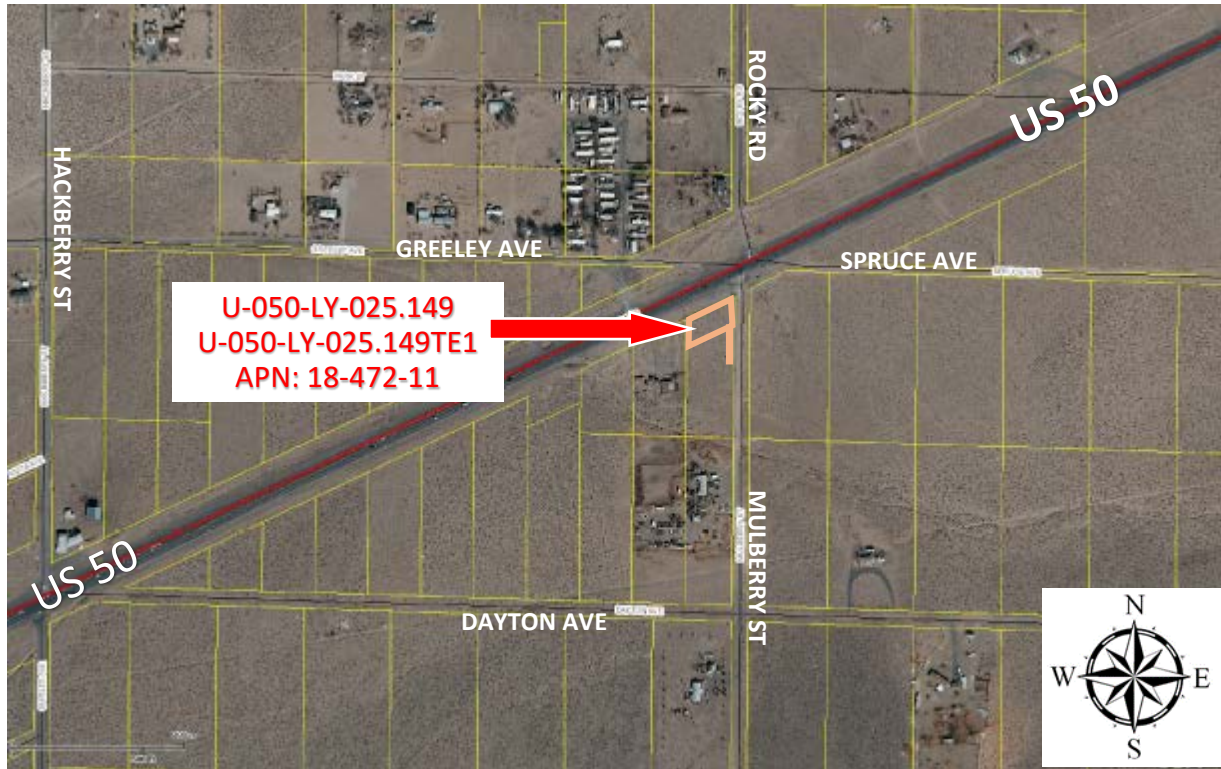
**List of Attachments:**

1. Location map
2. Condemnation Resolution No. 465 with Right-of-Way plans
3. Section 408.503 of the Nevada Revised Statutes
4. Section 241.034 of the Nevada Revised Statutes

**Prepared by:**

Agency Risk Management Division (NDOT).

## LOCATION MAP 1/2



### CONDEMNATION RESOLUTION NO. 465

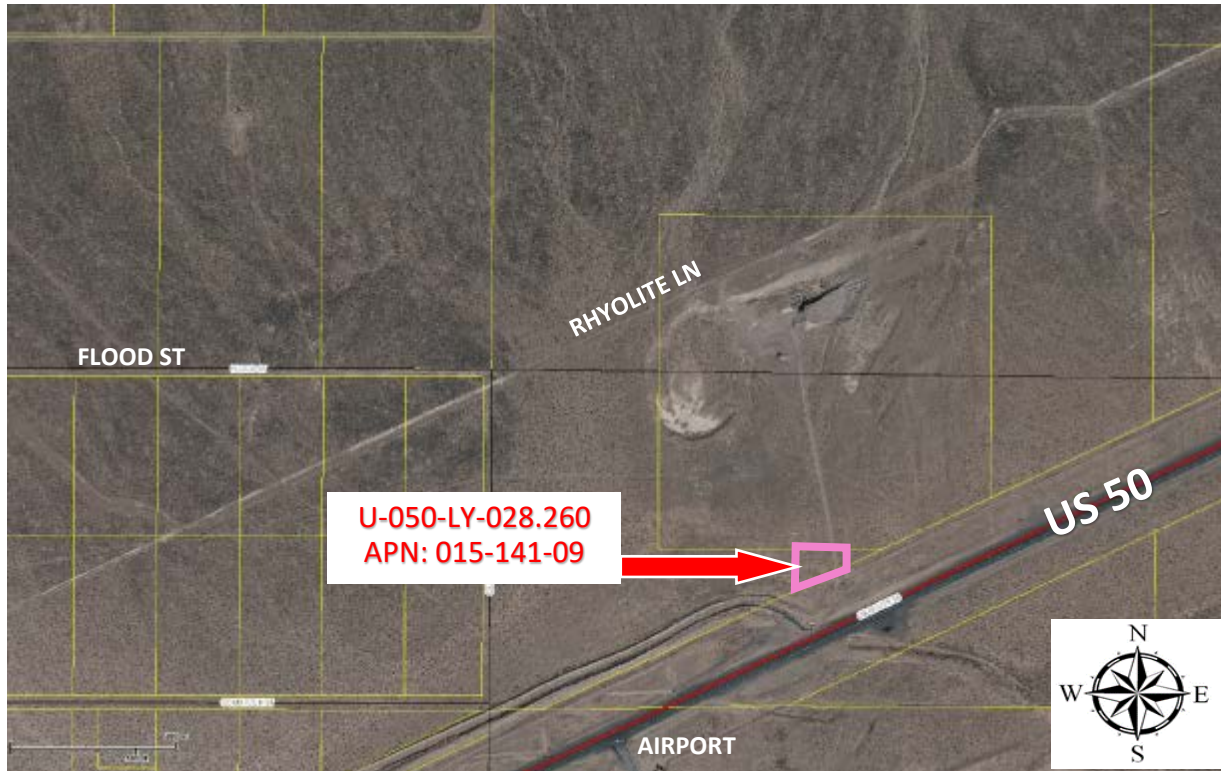
DESCRIPTION: US-50 From Roy's Rd. to SR-95A; Widen from 2 to 4 Lanes

Project US-50 Phase 2 Widening

In Silver Springs, County of Lyon, State of Nevada

## ATTACHMENT 1

## LOCATION MAP 2/2



### CONDEMNATION RESOLUTION NO. 465

DESCRIPTION: US-50 From Roy's Rd. to US-95A; Widen from 2 to 4 Lanes

Project US-50 Phase 2 Widening

In Silver Springs, County of Lyon, State of Nevada

## ATTACHMENT 1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEPARTMENT OF TRANSPORTATION AUTHORIZING ACQUISITION BY CONDEMNATION OF PROPERTY FOR THE WIDENING AND RECONSTRUCTION OF US-50, FROM ROY'S ROAD TO US-95A, IN AN UNINCORPORATED AREA OF LYON COUNTY, NEVADA

CONDEMNATION RESOLUTION NO. 465

WHEREAS, the Department of Transportation of the State of Nevada (hereinafter the "Department") is empowered by chapter 408 of the Nevada Revised Statutes to acquire real property, interests therein, and improvements located thereon for the construction and maintenance of highways; and

WHEREAS, the Department has determined that the public interest and necessity require the acquisition, construction, and completion by the State of Nevada, acting by and through the Department, of a public improvement, namely the widening and reconstruction of US-50, from Roy's Road to US-95A, in an unincorporated area of Lyon County, State of Nevada and that the real property hereinafter described is necessary for said public improvement; and

WHEREAS, the right-of-way plans are attached hereto and incorporated herein depicting the parcels described herein; and

WHEREAS, the Department plans to obligate federal-aid funds for this project, and let a construction contract for said project, and the real property hereinafter described will be needed for said highway project; and

WHEREAS, pursuant to section 408.503 of the Nevada Revised Statutes, the Department shall not commence any legal action in eminent domain until the Board of Directors of the Department adopts a resolution declaring that the public interest and necessity require the highway improvement and that the property described is necessary for such improvement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Department, pursuant to section 408.503 of the Nevada Revised Statutes:

That the public interest and necessity require the acquisition, construction, reconstruction, improvement, maintenance or completion by the State of Nevada, acting through the Department, of a public improvement, namely a public highway; and that the real property hereinafter described is necessary for said public improvement; and

That the proposed construction of said public highway improvement on and along an alignment heretofore approved is planned and located in a manner which will be the most compatible with the greatest public good and the least private injury.

BE IT FURTHER RESOLVED THAT the Department be and is hereby authorized and directed:

To acquire in the name of and in behalf of the State of Nevada, in fee simple absolute, unless a lesser estate is hereinafter described, the following described real property and interests therein by the exercise of the power of eminent domain in accordance with the provisions of chapters 37 and 408 of the Nevada Revised Statutes;

To commence and prosecute, if necessary, in the name of the State of Nevada, condemnation proceedings in the proper court to condemn said real property and interests therein; and

To make application to said court for an order permitting the Department to take possession and use of said real property as may be necessary for construction of said public highway improvement, and to pledge the public faith

and credit of the State of Nevada as security for such entry or, should the Department deem such advisable, to deposit with the Clerk of such court, in lieu of such pledge, a sum equal to the value of the premises sought to be condemned as appraised by the Department, and to acquire the following real property:

PARCEL NOS. U-050-LY-025.149 and U-050-LY-025.149 TE1, owned by Entrust Administration, Inc. FBO Steve A. Handa, IRA #32708 as to an undivided 50% interest and Entrust Administration, Inc. FBO Mitchell Matsumoto, IRA #32709 as to an undivided 50% interest.

Said real property situate, lying and being in the County of Lyon, State of Nevada, and more particularly described as being portions of the NE 1/4 of the NW 1/4 of Section 33, T. 18 N., R. 24 E., M.D.M., and further described as being portions of Lot 25, shown and delineated on that certain subdivision map of RAMSEY SUB'N No. 3, filed for record on October 5, 1954, in the official records of Lyon County, Nevada, as File No. 66296, and more fully described by metes and bounds as follows:

PARCEL NO. U-050-LY-025.149 to be acquired fee simple.

COMMENCING at a 1 inch iron pipe in rock mound accepted as the southwest corner of said Section 33, shown and delineated as "FOUND 3/4" I. P." on that certain RECORD OF SURVEY FOR Stewart Title Company filed for record on April 10, 2007, in the official records of Lyon County, Nevada, as File No. 404081; thence N. 27°50'13" E. a distance of 5,754.91 feet to the POINT OF BEGINNING; said point of beginning being the intersection of the westerly right-of-way line of Mulberry Street, shown and delineated



on said subdivision map, and the right or southeasterly right-of-way line of US-50, 188.00 feet right of and at right angles to Highway Engineer's Station "X2" 1384+62.41 P.O.T.; thence S. 65°10'53" W., along said southeasterly right-of-way line of US-50, a distance of 202.77 feet to the westerly boundary line of said Lot 25; thence N. 0°50'34" E., along the former westerly boundary line of said Lot 25, a distance of 116.49 feet to the former right or southeasterly right-of-way line of said US-50; thence N. 65°10'53" E., along said southeasterly right-of-way line, a distance of 202.76 feet to the former westerly right-of-way line of said Mulberry Street; thence S. 0°50'13" W., along said former westerly right-of-way line, a distance of 116.48 feet to the point of beginning; said parcel contains an area of 21,291 square feet (0.49 acres).

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

PARCEL NO. U-050-LY-025.149TE1 to be acquired as a temporary construction easement for a three-year period commencing on the date of occupancy.

COMMENCING at a 1 inch iron pipe in rock mound accepted as the southwest corner of said Section 33, shown and delineated as "FOUND 3/4" I. P." on that certain RECORD OF SURVEY FOR Stewart Title Company filed for record on April 10, 2007, in the official records of Lyon County, Nevada, as File No. 404081; thence N. 27°50'13" E. a distance of 5,754.91 feet to the POINT OF

BEGINNING; said point of beginning being the intersection of the westerly right-of-way line of Mulberry Street, shown and delineated on said subdivision map, and the right or southeasterly right-of-way line of US-50, 188.00 feet right of and at right angles to Highway Engineer's Station "X2" 1384+62.41 P.O.T.; thence S. 0°50'13" W., along said westerly right-of-way line of Mulberry Street, a distance of 49.92 feet; thence N. 89°09'47" W., a distance of 12.00 feet, thence N. 0°27'54" W. a distance of 43.69 feet to said southeasterly right-of-way line of US-50; thence N. 65°10'53" E., along said right-of-way line of US-50, a distance of 14.41 feet to the point of beginning; said parcel contains an area of 586 square feet (0.01 acres).

PARCEL NO. U-050-LY-028.260, owned by ERGS, Inc., a Nevada Corporation, to be acquired in fee simple.

Said real property situate, lying and being in the County of Lyon, State of Nevada, and more particularly described as being a portion of Section 24, T. 18 N., R. 24 E., M.D.M., and more fully described by metes and bounds as follows:

COMMENCING at a #5 REBAR WITH YELLOW PLASTIC CAP STAMPED "OSGOOD 445", accepted as the center quarter corner of said Section 24, shown and delineated as "Fd. 5/8" REBAR & CAP PLS 445" on that certain RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR PHILLIP D. OVERHOLTZER, LINDA L. OVERHOLTZER & SILVER

SPRINGS AIRPORT, L.L.C., filed for record on December 8, 2005, in the official records of Lyon County, Nevada, as File No. 370133; thence S. 59°22'12" W., a distance of 1,548.21 feet, to the POINT OF BEGINNING; said point of beginning being on the left or northwesterly right-of-way line of US-50, 217.00 feet left of and at right angles to Highway Engineer's Station "X2" 1546+93.00 P.O.T.; thence along said right-of-way line the following three (3) courses and distances:

- 1) N. 0°57'49" E. – 151.57 feet;
- 2) S. 89°02'11" E. – 133.27 feet;
- 3) S. 0°57'49" W. – 87.20 feet to the former northwesterly right-of-way line of US-50;

thence S. 65°10'53" W., along said former right-of-way line, a distance of 148.00 feet to the point of beginning; said parcel contains an area of 15,911 square feet (0.37 acres).

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

The Basis of Bearing for these descriptions is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

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BE IT FURTHER RESOLVED that the Director, Deputy Director, and Chief Counsel of the Department have the power to enter into any stipulations or file any necessary pleadings in any condemnation proceeding and to bind the Department of Transportation in the completion of this project.

Adopted this \_\_\_\_\_ day of May, 2018.

ON BEHALF OF  
STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
BOARD OF DIRECTORS

\_\_\_\_\_  
Secretary to the Board  
William H. Hoffman

\_\_\_\_\_  
Chairman – Brian Sandoval  
Governor

APPROVED AS TO LEGALITY  
AND FORM

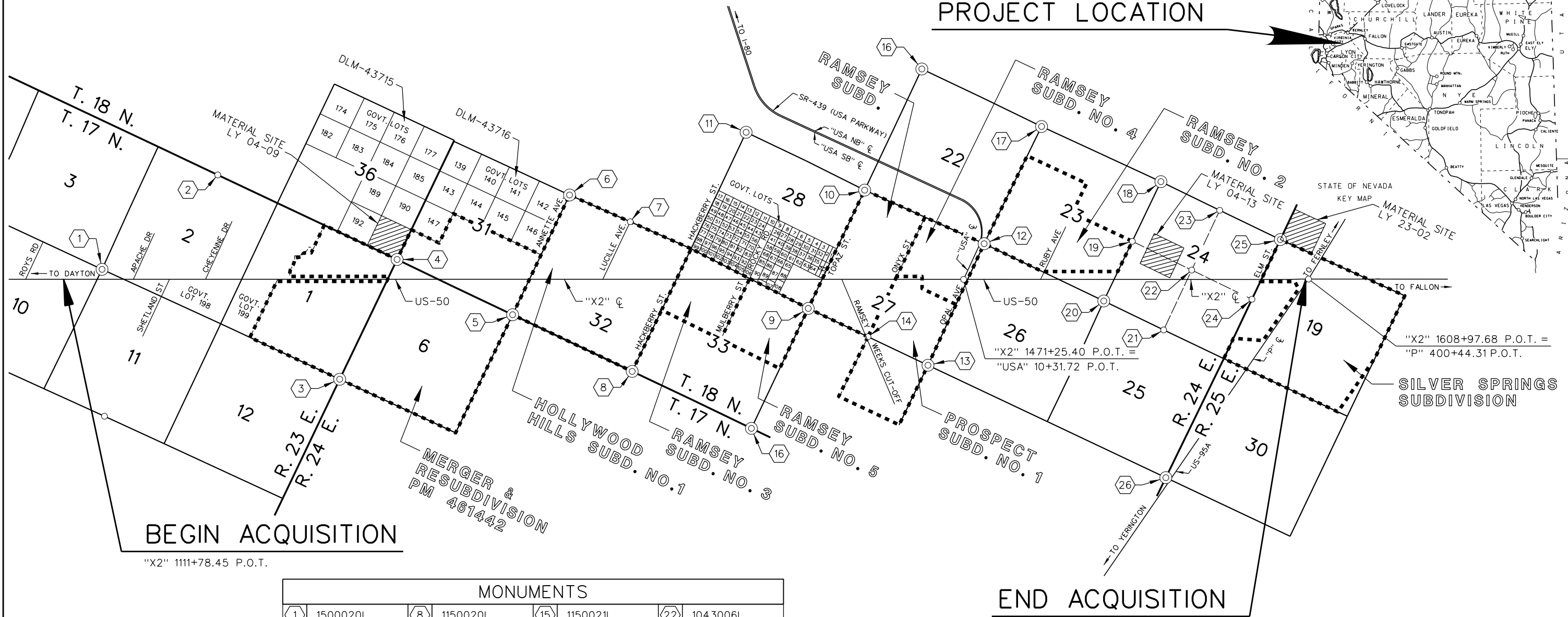
\_\_\_\_\_  
Dennis Gallagher, Chief Counsel  
Department of Transportation

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73475	SPF-050-2(019)	LYON	1

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
RIGHT-OF-WAY PROJECT



PROJECT LOCATION



"X2" 1111+78.45 P.O.T.

"X2" 1607+88.37 P.O.T.

MONUMENTS							
1	1500020L	8	1150020L	15	1150021L	22	1043006L
2	1150093L	9	811037L	16	1150023L	23	1043009L
3	1500022L	10	1277003L	17	1150025L	24	1043007L
4	1150016L	11	1150034L	18	1043008L	25	1043010L
5	1150032L	12	1150024L	19	1043005L	26	1043001L
6	1150027L	13	811036L	20	1043002L		
7	1150026L	14	811035L	21	1043003L		

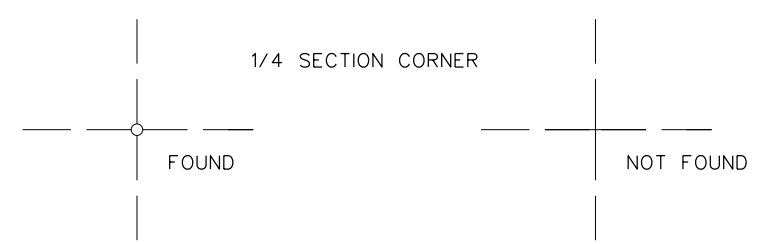
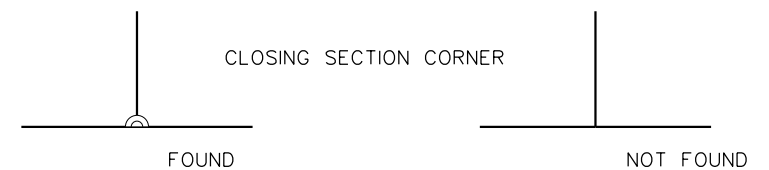
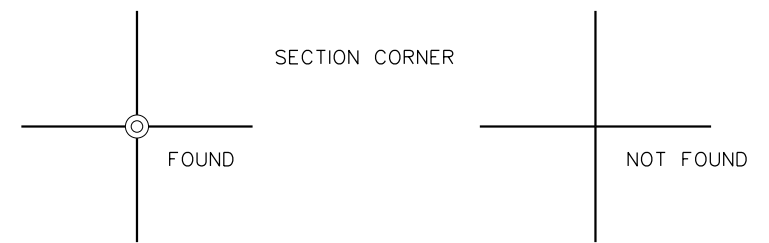
NEVADA DOT	R/W DIVISION	
	TRACED	CJH
	CHECKED	
PHONE (775) 887-7470		

STATE OF NEVADA DEPARTMENT OF TRANSPORTATION  
 LY-04  
 DATE: JANUARY 26, 2017  
 US-50 FROM ROY'S RD. TO US-95A  
 WIDEN FROM 2 TO 4 LANES  
 SCALE 1" = 4,000' SHEET 1 OF 45

# LEGEND OF RIGHT-OF-WAY SYMBOLS

- C/A CONTROL OF ACCESS
- ☉ CENTERLINE
- C/P PERMISSION TO CONSTRUCT
- Δ DELTA
- L ARC LENGTH
- LT. LEFT
- P.C. POINT OF CURVATURE
- P.C.C. POINT OF COMPOUND CURVATURE
- PE PERMANENT EASEMENT
- P/L PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT ON CURVE
- P.O.E. POINT OF ENDING
- P.O.T. POINT ON TANGENT
- P.R.C. POINT OF REVERSE CURVATURE
- P.T. POINT OF TANGENCY
- R RADIUS
- REM. REMAINDER
- RT. RIGHT
- R/W RIGHT-OF-WAY
- TE TEMPORARY EASEMENT

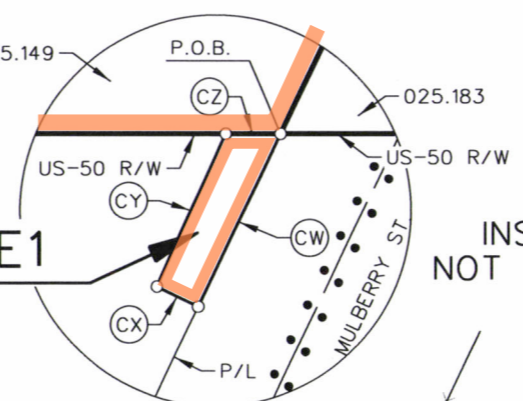
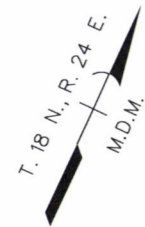
	CONTROL OF ACCESS WITH FENCE OR BARRIER. (TICKS FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A ON THE R/W LINE. TICKS FACING TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W).
	CONTROL OF ACCESS WITHOUT A FENCE OR BARRIER. ("DRAGON'S TEETH" FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A ON THE R/W LINE. "DRAGON'S TEETH" FACING TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W).
	LOCATION AT WHICH ACCESS TO THE FREEWAY IS PERMITTED BY THE STATE
	SUBDIVISION BOUNDARY
	RESERVATION OR PARK BOUNDARY
	STATE LINE
	COUNTY LINE
	CITY OR TOWN LIMITS
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	1/64 SECTION LINE
	1/256 SECTION LINE
	FENCE LINE



STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
DATE: FEBRUARY 15, 2017  
**R/W PLANS**

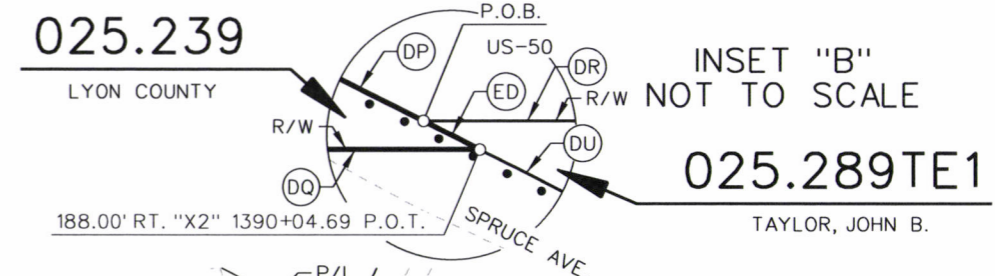
PARCEL NO. PREFIX: U-050-LY-

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73475	SPF-050-2(019)	LYON	22



025.149TE1

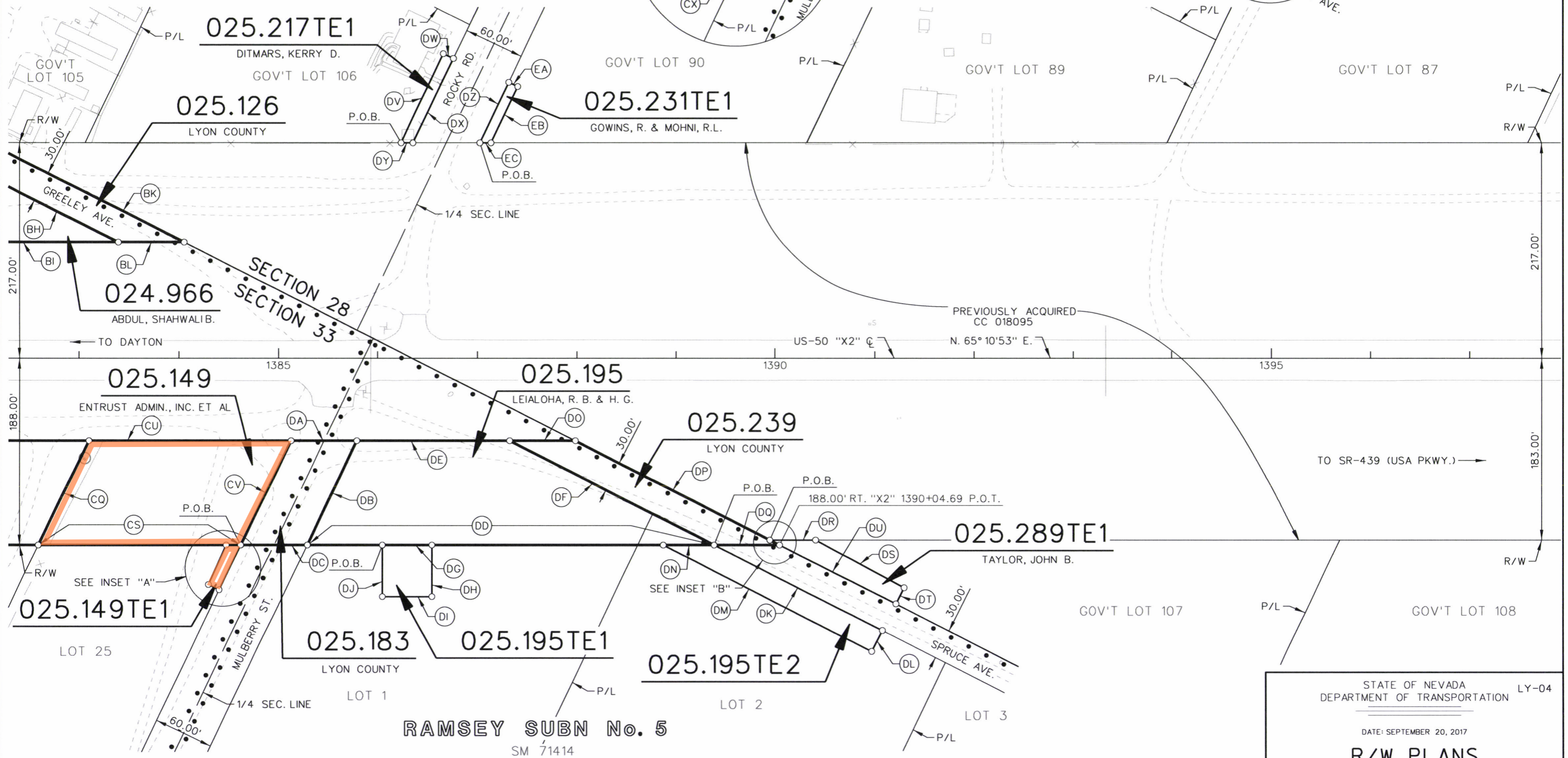
INSET "A"  
NOT TO SCALE



INSET "B"  
NOT TO SCALE

025.289TE1

TAYLOR, JOHN B.



MAP ID NO.: 27411  
 \District 2\73475\037\_RightOfWay\RW Plans\73475\_Sheet22.dgn

SEE SHEETS 39 AND 40 FOR R/W ENGINEERING BOXES FOR THIS SHEET



DATE OF LAST REVISION:	
R/W DIVISION	
TRACED	AKR/SXT
CHECKED	CJH
PHONE (775) 888-7470	

STATE OF NEVADA DEPARTMENT OF TRANSPORTATION LY-04  
 DATE: SEPTEMBER 20, 2017  
**R/W PLANS**  
 APPROVED: *John Taylor*  
 MANAGER II, R/W SURVEY SERVICES  
 SCALE 1" = 100'  
 SHEET 22 OF 46

PARCEL NO. PREFIX: U-050-LY-

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73475	SPF-050-2(019)	LYON	33



ERGS, INC.

028.260

MATERIAL SITE  
LY 04-13  
CC 021630

ERGS, INC.

353.48' LT. "X2" @ 1547+58.93 P.O.T.

S. 89° 02' 11" E. - 133.27'

295.51' LT. "X2" @ 1548+78.93 P.O.T.

N. 0° 57' 49" E. - 151.57'

S. 0° 57' 49" W. - 87.20'

P.O.B. = 217.00' LT. "X2" @ 1546+93.00 P.O.T.

217.00' LT. "X2" @ 1548+41.00 P.O.T.

S. 65° 10' 53" W. - 148.00'

TIE: S. 59° 22' 12" W. - 1548.21' FROM THE  
C 1/4 COR. SEC. 24 T. 18 N., R. 24 E., M.D.M.

PREVIOUSLY ACQUIRED  
CC 018095 AND NEV 047997

US-50 "X2" @

N. 65° 10' 53" E.

S. 1/16 SEC. LINE

W. 1/16 SEC. LINE

ERGS, INC.

LYON COUNTY  
(SILVER SPRINGS AIRPORT, L.L.C.)  
PARCEL A  
APN 015-151-05  
ROS 362027



DATE OF LAST REVISION:	
R/W DIVISION	
TRACED	AKR/SXT
CHECKED	CJH
PHONE (775) 888-7470	

STATE OF NEVADA LY-04  
DEPARTMENT OF TRANSPORTATION

DATE: JANUARY 26, 2017

R/W PLANS

APPROVED:

MEMBER 1, R/W SURVEY SERVICES

SCALE 1" = 100'

SHEET 33 OF 45





PARCEL NO. PREFIX: U-050-LY-										PROPERTY SCHEDULE				PROJECT NO.	E. A. NO.	COUNTY	SHEET NO.
STATE OF NEVADA DEPT. OF TRANSPORTATION										ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED				SPF-050-2(019)	73475	LYON	44
PARCEL NO.	GRANTOR	GROSS AREA OF ACQSN.	R/W AREA	EXCESS AREA	REMAINDER		ACQUISITION RECORDING DATA			SURPLUS LAND DATA			REMARKS				
					LT.	RT.	INST. OR DOC.	BK. PG.	DATE TYPE	AREA	INST. OR DOC.	BK. PG.		DATE TYPE			
025.126	LYON COUNTY	7,508	7,508										GREELEY AVENUE				
025.128TE1	PLEASANT SPRING PROPERTIES LLC	694											TEMPORARY CONSTRUCTION EASEMENT				
025.149	ENTRUST ADMINISTRATION, INC ET AL.	21,291	21,291			67,266											
025.149TE1	ENTRUST ADMINISTRATION, INC ET AL.	586											TEMPORARY CONSTRUCTION EASEMENT				
025.183	LYON COUNTY	6,989	6,989										MULBERRY STREET				
025.195	LEIALOHA, ROY B. SR., AND HELEN G.	29,523	29,523			8.32 AC.											
025.195TE1	LEIALOHA, ROY B. SR., AND HELEN G.	2,600	2,600										TEMPORARY CONSTRUCTION EASEMENT				
025.195TE2	LEIALOHA, ROY B. SR., AND HELEN G.	4,991	4,991										TEMPORARY CONSTRUCTION EASEMENT				
025.217TE1	DITMARS, KERRY D.	1,064											TEMPORARY CONSTRUCTION EASEMENT				
025.231TE1	GOWINS, ROBERT & MOHNI, ROBERT LEE	652											TEMPORARY CONSTRUCTION EASEMENT				
025.239	LYON COUNTY	6,946	6,946										SPRUCE AVENUE				
025.289TE1	TAYLOR, JOHN BOYD	2,401											TEMPORARY CONSTRUCTION EASEMENT				
025.750TE1	LYON COUNTY (DELETED)												PARCEL DELETED PER R/W SETTING REVISION #2, DATED 12/20/16				
025.767TE1	UNITED STATES OF AMERICA	1,669											TEMPORARY CONSTRUCTION EASEMENT				
025.768	LYON COUNTY	3,323	3,323										TOPAZ STREET				
025.773	HALL, GEORGE R. & MARY B.	5,642	5,642			3.15AC											
025.773TE1	HALL, GEORGE R. & MARY B.	166											TEMPORARY CONSTRUCTION EASEMENT				
025.836	ANTLES, CARL D. & GENEVIEVE M.	2,923	2,923			2.42AC											
025.905	H. SIEGEL & R. DENN TRUST	2,923	2,923			54,074											
025.906	MONTOOTH TRUST	18,093	18,093			65,284							TO BE DEEDED TO LYON COUNTY				
025.974	CHAIKIN, S. & JOHNSON, E.	2,923	2,923			4.83AC											
026.044	ANTLES, CARL D. & GENEVIEVE M.	2,923	2,923			3.66AC											
026.113	MOUNTAINGATE EQUITIES, LLC, ET AL.	7,706	7,706			4.00AC											

CK'D BY:  
CJH

STATE OF NEVADA LY-04  
DEPT. OF TRANSPORTATION RW DIVISION  
DATE: JUNE 12, 2017  
R/W PLANS  
SHEET 44 OF 46 SHEETS

MAP ID NO.: 27411

DATE OF LAST REVISION: 09/20/17

PARCEL NO. PREFIX: U-050-LY-		PROPERTY SCHEDULE								PROJECT NO.		E. A. NO.	COUNTY	SHEET NO.	
STATE OF NEVADA DEPT. OF TRANSPORTATION								ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED				SPF-050-2(019)	73475	LYON	44
PARCEL NO.	GRANTOR	GROSS AREA OF ACQSN.	R/W AREA	EXCESS AREA	REMAINDER		ACQUISITION RECORDING DATA			SURPLUS LAND DATA			REMARKS		
					LT.	RT.	INST. OR DOC.	BK. PG.	DATE TYPE	AREA	INST. OR DOC.	BK. PG.		DATE TYPE	
026.292	WETTELAND, WAYNE R														
026.292TE1	WETTELAND, WAYNE R													TEMPORARY CONSTRUCTION EASEMENT	
026.292TE2	WETTELAND, WAYNE R													TEMPORARY CONSTRUCTION EASEMENT	
026.295	LYON COUNTY													TWAIN AVENUE & ONYX STREET	
026.327	GALLAGHER, LUANNE TR														
026.327TE1	GALLAGHER, LUANNE TR													TEMPORARY CONSTRUCTION EASEMENT	
026.351	TEEL, GARY C														
026.411	KUYS, FRANK ANTHONY & JOAN M														
026.480	MUSGRAVE, ROBERT GARY														
026.549	PARKER, JAMES S/PARKER, THOMAS														
026.618	HAND, LOGAN G & DEBRA L														
026.748	MC COY, ANDREW GEORGE BRIAN ET														
026.766TE1	BOWERS-USA LLC													TEMPORARY CONSTRUCTION EASEMENT	
026.808	WILSON, RODGER ET AL														
026.809	LEPIRE, EUGENE J & JUDITH L TRS														
026.813	BOWERS-USA LLC														
026.813TE1	BOWERS-USA LLC													TEMPORARY CONSTRUCTION EASEMENT	
028.260	ERGS, INC.	15,911	15,911		167.63AC										
028.697	SILVER SPRINGS AIRPORT, L.L.C.	10,584	10,584			60.54AC									
028.697TE1	SILVER SPRINGS AIRPORT, L.L.C.	576												TEMPORARY CONSTRUCTION EASEMENT	
028.841TE1	RUMERY, HARRY E TR	1,312												TEMPORARY CONSTRUCTION EASEMENT	
028.841TE2	RUMERY, HARRY E TR	744												TEMPORARY CONSTRUCTION EASEMENT	
029.085	LYON COUNTY													ELM STREET	

**STATE OF NEVADA** LY-04  
 DEPT. OF TRANSPORTATION R/W DIVISION  
 DATE: JANUARY 26, 2017  
**R/W PLANS**  
 SHEET 44 OF 45 SHEETS

MAP ID NO.: 27411

DATE OF LAST REVISION:

CK'D BY:  
CJH

**NRS 408.503 Eminent domain: Resolution by Board; precedence over other legal actions.**

1. The Department shall not commence any legal action in eminent domain until the Board adopts a resolution declaring that the public interest and necessity require the acquisition, construction, reconstruction, improvement or completion by the State, acting through the Department, of the highway improvement for which the real property, interests therein or improvements thereon are required, and that the real property, interests therein or improvements thereon described in the resolution are necessary for such improvement.

2. The resolution of the Board is conclusive evidence:

(a) Of the public necessity of such proposed public improvement.

(b) That such real property, interests therein or improvements thereon are necessary therefor.

(c) That such proposed public improvement is planned or located in a manner that will be most compatible with the greatest public good and the least private injury.

3. All legal actions in all courts brought under the provisions of this chapter to enforce the right of eminent domain take precedence over all other causes and actions not involving the public interest, to the end that all such actions, hearings and trials thereon must be quickly heard and determined.

(Added to NRS by 1957, 691; A 1960, 392; [1987, 1810](#); [1989, 1306](#))

**NRS 241.034 Meeting to consider administrative action against person or acquisition of real property by exercise of power of eminent domain: Written notice required; exception.**

1. Except as otherwise provided in subsection 3:
  - (a) A public body shall not consider at a meeting whether to:
    - (1) Take administrative action against a person; or
    - (2) Acquire real property owned by a person by the exercise of the power of eminent domain,↳ unless the public body has given written notice to that person of the time and place of the meeting.
  - (b) The written notice required pursuant to paragraph (a) must be:
    - (1) Delivered personally to that person at least 5 working days before the meeting; or
    - (2) Sent by certified mail to the last known address of that person at least 21 working days before the meeting.↳ A public body must receive proof of service of the written notice provided to a person pursuant to this section before the public body may consider a matter set forth in paragraph (a) relating to that person at a meeting.
2. The written notice provided in this section is in addition to the notice of the meeting provided pursuant to [NRS 241.020](#).
3. The written notice otherwise required pursuant to this section is not required if:
  - (a) The public body provided written notice to the person pursuant to [NRS 241.033](#) before holding a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of the person; and
  - (b) The written notice provided pursuant to [NRS 241.033](#) included the informational statement described in paragraph (b) of subsection 2 of that section.
4. For the purposes of this section, real property shall be deemed to be owned only by the natural person or entity listed in the records of the county in which the real property is located to whom or which tax bills concerning the real property are sent.  
(Added to NRS by [2001, 1835](#); A [2001 Special Session, 155](#); [2005, 2247](#))



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

April 27, 2018

**TO:** Department of Transportation Board of Directors  
**FROM:** Rudy Malfabon, P.E., Director  
**SUBJECT:** May 14, 2018, Transportation Board of Directors Meeting  
**Item # 7:** Action Item: Condemnation Resolution No. 467  
US 50 from Roy's Rd. to US-95A, Widen from 2 to 4 Lanes, Phase 2; in Lyon County, Nevada.  
5 Owners, 7 Parcels – *For possible action*

---

### Summary:

The Department is acquiring property rights for the widening and reconstruction of US Highway 50 from Roy's Road to US-95A, Lyon County, Nevada. The Department is seeking the Board's approval of a condemnation action for the unresolved acquisitions as described below.

### Background:

1. **Nicole Fair.** – Negotiations are unresolved for the acquisitions from Nicole Fair. It is necessary to acquire a 2,600 square-foot (0.06 acres) acquisition in fee, for the construction of the project (Attachment 1 - Location Map 1/5).

**The acquisition in question, which is located south of Anita Ave, 1,282+/- feet west of Lucille Avenue in Silver Spring, Lyon County, and is highlighted in rose color on the right-of-way plans that are part of the Condemnation Resolution (Attachment 2).**

2. **Justin & Corina Perry.** – Negotiations are unresolved for the acquisitions from Justin & Corina Perry. It is necessary to acquire a 5,200 square-foot (0.12 acres) acquisition in fee, for the construction of the project (Attachment 1 - Location Map 2/5).

**The acquisition in question, which is located south of Anita Ave, 882+/- feet west of Lucille Avenue in Silver Spring, Lyon County, and is highlighted in blue color on the right-of-way plans that are part of the Condemnation Resolution (Attachment 2).**

3. **John R. Traxler.** – Negotiations are unresolved for the acquisitions from John R. Traxler. It is necessary to acquire a total of 2,600 square-foot (0.06 acres) acquisition in fee, for the construction of the project (Attachment 1 - Location Map 3/5).

**The acquisition in question, which is located south of Anita Ave, 682+/- feet west of Lucille Avenue in Silver Spring, Lyon County, and is highlighted in rose color on the right-of-way plans that are part of the Condemnation Resolution (Attachment 2).**

4. **303050 LLC.** – Negotiations are unresolved for the acquisitions from 303050 LLC. It is necessary to acquire a total of 46,407 square-foot (1.07 acres) acquisition in fee, for the construction of the project (Attachment 1 - Location Map 4/5).

**The acquisition in question, which lies on the north side of Bowers Avenue and to the West of USA Parkway, is in Silver Spring, Lyon County. This parcel is improved with a manufacture home and septic system and is highlighted in orange color on the right-of-way plans that are part of the Condemnation Resolution (Attachment 2).**

5. **Bowers-USA LLC.** – Negotiations are unresolved for the acquisitions from Bowers-USA LLC. It is necessary to acquire a total of 1,270 square-foot (0.03 acres) acquisition in fee, and two temporary easements of 1,656 square-foot (0.04 acres) and 960 square-foot (0.02 acres) respectively, for the construction of the project (Attachment 1 - Location Map 5/5).

**The acquisition in question, which lies on the north side of Bowers Avenue and to the West of USA Parkway, is in Silver Spring, Lyon County. This parcel is improved with industrial buildings, power, well, septic system and perimeter fencing, and is highlighted in violet color on the right-of-way plans that are part of the Condemnation Resolution (Attachment 2).**

The Department has submitted offers to the owners and is continuing to work towards settlement, however, the Department is requesting this condemnation resolution to meet construction deadlines.

**Analysis:**

A condemnation resolution is requested so that the Department can certify the right-of-way to the Federal Highway Administration, and file any necessary pleading in any condemnation proceeding, pursuant to NRS Chapter 241, all required notices regarding this open meeting have been served.

**Recommendation for Board Action:**

Board approval of this resolution of condemnation is respectfully requested.

**List of Attachments:**

1. Location map
2. Condemnation Resolution No. 467 with Right-of-Way plans
3. Section 408.503 of the Nevada Revised Statutes
4. Section 241.034 of the Nevada Revised Statutes

**Prepared by:**

Agency Risk Management Division (NDOT).



## LOCATION MAP 1/5



### CONDEMNATION RESOLUTION NO. 467

DESCRIPTION: US-50 From Roy's Rd. to US-95A; Widen from 2 to 4 Lanes

Project US-50 Phase 2 Widening

Silver Springs, County of Lyon, State of Nevada

## ATTACHMENT 1

## LOCATION MAP 2/5



### CONDEMNATION RESOLUTION NO. 467

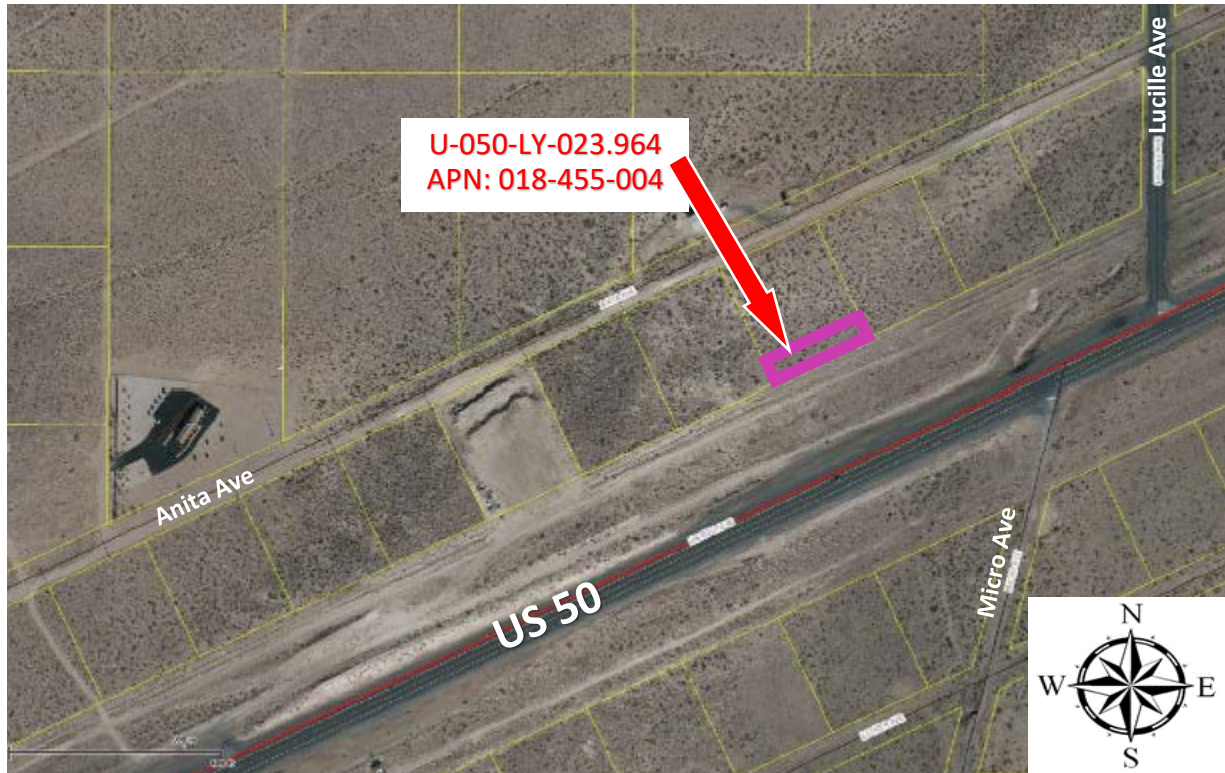
DESCRIPTION: US-50 From Roy's Rd. to US-95A; Widen from 2 to 4 Lanes

Project US-50 Phase 2 Widening

Silver Springs, County of Lyon, State of Nevada

**ATTACHMENT 1**

## LOCATION MAP 3/5



### CONDEMNATION RESOLUTION NO. 467

DESCRIPTION: US-50 From Roy's Rd. to US-95A; Widen from 2 to 4 Lanes

Project US-50 Phase 2 Widening

In Silver Springs, County of Lyon, State of Nevada

**ATTACHMENT 1**

## LOCATION MAP 4/5



### CONDEMNATION RESOLUTION NO. 467

DESCRIPTION: US-50 From Roy's Rd. to US-95A; Widen from 2 to 4 Lanes

Project US-50 Phase 2 Widening

In Silver Springs, County of Lyon, State of Nevada

**ATTACHMENT 1**

## LOCATION MAP 5/5



### CONDEMNATION RESOLUTION NO. 467

DESCRIPTION: US-50 From Roy's Rd. to US-95A; Widen from 2 to 4 Lanes

Project US-50 Phase 2 Widening

In Silver Springs, County of Lyon, State of Nevada

**ATTACHMENT 1**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEPARTMENT OF TRANSPORTATION AUTHORIZING ACQUISITION BY CONDEMNATION OF PROPERTY FOR THE WIDENING AND RECONSTRUCTION OF US-50, FROM ROY'S ROAD TO US-95A, IN AN UNINCORPORATED AREA OF LYON COUNTY, NEVADA

CONDEMNATION RESOLUTION NO. 467

WHEREAS, the Department of Transportation of the State of Nevada (hereinafter the "Department") is empowered by chapter 408 of the Nevada Revised Statutes to acquire real property, interests therein, and improvements located thereon for the construction and maintenance of highways; and

WHEREAS, the Department has determined that the public interest and necessity require the acquisition, construction, and completion by the State of Nevada, acting by and through the Department, of a public improvement, namely the widening and reconstruction of US-50, from Roy's Road to US-95A, in an unincorporated area of Lyon County, State of Nevada and that the real property hereinafter described is necessary for said public improvement; and

WHEREAS, the right-of-way plans are attached hereto and incorporated herein depicting the parcels described herein; and

WHEREAS, the Department plans to obligate federal-aid funds for this project, and let a construction contract for said project, and the real property hereinafter described will be needed for said highway project; and

WHEREAS, pursuant to section 408.503 of the Nevada Revised Statutes, the Department shall not commence any legal action in eminent domain until the Board of Directors of the Department adopts a resolution declaring that the public interest and necessity require the highway improvement and that the property described is necessary for such improvement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Department, pursuant to section 408.503 of the Nevada Revised Statutes:

That the public interest and necessity require the acquisition, construction, reconstruction, improvement, maintenance or completion by the State of Nevada, acting through the Department, of a public improvement, namely a public highway; and that the real property hereinafter described is necessary for said public improvement; and

That the proposed construction of said public highway improvement on and along an alignment heretofore approved is planned and located in a manner which will be the most compatible with the greatest public good and the least private injury.

BE IT FURTHER RESOLVED THAT the Department be and is hereby authorized and directed:

To acquire in the name of and in behalf of the State of Nevada, in fee simple absolute, unless a lesser estate is hereinafter described, the following described real property and interests therein by the exercise of the power of eminent domain in accordance with the provisions of chapters 37 and 408 of the Nevada Revised Statutes;

To commence and prosecute, if necessary, in the name of the State of Nevada, condemnation proceedings in the proper court to condemn said real property and interests therein; and

To make application to said court for an order permitting the Department to take possession and use of said real property as may be necessary for construction of said public highway improvement, and to pledge the public faith

and credit of the State of Nevada as security for such entry or, should the Department deem such advisable, to deposit with the Clerk of such court, in lieu of such pledge, a sum equal to the value of the premises sought to be condemned as appraised by the Department, and to acquire the following real property:

PARCEL NO. U-050-LY-023.812, owned by NICOLE FAIR, a single woman, to be acquired fee simple.

Said real property situate, lying and being in the County of Lyon, State of Nevada, and more particularly described as being a portion of the N 1/2 of the SW 1/4 of Section 32, T. 18 N., R. 24 E., M.D.M., and being a portion of Lot 53 of that certain subdivision map of HOLLYWOOD HILLS SUB'N. No. 1 filed for record on October 24, 1957, in the official records of Lyon County, Nevada, as File No. 73522, and more fully described by metes and bounds as follows:

COMMENCING at a 5/8 inch rebar with washer stamped "L.S. 235", accepted as the southwest corner of said Section 32, shown and delineated as "FD. 5/8" REBAR CAPPED LS 235" on that certain MERGER AND RESUBDIVISION PARCEL MAP FOR SULLIVAN/CROSBY TRUST filed for record on June 30, 2010, in the official records of Lyon County, Nevada, as File No. 461442; thence N. 29°33'47" E. a distance of 2,827.27 feet to the POINT OF BEGINNING; said point of beginning being on the left or northwesterly right-of-way line of US-50 and the northeasterly boundary line of said Lot 53, 230.00 feet left of and at right angles to Highway Engineer's Station "X2" 1314+09.64 P.O.T.; thence S. 24°50'22" E., along said northeasterly boundary line, a distance



of 13.00 feet, to the former left or northwesterly right-of-way line of US-50; thence S. 65°09'38" W., along said former right-of-way line, a distance of 200.00 feet to the southwesterly boundary line of said Lot 53; thence N. 24°50'22" W., along said southwesterly boundary line, a distance of 13.00 feet to said northwesterly right-of-way line; thence N. 65°09'38" E., along said right-of-way line, a distance of 200.00 feet to the point of beginning; said parcel contains an area of 2,600 square feet (0.06 acres).

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

PARCEL NO. U-050-LY-023.888, owned by JUSTIN PERRY AND CORINA PERRY, husband and wife as joint tenants with right of survivorship, to be acquired in fee simple.

Said real property situate, lying and being in the County of Lyon, State of Nevada, and more particularly described as being a portion of the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 32, T. 18 N., R. 24 E., M.D.M., and being a portion of Lots 55 and 56 of that certain subdivision map of HOLLYWOOD HILLS SUB'N. No. 1 filed for record on October 24, 1957, in the official records of Lyon County, Nevada, as File No. 73522, and more fully described by metes and bounds as follows:

COMMENCING at a 5/8 inch rebar with washer stamped "L.S. 235", accepted as the southwest corner of said Section 32, shown and delineated as "FD. 5/8" REBAR CAPPED LS 235" on that certain MERGER AND RESUBDIVISION PARCEL MAP FOR

SULLIVAN/CROSBY TRUST filed for record on June 30, 2010, in the official records of Lyon County, Nevada, as File No. 461442; thence N. 35°34'37" E. a distance of 3,333.49 feet to the POINT OF BEGINNING; said point of beginning being on the left or northwesterly right-of-way line of US-50 and the northeasterly boundary line of said Lot 56, 230.00 feet left of and at right angles to Highway Engineer's Station "X2" 1320+09.64 P.O.T.; thence S. 24°50'22" E., along said northeasterly boundary line, a distance of 13.00 feet to the former left or northwesterly right-of-way line of US-50; thence S. 65°09'38" W., along said former northwesterly right-of-way line, a distance of 400.00 feet, to the southwesterly boundary line of said Lot 55; thence N. 24°50'22" W., along said southwesterly boundary line, a distance of 13.00 feet to said northwesterly right-of-way line; thence N. 65°09'38" E., along said right-of-way line, a distance of 400.00 feet to the point of beginning; said parcel contains an area of 5,200 square feet (0.12 acres).

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

PARCEL NO. U-050-LY-023.964, owned by JOHN R. TRAXLER, to be acquired in fee simple.

Said real property situate, lying and being in the County of Lyon, State of Nevada, and more particularly described as being a portion of the SE 1/4 of the NW 1/4 of Section 32, T. 18 N., R. 24 E., M.D.M., and being a portion of Lot 57 of that certain subdivision map of HOLLYWOOD HILLS SUB'N. NO. 1 filed for

record on October 24, 1957, in the official records of Lyon County, Nevada, as File No. 73522, and more fully described by metes and bounds as follows:

COMMENCING at a 5/8 inch rebar with washer stamped "L.S. 235", accepted as the southwest corner of said Section 32, shown and delineated as "FD. 5/8" REBAR CAPPED LS 235" on that certain MERGER AND RESUBDIVISION PARCEL MAP FOR SULLIVAN/CROSBY TRUST filed for record on June 30, 2010, in the official records of Lyon County, Nevada, as File No. 461442; thence N. 35°34'37" E. a distance of 3,333.49 feet to the POINT OF BEGINNING; said point of beginning being on the left or northwesterly right-of-way line of US-50 and the southwesterly boundary line of said Lot 57, 230.00 feet left of and at right angles to Highway Engineer's Station "X2" 1320+09.64 P.O.T.; thence N. 65°09'38" E., along said northwesterly right-of-way line, a distance of 200.00 feet to the northeasterly boundary line of said Lot 57; thence S. 24°50'22" E., along said northeasterly boundary line, a distance of 13.00 feet to the former left or northwesterly right-of-way line of US-50; thence S. 65°09'38" W., along said former northwesterly right-of-way line, a distance of 200.00 feet to said southwesterly boundary line of Lot 57; thence N. 24°50'22" W., along said boundary line, a distance of 13.00 feet to the point of beginning; said parcel contains an area of 2,600 square feet (0.06 acres).

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

PARCEL NO. U-050-LY-026.748, owned by 303050 L.L.C., a Nevada limited liability company, to be acquired in fee simple.

Said real property situate, lying and being in the County of Lyon, State of Nevada, and more particularly described as being a portion of the NE 1/4 of the NE 1/4 of Section 27, T. 18 N., R. 24 E., M.D.M., and being a portion of Lot 10 as shown on that certain subdivision map of RAMSEY SUB'N No. 4 filed for record on September 5, 1956, in the official records of Lyon County, Nevada, as File No. 71413, and more fully described by metes and bounds as follows:

COMMENCING at a 2 inch iron pipe accepted as being the northeast corner of said Section 27, shown and delineated as "FND. 2" IRON PIPE PER R/S #90441" on that certain Record of Survey titled A RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT LYON COUNTY, STATE OF NEVADA & SILVER SPRINGS AIRPORT, LLC, filed for record on September 12, 2005, in the official records of Lyon County, Nevada, as File No. 362027; thence S. 43°47'37" W., a distance of 937.25 feet, to the POINT OF BEGINNING; said point of beginning being the northeast corner of said Lot 10, 1,081.32 feet left of and at right angles to the centerline of US-50 at Highway Engineer's Station "X2" 1470+70.37 P.O.T.; thence S. 0°06'37" E., along the easterly boundary line of said Lot 10, a distance of 46.49 feet to a non-tangent curve; thence the following five (5) courses and distances:

- 1) from a tangent which bears S. 40°27'53" W., curving to the left, with a radius of 165.00 feet, through an angle of 9°16'50", an arc distance of 26.73 feet;
- 2) S. 58°48'57" E. - 12.06 feet;
- 3) S. 11°37'42" W. - 98.21 feet;
- 4) S. 89°54'56" W. - 14.34 feet;
- 5) S. 0°05'04" E. - 460.01 feet to the northerly right-of-way line of Bowers Avenue;

thence S. 89°33'27" W., along said northerly right-of-way line, a distance of 70.00 feet; thence N. 0°05'04" W., a distance of 477.22 feet; thence, from a tangent that bears the last described course, curving to the right, with a radius of 235.00 feet, through an angle of 40°45'32", an arc distance of 167.17 feet, to the northerly boundary line of said Lot 10; thence N. 89°33'27" E., along said northerly boundary line, a distance of 52.61 feet, to the point of beginning; said parcel contains an area of 46,407 square feet (1.07 acres).

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

PARCEL NOS. U-050-LY-026.813, U-050-LY-026.766TE1, and U-050-LY-026.813TE1, owned by BOWERS-USA L.L.C., a Nevada limited liability company

Said real property situate, lying and being in the County of Lyon, State of Nevada, and more particularly described as being portions of the NE 1/4 of the NE 1/4 of Section 27, T. 18 N., R. 24 E., M.D.M., and being portions of Lot 9 as shown on that certain subdivision map of RAMSEY SUB'N No. 4 filed for record

on September 5, 1956, in the official records of Lyon County, Nevada, as File No. 71413, and more fully described by metes and bounds as follows:

PARCEL NO. U-050-LY-026.813 to be acquired fee simple.

COMMENCING at a 2 inch iron pipe accepted as being the northeast corner of said Section 27, shown and delineated as "FND. 2" IRON PIPE PER R/S #90441" on that certain Record of Survey titled A RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT LYON COUNTY, STATE OF NEVADA & SILVER SPRINGS AIRPORT, LLC, filed for record on September 12, 2005, in the official records of Lyon County, Nevada, as File No. 362027; thence S. 43°47'37" W., a distance of 937.25 feet, to the POINT OF BEGINNING; said point of beginning being the northwest corner of said Lot 9, 1,081.32 feet left of and at right angles to the centerline of US-50 at Highway Engineer's Station "X2" 1470+70.37 P.O.T.; thence N. 89°33'27" E., along the northerly boundary line of said Lot 9, a distance of 66.61 feet to a non-tangent curve; thence from a tangent which bears S. 69°02'34" W., curving to the left, with a radius of 165.00 feet, through an angle of 28°34'41", an arc distance of 82.30 feet, to the westerly boundary line of said Lot 9; thence N. 0°06'37" W., along said westerly boundary line, a distance of 46.49 feet, to the point of beginning; said parcel contains an area of 1,270 square feet (0.03 acres).

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

PARCEL NO. U-050-LY-026.766TE1 to be acquired as a temporary construction easement for a three-year period commencing on the date of occupancy

COMMENCING at a 2 inch iron pipe accepted as being the northeast corner of said Section 27, shown and delineated as "FND. 2" IRON PIPE PER R/S #90441" on that certain Record of Survey titled A RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT LYON COUNTY, STATE OF NEVADA & SILVER SPRINGS AIRPORT, LLC, filed for record on September 12, 2005, in the official records of Lyon County, Nevada, as File No. 362027; thence S. 26°21'16" W., a distance of 1,458.41 feet, to the POINT OF BEGINNING; said point of beginning being on the northerly right-of-way line of Bowers Avenue and the southwest corner of said Lot 9, 508.73 feet left of and at right angles to the centerline of US-50 at Highway Engineer's Station "X2" 1468+06.91 P.O.T.; thence N. 0°06'37" W., along the westerly boundary line of said Lot 9, a distance of 12.00 feet; thence N. 89°33'27" E. a distance of 79.93 feet; thence S. 0°26'33" E. a distance of 12.00 feet, to said right-of-way line of Bowers Avenue; thence S. 89°33'27" W., along said right-of-way line, a distance of 80.00 feet, to the point of beginning; said parcel contains an area of 960 square feet (0.02 acres).

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PARCEL NO. U-050-LY-026.813TE1 to be acquired as a temporary construction easement for a three-year period commencing on the date of occupancy

COMMENCING at a 2 inch iron pipe accepted as being the northeast corner of said Section 27, shown and delineated as "FND. 2" IRON PIPE PER R/S #90441" on that certain Record of Survey titled A RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT LYON COUNTY, STATE OF NEVADA & SILVER SPRINGS AIRPORT, LLC, filed for record on September 12, 2005, in the official records of Lyon County, Nevada, as File No. 362027; thence S. 35°59'58" W., a distance of 834.73 feet, to the POINT OF BEGINNING; said point of beginning being on the northerly boundary line of said Lot 9, 1,016.11 feet left of and at right angles to the centerline of US-50 at Highway Engineer's Station "X2" 1472+14.29 P.O.T.; thence N. 89°33'27" E., along said northerly boundary line, a distance of 92.00 feet; thence the following three (3) courses and distances:

- 1) S. 0°26'33" E. - 18.00 feet;
- 2) S. 89°33'27" W. - 92.00 feet;
- 3) N. 0°26'33" W. - 18.00 feet, to the point of beginning;

said parcel contains an area of 1,656 square feet (0.04 acres).

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The Basis of Bearing for these descriptions is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

BE IT FURTHER RESOLVED that the Director, Deputy Director, and Chief Counsel of the Department have the power to enter into any stipulations or file any necessary pleadings in any condemnation proceeding and to bind the Department of Transportation in the completion of this project.

Adopted this \_\_\_\_\_ day of May, 2018.

ON BEHALF OF  
STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
BOARD OF DIRECTORS

---

Secretary to the Board  
William H. Hoffman

---

Chairman – Brian Sandoval  
Governor

APPROVED AS TO LEGALITY  
AND FORM

---

Dennis Gallagher, Chief Counsel  
Department of Transportation

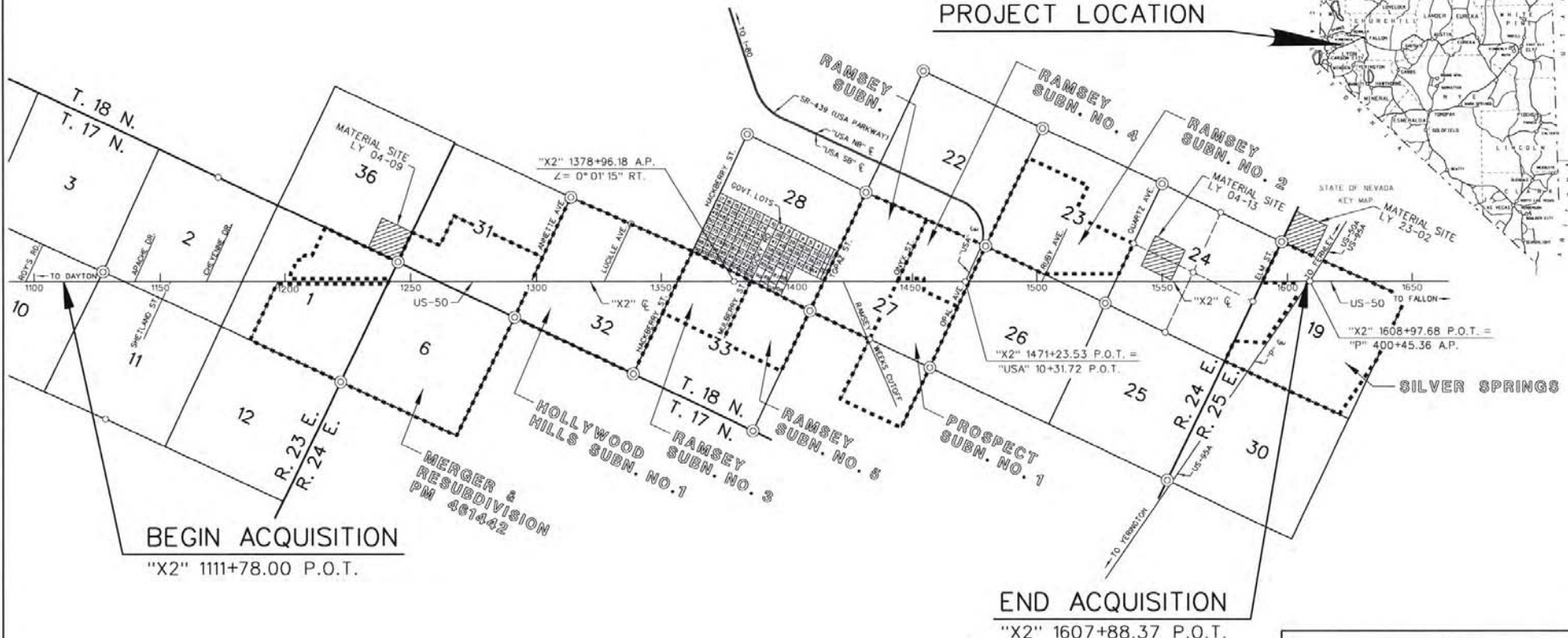
STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73475	SPF-050-2(019)	LYON	1

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY PROJECT



PROJECT LOCATION



BEGIN ACQUISITION  
"X2" 1111+78.00 P.O.T.

END ACQUISITION  
"X2" 1607+88.37 P.O.T.

MERGER &  
RESUBDIVISION  
PM 461442

NEVADA DOT	R/W DIVISION
	TRACED C/JH
	CHECKED
	PHONE (775) 887-7470

STATE OF NEVADA LY-04  
DEPARTMENT OF TRANSPORTATION


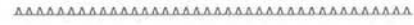












DATE: JUNE 12, 2017

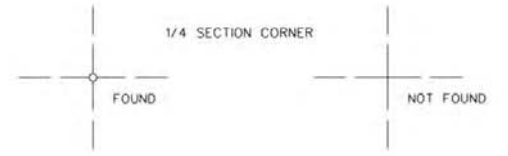
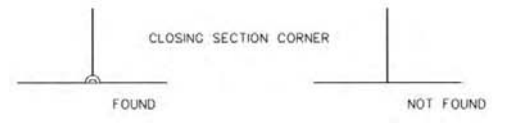
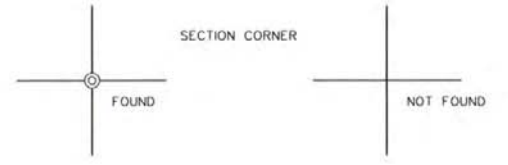
US-50 FROM  
ROY'S RD. TO US-95A  
WIDEN FROM 2 TO 4 LANES

SCALE 1" = 4,000' SHEET 1 OF 46

## LEGEND OF RIGHT-OF-WAY SYMBOLS

C/A	CONTROL OF ACCESS
☉	CENTERLINE
C/P	PERMISSION TO CONSTRUCT
Δ	DELTA
L	ARC LENGTH
LT.	LEFT
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
PE	PERMANENT EASEMENT
P/L	PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT ON CURVE
P.O.E.	POINT OF ENDING
P.O.T.	POINT ON TANGENT
P.R.C.	POINT OF REVERSE CURVATURE
P.T.	POINT OF TANGENCY
R	RADIUS
REM.	REMAINDER
RT.	RIGHT
R/W	RIGHT-OF-WAY
TE	TEMPORARY EASEMENT

	CONTROL OF ACCESS WITH FENCE OR BARRIER. (TICKS FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A ON THE R/W LINE. TICKS FACING TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W).
	CONTROL OF ACCESS WITHOUT A FENCE OR BARRIER. ("DRAGON'S TEETH" FACING AWAY FROM MAINLINE/CENTERLINE DENOTES C/A ON THE R/W LINE. "DRAGON'S TEETH" FACING TOWARDS MAINLINE/CENTERLINE DENOTES C/A INSIDE/WITHIN THE R/W).
	LOCATION AT WHICH ACCESS TO THE FREEWAY IS PERMITTED BY THE STATE
	SUBDIVISION BOUNDARY
	RESERVATION OR PARK BOUNDARY
	STATE LINE
	COUNTY LINE
	CITY OR TOWN LIMITS
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	1/64 SECTION LINE
	1/256 SECTION LINE
	FENCE LINE

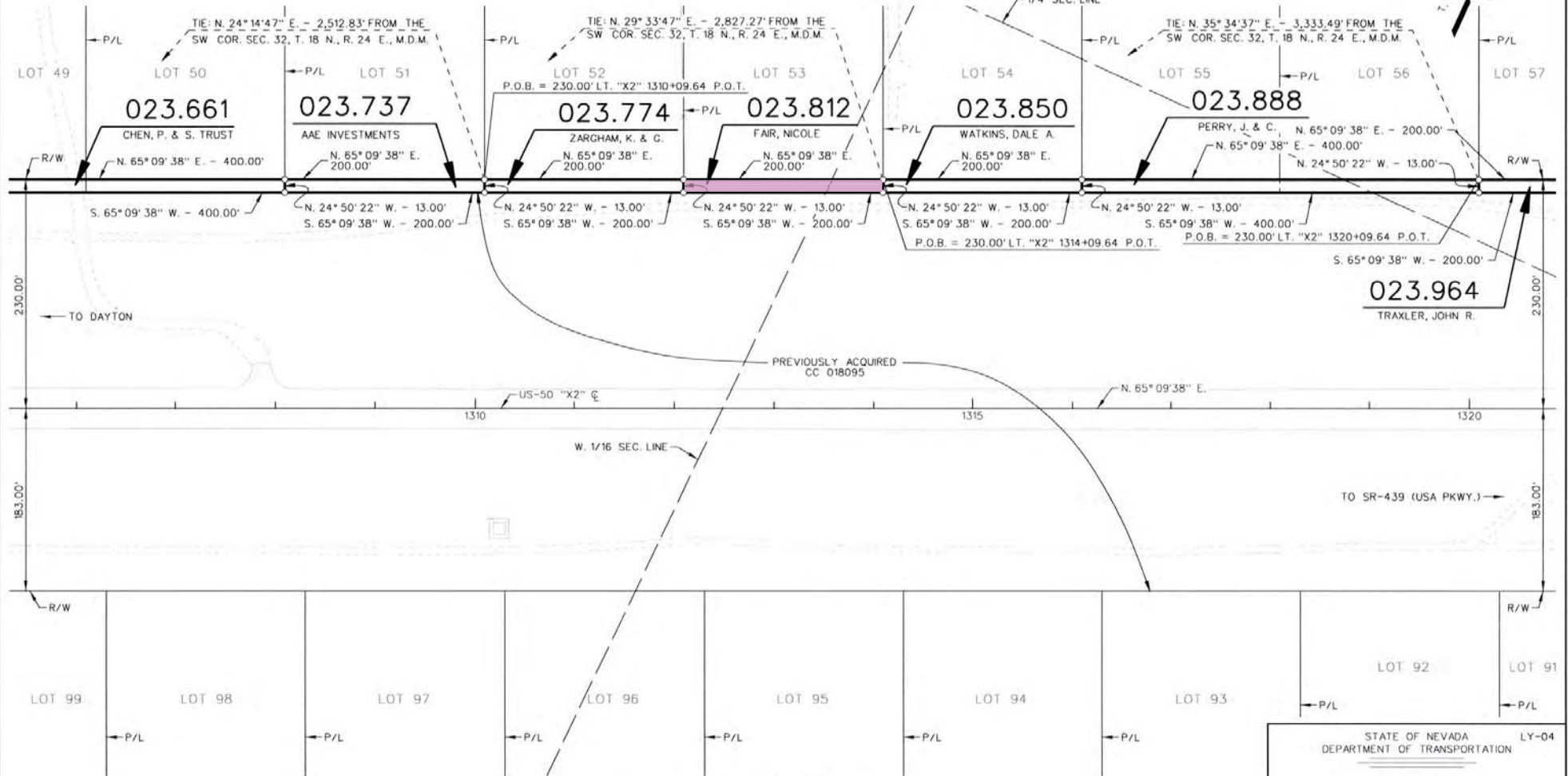


STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
DATE: JUNE 12, 2017  
**R/W PLANS**

PARCEL NO. PREFIX: U-050-LY-

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73475	SPF-050-2(019)	LYON	17

**HOLLYWOOD HILLS  
SUBN. No. 1**  
SM 73522



**HOLLYWOOD HILLS  
SUBN. No. 1**  
SM 73522

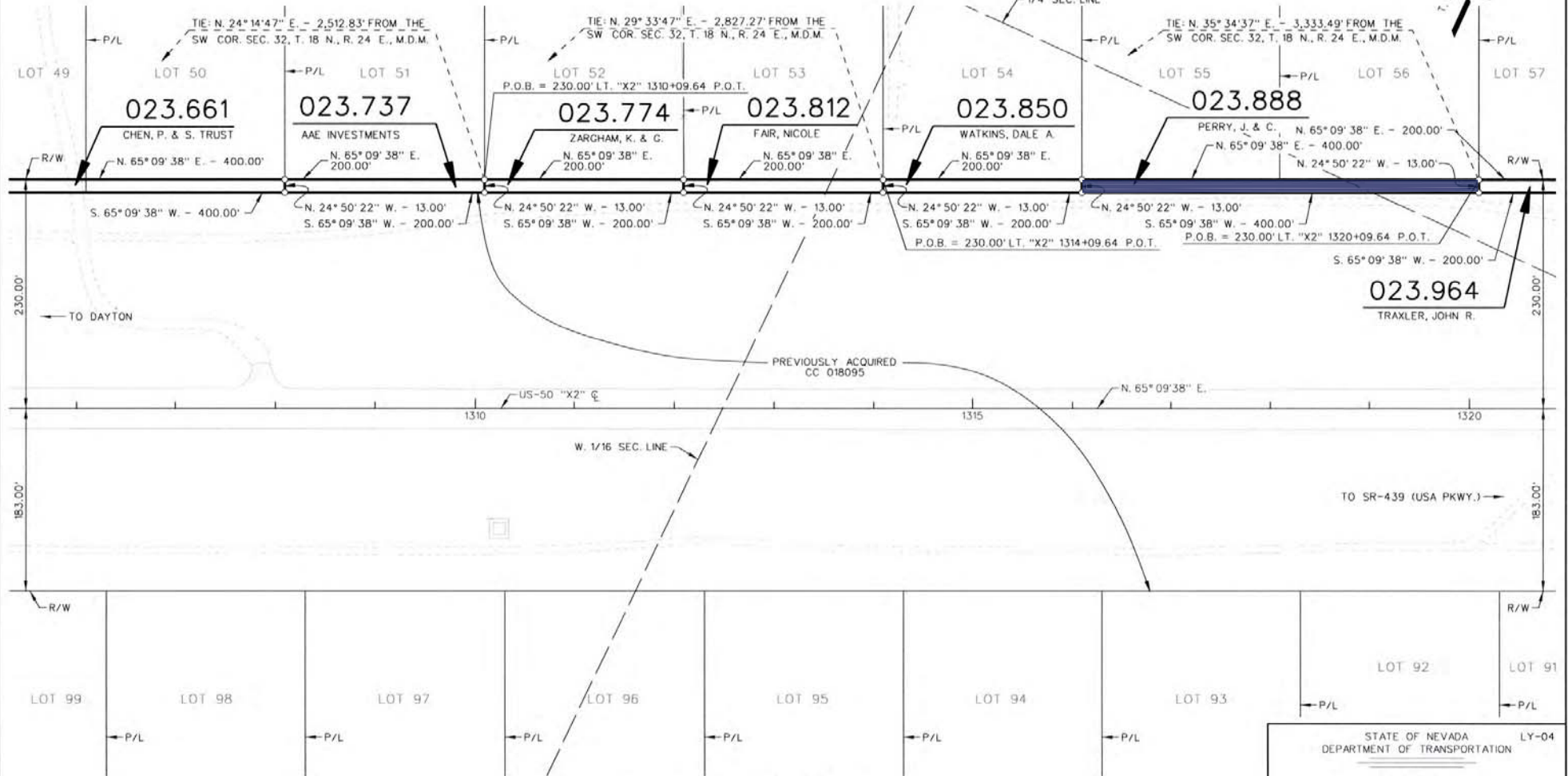
STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
DATE: MAY 3, 2017  
**R/W PLANS**  
APPROVED: *[Signature]*  
FOR

DATE OF LAST REVISION:	09/21/2017 C.J.H.
R/W DIVISION	
TRACED	AKR/SXT
CHECKED	C.J.H.
PHONE	(775) 888-7470

PARCEL NO. PREFIX: U-050-LY-

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73475	SPF-050-2(019)	LYON	17

**HOLLYWOOD HILLS  
SUBN. No. 1**  
SM 73522



**HOLLYWOOD HILLS  
SUBN. No. 1**  
SM 73522

MAP ID NO.: 27411  
 \District 2\73475\037\_RightOfWay\RW Plans\73475\_Sheet17.dgn



DATE OF LAST REVISION:	09/21/2017 C.JH
R/W DIVISION	
TRACED	AKR/SXT
CHECKED	C.JH
PHONE	(775) 888-7470

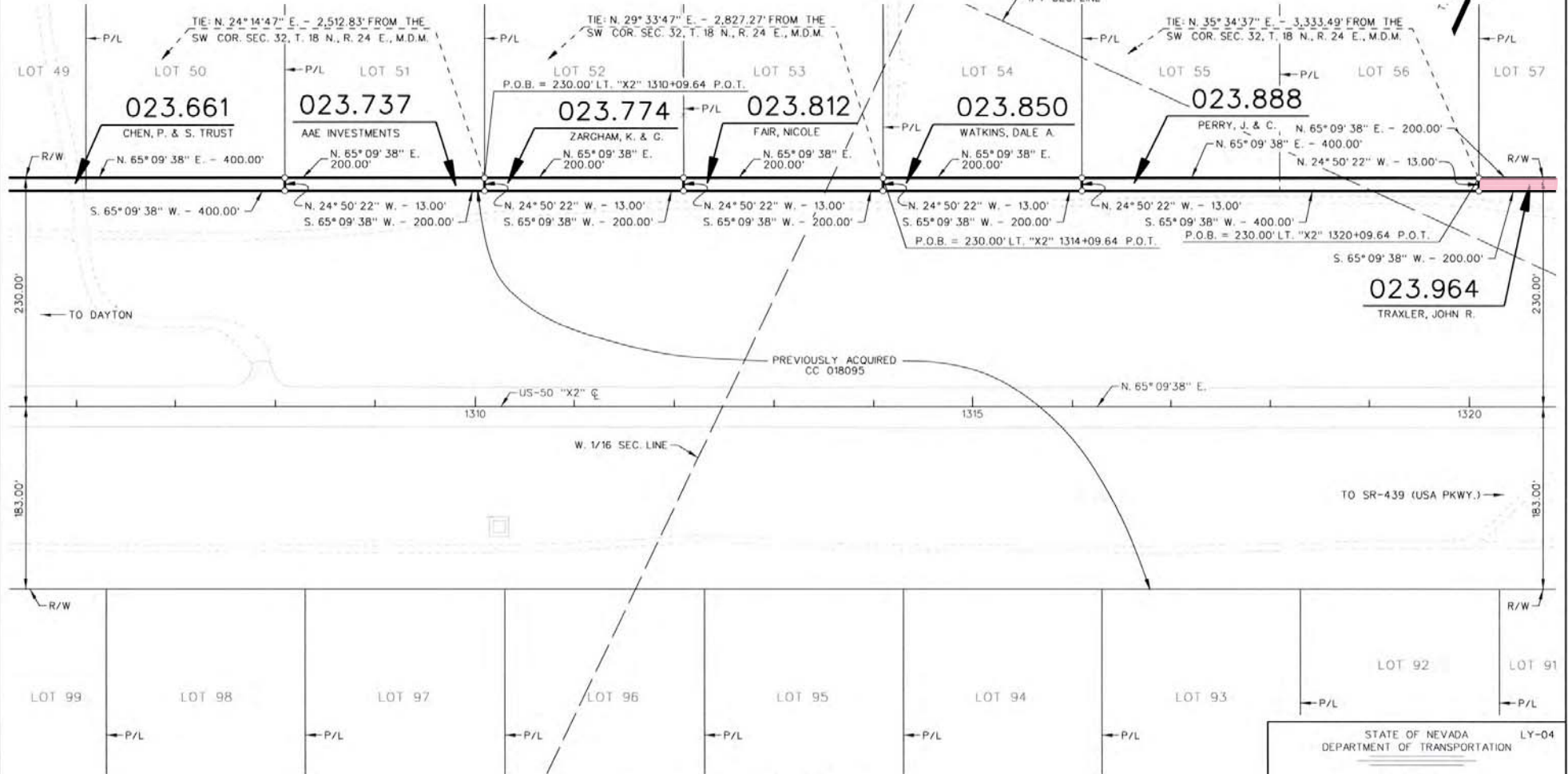
STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION  
 LY-04  
 DATE: MAY 3, 2017  
**R/W PLANS**  
 APPROVED: *[Signature]*  
 REGISTERED PROFESSIONAL SURVEYOR  
 FOR

SCALE 1" = 100' SHEET 17 OF 46

PARCEL NO. PREFIX: U-050-LY-

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73475	SPF-050-2(019)	LYON	17

**HOLLYWOOD HILLS  
SUBN. No. 1**  
SM 73522



**HOLLYWOOD HILLS  
SUBN. No. 1**  
SM 73522

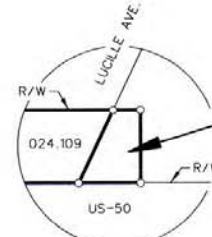


DATE OF LAST REVISION:	09/21/2017 C.JH
R/W DIVISION	
TRACED	AKR/SXT
CHECKED	C.JH
PHONE	(775) 888-7470

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
DATE: MAY 3, 2017  
**R/W PLANS**  
APPROVED: *[Signature]*  
FOR: *[Signature]*  
SCALE 1" = 100'  
SHEET 17 OF 46

PARCEL NO. PREFIX: U-050-LY-

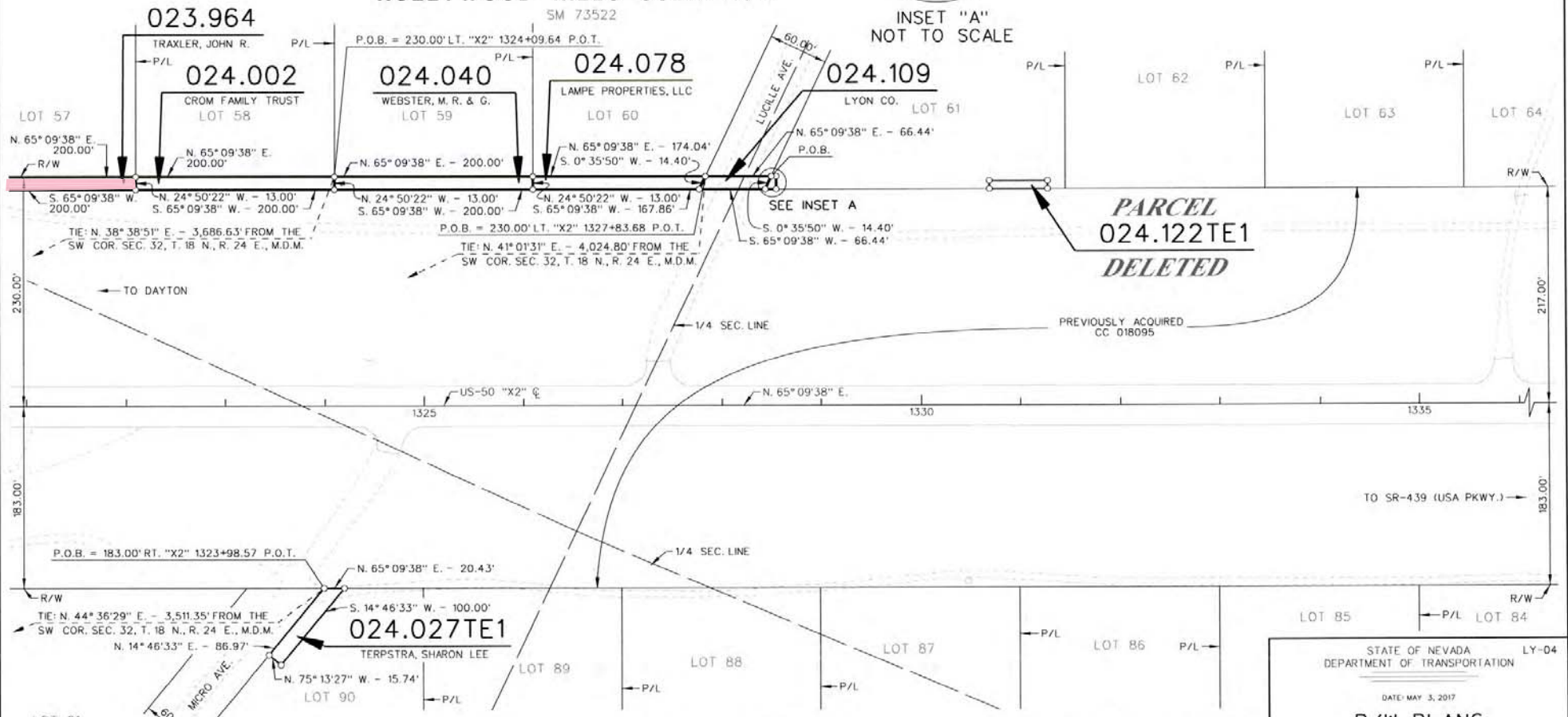
STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73475	SPF-050-2(019)	LYON	18



HOLLYWOOD HILLS SUBN. No.1

SM 73522

INSET "A"  
NOT TO SCALE



**PARCEL 024.122TE1 DELETED**

HOLLYWOOD HILLS SUBN. No.1

SM 73522

MAP ID NO.: 27411  
 \District 2\73475\037\_RightOfWay\RW Plans\73475\_Sheet18.dgn

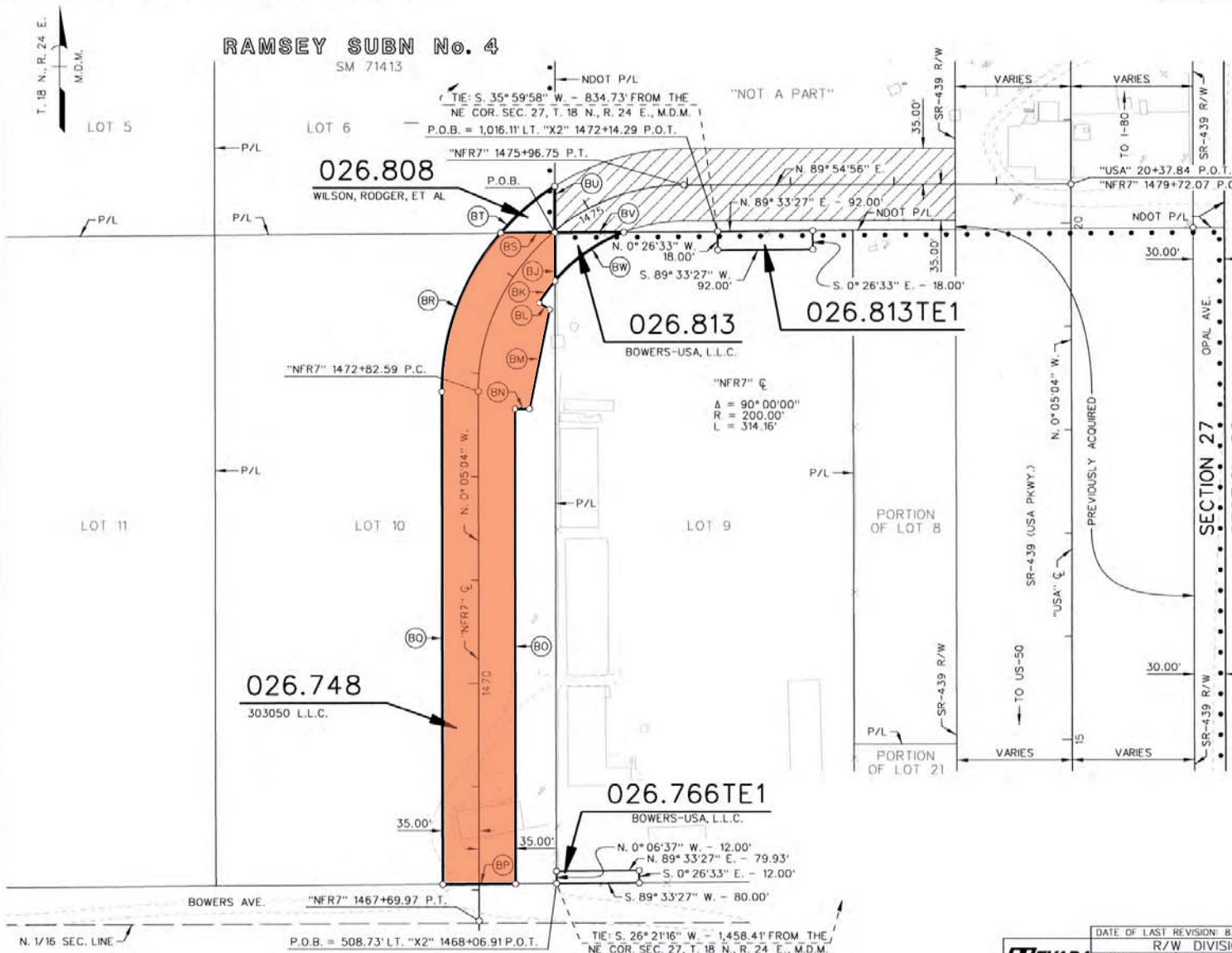


DATE OF LAST REVISION:	03/07/2018 SXT
TRACED	AKR SXT
CHECKED	JPK
PHONE	(775) 888-7470

STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION  
 LY-04  
 DATE: MAY 3, 2017  
**R/W PLANS**  
 APPROVED: *[Signature]*  
 WAGNER SURVEY SERVICES  
 SCALE 1" = 100'  
 SHEET 18 OF 48

PARCEL NO. PREFIX: U-050-LY-

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73475	SPF-050-2(019)	LYON	28



<b>026.748</b>	
P.O.B. = 1,081.32' LT. "X2" 1470+70.37 P.O.T. TIE: S. 43° 47' 37" W. - 937.25' FROM THE NE COR. SEC. 27, T. 18 N., R. 24 E., M.D.M.	
BU	S. 0° 06' 37" E. - 46.49'
BK	A = 9° 16' 50" R = 165.00' L = 26.73' T.B. = S. 40° 27' 53" W.
BL	S. 58° 48' 57" E. - 12.06'
BM	S. 11° 37' 42" W. - 98.21'
BN	S. 89° 54' 56" W. - 14.34'
BO	S. 0° 05' 04" E. - 460.01'
BP	S. 89° 33' 27" W. - 70.00'
BQ	N. 0° 05' 04" W. - 477.22'
BR	A = 40° 45' 32" R = 235.00' L = 167.17'
BS	N. 89° 33' 27" E. - 52.61'

<b>026.808</b>	
P.O.B. = 1,081.32' LT. "X2" 1470+70.37 P.O.T. TIE: S. 43° 47' 37" W. - 937.25' FROM THE NE COR. SEC. 27, T. 18 N., R. 24 E., M.D.M.	
BS	S. 89° 33' 27" W. - 52.61'
BT	A = 17° 01' 39" R = 235.00' L = 69.84' T.B. = N. 40° 40' 28" E.
BU	S. 0° 04' 22" W. - 45.07'

<b>026.813</b>	
P.O.B. = 1,081.32' LT. "X2" 1470+70.37 P.O.T. TIE: S. 43° 47' 37" W. - 937.25' FROM THE NE COR. SEC. 27, T. 18 N., R. 24 E., M.D.M.	
BV	N. 89° 33' 27" E. - 66.61'
BW	A = 28° 34' 41" R = 165.00' L = 82.30' T.B. = S. 69° 02' 34" W.
BU	N. 0° 06' 37" W. - 46.49'

AREA TO BE DEEDED TO LYON COUNTY

STATE OF NEVADA LY-04  
DEPARTMENT OF TRANSPORTATION

DATE: JUNE 12, 2017

**R/W PLANS**

APPROVED:   
WILSON SURVEY SERVICES

DATE OF LAST REVISION: 8/17/17 C.J.H.  
R/W DIVISION

TRACED AKR/SXT  
CHECKED C.J.H.  
PHONE (775) 888-7470

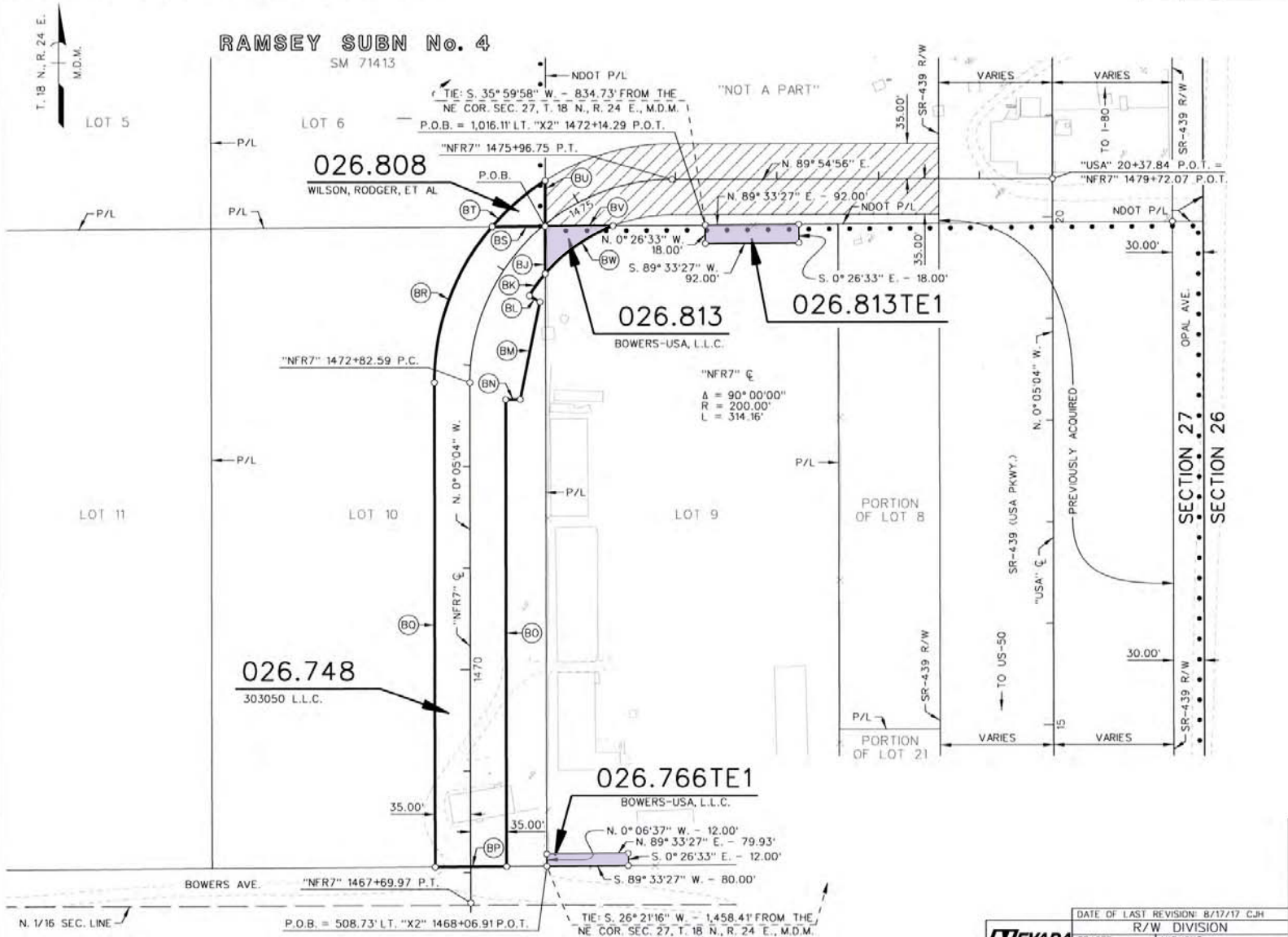
SCALE: 1" = 100'

SHEET 28 OF 46



PARCEL NO. PREFIX: U-050-LY-

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	73475	SPF-050-2(019)	LYON	28



026.748	
P.O.B. = 1,081.32' LT. "X2" 1470+70.37 P.O.T. TIE: S. 43° 47' 37" W. - 937.25' FROM THE NE COR. SEC. 27, T. 18 N., R. 24 E., M.D.M.	
BU	S. 0° 06' 37" E. - 46.49'
BK	A = 9° 16' 50" R = 165.00' L = 26.73' T.B. = S. 40° 27' 53" W.
BL	S. 58° 48' 57" E. - 12.06'
BM	S. 11° 37' 42" W. - 98.21'
BN	S. 89° 54' 56" W. - 14.34'
BO	S. 0° 05' 04" E. - 460.01'
BP	S. 89° 33' 27" W. - 70.00'
BS	N. 0° 05' 04" W. - 477.22'
BR	A = 40° 45' 32" R = 235.00' L = 167.17'
BS	N. 89° 33' 27" E. - 52.61'

026.808	
P.O.B. = 1,081.32' LT. "X2" 1470+70.37 P.O.T. TIE: S. 43° 47' 37" W. - 937.25' FROM THE NE COR. SEC. 27, T. 18 N., R. 24 E., M.D.M.	
BS	S. 89° 33' 27" W. - 52.61'
BT	A = 17° 01' 39" R = 235.00' L = 69.84' T.B. = N. 40° 40' 28" E.
BU	S. 0° 04' 22" W. - 45.07'

026.813	
P.O.B. = 1,081.32' LT. "X2" 1470+70.37 P.O.T. TIE: S. 43° 47' 37" W. - 937.25' FROM THE NE COR. SEC. 27, T. 18 N., R. 24 E., M.D.M.	
BV	N. 89° 33' 27" E. - 66.61'
BW	A = 28° 34' 41" R = 165.00' L = 82.30' T.B. = S. 69° 02' 34" W.
BU	N. 0° 06' 37" W. - 46.49'

AREA TO BE DEEDED TO LYON COUNTY

STATE OF NEVADA LY-04  
DEPARTMENT OF TRANSPORTATION

DATE: JUNE 12, 2017

**R/W PLANS**

APPROVED:

WATSON SURVEY SERVICES

SCALE: 1" = 100'


SHEET 28 OF 46


DATE OF LAST REVISION:	8/17/17 C.J.H.
R/W DIVISION	
TRACED:	AKR/SXT
CHECKED:	C.J.H.
PHONE:	(775) 888-7470

PARCEL NO. PREFIX: U-050-LY-		PROPERTY SCHEDULE										PROJECT NO.		E.A. NO.	COUNTY	SHEET NO.
STATE OF NEVADA DEPT. OF TRANSPORTATION										ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED		SPF-050-2(019)		73475	LYON	42
PARCEL NO.	GRANTOR	GROSS AREA OF ACQSN.	R/W AREA	EXCESS AREA	REMAINDER		ACQUISITION DATA			SURPLUS LAND DATA				REMARKS		
					LT.	RT.	INST. OR DOC	BK PG	DATE TYPE	AREA	INST. OR DOC	BK PG	DATE TYPE			
023.195TE3	CROSBY NV LAND, LLC	8173													TEMPORARY CONSTRUCTION EASEMENT	
023.408	CROSBY NV LAND, LLC	21250	21250			950.85 AC.									Remainder calculated from combined areas of Parcels 021.831, 021.993, 023.408 & portion of 021.357	
023.562	LYON COUNTY	1927													ANNETTE AVENUE	
023.568	BARRY D BREWER 2007 TRUST	6088	6088		49610											
023.568TE1	BARRY D BREWER 2007 TRUST	7918													TEMPORARY CONSTRUCTION EASEMENT	
023.623	ROBERT WOODS TRUST	2600	2600		45400											
023.661	PAUL K. AND SHARON SHANG CHEN TRUST	5200	5200		2.08 AC.											
023.737	AAE INVESTMENTS	2600	2600		45400											
023.774	ZARGHAM, KHASHAYAR & GOLNAR	2600	2600		45400											
023.812	FAIR, NICOLE	2600	2600		45400											
023.850	WATKINS, DALE A.	2600	2600		45400											
023.888	PERRY, JUSTIN & CORINA	5200	5200		2.08 AC.											
023.964	TRAXLER, JOHN R.	2600	2600		45400											
024.002	CROM FAMILY TRUST	2600	2600		45400											
024.027TE1	TERPSTRA, SHARON LEE	1471													TEMPORARY CONSTRUCTION EASEMENT	
024.040	WEBSTER, MICHAEL RAY & GRAZYNA	2600	2600		45400											
024.078	LAMPE PROPERTIES. LLC	2222	2222		51762											
024.109	LYON COUNTY	864	864												LUCILLE AVENUE	
024.122	AMESBURY, DAVID C., ESQ (DELETED)														PARCEL DELETED PER R/W DELETION MEMO, DATED 03/06/2018	
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024.315TE1	HILL, GREGORY & MARY LOUISE	3587													TEMPORARY CONSTRUCTION EASEMENT	
024.330TE1	GARCIA, FLORY N.	1917													TEMPORARY CONSTRUCTION EASEMENT	
024.559TE1	CASTELLANOS, JOHN & LISA	2112													TEMPORARY CONSTRUCTION EASEMENT	
														STATE OF NEVADA LY-04		
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023.195TE3	CROSBY NV LAND, LLC	8173													TEMPORARY CONSTRUCTION EASEMENT	
023.408	CROSBY NV LAND, LLC	21250	21250			950.85 AC.									Remainder calculated from combined areas of Parcels 021.831, 021.993, 023.408 & portion of 021.357	
023.562	LYON COUNTY	1927													ANNETTE AVENUE	
023.568	BARRY D BREWER 2007 TRUST	6088	6088		49610											
023.568TE1	BARRY D BREWER 2007 TRUST	7918													TEMPORARY CONSTRUCTION EASEMENT	
023.623	ROBERT WOODS TRUST	2600	2600		45400											
023.661	PAUL K. AND SHARON SHANG CHEN TRUST	5200	5200		2.08 AC.											
023.737	AAE INVESTMENTS	2600	2600		45400											
023.774	ZARGHAM, KHASHAYAR & GOLNAR	2600	2600		45400											
023.812	FAIR, NICOLE	2600	2600		45400											
023.850	WATKINS, DALE A.	2600	2600		45400											
023.888	PERRY, JUSTIN & CORINA	5200	5200		2.08 AC.											
023.964	TRAXLER, JOHN R.	2600	2600		45400											
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026.044	ANTLES, CARL D. & GENEVIEVE M.	2923	2923		3.66AC										
026.113	MOUNTAINGATE EQUITIES, LLC, ET AL.	7706	7706		4.00AC										
026.258TE1	CARGILE, S. & FRIEDRICH, B.	901													TEMPORARY CONSTRUCTION EASEMENT
026.290	DAROCZI, EVAN	5951	5951			28532									TO BE DEEDED TO LYON COUNTY
026.292	WETTELAND, WAYNE R.	4694	4694		4.21AC										TO BE DEEDED TO LYON COUNTY
026.292TE1	WETTELAND, WAYNE R.	1300													TEMPORARY CONSTRUCTION EASEMENT
026.292TE2	WETTELAND, WAYNE R.	800													TEMPORARY CONSTRUCTION EASEMENT
026.295	LYON COUNTY	1328	1328												TWAIN AVENUE & ONYX STREET
026.327	LUANNE GALLAGHER 2010 TRUST	3918	3918		50463		571583		10/20/17 DEED						TO BE DEEDED TO LYON COUNTY
026.327TE1	LUANNE GALLAGHER 2010 TRUST	793					571584		10/20/17 EASE						TEMPORARY CONSTRUCTION EASEMENT
026.351	TEEL, GARY C.	15436	15436		5.48AC										TO BE DEEDED TO LYON COUNTY
026.411	KUYS, FRANK A. & JOAN M.	17446	17446		5.27AC										TO BE DEEDED TO LYON COUNTY
026.480	MUSGRAVE, ROBERT G.	17446	17446		4.13AC		571391		10/16/17 DEED						TO BE DEEDED TO LYON COUNTY
026.549	PARKER, JAMES S. & THOMAS	17446	17446		3.00AC										TO BE DEEDED TO LYON COUNTY
026.618	HAND, L. G. & D. L.	47260	47260		2.44AC										TO BE DEEDED TO LYON COUNTY
026.748	303050 L.L.C.	46407	46407		3.71AC										TO BE DEEDED TO LYON COUNTY
026.766TE1	BOWERS-USA, L.L.C.	960													TEMPORARY CONSTRUCTION EASEMENT
026.777	LYON COUNTY (DELETED)														PARCEL DELETED PER R/W SETTING REVISION #2, DATED 12/20/16
026.808	WILSON, RODGER, ET AL.	1306	1306		4.82										TO BE DEEDED TO LYON COUNTY
026.809TE1	THE LEPIRE TRUST OF 1977	1530													TEMPORARY CONSTRUCTION EASEMENT
026.813	BOWERS-USA, L.L.C.	1270	1270		4.17AC										TO BE DEEDED TO LYON COUNTY
026.813TE1	BOWERS-USA, L.L.C.	1656													TEMPORARY CONSTRUCTION EASEMENT
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**NRS 408.503 Eminent domain: Resolution by Board; precedence over other legal actions.**

1. The Department shall not commence any legal action in eminent domain until the Board adopts a resolution declaring that the public interest and necessity require the acquisition, construction, reconstruction, improvement or completion by the State, acting through the Department, of the highway improvement for which the real property, interests therein or improvements thereon are required, and that the real property, interests therein or improvements thereon described in the resolution are necessary for such improvement.

2. The resolution of the Board is conclusive evidence:

(a) Of the public necessity of such proposed public improvement.

(b) That such real property, interests therein or improvements thereon are necessary therefor.

(c) That such proposed public improvement is planned or located in a manner that will be most compatible with the greatest public good and the least private injury.

3. All legal actions in all courts brought under the provisions of this chapter to enforce the right of eminent domain take precedence over all other causes and actions not involving the public interest, to the end that all such actions, hearings and trials thereon must be quickly heard and determined.

(Added to NRS by 1957, 691; A 1960, 392; [1987, 1810](#); [1989, 1306](#))

**NRS 241.034 Meeting to consider administrative action against person or acquisition of real property by exercise of power of eminent domain: Written notice required; exception.**

1. Except as otherwise provided in subsection 3:
  - (a) A public body shall not consider at a meeting whether to:
    - (1) Take administrative action against a person; or
    - (2) Acquire real property owned by a person by the exercise of the power of eminent domain,↪ unless the public body has given written notice to that person of the time and place of the meeting.
  - (b) The written notice required pursuant to paragraph (a) must be:
    - (1) Delivered personally to that person at least 5 working days before the meeting; or
    - (2) Sent by certified mail to the last known address of that person at least 21 working days before the meeting.↪ A public body must receive proof of service of the written notice provided to a person pursuant to this section before the public body may consider a matter set forth in paragraph (a) relating to that person at a meeting.
2. The written notice provided in this section is in addition to the notice of the meeting provided pursuant to [NRS 241.020](#).
3. The written notice otherwise required pursuant to this section is not required if:
  - (a) The public body provided written notice to the person pursuant to [NRS 241.033](#) before holding a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of the person; and
  - (b) The written notice provided pursuant to [NRS 241.033](#) included the informational statement described in paragraph (b) of subsection 2 of that section.
4. For the purposes of this section, real property shall be deemed to be owned only by the natural person or entity listed in the records of the county in which the real property is located to whom or which tax bills concerning the real property are sent.  
(Added to NRS by [2001, 1835](#); A [2001 Special Session, 155](#); [2005, 2247](#))





1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## MEMORANDUM

April 25, 2018

**TO:** Department of Transportation Board of Directors  
**FROM:** Rudy Malfabon, P.E., Director  
**SUBJECT:** May 14, 2018 Transportation Board of Directors Meeting  
**Item #8:** Approval of Design-Build Procurement for Reno Early Action Project – *For Possible Action*

---

### **Summary:**

NDOT has evaluated the three main delivery methods for this Reno Early Action Project (REAP) for a project of this size and complexity. The Department is recommending the Design-Build delivery method.

This item is to request the Board of Directors approval to begin the solicitation of a design-build project for improvements to Southbound Interstate 580 (I-580) from Interstate 80 (I-80) to Mill Street Interchange otherwise known as the Reno Early Action Project in Washoe County.

### **Background:**

As the Reno Spaghetti Bowl Project progressed the environmental documents, common elements were identified that could be constructed prior to the completion of the Environmental Impact Statement (EIS) and the Record of Decision (ROD). The early project will improve two notable bottleneck locations with poor operations causing travel delays.

- Eastbound I-80 ramp to Southbound I-580: Traffic demand at this location (1,980 vehicles per hour) is greater than the capacity for the one-lane ramp. The ramp posted for 30 mph but the average speed on the ramp is reduced to 8 mph during the morning rush hour.
- Southbound US 395 at I-80 Interchange: Traffic demand at this location (4,350 vehicles per hour) is greater than the capacity for two lanes. At this location the posted speed is 65 mph, but the average speed is reduced to 30 mph during the morning rush hour.

A combination of factors including bottlenecks, undesirable lane balance, poor weaving distances, poor operations, and poor safety, defines the need for improvements along eastbound I-80 and southbound I-580/US 395. This project will improve these deficiencies with five (5) key scope elements:

1. Revise the Wells Avenue on-ramp to I-80 EB to a parallel entrance metered during the peak hours and restripe the I-580 exit for two freeway lanes
2. Widen the E-S ramp to two lanes

3. Restore the third southbound lane at I-80
4. Establish correct lane balance between I-80 and Villanova
5. Resolve the weaving issue between 2<sup>nd</sup> Street/Glendale Avenue and Mill Street

With the proposed improvements, eastbound I-80 backups approaching the exit to I-580/US 395 should be greatly reduced or eliminated, and southbound I-580/US 395 backups at the Spaghetti Bowl should be eliminated. Overall, freeway safety in general should improve.

#### *Funding*

NDOT has programmed state funds for the final design and design-build procurement but the funding for the construction was not identified in the next four (4) years of the Statewide Transportation Improvement Program (STIP). Before the end of the year, NDOT will prepare a State FY 2019-2021 biennial budget request which may include bonding for this project based on approval by the Governor's Finance Office. At the December 2017 State Transportation Board Meeting, the Board approved the Department to develop a funding and financing plan for major projects.

NDOT will work with the FHWA Division Office to confirm that the construction phase of this project is eligible for Federal Funds. A state-funded approach is an option for funding construction which provides additional flexibility in NDOT's work program. The specific funding proposal is being vetted and will be presented at a later date to the Transportation Board.

#### *Status of Environmental Clearance*

The National Environmental Policy Act (NEPA) process is being performed for the Project. NDOT anticipates a documented Categorical Exclusion will occur in November 2018. The Department will obtain the necessary approvals for environmental clearance.

#### *Right-of-Way*

The Department is engaged in right-of-way (ROW) acquisition activities for the Project. The ROW access dates and constraints will be provided in the design-build documents.

#### **Analysis:**

Per NRS 408.3881, a Board determination is required for using design-build contracting.

Per NRS 408.388, the Department may contract with a design-build team if the department determines that project cost exceeds \$10 million and the Department determines that: the cost of the design and construction will be significantly lower than if traditional methods are used; design and construct the project faster than traditional methods; or the project is unique, highly technical and complex in nature.

The estimated cost of improvements I-580 is \$135 – \$165 million dollars. Using the design-build method would start the construction of the improvements sooner than if the project was done using traditional methods.

The Department also recommends paying each of the unsuccessful proposers a stipend of \$225,00.00, which amount was established pursuant to the Department's Pioneer Program guidelines (Attachment C).

**List of Attachments:**

- A. Reno Early Action Flyer
- B. Project Delivery Selection Approach (PDSA)
- C. Stipend Memo

**Recommendation for Board Action:**

Approval for the Department to begin the solicitation of a design-build project for improvements to Southbound Interstate 580 (I-580) from Interstate 80 (I-80) to Mill Street Interchange otherwise known as the Reno Early Action Project in Washoe County.

**Prepared by:**

Cole Mortensen, P.E., Asst. Director – Engineering

**A RESOLUTION OF SUPPORT BY THE BOARD OF DIRECTORS OF THE NEVADA DEPARTMENT OF TRANSPORTATION FOR SOLICITING FOR A DESIGN-BUILD PROJECT FOR IMPROVEMENTS TO INTERSTATE 580 (I-580) FROM INTERSTATE 80 (I-80) TO MILL STREET INTERCHANGE IN WASHOE COUNTY**

WHEREAS, the State of Nevada acting through its Department of Transportation, in cooperation with the Regional Transportation Commission of Washoe County (RTC) is currently pursuing environmental clearance for Southbound Interstate 580 (I-580) from Interstate 80 (I-80) to Mill Street Interchange (Reno Early Action Project) in Washoe County. The project would utilize the "Design-Build" method of project delivery; and

WHEREAS, the Nevada Department of Transportation determined that the estimated cost of the I-580 project exceeds \$10,000,000 and contracting with a design-build team will enable the department to design and construct the project in a shorter time than using a design-bid-build method and ensures this technical and complex project is properly coordinated in accordance with NRS 408.388; and

WHEREAS, the Nevada Department of Transportation published notice of this public meeting of the Nevada Department of Transportation Board of Directors in a newspaper of general circulation in this state in accordance with NRS 408.3881.

NOW, THEREFORE, BE IT RESOLVED by the Nevada Department of Transportation Board of Directors, that the Nevada Department of Transportation does hereby make the determinations required pursuant to NRS 408.388 and approves the use of "Design-Build" contracting for the Reno Early Action Project.

Adopted this \_\_\_\_\_ day of May, 2018

ON BEHALF OF  
STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
BOARD OF DIRECTORS

\_\_\_\_\_  
Bill Hoffman  
Secretary to the Board

\_\_\_\_\_  
Chairman, Brian Sandoval  
Governor

APPROVED AS TO LEGALITY  
AND FORM:

\_\_\_\_\_  
Dennis Gallagher, Chief Counsel  
Department of Transportation

# RENO EARLY ACTION PROJECT

This early action project aims to resolve safety and operational concerns for multiple I-580/US 395 freeway locations around the Spaghetti Bowl. With the proposed improvements shared below, eastbound I-80 backups approaching the exit to I-580/US 395 should be greatly reduced or eliminated, and southbound I-580/US 395 backups at the Spaghetti Bowl should be eliminated. Overall, freeway safety in general should improve.

## PROJECT SCOPE

### EASTBOUND I-80

- Stripe and sign the freeway so that two lanes are dedicated to the eastbound exit
- Revise the Wells entrance to a parallel entrance metered during the peak hours

### EASTBOUND I-80 EXIT RAMPS

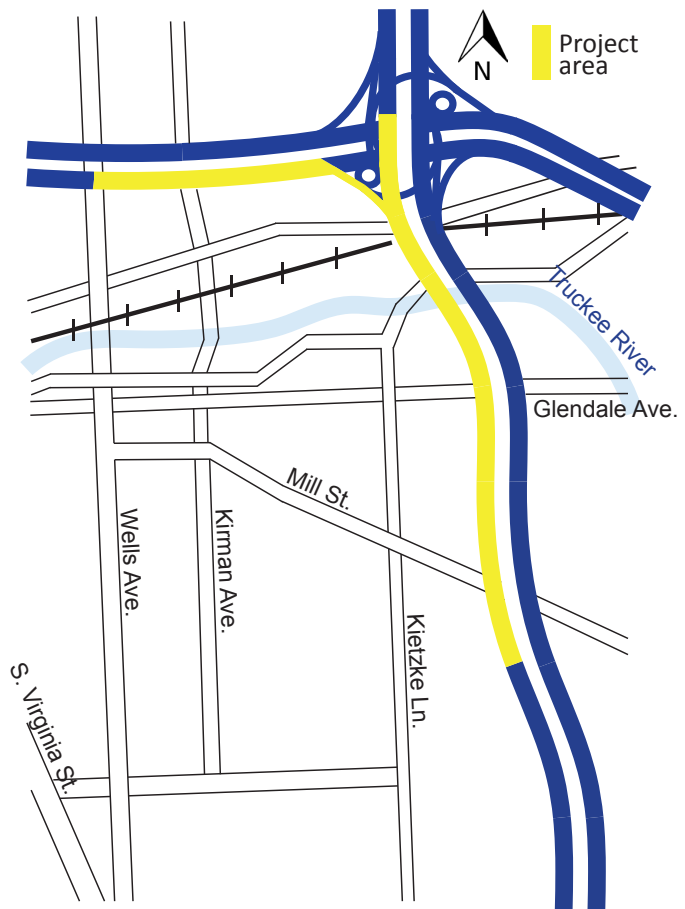
- Widen the east-to-south ramp to two lanes

### SOUTHBOUND I-580/US395

- Restore the third southbound lane at I-80
- Restore appropriate lane balance down to the Villanova exit

### LOCAL INTERCHANGES

- Resolve the weaving issue between Second Street/Glendale Avenue and Mill Street



## BASIC SCHEDULE





## PROJECT NEED

A combination of the following factors defines the need for improvements along these Spaghetti Bowl locations:

- Bottlenecks
- Undesirable lane balance
- Poor Weaving Distances
- Poor Operations
- Poor Safety

Proposed modifications to the poor weaving distance between the Second Street/Glendale Avenue entrance and Mill Street exit are shown in the graphic to the left.

## PROJECT BENEFITS

1. I-80 eastbound backups approaching the eastbound exit to I-580/US395 should be greatly reduced or eliminated
2. The weaving movement between Wells and the I-80 eastbound exit to I-580/US395 should be greatly improved
3. The eastbound I-80-to-southbound I-580/US395 movement backups should be greatly reduced or eliminated
4. Southbound I-580/US395 backups should be eliminated at the Spaghetti Bowl
5. Weaving between the I-80-to-I-580/US395 ramps and Second Street/Glendale Avenue should be improved
6. The Second Street/Glendale Avenue and Mill Street weave will be fixed
7. Freeway safety in general should improve





## Project Delivery Method Recommendation Form

**Project Name:** Reno Early Action Project (REAP)

Criterion	DBB	DB	CMAR
Criterion 1: Cost Impacts			
Criterion 2: Schedule Impacts			
Criterion 3: Opportunity to Manage Risk			
Criterion 4: Complexity of Design and Construction Phasing			
Criterion 5: Opportunity for Innovation			

● = Most appropriate  
 ● = Neutral  
 ● = Least Appropriate

Recommended Delivery Method		
DBB	DB	CMAR

Summary of key issues justifying the above opinion:

*Regarding cost, Design-Build (DB) delivery will provide highly competitive pricing (inclusive of risk transfer to the contractor) in part because there are no other significant projects at this time and in this area. Construction Manager at Risk (CMAR) delivery would likely be the quickest approach to complete the project, with DB and Design-Bid-Build (DBB) delivery having roughly the same schedule for each respective approach. Risks related to Maintenance of Traffic (MOT), structural design, and geotechnical design may be best managed by the contractor, which give preference to a DB delivery. Responsibilities for 1) MOT (arguably the biggest risk on the project) and 2) limiting disruption to emergency service providers, schools, residents, and business access are retained by the contractor, who owns the means and methods under a DB delivery. CMAR was a close second when considering complexity of design and construction phasing. Lastly, there is limited opportunity for innovation beyond potentially innovative MOT during construction, and the project's scope (incl. ROW needs) is fairly defined at this time. A DB competition will net multiple contractor approaches regarding MOT strategies. This will allow NDOT to evaluate a broader perspective of means and methods to limit impacts that the winning proposer could implement. NDOT should see value for the stipends paid under DB delivery from the multiple MOT strategies developed for the project.*



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## MEMORANDUM

April 25, 2018

**To: Rudy Malfabon, P.E., Director**  
**From: Nick Johnson, P.E., Project Management Chief**  
**Subject: Reno Early Action Project – Design-Build Stipend Amount**

I am requesting confirmation of your approval of the recommended stipend amount which will be published in the RFP for this project.

Currently, the Department anticipates a Contract amount of approximately \$135 million to \$165 million, which includes an anticipated design cost between \$7 million and \$11 million and an anticipated construction cost between \$127 million and \$155 million. Using this value and the guidance from the Pioneer Program Manual, the base recommended stipend for a project of this cost and nature is between 0.10% and 0.12% of the estimated construction cost of the project. Additional factors were considered when determining this stipend amount such as encouraging competition, technical complexity, and information required of the proposers. These factors are outlined in the attached Table 3-2. This range was \$150,000 and \$250,000.

On previous design-build projects, the Department approved the following stipend amounts:

Project	Construction Cost	Stipend Amount
Garnet Interchange	\$58 M	\$170,000
USA Parkway	\$76 M	\$100,000
Project Neon	\$559 M	\$1,500,000

Based on discussions with our Project Manager (Dale Keller), we recommended a stipend amount in the upper range. The RFP will require some innovative requirements for maintain traffic during construction and limiting disruption to stakeholders. In addition, the difficulties associated with construction around the Truckee River and the UPRR. In consideration of these factors as well as the size of the project, I am recommending a stipend amount of \$225,000 for this project.

Please let me know if you have any questions or concerns.

Approved:

DocuSigned by:  


Rudy Malfabon, Director

Attachment: Tables from Pioneer Program Manual



<b>Contract Value</b>	<b>Complex Urban &amp; Rehabilitation*</b>	<b>New Construction*</b>	<b>Compensation Range*</b>
< \$5M	0.0050 * Estimate	0.0040 * Estimate	\$15K - \$25K
\$5M - \$20M	0.0030 * Estimate	0.0025 * Estimate	\$15K - \$60K
\$20M - \$50M	0.0020 * Estimate	0.0018 * Estimate	\$36K - \$100K
\$50M - \$100M	0.0015 * Estimate	0.0012 * Estimate	\$60K - \$150K
> \$100M	0.0012 * Estimate	0.0010 * Estimate	\$100K+

**EXAMPLE 1\*:** A \$4M rehabilitation project would have a recommended compensation of \$20,000 ( $0.0050 \times \$4,000,000 = \$20,000$ )

**EXAMPLE 2\*:** A \$30M complex urban project would have a recommended compensation of \$60,000 ( $0.0020 \times \$30,000,000 = \$60,000$ )

**EXAMPLE 3\*:** A \$175M new bridge project would have a recommended compensation of \$175,000 ( $0.0010 \times \$175,000,000 = \$175,000$ )

\*Note, the values in this table do not account for additional factors that should be considered when determining a stipend amount. See Table 3-2 for additional information.

Table 3-1: Stipend Guidelines

Variable	Discussion	Impact
Project Size	The cost of preparing a proposal is somewhat a function of the size of a project. However, there are considerable fixed costs that are not related to project size.	There is an inverse relationship between stipend amount and project size. The smaller the project the larger the stipend is relative to the overall project size: i.e. small projects tend to have a larger percentage of project cost stipend versus a large project.
Technical Complexity	Projects that require technically complex solutions will require more work on the part of the proposer which increases the cost of preparing the proposal.	RFPs requiring the Proposer to address complex technical issues will lead to a higher percentage stipend.
Financial Complexity	Projects that require financially complex solutions will require more work on the part of the proposer which increases the cost of preparing the proposal. This is generally not a factor for D/B projects.	RFP's requiring the Proposer to address complex financial issues will lead to a higher percentage stipend.
Risks Transferred	The more project risk which a proposer is asked to assume will lead to greater proposal costs since the proposer will need to develop approaches to mitigate these risks. These mitigation techniques may or may not be disclosed to the Department.	The more risk that is transferred to a Proposer will lead to a higher percentage stipend.
Information required of the Proposer	This is simply related to extent of information being required in a proposal, including the number of volumes, etc. As a result the Department needs to be careful that information it is requesting will be of value in making a selection or is required by the applicable statute.	The more extensive the requirements of proposal, the higher the stipend should be as a percentage of project costs.
Competition	If the stipend is considered insufficient by proposers relative to the variety of elements required to submit a proposal, some proposers may drop out of the competition, or may not even submit qualifications. In making a decision to submit a proposal a proposer has to weigh a number of factors including: <ul style="list-style-type: none"> <li>• Type of project</li> <li>• Probability of being awarded the project</li> <li>• Cost of preparing a submittal(s)</li> <li>• Size and type of project</li> <li>• Specific project requirements</li> <li>• Stipend amount</li> <li>• Current and projected workloads</li> </ul>	Larger stipends tend to encourage more proposers, leading to greater competition. Greater competition benefits the project both in terms of better pricing, more innovative technical solutions, and greater public confidence in the process.
Market	In tough construction markets when there is not a lot of work available, proposers will be more aggressive in project pursuits. This includes the willingness to accept lower stipends. Conversely, in good markets with lots of work proposers can afford to be choosier about the projects they pursue, or don't pursue.	In slower construction markets, the Department can offer lower stipends. In a robust construction market, the Department will need to offer higher stipends to foster adequate competition.
Quality of Proposals	All things being equal, larger stipends tend to generate better proposals. In essence stipends are sometimes viewed as supplemental funds which allow more resources to be expended on a proposal.	Higher stipends tend to lead to higher quality and more fully developed proposals.

**Table 3-2: Factors that Influence Stipend Amounts**



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## MEMORANDUM

May 2, 2018

**TO:** Department of Transportation Board of Directors  
**FROM:** Rudy Malfabon, Director  
**SUBJECT:** May 14, 2018 Transportation Board of Directors Meeting  
**Item #9:** Old Business

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### **Summary:**

This item is to provide follow up and ongoing information brought up at previous Board Meetings.

### **Analysis:**

- a. Report of Outside Counsel Costs on Open Matters - *Informational item only.*  
Please see Attachment A.
- b. Monthly Litigation Report - *Informational item only.*  
Please see Attachment B.

### **List of Attachments:**

- a. Report of Outside Counsel Costs on Open Matters - *Informational item only.*
- b. Monthly Litigation Report - *Informational item only.*

### **Recommendation for Board Action:**

Informational item only.

OPEN NDOT - OUTSIDE COUNSEL CONTRACTS AS OF APRIL 20, 2018						
Case/Project Name	Contract Period	Contract and Amendment Date	Contract and Amendment Amount	Total Contract Authority	Contract Authority Remaining	
Nossaman, LLP	Project Neon Legal and Financial Planning NDOT Agmt No. P014-13-015	3/11/13 - 12/31/20 Amendment #1 Amendment #2	3/11/13 1/14/14 12/15/15	\$ 1,400,000.00 \$ 2,000,000.00 \$ 300,000.00	\$ 3,700,000.00	\$ 145,988.74
Sylvester & Polednak, Ltd.	NDOT vs. Wykoff 8th JD - A-12-656578-C Warms Springs Project - Las Vegas NDOT Agmt No. P071-13-004	2/27/13 - 1/31/19 Amendment #1 Amendment #2 Amendment #3 Amendment #4 Amendment #5	2/27/13 1/23/15 5/13/15 6/24/16 1/19/17 10/6/17	\$275,000.00 Extension of Time \$ 150,000.00 \$ 65,000.00 Extension of Time \$ 50,000.00	\$ 540,000.00	\$ 20,370.87
Sylvester & Polednak, Ltd.	NDOT vs. I-15 & Cactus Cactus Project - Las Vegas 8th JD - A-12-664403-C NDOT Agmt No. P074-13-004	2/27/13 - 2/28/19 Amendment #1 Amendment #2	2/27/13 2/17/15 10/6/17	\$ 200,000.00 Extension of Time \$ 95,000.00	\$ 295,000.00	\$ 30,150.67
Kemp, Jones, Coulthard	Nassiri vs. NDOT 8th JD A672841 NDOT Agmt No. P290-13-004	7/17/13 - 2/28/19 Amendment #1 Amendment #2 Amendment #3	7/17/13 2/12/15 8/12/15 1/17/17	\$ 280,000.00 \$ 475,000.00 \$ 375,000.00 \$ 100,000.00	\$ 1,230,000.00	\$ 341.69
* Richard G. Campbell, Jr., Inc. Novation Agreement from Downey Brand, LLP	Legal Support for utility matters relating to Project Neon and Boulder City Bypass NDOT Agmt No. P210-14-004	5/14/14 - 5/31/18	5/14/14	\$ 250,000.00	\$ 250,000.00	\$ 245,570.00
Sylvester & Polednak	First Presbyterian Church Project Neon NDOT Agmt No. P327-14-004	7/17/14 - 7/31/18 Amendment #1	7/17/14 6/29/16	\$ 280,000.00 Extension of Time	\$ 280,000.00	\$ 206,697.55

**Contracts Closed Or Expired Since Last Report:**

Vendor	Case/Project Name	Contract Period	Contract and Amendment Date	Contract and Amendment Amount	Total Contract Authority	Contract Authority Remaining
NONE						

\* The firm of Richard G. Cambell, Jr., Inc. has entered into a novation agreement taking over from the prior firm of Downey Brand, LLP representing the Department in utility matters relating to condemnation.

Monthly Litigation Report to the Nevada Department of Transportation - April 20, 2018				
Case Name	Nature of Case	Outside Counsel to Date		
		Fees	Costs	Total
<b>Condemnations</b>				
NDOT vs. 1916 Highland Properties, Ltd.	Eminent domain - Project Neon	\$ -	\$ -	\$ -
NDOT vs. Ad America, Inc. (Neon-Silver Ave.)	Eminent domain - Project Neon	\$ -	\$ -	\$ -
NDOT vs. Danisi, Vincent, J. III	Eminent domain - Project Neon Administrative Action for Relocation Benefits	\$ -	\$ -	\$ -
NDOT vs. Jackson, Darrell, et al.	Eminent domain - Project Neon	\$ -	\$ -	\$ -
* NDOT vs. Sharples, John; Sharples, Bonnie	Eminent domain - Project Neon - Appealed	\$76,734.00	\$17,905.04	\$ 94,639.04
NDOT vs. Wykoff Newberg Corporation	Eminent domain - I-15 and Warm Springs	\$ 456,100.64	\$ 63,528.49	\$ 519,629.13
		\$ 532,834.64	\$ 81,433.53	\$ 614,268.17
<b>Inverse Condemnations</b>				
FLP Holdings, LLC	Inverse condemnation	\$ -	\$ -	\$ -
Lagomarsino, Norma vs. NDOT	Inverse condemnation	\$ -	\$ -	\$ -
Nassiri, Fred vs. NDOT	Inverse condemnation	\$ 1,055,721.84	\$ 171,237.77	\$ 1,226,959.61
Stak 2 Holdings, LLC	Inverse condemnation			
Village Springs, LLC	Inverse condemnation	\$ -	\$ -	\$ -
		\$ 1,055,721.84	\$ 171,237.77	\$ 1,226,959.61
<b>Cases Closed and Removed from Last Report:</b>				
NDOT vs. Tomahawk, LLC, et al.	Eminent domain - I-15 (Starr Interchange)	\$ -	\$ -	\$ -
NDOT vs. I-15 and Cactus, LLC	Eminent domain - I-15 Cactus	\$ 239,084.75	\$ 25,764.58	\$ 264,849.33
<b>New cases appear in red. No new cases this period.</b>				
* These totals show the combined funds expended in closed Agreement P434-14-004 and closed Agreement P718-16-004.				

Monthly Litigation Report to the Nevada Department of Transportation - April 20, 2018				
Case Name	Nature of Case	Outside Counsel to Date		
		Fees	Costs	Total
<b>Torts</b>		\$ -	\$ -	\$ -
Abrego, Jose vs. NDOT	Plaintiff alleges negligence and personal injury			
Corbin, Kaleb vs. NDOT	Plaintiff alleges negligence and personal injury			
Ducoing, Holly Ann vs. NDOT; et al	Plaintiff alleges negligence and personal injury			
Hendrickson, Cynthia vs. NDOT	Plaintiff alleges negligence and personal injury			
Hitzemann, Darrell, et al. vs. Las Vegas Paving; NDOT	Plaintiff alleges negligence and personal injury			
King-Schmidt, Barbara vs. NDOT	Plaintiff alleges negligence and personal injury			
Liu, Hui vs. Clark County and NDOT	Plaintiff alleges negligence and wrongful death			
NDOT vs. Tamietti	NDOT seeks injunct. relief to prevent closing access			
Simpson, David W., et al vs. NDOT	Plaintiff alleges wrongful death			
Sloane, Miguel vs. NDOT	Plaintiff alleges negligence and personal injury			
Vezina, Macy vs. Fedex Freight et al.; NDOT, et al.	Defendant third-party complaint alleging negligence			
<b>Contract Disputes</b>				
Road and Highway Builders vs. NDOT	Plaintiff alleges Contract #3699 awarded in error			
<b>Miscellaneous</b>				
Hawhee, William L. and Hawhee, Dianne P. vs. NDOT	Complaint for Quiet Title			
Laborer' International Union vs. Labor Commissioner, NDO	Petition for Judicial Review			
<b>Personnel Matters</b>				
Akinola, Ayodele vs. State, NDOT	Personnel Matter			
Boice, Rocky vs. State, NDOT	Personnel Matter			
Bonnet, Bobby vs. State, NDOT	Personnel Matter			
Cerini, Cheri vs. NDOT	Personnel Matter			
Cosio, Christine vs. NDOT	Personnel Matter			
Crawford, Kendrick, vs. State, NDOT	Personnel Matter			
Smith, Monika vs. State, NDOT	Personnel Matter			
Wells, Jonathan vs. State, NDOT	Personnel Matter			
Zenor, Chad T. vs. State, NDOT	Personnel Matter			
<b>Cases Closed and Removed from Last Report:</b>				
Lorenzi, Anthony vs. State, NDOT	Personnel Matter			
Zenor, Chad T. vs. State, NDOT	Personnel Matter			
<b>New case appears in red.</b>				

Outside Counsel  
Fees and Costs of Open Cases  
as of April 20, 2018

<u>Category</u>	<u>Fees</u>	<u>Costs</u>	<u>Total</u>
Condemnation Litigation	\$ 532,834.64	\$ 81,433.53	\$ 614,268.17
Inverse Condemnation Litigation	\$ 1,055,721.84	\$ 171,237.77	\$ 1,226,959.61
Construction Litigation	0	0	0
Personnel Litigation	0	0	0
Tort Claim Litigation	0	0	0
		\$ 252,671.30	\$ 1,841,227.78