



Department of Transportation  
Board of Directors  
Notice of Public Meeting  
1263 South Stewart Street  
Third Floor Conference Room  
Carson City, Nevada  
March 11, 2019 – 9:30 a.m.

## AGENDA

1. Welcome / Roll Call
2. Presentation of Retirement Plaques to 25+ Year Employees – *Informational item only.*
3. Receive Director's Report – *Informational item only.*
4. 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.*
5. Approval of the January 31, 2019 Nevada Department of Transportation Board of Directors Meeting Minutes – *For possible action.*
6. Approval of the February 11, 2019 Nevada Department of Transportation Board of Directors Meeting Minutes – *For possible action.*
7. Approval of Contracts over \$5,000,000 (See Attachment A) – *For possible action.*
8. Approval of Agreements over \$300,000 (See Attachment B) – *For possible action.*
9. 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.*
10. Resolution of Abandonment – *For possible action*  
  
Disposal of a portion of NDOT right-of-way, a parcel of land along SR-756 (Centerville Ln.) in the Gardnerville Ranchos, County of Douglas, State of Nevada (SUR 18-03)
11. Condemnation Resolution No. 470 – *For possible action.*  
  
Resolution of the Board of Directors of the Department of Transportation authorizing by condemnation of property for the reconstruction of the I-15/CC-215 Northern Beltway Interchange, Phase 4 of the I-15 North Corridor Project, in the City of North Las Vegas, Nevada.
12. Public Comment – limited to no more than three (3) minutes. *Informational item only.*
13. 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 the Department of Transportation at (775) 888-7440. 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).

This agenda was posted at [www.nevadadot.com](http://www.nevadadot.com) and at the following locations:

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

# Nevada Department of Transportation

## Board of Directors

### Meeting Minutes

January 31, 2019  
9:00 AM

**Meeting Location:** 1263 South Stewart Street  
Third Floor Conference Room  
Carson City NV 89712

**Present:** Governor Steve Sisolak, Lt. Governor Kate Marshall (by phone), Controller Catherine Byrne, Virginia Valentine, Len Savage, BJ Almborg, Frank Martin, Kristina Swallow, Bill Hoffman, Dennis Gallagher.

#### 1. Welcome and Roll Call

Governor Sisolak called the meeting to order on Thursday, January 31, 2019 at 9:00 AM. A roll call was conducted per the request of the Lt. Governor Kate Marshall and a quorum was established. It was verified that the meeting was properly noticed.

#### 2. Public Comment #1

Hearing and seeing no one, the Governor closed the first session of Public Comment.

#### 3. Consideration of Appointment of new Director to the Department. Pursuant to Nevada revised Statute 408.106 consideration of the selection of Kristina L. Swallow as the Director of the Nevada Department of Transportation (For Possible Action)

Governor Sisolak and other Board Members gave their approval and full support to the appointment of Kristina L. Swallow as the new Director for the department.

**Motion: Member Savage made a motion to approve Kristina Swallow to serve as Director for the Nevada Department of Transportation. Member Martin second the motion. The motion passed unanimously.**

#### 4. Public Comment #2

Tina Quigley from the Regional Transportation Commission of Southern Nevada along with her Board expressed their support and enthusiasm for the appointment of Kristina.

#### 5. Adjournment (For Possible Action)

**Motion: Governor Sisolak made a motion to adjourn. The motion passed unanimously.**

# Nevada Department of Transportation

## Board of Directors

### Meeting Minutes

February 11, 2019  
9:30 AM

**Meeting Location:** 1263 South Stewart Street  
Third Floor Conference Room  
Carson City NV 89712

**Present:** Governor Steve Sisolak, Lt. Governor Kate Marshall, Controller Catherine Byrne, Virginia Valentine, Len Savage, BJ Almberg, Frank Martin, Kristina Swallow, Bill Hoffman, Dennis Gallagher.

#### 1. Welcome and Roll Call

Governor Sisolak called the meeting to order on Monday, February 11, 2019 at 9:30 AM. A roll call was conducted and a quorum was established. It was verified that the meeting was posted in compliance with the Nevada Opening Meeting Law.

#### 2. Director's Report (Informational Item)

Director Swallow shared some good news, a legislative update, some project updates and some Federal Government items. The highlights were:

- NDOT received an award from Engineering News Records, the Owner of the Year for the Southwest Region; they were recognized for their efforts in taking on ambitious, large-scale projects, in particular the USA Parkway, I-11 and Project NEON.
- The federal government issued us \$8.1 million in grants to make needed repairs but this also includes reimbursement for work already completed, which doesn't always happen. So, \$4.8 of the \$8.1 million is going towards repairs that were already made on SR-158. Then the additional funding will go to work on Nipton Road, which was washed out by a rainstorm last year.
- The groundbreaking ceremony for phase 3C of US-95 was on January 22<sup>nd</sup>. In attendance was the Golden Knights Mascot, Chance and the de facto mascot, Bark Andre Fleury. Phase 3C includes three new ramps linking 95 to the 215 Beltway and will allow for a safer, more efficient commute.
- NDOT is introducing two bills this Legislation Session, but they are also tracking 25 transportation related pieces of legislation, 130 bill draft requests, and have submitted six fiscal notes on other bills. Sean Sever, NDOT's Communications Director will be the liaison to the Legislature. NDOT is working on making sure that they maintain the relationship that they've had over the last several sessions and grow it where appropriate.
- Reno Spaghetti Bowl Update: this EIS has been fast-tracked and is on target to finish the environmental impact study by this summer. Phase 1 of the construction for SBX, the Spaghetti Bowl Express, is in design-build procurement right now and expected to start construction in 2020.
- Reno/Tahoe Airport Direct Access Update: there's been some back and forth in terms of access to the airport with this project. NDOT's preferred alternative will retain the southbound I-580 direct connector ramp. There will be no more environmental impacts. The airport is planning on considering this preferred alternative on Thursday.

Lieutenant Governor Marshall asked about the issue of security, terrorism, and emergency events. She said she was concerned about the security issues of getting rid of one of the alternatives to entering and exiting the freeway and where you have a school nearby. Director Swallow said she would provide answers to those concerns at a future meeting.

- US-50 Widening near Silver Springs Update: this 10-mile, \$50 million project is the final phase of widening to four-lanes between Carson City and Silver Springs. As part of this project, they will be adding a traffic roundabout that will replace the existing flashing traffic signal at US-50 and 95A. They will also be constructing eight frontage roads, tying local access roads into major intersections for safer turns to and from the highway. Adding enhanced lighting, drainage improvements and 14-miles of livestock fencing.
- NDOT just launched a pilot project to address wrong-way driving. This pilot program includes installing 20 wrong-way detection systems on US-395 ramps in Northern Nevada. They will use radar and closed circuit cameras to automatically detect the vehicles and create that alert system.
- Future high-speed rail system update: Brightline has submitted a 15% plan. The proposed alignment is within the I-15 median, with the last five to six miles on a viaduct as it enters into the urban Las Vegas area until it reaches its terminus, which is currently planned at the Southwest Quadrant of I-15 and Flamingo. Brightline has a very aggressive schedule; they're looking to break ground as soon as later this year with services starting in 2022.
- Federal government items: As part of the FAST Act that was approved a couple of years ago at the federal level, a new grant program was introduced, the INFRA Grants. Infrastructure for Rebuilding America. NDOT will be applying for three projects. The I-15/Tropicana interchange, which is needed to be updated, repaired and to really meet the needs of the traffic that we have today. Climbing lanes on US-93 between I-80 and Idaho Stateline. And, the I-80 widening from Vista to the USA Parkway.

Member Savage thanked Director Swallow and her staff at NDOT for the outstanding job they do, and Governor Sisolak echoed those comments.

### 3. Public Comment #1

Mr. Charles Kennedy from Stagecoach stated that there is one main transport in and out of Stagecoach and that's Highway 50. He believes the design through Stagecoach is unsafe as it stands and will not handle a flash flood or a 500-year flood. Additionally, the removal of the left-hand turn lane to go into the Stagecoach Market will result in a huge loss of business for the Stagecoach Market and Gas Station especially since a new gas station is being built down USA Parkway.

### 4. Appointment of Lieutenant Governor Kate Marshall to Serve as State Transportation Board Vice Chair (For Possible Action)

Governor Sisolak asked a legal question: was it necessary to have seconds on motions brought forward? Dennis Gallagher, Counsel for the Board, stated that historically, the Board has required seconds, but it's not in statute. The Governor said he didn't think they needed to have seconds on motions anymore.

**Motion: Member Byrne made a motion to approve Lieutenant Governor Kate Marshall to serve as State Transportation Board Vice Chair. The motion passed unanimously.**

### 5. Approval of the December 3, 2018 Nevada Department of Transportation Directors' Meeting Minutes (For Possible Action)

Governor Sisolak made a suggestion that future minutes have summaries only instead of the elaborate, detailed minutes of the past. Counselor Dennis Gallagher stated there is no requirement by law and the Board can choose whatever format suits their purposes best.

Member Martin said the minutes have been used as a follow-up for commitments that have been made to the staff and the Board for follow-up items and in that regard, beneficial. Member Almberg stated he was fine with summary minutes. The Governor said going forward, they should start summarizing.

**Motion: Member Martin made a motion to approve the December 3, 2018 Nevada Department of Transportation Directors' Meeting Minutes. The motion passed unanimously, with Member Martin, Member Marshall, and Governor Sisolak abstaining.**

## **6. Approval of Agreements Over \$300,000 (For Possible Action)**

Mr. Robert Nellis, Assistant Director for Administration, gave an overview of some of the approval thresholds and how agenda items are typically presented. The Department is governed by NRS 408 and current contract authority that's been delegated to the Director is any construction contract of \$5 million and above is subject to approval by the Board, as well as any agreements of \$300,000 and above. Anything below those threshold amounts are informational items that are reported to the Board every month. Mr. Nellis then outlined the five agreements under Agenda Item #6:

- **Line Item No. 1** is for Independent Assurance Testers. This is Amendment #3 to increase authority by \$25,000 due to increased workload and unanticipated vacancies.
- **Line Item No. 2** in the amount of \$1,397,780 is a feasibility study for the Interstate 15 Corridor, to identify right of way needs, operational improvements and phasing options.
- **Line Item No. 3** in the amount of \$6 million, is Amendment #5 to increase authority and extend the termination date for the continuation of NEPA, final design services and to begin preliminary design and NEPA studies for the I-515 bridge replacement and downtown access project.
- **Line Item No. 4** in the amount of \$3,654,176 is to provide engineering services for US-395 North Valley, including geotechnical investigation, structural design, subsurface utility exploration, landscape and aesthetics and public outreach to alleviate congestion on US-395 and enhance safety.
- **Line Item No. 5** is a proof of concept study in the amount of \$309,581, to provide high accuracy, multimodal traffic trajectories, by collecting data from all road users to improve traffic safety.

Member Marshall asked for some clarification on Line Item No. 1 and Mr. Thor Dyson, Assistant Director of Operations, provided the following details: The \$25,000 increase on Line Item No. 1 is due to vacancies that NDOT has had for quite some time. Four out of six Independent Assurance Tester positions are vacant. The \$25,000 is needed for the vacancies that NDOT is struggling to fill.

Member Marshall had some math questions about Line Item No. 3. The original agreement amount does not add up to the payable amount when you add \$6 million to it. \$2.6 million, plus \$6 million, doesn't equal \$9.9 million.

Mr. Ryan Wheeler, Project Manager for the Nevada Department of Transportation provided some clarification. The original agreement had an amendment that increased that to \$3.092. There's a project that NDOT is pursuing in the downtown Las Vegas area called the Downtown Access Project. The original agreement allowed the Department to amend the agreement to pursue the delivery of the project. The additional \$6 million is to pursue project delivery of the project.

Mr. Wheeler went on to discuss the amendment of the I-515 Feasibility Study agreement with Jacobs Engineering Group to add an additional \$6 million to the agreement. NDOT is bringing this item before the Board in consideration to deliver a project which concept was born during the original agreement. The proposed project is called the Downtown Access Project.

The project is located on I-515, between the Downtown Las Vegas Spaghetti Bowl and the Las Vegas Boulevard. The project needs are to replace a portion of the viaduct structure, improve safety and operations along I-515, add an HOV interchange, half-interchange and improve access and connectivity to the downtown Las Vegas area. The elevated structure, or viaduct at I-515 is 1.6 miles in length and is split into two separate bridges, combined and measure 1.6 miles. The eastern bridge is the I-947 structure, was constructed in 1985, so it is 34 years old. It has 56 spans and is located between 4th Street and 20<sup>th</sup> Street. The western bridge is G-947 was constructed in 1968. It is 51 years old. It has 23 spans and is located between the

UPRR crossing and 4th Street. It is a priority for NDOT to replace this structure in an appropriate timeframe. Repairs and rehabilitation costs for this bridge have been growing. From a traffic operations perspective, these two miles of I-515 operate poorly.

In the northbound direction there are competing, weaving interests between Las Vegas Boulevard and 4th Street onramps against the I-15 southbound off-ramp. This creates a bottleneck that causes congestion as far south as the Charleston Avenue interchange on nearly a daily basis.

For the I-515 southbound direction, the main cause for congestion is due to the I-15 southbound and northbound off-ramps. These ramps combine to one ramp prior to merging on the I-515 southbound. When they merge on to the I-515 southbound, they enter into what we refer as a trap lane or a lane that must exit and it goes to Casino Center exit. The I-15 southbound ramp is now backing up on to the I-15 mainline frequently and the I-15 northbound ramp is backing up on to the mainline periodically. These types of backups present a safety concern in the form of high-speed rear-end accidents.

The proposed project will provide a new viaduct bridge and a new HOV half-interchange to City Parkway. It will also provide ramp braiding which will relieve the congestion and safety concerns. The project will also provide three through lanes through the Spaghetti Bowl.

The details of the agreement include an increase of \$6 million from the \$3.902. It changes the expiration date to December 2021, to start performing the heavy lift. NDOT has already negotiated the first task order because this is a task order agreement, with Jacobs Engineering, at the tune of \$1.14 million to help us with preliminary design at NEPA. It leaves about \$4.86 million left so NDOT can perform additional tasks on an as needed basis and then they may pursue future amendments based on project delivery and construction support.

The NDOT team will be pursuing a NEPA designation, whether it's going to be categorical exclusion or environmental assessment. If it's a CE, it's about a three to six month timeframe. If it's an EA, it's 12 to eight months. The NDOT Environmental Group is hopeful that this will be a categorical exclusion. The team will come back to the Board in August with a refined project schedule along with refined project costs and also some options for construction and right-of-way funding, as well as project delivery options.

Member Savage asked Mr. Wheeler what Jacobs has billed the Department to this point? Mr. Wheeler replied there's \$3.094 million billed to date.

Member Almberg reminded everyone that they're currently issuing this first task order to get to the point where they will know whether they will have to do a categorical exclusion or an EA. He asked what was the likelihood that they'll be able to get away with a categorical exclusion?

Mr. Mortensen said they don't have any real major concerns that would lead them to believe that it's definitely going to need an environmental assessment. It's not near a residential neighborhood and the property is already disturbed. That helps alleviate a lot of the environmental concerns that are generally associated with the EA or an EIS.

Member Almberg said if they get a categorical exclusion, the remaining \$4.8 million that's left in the \$6 million adjustment will get them through the final design of the project. If they have to go through an EA, it will not get them through that process.

Member Almberg addressed the issue of the need for additional staff. The reason they have so much consultant work going on is because of the low wages of NDOT employees. They could possibly reduce some of the consultant fees in the future if somehow they could get wages up to where they could get more people wanting to come to work for NDOT directly.

The Governor asked when was the last time they did a Wage Comp Study with the private sector? Mr. Dyson said he believed it was in the late 90s. Governor Sisolak said if it's been 20 years, it's probably time to do another one. He asked staff to look into that.

Member Savage asked for clarification on the I-15 study. Were actual state funds being used? Mr. Mortensen said they are using state funds for that study and it's common for them to do that very early on in the process until they decide whether or not they want to engage their federal partners in funding. Many final designs will still perform with state funds so that they don't tie it up with the federal requirements.

**Motion: Member Martin made a motion to approve the five agreements over \$3000,000 as detailed in the presentation and Board packet. The motion passed unanimously.**

Governor Sisolak asked how did the thresholds get established on Item No. 6? Mr. Nellis replied they were established in 2011 and currently the lowest threshold for surrounding states is \$500,000. The Governor expressed his belief that the threshold should be increased so the staff will have more flexibility and much time will be saved. Director Swallow said they would work on a recommendation by the next Board Meeting.

## **7. Contracts, Agreements, and Settlements (Informational Item)**

Mr. Nellis detailed the two attachments under Agenda Item No. 7. There were six projects under **Attachment A**.

The first project is located on SR-582, Boulder Highway in Clark County, to replace a deficient bridge structure. There were four bids and the Director awarded the contract to Fisher Sand & Gravel, in the amount of \$2,446,446.

The second project is located at US-95 and Mina from Sixth Street to Eleventh Street in Mineral County. This is to construct sidewalks and ADA curb ramps. There were four bids and the Director awarded the contract to V&C Construction in the amount of \$345,913.80.

The third project is located on SR-667 at Kietzke Lane from Mill Street to Galletti Way in Washoe County, to install a complete street design with pedestrian, bike and ADA improvements. There were four bids and the Director awarded the contract to Granite Construction Company in the amount of \$3,021,021.

The fourth project is located at the Tonopah Maintenance Station, Administration Building in Nye County. This is for a selective demolition, asbestos removal, rough carpentry, joint sealants, new doors and windows, finishes, specialties, mechanical and electrical. There were two bids and the Director awarded the contract to MGM Construction in the amount of \$1,423,669.

The fifth project is located on I-15 North at the Garnet Interchange to the Arizona state line in Clark County to install infrastructure technology services. There were three bids and the Director awarded the contract to Anderson Hoeram & Excavation in the amount of \$2,281,946.

The sixth item is an emergency project at the Reno, NDOT Reno Maintenance Yard in Washoe Valley for emergency repair to the southwest corner of NDOT's Sprung Structure due to extensive damage to the overhead door. The Director awarded the contract to Facility Management, Inc. in the amount of \$69,870.

There are 102 agreements under **Attachment B**, Items 1-5 are Acquisitions and Appraisals. Items 6-14 are Cooperative and Facility Agreements. 15-18 are Grant and Interlocal Agreements. 19-42 are Service Providers and lastly, Items 43-102 are no cost agreements and amendments to the Department.

Member Almberg asked about the sidewalks in the town of Gardnerville. They are having trouble with their permits and the price has just continued to escalate. What's going on? Mr. Mortensen said he would investigate that a little bit further and get back to the Board.

## 8. Resolution of Abandonment (For Possible Action)

An unidentified speaker spoke about disposal of a portion of NDOT right-of-way, a parcel of land along SR-756 (Centerville Lane) in the Gardnerville Ranchos, County of Douglas. The Surplus Property Committee and several Divisions within the Department have reviewed the property rights and NDOT's current use and they've determined that it is no longer needed to maintain the current roadway.

Governor Sisolak asked how much did they pay for the parcel? The unidentified speaker said he would have to do some research to get that amount. The Governor asked how much are they selling it for? The unidentified speaker said they are not selling it; they're abandoning it in accordance with state law. The Governor said he could not support this until he gets some details on what's going on.

Mr. Dyson explained a lot of times a construction project will come through where they will need to have an easement to get in there and to build the facility. He said he would get back to the Board about this parcel. Governor Sisolak said he definitely wanted specifics on this particular abandonment, so until that time, they would postpone any action.

## 9. Equipment in Excess of \$50,000 (For Possible Action)

Mr. Darren Tedford, Chief Materials Engineer for NDOT, presented an overview of a device that helps measure the smoothness of a road. It's something critical to operation for accepting contracts, for measuring the condition of roads. It was legislatively approved and a step in the process of buying this equipment is getting the Board's approval. The specs have been developed and will be sent out for competitive bid. There were no questions or comments from the floor.

**Motion: Member Savage made a motion to approve the purchase of the High Speed Profiling Device as detailed in the Board packet. The motion passed unanimously.**

## 10. Hearing on Intent to Act Upon a Regulation for Proposed Regulations Pertaining to NAC 484D Over-Dimensional Vehicle Permitting and Restrictions (For Possible Action)

Governor Sisolak asked for public comments before the presentation of Item No. 10, and there were none.

Lynn Hoffman, Chief of Administrative Services, presented an overview. In accordance with statute, NRS 233B, public notice was posted on January 7 and the public comment period closed officially February 8, 2019 at 5:00 PM.

NAC 484D is the Equipment and Size, Weight and Load of Vehicles Regulations. The State of Nevada Legislature delegates authority to certain agencies to take action to establish regulations or to amend them. And that's in accordance with NRS 645C.210(2)(a). NDOT is defined as such an agency to take action and there's also the State of Nevada Administrative Rulemaking that defines in the manual how we are to conduct this activity. Two public workshops were conducted in May. Discussion roundtables occurred over the course of two years in 2017 and 2018.

The proposed amendments are in six sections:

**Section 1:** updated office hours and online permitting information.

**Section 2:** clarifies deposit agreement versus credit.

**Section 3:** offers the opportunity for electronic permits to be displayed on mobile devices.

**Sections 4:** adds safety survey language.

**Section 5:** harmonizes regulations with surrounding states.

**Section 6:** revises the requirement for pilot cars.

Should the Board decide to adopt the amendments, this is what will happen next: these changes will be submitted back to the LCB, the Legislative Council Bureau who will finalize them for the Secretary of State and present them to Governor Sisolak for his signature. Once that is finalized, they will publish the regulations and make those available.

Governor Sisolak asked who has to follow these regulations? Ms. Hoffman replied any of those who are subject to request and obtain a permit. So, that's for oversized, overweight vehicles, any member of the industry. So, those who are moving the loads, it'd be the companies or the governmental agencies themselves to obtain the permit.

**Motion: Member Almberg made a motion to approve the regulation as proposed with the amendment and the redundancy eliminated as detailed in the Board packet. The motion passed unanimously.**

## **11. 2019 AASHTO Washington Briefing (Informational Item)**

Director Swallow prefaced her presentation by defining some acronyms: **AASHTO** is the American Association of State Highway Transportation Officials. **WAASHTO** is the Western Association of State Highway Transportation Officials.

Director Swallow said she and several team members will be heading to Washington DC as part of AASHTO's Washington Briefing. While they are there, they will be discussing national transportation policy issues with other states and partner organizations. They will be listening to congressional leaders and meeting with congressional leaders on their concerns regarding transportation policy. They will hear from USDOT Secretary, Elaine Chao and other DOT leaders regarding federal transportation policy. They will be meeting with their delegation and be asking for their support of our INFA Grant Submittals.

There are five federal policy issues they will be discussing. They are looking at repealing the 2020 rescission. Whenever a federal transportation bill is passed, there's always a funding concern and a funding crisis and issue because they've not raised the Federal Gas Tax since 1993. In order to do that, what they generally do is, they put in a rescission at the last year of the bill. In this case, that would be 2020 and that could be an impact to Nevada of \$71 million. So, they will be asking for them to repeal the rescission.

They will also be asking them to authorize a long-term federal surface transportation bill. Nevada is currently governed by the FAST Act that is set to expire in 2020. They're asking them to start working on it now so there is no gap and no multiple short-term extensions.

They're asking for them to ensure a strong investment in multimodal transportation systems. The Federal Highway Trust Fund has not been increased since 1993 and the state is facing huge issues with that. They need to be looking at short-term and long-term extensions. Short-term extension would be to raise the Federal Fuel Tax. Long-term extension is looking into other things that are more mileage based and that encompasses the breadth of vehicles that we may be seeing in the future.

They will be asking them to reserve the 5.9 GHz Spectrum and not allow other groups to take it. The 5.9 GHz Spectrum is spectrum that's been reserved for transportation safety projects for decades, and now other groups want to get into the Spectrum.

Additionally, they'll be asking for them to provide flexibility in some of the formula funds for safety and freight. One of the things that happened during the FAST Act is that they limited the ability to use safety funds on non-infrastructure. So, what that means is, the state can no longer do training classes on seatbelt usage, on impaired driving and other types of safety efforts. So, they want to make sure we get that flexibility back. The other piece of this is they created a federally funded freight program which enables the state to use federal funds on freight routes. Unfortunately, as part of that, they limited the overall amount of rural freight corridors; any state can only have 150 miles. So, they're going to be asking that they reassess that limit on how many rural freight miles Nevada can have, to give the state more flexibility on rural freight funds.

And finally, they will be doing some highlights on priority projects and programs like One Nevada Plan, Innovation Office, Project NEON, I-11, the Spaghetti Bowl and the I-15/Tropicana Interchange.

## **12. Old Business**

- a. Stormwater Program Quarterly Report**
- b. Freeway Service Patrol Annual Report**
- c. Report of Outside Counsel Costs on Open Matters**
- d. Monthly Litigation Report**
- e. Fatality Report Dated January 4, 2019**

Governor Sisolak asked for a historical reference as it relates to old business items. Are these specific items that individual Directors brought up? Mr. Gallagher replied that yes, individual Board Members requested these various reports. The Governor asked if the reports had been provided to the individual board members that requested them previous to the meeting? Mr. Gallagher said they're part of the monthly package. The Governor suggested that going forward, if they could provide the information to the specific commissioner or director that asks for something, that would be helpful and expedite things.

Director Swallow said the five items on today's agenda are standing items that have been asked for "over time" and they've just remained on the agenda. She said team members were prepared to answer any questions about any of the items. There were no questions.

Member Savage gave a shout out to the Freeway Service Patrol, (Item B) who provides a huge benefit to the drivers on Nevada's roads and highways. Their response times and satisfaction ratings are excellent.

Member Martin echoed Member Savage's statement about Freeway Service Patrol and said their work has been nothing short of outstanding.

There was a brief discussion about the differences in statistics and percentages regarding Freeway Service Patrol in Reno vs. Las Vegas. The conclusion was that Reno and Las Vegas are different in many ways, especially when it comes to roads, traffic, and travel conditions.

## **13. Public Comment #2**

Lieutenant Governor Marshall thanked the Director for running such an "impressive" meeting. She asked Director Swallow that if they were applying for a grant to widen I-80 out by TRIC, could that grant be available for other ways of getting people out to TRIC using alternative modes of transportation such as light rail?

The Lieutenant Governor then asked for some follow-up on the first public comment about the left hand turn lane on I-50 for access to a service station. She wants to make sure that the transportation development that they're doing in that area doesn't favor one type of service station over another type of service station. She doesn't want something NDOT's doing to affect a business' livelihood in that way.

Director Swallow said they would get back to the Lieutenant Governor on I-80 and what they're looking at in terms of the planning and the INFRA Grant. They'll definitely circle with the gentleman and the Lieutenant Governor regarding the decision-making on that left turn. And finally, they'll get back to the Lieutenant Governor about the Reno Airport and security issues.

## **14. Adjournment (For Possible Action)**

**Motion: Lieutenant Governor Marshall made a motion to adjourn. The motion passed unanimously.**



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

## **MEMORANDUM**

**March 1, 2019**

**TO:** Department of Transportation Board of Directors  
**FROM:** Kristina L. Swallow, Director  
**SUBJECT:** March 11, 2019, Transportation Board of Directors Meeting  
**Item #7:** Approval of Contracts Over \$5,000,000 – For Possible Action

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### **Summary:**

The purpose of this item is to present to the Board a list of construction contracts which are over \$5,000,000 for discussion and approval.

### **Background:**

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 (or guaranteed maximum price for Construction Manager at Risk (CMAR) contracts) per statute.

The attached construction contracts constitute all contracts over \$5,000,000 for which the bids were opened and the analysis completed by the Bid Review and Analysis Team and the Contract Compliance section of the Department from January 16, 2019, through February 12, 2019.

### **Analysis:**

These contracts have been prepared 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 for Approval, January 16, 2019, through February 12, 2019.

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

Approval of the contracts listed on Attachment A.

**Prepared by:** Administrative Services Division

# Attachment A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION**  
**CONTRACTS FOR APPROVAL**  
**January 16, 2019, through February 12, 2019**

1. January 17, 2019 at 1:30 PM the following bids were opened for Contract 3760, Project No. SPF-050-5(016), on US 50, from the intersection of Ruth/Kimberly Road East to the west end of Ely and on US 6 from 0.418 miles west of the intersection of US 93 to the intersection with US 93, in White Pine County, for cold mill, plant-mix bituminous surface, and open grade.

Road and Highway Builders, LLC .....	\$8,646,646.00
W.W. Clyde & Co. ....	\$8,929,730.81
Q & D Construction LLC.....	\$9,897,000.00

**Engineer's Estimate.....**\$7,829,398.59

The Director recommends award to Road and Highway Builders, LLC in the amount of \$8,646,646.00.

# Line Item 1



**Line Item #1: Contract 3760**

**Project Manager:** John Bradshaw

**Length of Project:** 5.19 Miles

**Proceed Date:** April 15, 2019

**Estimated Completion:** Winter 2019



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7070  
Fax: (775) 888-7101

**MEMORANDUM**  
**Administrative Services**

February 4, 2019

**To:** Kristina L. Swallow, Director  
Cole Mortensen, Assistant Director, Engineering  
Thor Dyson, Assistant Director, Operations

**From:** Tianne Simpson, Contract Services Manager – Administrative Services DS  
TS

**Subject:** Concurrence in Award for Contract No. 3760, Project No. SPF-050-5(016), on US 50, from the intersection of Ruth/Kimberly Road East to the west end of Ely, and on US 6 from 0.418 miles west of the intersection of US 93 to the intersection with US 93, in White Pine County, for cold mill, plantmix bituminous surface, and open grade. The Engineer's Estimate is \$7,829,398.59.

This memo is to confirm concurrence in award of the subject contract.


Bid proposals were opened on January 17, 2019. Road and Highway Builders LLC is the apparent low bidder at \$8,646,646.00. and they submitted a properly executed proposal, bid bond and anti-collusion affidavit. The second low bidder is W.W. Clyde & Co. with a bid of \$8,929,730.81.

The project is State funded; required 3.00% DBE; and Bidder's Preference was applied but did not affect the successful contractor's ranking.

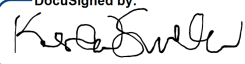
The subcontractor and supplier listings submitted by the Road and Highway Builders LLC have been reviewed and confirmed by Contract Services. The DBE information submitted by the Road and Highway Builders LLC has been reviewed and certified by the External Civil Rights office. Road and Highway Builders LLC has met the required DBE participation with a 5.54% commitment. The bid is above the Engineer's Estimate Range, and a copy of the Unofficial Bid Results report is attached for your reference. The BRAT Chair has provided his recommendation to award, and the report is attached.

Your concurrence in award of this contract by endorsement hereon is respectfully requested. Upon receipt a packet will be prepared to obtain Transportation Board approval of the award at the next available meeting.

Concurrence in award:

DocuSigned by:  
  
5F9A0E81C54047A...  
Cole Mortensen, Assistant Director

DocuSigned by:  
  
DEE1C18490EE4BD...  
Thor Dyson, Assistant Director

DocuSigned by:  
  
C4B612FC2C1E4FB...  
Kristina L. Swallow, Director

Attachments:  
Unofficial Bid Results Report  
DBE Sub Approval  
BRAT Report

# Nevada Department of Transportation

## Unofficial Bid Results

January 17, 2019

<b>Contract Number:</b> 3760 <b>Designer:</b> JESSE SMITHSON <b>Senior Designer:</b> JOHN BRADSHAW <b>Estimate Range:</b> R27 \$6,600,000.01 to \$7,950,000 <b>Project Number:</b> SPF-050-5(016)	<b>Bid Opening Date and Time:</b> 1/17/2019 1:30 PM <b>Liquidated Damages:</b> \$8,400.00 <b>Working Days:</b> 100 <b>District:</b> DISTRICT 3
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**County:** WHITE PINE

**Location:** On US 50, from the intersection of Ruth/Kimberly Road East to the west end of Ely and on US 6 from 0.418 miles west of the intersection of US 93 to the intersection with US 93, in White Pine County

**Description:** Cold mill, plantmix bituminous surface, and open grade

	Actual Bid	Adjusted Bid
<b>Apparent Low Bidder:</b> Road and Highway Builders LLC	\$8,646,646.00	\$8,646,646.00
<b>Apparent 2nd:</b> W.W. Clyde & Co.	\$8,929,730.81	\$9,376,217.35
<b>Apparent 3rd:</b> Q & D Construction LLC	\$9,897,000.00	\$9,897,000.00

Bidders:	Certificate of Eligibility	Actual Bid Amount	Adjusted Bid Amount
1 Road and Highway Builders LLC 175 Salomon Circle Ste #103 Sparks, NV 89434 (775) 852-7283	<input checked="" type="checkbox"/>	\$8,646,646.00	\$8,646,646.00
2 W.W. Clyde & Co. PO Box 1898 Orem, UT 84059 (801) 802-6800	<input type="checkbox"/>	\$8,929,730.81	\$9,376,217.35
3 Q & D Construction LLC 1050 South 21st Street Sparks, NV 89431 (775) 786-2677	<input checked="" type="checkbox"/>	\$9,897,000.00	\$9,897,000.00

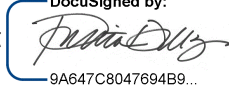


1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7497  
Fax: (775) 888-7235

**MEMORANDUM**  
**Contract Compliance**

**January 28, 2019**

**To:** Lynn Hoffman, Administrative Services Officer III

**From:** Paulita De La Cruz, DBE Specialist 

**Subject:** NDOT Bidder DBE Information – Contract no. 3760, On US 50, from the intersection of Ruth/Kimberly Road East to the west end of Ely and on US 6 from 0.418 miles west of the intersection of US 93 to the intersection with US 93, in White Pine County, in White Pine County, to Cold mill, plantmix bituminous surface, and open grade

Apparent low bid: \$8,646,646.00

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The DBE information for Nevada Barricade & Sign Company, Inc. submitted by the apparent low bidder, Road and Highway Builders LLC has been received by Contract Compliance and we have concluded:

Nevada Barricade & Sign Company, Inc. holds an active State of Nevada business license, an active Nevada State Contractors Board license and is a Nevada certified DBE firm. Nevada Barricade & Sign, Inc. is clear of State disqualification and Federal exclusion.

The DBE goal of 3.00% has been met with a 5.54% DBE committed participation by the apparent low bidder Road and Highway Builders LLC.

The DBE firm is approved for this contract.

cc: Contract Services  
Contract Compliance  
Ray Marshall, Title VI/DBE Manager



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7070  
Fax: (775) 888-7101

**MEMORANDUM**  
**Administrative Services**

February 4, 2019

**To: Lynn Hoffman, ASO III - Administrative Services**  
**From: Bid Review and Analysis Team**  
**Subject: BRAT Summary Report for Contract # 3760**

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The Bid Review and Analysis Team (BRAT) met on January 29, 2019 to discuss bids for the above referenced contract. The following were in attendance:

Scott Hein, Chief Roadway Design Engineer  
John Bradshaw, Associate Engineer  
Cori Brennan, Program Officer  
Mark Caffaratti, Professional Engineer  
Warren Coles, Associate Engineer  
Casey Connor, Professional Engineer  
Brian Deal, Associate Engineer  
Ashley Greenameyer, Associate Engineer  
Shawn Howerton, Professional Engineer  
Eric MacGill, Associate Engineer  
Shawn Paterson, Professional Engineer  
Tianne Simpson, Management Analyst  
Jesse Smithson, Associate Engineer  
Michael West, Associate Engineer  
Fred Shakal, Professional Engineer

Via Phone:  
Regina Pierce, Professional Engineer

The overall bid proposal was evaluated and determined to be acceptable. The Bib Tabulation and Price Sensitivity is attached.

The apparent low bidder, Road and Highway Builders, submitted a bid which is 110% of the Engineer's Estimate. The BRAT recommends award of this contract.

Submitted:

DocuSigned by:  


57F2D4506AC6489  
Scott Hein, BRAT Co-Chair

cc: Attendees;  
Sharon Foerschler, Chief Constructability Engineer  
Dennis Gallagher, Legal  
Design Admin

Bid Tabulation  
- January 17, 2019 -

**Contract No.:** 3760  
**Description:** Cold mill, plantmix bituminous surface, and open grade  
**Location:** US 50, from the intersection of Ruth/Kimberly Road East to the west end of Ely and on US 6 from 0.418 miles west of the intersection of US 93 to the intersection with US 93, in White Pine County  
**Bid Opening:** January 17, 2019, 1:30 PM

**Project No.:** SPF-050-5(016)  
**Project Id:** 60811  
**County:** White Pine  
**Range:** R27 (\$6,600,000.01 to \$7,950,000.00)  
**Working:** 100

Item No.	Quantity	Unit	Description	Engineer's Estimate		Road and Highway Builders LLC		W.W. Clyde & Co.		Q & D Construction LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2010100	1.000	LS	CLEARING AND GRUBBING	\$24,000.00	\$24,000.00	\$150,000.00	\$150,000.00	\$13,716.58	\$13,716.58	\$100,000.00	\$100,000.00
2020465	9.000	EACH	REMOVE GUARDRAIL END TREATMENT	\$1,000.00	\$9,000.00	\$6,000.00	\$54,000.00	\$805.32	\$7,247.88	\$750.00	\$6,750.00
2020475	300.000	LINFT	REMOVAL OF GUARDRAIL	\$6.00	\$1,800.00	\$15.00	\$4,500.00	\$12.77	\$3,831.00	\$12.50	\$3,750.00
2020530	6.000	EACH	REMOVAL OF HEADWALL	\$1,000.00	\$6,000.00	\$3,000.00	\$18,000.00	\$2,572.37	\$15,434.22	\$2,000.00	\$12,000.00
2020885	6.000	EACH	REMOVAL OF LIGHT POLE	\$1,500.00	\$9,000.00	\$4,000.00	\$24,000.00	\$2,260.61	\$13,563.66	\$1,400.00	\$8,400.00
2020935	681.000	CUYD	REMOVAL OF COMPOSITE SURFACE	\$60.00	\$40,860.00	\$80.00	\$54,480.00	\$52.30	\$35,616.30	\$190.00	\$129,390.00
2020955	1,115.000	LINFT	REMOVAL OF BITUMINOUS SHOULDER DIKE	\$6.00	\$6,690.00	\$20.00	\$22,300.00	\$6.03	\$6,723.45	\$7.50	\$8,362.50
2020990	129,859.000	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$4.00	\$519,436.00	\$7.00	\$909,013.00	\$1.52	\$197,385.68	\$1.55	\$201,281.45
2030140	2,632.000	CUYD	ROADWAY EXCAVATION	\$30.00	\$78,960.00	\$68.00	\$178,976.00	\$23.14	\$60,904.48	\$48.00	\$126,336.00
2030160	20.700	CUYD	DRAINAGE EXCAVATION	\$65.00	\$1,345.50	\$50.00	\$1,035.00	\$128.41	\$2,658.09	\$160.00	\$3,312.00
2060110	198.900	CUYD	STRUCTURE EXCAVATION	\$50.00	\$9,945.00	\$40.00	\$7,956.00	\$35.28	\$7,017.19	\$115.00	\$22,873.50
2070110	1,259.600	CUYD	GRANULAR BACKFILL	\$50.00	\$62,980.00	\$8.00	\$10,076.80	\$41.55	\$52,336.38	\$70.00	\$88,172.00
3020140	842.000	CUYD	TYPE 1 CLASS B AGGREGATE BASE	\$50.00	\$42,100.00	\$70.00	\$58,940.00	\$87.05	\$73,296.10	\$130.00	\$109,460.00
3070100	1,471.000	TON	SHOULDERING MATERIAL	\$30.00	\$44,130.00	\$15.00	\$22,065.00	\$23.73	\$34,906.83	\$5.00	\$7,355.00
4020100	3,314.100	SQYD	PLANTMIXING MISCELLANEOUS AREAS	\$15.00	\$49,711.50	\$25.00	\$82,852.50	\$30.71	\$101,776.01	\$15.00	\$49,711.50
4020180	21,150.000	TON	PLANTMIX SURFACING (TYPE 2) (WET)	\$85.00	\$1,797,750.00	\$110.00	\$2,326,500.00	\$94.38	\$1,996,137.00	\$125.00	\$2,643,750.00
4030100	13.725	MILE	MILLED RUMBLE STRIPS	\$700.00	\$9,607.50	\$500.00	\$6,862.50	\$777.27	\$10,668.03	\$1,000.00	\$13,725.00
4030110	4,861.000	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$125.00	\$607,625.00	\$150.00	\$729,150.00	\$127.06	\$617,638.66	\$150.00	\$729,150.00
4060120	2,758.500	SQYD	PRIME COAT	\$1.75	\$4,827.38	\$4.00	\$11,034.00	\$1.55	\$4,275.68	\$2.25	\$6,206.63
4070190	2.000	TON	EMULSIFIED ASPHALT, TYPE SS-1H (DILUTED)	\$900.00	\$1,800.00	\$2,000.00	\$4,000.00	\$658.73	\$1,317.46	\$700.00	\$1,400.00
4070240	9.900	TON	SAND BLOTTER	\$100.00	\$990.00	\$30.00	\$297.00	\$323.55	\$3,203.15	\$0.01	\$0.10
5020750	4.060	CUYD	CLASS AA CONCRETE (MINOR)	\$2,000.00	\$8,120.00	\$9,000.00	\$36,540.00	\$2,221.58	\$9,019.61	\$5,800.00	\$23,548.00
5050100	196.000	POUND	REINFORCING STEEL	\$5.00	\$980.00	\$18.00	\$3,528.00	\$3.33	\$652.68	\$2.25	\$441.00
5060110	234.000	POUND	STRUCTURAL STEEL	\$7.00	\$1,638.00	\$10.00	\$2,340.00	\$6.66	\$1,558.44	\$2.75	\$643.50
6040390	7.000	LINFT	24-INCH CORR. METAL PIPE (16 GAGE)	\$150.00	\$1,050.00	\$1,000.00	\$7,000.00	\$160.89	\$1,126.23	\$500.00	\$3,500.00
6040545	34.000	LINFT	36-INCH CORR. METAL PIPE (16 GAGE)	\$175.00	\$5,950.00	\$800.00	\$27,200.00	\$512.01	\$17,408.34	\$160.00	\$5,440.00
6042465	1.000	EACH	30-INCH METAL END SECTION (SAFETY TYPE)	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,628.83	\$1,628.83	\$5,000.00	\$5,000.00
6042475	2.000	EACH	36-INCH METAL END SECTION	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,798.02	\$3,596.04	\$2,200.00	\$4,400.00
6042480	1.000	EACH	36-INCH METAL END SECTION (SAFETY TYPE)	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$2,939.92	\$2,939.92	\$6,300.00	\$6,300.00
6090270	1.000	EACH	ADJUSTING MANHOLE COVERS (METHOD C)	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,216.96	\$2,216.96	\$1,000.00	\$1,000.00
6100190	358.000	CUYD	RIPRAP (CLASS 300)	\$130.00	\$46,540.00	\$190.00	\$68,020.00	\$137.93	\$49,378.94	\$150.00	\$53,700.00
6130130	15.100	SQYD	DETECTABLE WARNINGS	\$275.00	\$4,152.50	\$150.00	\$2,265.00	\$833.09	\$12,579.66	\$375.00	\$5,662.50
6130140	1,142.000	LINFT	CONCRETE SHOULDER DIKE	\$100.00	\$114,200.00	\$30.00	\$34,260.00	\$40.76	\$46,547.92	\$26.00	\$29,692.00
6130780	1,103.000	LINFT	CLASS AA CONCRETE CURB AND GUTTER (TYPE 1)	\$45.00	\$49,635.00	\$50.00	\$55,150.00	\$40.97	\$45,189.91	\$36.50	\$40,259.50
6131140	571.200	SQYD	CLASS AA CONCRETE SIDEWALK (4-INCH)	\$75.00	\$42,840.00	\$100.00	\$57,120.00	\$83.69	\$47,803.73	\$75.00	\$42,840.00
6131300	487.900	SQYD	CLASS AA CONCRETE DRIVEWAY (9-INCH) (REINFORCED)	\$125.00	\$60,987.50	\$120.00	\$58,548.00	\$143.20	\$69,867.28	\$124.00	\$60,499.60
6180250	14,951.000	LINFT	REMOVE AND RESET GUARDRAIL	\$8.00	\$119,608.00	\$1.30	\$19,436.30	\$9.44	\$141,137.44	\$9.00	\$134,559.00
6180260	1.000	EACH	BURIED END ANCHOR	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,332.94	\$1,332.94	\$1,300.00	\$1,300.00
6180350	9.000	EACH	GUARDRAIL TERMINAL (FLARED)	\$3,000.00	\$27,000.00	\$5,000.00	\$45,000.00	\$3,193.52	\$28,741.68	\$3,100.00	\$27,900.00
6180550	388.000	LINFT	GALVANIZED GUARDRAIL (TRIPLE CORRUGATION)	\$65.00	\$25,220.00	\$90.00	\$34,920.00	\$53.87	\$20,901.56	\$50.00	\$19,400.00
6190200	495.000	EACH	GUIDE POSTS (RIGID)	\$50.00	\$24,750.00	\$25.00	\$12,375.00	\$69.90	\$34,600.50	\$54.00	\$26,730.00
6190260	6.000	EACH	OBJECT MARKERS, TYPE 2	\$101.98	\$611.88	\$300.00	\$1,800.00	\$232.63	\$1,395.78	\$215.00	\$1,290.00
6190280	3.000	EACH	OBJECT MARKERS, TYPE 3	\$135.00	\$405.00	\$300.00	\$900.00	\$232.63	\$697.89	\$215.00	\$645.00
6230201	18.000	EACH	ITS VAULT	\$4,500.00	\$81,000.00	\$6,000.00	\$108,000.00	\$5,321.55	\$95,787.90	\$6,600.00	\$118,800.00

Bid Tabulation  
- January 17, 2019 -

Item No.	Quantity	Unit	Description	Engineer's Estimate		Road and Highway Builders LLC		W.W. Clyde & Co.		Q & D Construction LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
6230225	13.000	EACH	NO. 3-1/2 PULL BOX	\$600.00	\$7,800.00	\$1,000.00	\$13,000.00	\$703.03	\$9,139.39	\$525.00	\$6,825.00
6230230	12.000	EACH	NO. 5 PULL BOX	\$750.00	\$9,000.00	\$1,400.00	\$16,800.00	\$893.13	\$10,717.56	\$750.00	\$9,000.00
6230232	3.000	EACH	NO. 5 PULL BOX, MODIFIED	\$800.00	\$2,400.00	\$1,800.00	\$5,400.00	\$1,304.49	\$3,913.47	\$940.00	\$2,820.00
6230235	2.000	EACH	NO. 7 PULL BOX	\$1,100.00	\$2,200.00	\$2,000.00	\$4,000.00	\$1,313.38	\$2,626.76	\$975.00	\$1,950.00
6230236	12.000	EACH	NO. 7 PULL BOX, MODIFIED	\$1,500.00	\$18,000.00	\$2,400.00	\$28,800.00	\$1,558.59	\$18,703.08	\$1,300.00	\$15,600.00
6230268	19.000	EACH	LUMINAIRE, TYPE B	\$800.00	\$15,200.00	\$1,500.00	\$28,500.00	\$827.55	\$15,723.45	\$875.00	\$16,625.00
6230570	7.000	EACH	STEEL POLE, TYPE 7	\$4,800.00	\$33,600.00	\$13,000.00	\$91,000.00	\$5,698.37	\$39,888.59	\$5,400.00	\$37,800.00
6230575	12.000	EACH	STEEL POLE, TYPE 7 (WITH SAFETY BASE)	\$5,500.00	\$66,000.00	\$14,000.00	\$168,000.00	\$6,665.85	\$79,990.20	\$6,000.00	\$72,000.00
6230625	2.000	EACH	STEEL POLE, TYPE 30	\$13,500.00	\$27,000.00	\$15,000.00	\$30,000.00	\$20,377.20	\$40,754.40	\$19,000.00	\$38,000.00
6230770	2.000	EACH	PEDESTRIAN PUSH BUTTON WITH SIGN	\$900.00	\$1,800.00	\$5,000.00	\$10,000.00	\$1,576.14	\$3,152.28	\$3,000.00	\$6,000.00
6230775	8.000	EACH	LOOP DETECTOR	\$900.00	\$7,200.00	\$1,000.00	\$8,000.00	\$1,918.20	\$15,345.60	\$750.00	\$6,000.00
6231620	1.000	EACH	UNDERGROUND ELECTRICAL SERVICE	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$7,111.41	\$7,111.41	\$10,000.00	\$10,000.00
6231635	1.000	EACH	MODIFY ELECTRICAL SERVICE	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	\$1,928.44	\$1,928.44	\$2,190.00	\$2,190.00
6231790	119,547.000	LINFT	1 1/4-INCH CONDUIT	\$2.75	\$328,754.25	\$3.00	\$358,641.00	\$10.12	\$1,209,815.64	\$4.25	\$508,074.75
6231795	256.000	LINFT	1 1/2-INCH CONDUIT	\$30.00	\$7,680.00	\$5.00	\$1,280.00	\$66.48	\$17,018.88	\$28.00	\$7,168.00
6231805	29.000	LINFT	2-INCH CONDUIT	\$50.00	\$1,450.00	\$8.00	\$232.00	\$127.78	\$3,705.62	\$28.00	\$812.00
6231820	34,551.000	LINFT	3-INCH CONDUIT	\$10.00	\$345,510.00	\$15.00	\$518,265.00	\$13.61	\$470,239.11	\$9.50	\$328,234.50
6231850	119,953.000	LINFT	4-INCH MULTIDUCT CONDUIT	\$15.00	\$1,799,295.00	\$3.00	\$359,859.00	\$10.91	\$1,308,687.23	\$13.00	\$1,559,389.00
6231970	2,926.000	LINFT	NO. 4 CONDUCTOR	\$1.75	\$5,120.50	\$2.00	\$5,852.00	\$2.81	\$8,222.06	\$2.50	\$7,315.00
6231975	11,671.000	LINFT	NO. 6 CONDUCTOR	\$1.80	\$21,007.80	\$2.00	\$23,342.00	\$2.25	\$26,259.75	\$1.50	\$17,506.50
6231980	66.000	LINFT	NO. 8 CONDUCTOR	\$2.50	\$165.00	\$3.00	\$198.00	\$15.52	\$1,024.32	\$1.40	\$92.40
6231985	4,217.000	LINFT	NO. 10 CONDUCTOR	\$1.10	\$4,638.70	\$2.00	\$8,434.00	\$1.91	\$8,054.47	\$1.20	\$5,060.40
6232680	40.000	SQFT	TRAFFIC SIGNAL SIGNS	\$40.00	\$1,600.00	\$3.00	\$120.00	\$115.18	\$4,607.20	\$85.00	\$3,400.00
6233040	4.000	EACH	RECTANGULAR RAPID FLASHING BEACON	\$1,500.00	\$6,000.00	\$5,000.00	\$20,000.00	\$2,206.39	\$8,825.56	\$1,850.00	\$7,400.00
6233045	2.000	EACH	RECTANGULAR RAPID FLASHING BEACON CONTROLLER (TYPE 1)	\$3,000.00	\$6,000.00	\$5,000.00	\$10,000.00	\$4,529.77	\$9,059.54	\$2,900.00	\$5,800.00
6240130	1.000	FA	UNIFORMED TRAFFIC CONTROL OFFICER	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$400,000.00	\$400,000.00	\$444,729.90	\$444,729.90	\$476,726.86	\$476,726.86	\$1,000,000.00	\$1,000,000.00
6270190	710.000	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$120.00	\$85,200.00	\$150.00	\$106,500.00	\$139.40	\$98,974.00	\$130.00	\$92,300.00
6270240	561.750	SQFT	PERMANENT SIGNS, REMOVE	\$5.00	\$2,808.75	\$20.00	\$11,235.00	\$8.89	\$4,993.96	\$8.25	\$4,634.44
6280120	1.000	LS	MOBILIZATION	\$443,088.61	\$443,088.61	\$800,000.00	\$800,000.00	\$892,852.21	\$892,852.21	\$979,509.33	\$979,509.33
6320830	896.000	LINFT	EPOXY PAVEMENT STRIPING (8-INCH DOTTED WHITE)	\$2.00	\$1,792.00	\$7.00	\$6,272.00	\$1.91	\$1,711.36	\$1.80	\$1,612.80
6320860	385.000	LINFT	EPOXY PAVEMENT STRIPING (BROKEN WHITE)	\$1.89	\$727.65	\$5.00	\$1,925.00	\$1.91	\$735.35	\$1.80	\$693.00
6320910	9.588	MILE	EPOXY PAVEMENT STRIPING (SOLID WHITE)	\$1,800.00	\$17,258.40	\$4,000.00	\$38,352.00	\$2,499.79	\$23,967.99	\$2,400.00	\$23,011.20
6320920	0.988	MILE	EPOXY PAVEMENT STRIPING (6-INCH SOLID WHITE)	\$2,000.00	\$1,976.00	\$4,000.00	\$3,952.00	\$3,060.85	\$3,024.12	\$2,900.00	\$2,865.20
6320940	0.125	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID WHITE)	\$4,000.00	\$500.00	\$5,000.00	\$625.00	\$13,862.64	\$1,732.83	\$12,600.00	\$1,575.00
6320970	546.000	LINFT	EPOXY PAVEMENT STRIPING (24-INCH SOLID WHITE)	\$16.00	\$8,736.00	\$6.00	\$3,276.00	\$24.99	\$13,644.54	\$24.00	\$13,104.00
6320980	2.000	MILE	EPOXY PAVEMENT STRIPING (BROKEN YELLOW)	\$600.00	\$1,200.00	\$3,000.00	\$6,000.00	\$1,332.95	\$2,665.90	\$1,250.00	\$2,500.00
6321060	1.378	MILE	EPOXY PAVEMENT STRIPING (BROKEN YELLOW W/SOLID YELLOW)	\$2,300.00	\$3,169.40	\$4,500.00	\$6,201.00	\$3,059.10	\$4,215.44	\$2,800.00	\$3,858.40
6321080	2.327	MILE	EPOXY PAVEMENT STRIPING (DOUBLE SOLID YELLOW)	\$3,000.00	\$6,981.00	\$5,000.00	\$11,635.00	\$5,004.99	\$11,646.61	\$4,900.00	\$11,402.30
6341030	111.000	LINFT	THERMOPLASTIC PAVEMENT MARKING (24-INCH SOLID WHITE)	\$12.07	\$1,339.77	\$20.00	\$2,220.00	\$24.99	\$2,773.89	\$24.00	\$2,664.00
6341060	303.000	SQFT	THERMOPLASTIC PAVEMENT MARKING (VARIES)	\$18.00	\$5,454.00	\$20.00	\$6,060.00	\$24.99	\$7,571.97	\$24.00	\$7,272.00
6370110	1.000	LS	TEMPORARY POLLUTION CONTROL	\$27,000.00	\$27,000.00	\$50,000.00	\$50,000.00	\$22,215.76	\$22,215.76	\$50,000.00	\$50,000.00
Totals:				\$7,829,398.59		\$8,646,646.00		\$8,929,730.81		\$9,897,000.00	
Adjusted Bid Amount:								\$9,376,217.35			

Price Sensitivity  
- January 17, 2019 -

Contract No.: 3760  
Project No.: SPF-050-5(016)  
Project Id: 60811  
County: White Pine  
Range: R27 (\$6,600,000.01 to \$7,950,000.00)  
Working: 100

Engineer's Estimate	Road and Highway Builders LLC	W.W. Clyde & Co.	Diff. Between Low & 2nd	Diff Between EE & Low	Low Bid % of EE
\$7,829,398.59	\$8,646,646.00	\$8,929,730.81	\$283,084.81	\$817,247.41	110%

RE: Regina Pierce  
Designer: Jesse Smithson

Item No.	Quantity	Description	Unit	Engineer's Est. Unit Price	Low Bid Unit Price	2nd Low Bid Unit Price	Qty Chg Req'd to Chg Bid Order	% Change in Qty Req'd	Low % of EE	Significantly Unbalanced	Quantity Check Comments
2010100	1.000	CLEARING AND GRUBBING	LS	\$24,000.00	\$150,000.00	\$13,716.58	N/A	N/A	625%	Yes	-
2020465	9.000	REMOVE GUARDRAIL END TREATMENT	EACH	\$1,000.00	\$6,000.00	\$805.32	54.50	606%	600%	Yes	Qty Verified OK
2020935	681.000	REMOVAL OF COMPOSITE SURFACE	CUYD	\$60.00	\$80.00	\$52.30	10,219.67	1501%	133%	No	Qty Verified OK
2020990	129,859.000	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	SQYD	\$4.00	\$7.00	\$1.52	51,657.81	40%	175%	Yes	Qty Verified OK
2030140	2,632.000	ROADWAY EXCAVATION	CUYD	\$30.00	\$68.00	\$23.14	6,310.41	240%	227%	Yes	Qty Verified OK
2070110	1,259.600	GRANULAR BACKFILL	CUYD	\$50.00	\$8.00	\$41.55	-8,437.70	-670%	16%	Yes	Error In Qty (Actual Qty 96 Cuyd)
3020140	842.000	TYPE 1 CLASS B AGGREGATE BASE	CUYD	\$50.00	\$70.00	\$87.05	-16,603.21	-1972%	140%	No	Qty Verified OK
4020100	3,314.100	PLANTMIXING MISCELLANEOUS AREAS	SQYD	\$15.00	\$25.00	\$30.71	-49,577.02	-1496%	167%	Yes	Qty Verified OK
4020180	21,150.000	PLANTMIX SURFACING (TYPE 2) (WET)	TON	\$85.00	\$110.00	\$94.38	18,123.23	86%	129%	No	Qty Verified OK
4030110	4,861.000	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	TON	\$125.00	\$150.00	\$127.06	12,340.23	254%	120%	No	Qty Verified OK
6100190	358.000	RIPRAP (CLASS 300)	CUYD	\$130.00	\$190.00	\$137.93	5,436.62	1519%	146%	No	Qty Verified OK
6130140	1,142.000	CONCRETE SHOULDER DIKE	LINFT	\$100.00	\$30.00	\$40.76	-26,309.00	-2304%	30%	Yes	Qty Verified OK
6130780	1,103.000	CLASS AA CONCRETE CURB AND GUTTER (TYPE 1)	LINFT	\$45.00	\$50.00	\$40.97	31,349.37	2842%	111%	No	Qty Verified OK
6131140	571.200	CLASS AA CONCRETE SIDEWALK (4-INCH)	SQYD	\$75.00	\$100.00	\$83.69	17,356.52	3039%	133%	No	Qty Verified OK
6131300	487.900	CLASS AA CONCRETE DRIVEWAY (9-INCH) (REINFORCED)	SQYD	\$125.00	\$120.00	\$143.20	-12,201.93	-2501%	96%	No	Qty Verified OK
6180250	14,951.000	REMOVE AND RESET GUARDRAIL	LINFT	\$8.00	\$1.30	\$9.44	-34,777.00	-233%	16%	Yes	Qty Verified OK
6230201	18.000	ITS VAULT	EACH	\$4,500.00	\$6,000.00	\$5,321.55	417.25	2318%	133%	No	Qty Verified OK
6230570	7.000	STEEL POLE, TYPE 7	EACH	\$4,800.00	\$13,000.00	\$5,698.37	38.77	554%	271%	Yes	Qty Verified OK
6230575	12.000	STEEL POLE, TYPE 7 (WITH SAFETY BASE)	EACH	\$5,500.00	\$14,000.00	\$6,665.85	38.60	322%	255%	Yes	Qty Verified OK
6231790	119,547.000	1 1/4-INCH CONDUIT	LINFT	\$2.75	\$3.00	\$10.12	-39,759.10	-33%	109%	No	Qty Verified OK
6231820	34,551.000	3-INCH CONDUIT	LINFT	\$10.00	\$15.00	\$13.61	203,658.14	589%	150%	No	Qty Verified OK
6231850	119,953.000	4-INCH MULTIDUCT CONDUIT	LINFT	\$15.00	\$3.00	\$10.91	-35,788.22	-30%	20%	Yes	Qty Verified OK
6250490	1.000	RENT TRAFFIC CONTROL DEVICES	LS	\$400,000.00	\$444,729.90	\$476,726.86	N/A	N/A	111%	No	
6270190	710.000	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	SQFT	\$120.00	\$150.00	\$139.40	26,706.11	3761%	125%	No	Qty Verified OK
6280120	1.000	MOBILIZATION	LS	\$443,088.61	\$800,000.00	\$892,852.21	N/A	N/A	181%	Yes	
Additional Comments:											



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

## **MEMORANDUM**

**March 1, 2019**

**TO: Department of Transportation Board of Directors**  
**FROM: Kristina L. Swallow, Director**  
**SUBJECT: March 11, 2019, Transportation Board of Directors Meeting**  
**Item #8: 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 January 16, 2019, through February 12, 2019.

### **Background:**

The Department contracts for services relating to the development, construction, operation and maintenance of the State's multi-modal transportation system. The attached consists of new agreements over \$300,000 and amendments which increase the total agreement amount above \$300,000 during the period from January 16, 2019, through February 12, 2019.

### **Analysis:**

These agreements represent the necessary support services needed to deliver the State of Nevada's multi-modal transportation system and have been prepared 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 Agreements for Approval, January 16, 2019, through February 12, 2019.

### **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  
January 16, 2019 through February 12, 2019

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total Amount of prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Notes
1	31718	00	NEWFIELDS MINING DESIGN & TECHNICAL SERVICES	GEOTECHNICAL INVESTIGATION	Y	661,842.00	-	-	661,842.00	-	11-Mar-2019	1-Mar-2020	-	Service Provider	Design	Cole	03-11-19: PROVIDE A COMPREHENSIVE REVIEW OF EXISTING GEOTECHNICAL DATA, DEVELOP AND EXECUTE AN EXPLORATION PLAN WHICH MAY INCLUDE, BUT NOT LIMITED TO: SOIL/ROCK BORINGS, GEOPHYSICAL SURVEYS AND CUT SLOPE MAPPING, LABORATORY TESTING, GEOTECHNICAL DESIGN AND INTERIM GEOTECHNICAL MEMORANDA, AND PROVIDE A FINAL GEOTECHNICAL REPORT. THE SERVICE PROVIDER WILL ALSO ATTEND MEETINGS AND PROVIDE PLAN/SPECIFICATION REVIEW TO THE DEPARTMENT AT INTERIM MILESTONES AND WILL PROVIDE SPECIFICATIONS FOR ANY GEOTECHNICAL WORK NOT ADDRESSED IN THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. THE SERVICE PROVIDER IS EXPECTED TO CLEAR ALL UTILITIES AND OBTAIN ALL NECESSARY PERMITS FOR EXPLORATION AND PROVIDE ALL TRAFFIC CONTROL REQUIRED FOR THE WORK, ELKO COUNTY. NV B/L#: NVF20121741851-R PROPOSERS: BLACK EAGLE, CME, INC.,NEWFIELDS MINING DESIGN & TECHNICAL SERVICES, NOVA GEO, RENO TAHOE GEO, AND TERRACON.
2	38718	00	DIVERSIFIED CONSULTANTS	ENGINEERING SERVICES	Y	2,657,770.00	-	-	2,657,770.00	-	11-Mar-2019	30-Jun-2020	-	Service Provider	Construction	Thor	03-11-19: PROVIDE FULL CONSTRUCTION ADMINISTRATION SERVICES INCLUDING PROFESSIONAL AND TECHNICAL ENGINEERING SERVICES TO ENSURE THAT THE CONSTRUCTION OF PROJECT ID 60696, CONTRACT 3763, LOCATED ON I-580 FROM FAIRVIEW INTERCHANGE TO 0.66 MILES SOUTH OF THE CARSON CITY/WASHOE COUNTY LINE IS ACCOMPLISHED IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS, AND ALL OTHER CONTRACT DOCUMENTS, CARSON CITY. NV B/L#: NVD20091219068-R PROPOSERS: DIVERSIFIED, HDR, STANTEC, AND 4LEAF.
3	58818	00	PARSONS TRANSPORTATION GROUP	STATEWIDE TRAFFIC INCIDENT MANAGEMENT COALITIONS	Y	1,301,300.00	-	-	1,301,300.00	-	11-Mar-2019	30-Jun-2021	-	Service Provider	Safety	Sondra	03-11-19: PROVIDE CONTINUED DEVELOPMENT OF THE NEVADA TRAFFIC INCIDENT MANAGEMENT (TIM) PROGRAM. THIS WILL INCLUDE, BUT IS NOT LIMITED TO: MANAGING THE PROGRAM, IMPLEMENTING COMMUNICATION INITIATIVES, DEVELOPING AND MAINTAINING AGREEMENTS, COLLABORATING PUBLIC INFORMATION INITIATIVES, ENHANCING POLICIES, PROCEDURES AND GUIDANCE DOCUMENTS, CONDUCTING GAP ANALYSIS AND RELATED PROGRAM DEVELOPMENT, IMPROVING TRAFFIC MANAGEMENT CENTER COORDINATION, IDENTIFYING DATA RESOURCES, REPORTING FEDERAL AND STATE DEFINED PERFORMANCE MEASURES, IDENTIFYING TIM GRANT SOURCES, AND IMPLEMENTING STRATEGIES TO TRANSITION THE NEVADA TIM PROGRAM INTO A SELF-SUSTAINING COALITION LED PROGRAM. , STATEWIDE. NV B/L#: NVF19781009263-R PROPOSERS:PARSONS TRANSPORTATION GROUP.
4	61417	02	HDR ENGINEERING, INC.	CONSTRUCTION ENGINEERING SERVICES	N	1,929,611.84	800,000.00	-	2,729,611.84	-	17-May-2018	31-Oct-2019	11-Mar-2019	Service Provider	Construction	Thor	AMD 2 03-11-19: AMENDMENT TO INCREASE AUTHORITY BY \$800,000.00 FROM \$1,929,611.84 TO 2,729,611.84, DUE TO THE UNANTICIPATED NUMBER OF BETTERMENT PROJECTS SCHEDULED TO ADVERTISE FOR THE FY19/FY20 CONSTRUCTION SEASON. THE ORIGINAL BUDGETED AMOUNT DID NOT ACCOUNT FOR THE INCREASE IN THE NUMBER OF PROJECTS TO BE ADMINISTERED. AMD 1 6-14-18: NO COST AMENDMENT TO CORRECT THE NAME OF THE SERVICE PROVIDER FROM HDR, INC. TO HDR ENGINEERING, INC. 05-17-18: PROVIDE PROFESSIONAL AND TECHNICAL ENGINEERING SERVICES FOR FULL ADMINISTRATION OF DISTRICT II'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 II'S CONSTRUCTION CREWS, CARSON CITY, CHURCHILL, DOUGLAS, HUMBOLDT, LANDER, LYON, AND MINERAL COUNTIES. NV B/L#: NVF19851010291-R
5	67118	00	CA GROUP	ENVIRONMENTAL ASSESSMENT	N	1,920,413.00	-	-	1,920,413.00	-	11-Mar-2019	31-Mar-2020	-	Service Provider	Project Managemant	Cole	03-11-19:RE-EVALUATE A NEPA ANALYSIS THAT WAS COMPLETED IN 2008 AND COORDINATE WITH THE BRIGHTLINE CORPORATION, WHO INTENDS TO CONSTRUCT HIGH SPEED RAIL FACILITIES WITHIN THE I-15 CORRIDOR BEGINNING NEXT YEAR. THE PROJECT SCOPE WILL INCLUDE THE RE-EVALUATION OF ALTERNATIVES PREVIOUSLY DEVELOPED AT EACH POTENTIAL INTERCHANGE AND IDENTIFYING I-15 RIGHT-OF-WAY NEEDS ALONG THE I-15 CORRIDOR TO PRESERVE FOR FUTURE I-15 IMPROVEMENTS. IN ADDITION, TECHNICAL HIGH-SPEED RAIL EXPERTISE WILL BE REQUIRED TO COORDINATION WITH BRIGHTLINE'S PLANNED DEVELOPMENT WILL BE REQUIRED, CLARK COUNTY. NV B/L#: NVD20081407877-R PROPOSERS: CA GROUP AND HORROCKS, WSP.

# Line Item 1

317-18-010

**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): 74115

Type of Services: Consultant engineering services to perform geotechnical investigation for final design

Originated by: Chris Deal

Division: Design

Date Originated: 6/5/2018

 Division Head/District Engineer: Scott Hein

Budget Category #: 06

Object #: 814D

Organization #: C010

Estimated Cost: 760,000

Type of Funding: Fed/State

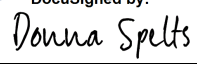
% of Fund: 95/5

Funding Notes:

State Fiscal Year(s): 19/20

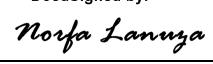
Geotechnical investigation for freight project on I-80 for Emigrant pass truck climbing lanes

**Financial Management:**

DocuSigned by:  
  
 8A78D93AD715214  
 Signature      6/21/2018  
 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.

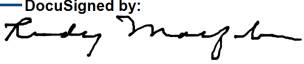
**Project Accounting:**

DocuSigned by:  
  
 3BAB63AE0205D1A  
 Signature      6/21/2018  
 Date

**Director:**

Requires Transportation Board Presentation

☒ Does not require Transportation Board presentation

DocuSigned by:  
  
 C4C7CE5CD58541A  
 Signature      6/21/2018  
 Date

317-18-010

**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 agreement will provide geotechnical design services for final design of truck climbing lanes that can not be provided in house to meet project schedule.

**Scope of Services:**

Consultant engineering services to perform geotechnical investigation for final design



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

## MEMORANDUM

2/11/19

**TO:** Cole Mortensen, Assistant Director

**FROM:** Chris Deal, Project Manager

**SUBJECT:** Negotiation Summary for RFP 317-18-010 I-80 Emigrant Pass Truck Climbing Lanes Geotechnical Investigation

A negotiation meeting was held at NDOT Headquarters in Carson City on 1/16/19, with Jesse Ruzicka, Mark Doehring of NewFields and Mike Griswold, Sara Jensen and Chris Deal of the Nevada Department of Transportation (DEPARTMENT) in attendance.

A field site visit was held at Emigrant Pass in Eureka County on 1/29/19, with Jesse Ruzicka, of NewFields and Mike Griswold, Sara Jensen of the Nevada Department of Transportation (DEPARTMENT) in attendance.

Duration of this agreement will be 1 year, ending on 3/1/2020.

The Scope of Services was reaffirmed by both parties at the outset:

The SERVICE PROVIDER will provide a design level geotechnical investigation and assist the DEPARTMENT in developing plans and specifications with regard to geotechnical aspects for a bid-build construction contract. The design shall follow the most current version of the AASHTO LRFD and FHWA design guidelines. Design elements are expected to include cut/fill slopes, a new bridge, bridge widenings and possible retaining walls as an alternate to large cut and/or fill slopes. Pavement structural section design will be completed by the DEPARTMENT.

The SERVICE PROVIDER will provide a comprehensive review of existing geotechnical data, develop and execute an exploration plan which may include, but not limited to, soil/rock borings, geophysical surveys and cut slope mapping, conduct appropriate laboratory testing, provide geotechnical design and interim geotechnical memoranda, and provide a final geotechnical report. The SERVICE PROVIDER will also attend meetings and provide plan/specification review to the DEPARTMENT at interim milestones (ie. 60%, 90%, 100% design review submittals), and provide specifications for any geotechnical work not addressed in the Standard Specifications for Road and Bridge Construction. The SERVICE PROVIDER is expected to clear all utilities and obtain all necessary permits for exploration and provide all traffic control required for the work

The following schedule was agreed to by both parties:

Date	Task to be Completed
July 22, 2019	Preliminary Design
October 7, 2019	Intermediate Design
November 25, 2019	Final Report

Key personnel dedicated to this project are as follows:

Name	Title
Jesse Ruzicka	Senior Engineer II
Mark Doehring	Senior Engineer
Jonathan Lehman	Senior Geotechnical Engineer
Marc Moncilovich	Senior Geologist

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.
Kleinfelder	SR-574 Distress Study	73916
Silver State Barricade & Sign	None	N/A
Nevada Barricade & Sign	Boulder City Bypass	NDOT Contract 3580
	Blue Diamond Road	NDOT Contract 3716
	I-80 Keystone to CA	NDOT Contract 3711
	US 395 S. Meadows Pkwy	NDOT Contract 3723
	Maine Street, Fallon	NDOT Contract 3738
	Centerville Lane	NDOT Contract 3744
	SR 397, 398 & 399	NDOT Contract 3746
	US 95 Mina	NDOT Contract 3756
	I-80 at USA Pkwy	NDOT Contract 3754

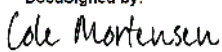
The DEPARTMENT's original estimate was \$750,000.00

The SERVICE PROVIDER's original estimate was \$661,842.00

The negotiations yielded the following:

1. There will be 2,203 total man-hours allotted to Geotechnical Investigation throughout the course of this agreement at a direct labor cost of \$121,884.00, including a prorated amount for anticipated raises, which will take effect over the term of the agreement.
2. Based upon the direct labor costs and an overhead rate of 145.52%, the overhead amount will be \$177,365.00.
3. A fee of 11% was agreed to by both parties, and will be \$32,917.00 for this agreement based upon direct labor costs and an overhead rate of 145.52%.
4. The direct expenses agreed to total \$329,676.00 for sub-consultants, reproduction, communication, travel and per diem. There will be no direct compensation for computer time.
5. The total negotiated cost for this agreement is \$661,842.00.

Reviewed and Approved:

DocuSigned by:  
  
 SF9A0E81C5407A...  
 Assistant Director

02/12/2019

## **SCOPE OF SERVICES**

The SERVICE PROVIDER will provide a design level geotechnical investigation and assist the DEPARTMENT in developing plans and specifications with regard to geotechnical aspects for a bid-build construction contract. The design shall follow the most current version of the AASHTO LRFD and FHWA design guidelines. Design elements are expected to include cut/fill slopes, a new bridge, bridge widenings, and possible retaining walls as an alternate to large cut and/or fill slopes. Pavement structural section design will be completed by the DEPARTMENT.

The SERVICE PROVIDER will provide a comprehensive review of existing geotechnical data, develop and execute an exploration plan which may include, but not be limited to, soil/rock borings, geophysical surveys and cut slope mapping, conduct appropriate laboratory testing, provide geotechnical design and interim geotechnical memoranda, and provide a final geotechnical report. The SERVICE PROVIDER will also attend meetings and provide plan/specification review to the DEPARTMENT at interim milestones (i.e., 60%, 90%, 100% design review submittals) and will provide specifications for any geotechnical work not addressed in the Standard Specifications for Road and Bridge Construction. The SERVICE PROVIDER is expected to clear all utilities and obtain all necessary permits for exploration and provide all traffic control required for the work.

# Line Item 2

**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 #: 387-18-040

If Amendment, name of Company: n/a

Project ID #(s): 60696

Type of Services: Engineering Services

Originated by: Tonia Andree

Division: Construction

Date Originated: 1/23/2019

Division Head/District Engineer: Sharon Foerschler

Budget Category #: 06

Object #: 814B

Organization #: C040

Estimated Cost: \$2,722,170.15

Type of Funding: Fed/State

% of Fund: 95%

Funding Notes:

State Fiscal Year(s): FY19/FY20

\$938,068.95 in FY19, \$1,784,101.20 in FY20

\*Original 2a (attached) was approved for \$2,197,903.58, \$1,145,106.38 in FY19, \$1,052,797.20 in FY20

**Financial Management:**

DocuSigned by:

*Donna Spelts*

1/28/2019

8A78D93AD715214

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*

1/29/2019

3BAB63AE020511A

Signature

Date

**Director:**

Requires Transportation Board Presentation

x Does not require Transportation Board presentation

DocuSigned by:

*Randy Mayhew*

1/29/2019

C4C7CE5CD58511A

Signature

Date

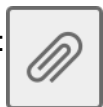
387-18-040 REVISED

**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:**

Due to the advertise date of this project being delayed, there is a possibility that work will not be completed in a single season. Also, additional scope has been added to the project since the the time of the original estimate for the cost of full administration of this project. Based on this information the Construction Division is requesting approval to increase the original approved budget from \$2,197,903.58 to \$2,722,170.15. This increase is needed to ensure the funds are available to keep consultant staff on this project through the end of construction and the close-out process.

**Scope of Services:**

The scope of services includes providing Construction Engineering Services for a Full Administration of the I-580 Carson City Freeway from Fairview Interchange to Washoe County, Project ID 60696, Project No. NHP-580-1(033). The estimated duration of this contract is 125 working days.



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

## MEMORANDUM

February 12, 2019

**TO:** Thor Dyson, Assistant Director DS  
**FROM:** Tonia Andree, Project Manager [Signature]  
**SUBJECT:** Negotiation Summary for RFP 387-18-040  
 Full Administration of I-580 Carson City Freeway – Contract 3763

A negotiation meeting was held at NDOT Headquarters in Carson City on February 5, 2019, with Mike Glock, Mike Murphy, and Tom Adams from Diversified Consultant Services and Stephen Lani, Rick Bosch, Mark Caffaratti, and Tonia Andree of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DBE goal for this agreement has been established at two and four-tenths percent (2.4%).

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

The SERVICE PROVIDER agrees to perform full construction administration services to ensure that the construction of Project NHP-580-1(033), I 580 Carson City Freeway, is accomplished in conformance with the plans, specifications, and all other contract documents.

The following four (4) firms submitted proposals in response to RFP 387-18-040:

- 4Leaf Consulting, LLC.
- Diversified Consulting Services (DCS)
- HDR Engineering, Inc.
- Stantec Consulting Services, Inc.

DCS is the prime Consultant and has teamed up with the following subconsultants:

- Quality Construction Testing Services (QCTS) (Certified DBE)
- Konakis Engineering and Surveying
- Taylor Made Solutions (Public Outreach)

The DEPARTMENT's original estimate was \$2,722,170.15 including direct labor and expenses.

The SERVICE PROVIDER's original estimate was \$2,963,312.95 including direct labor and expenses.

The negotiations yielded the following:

1. Discussed replacement for proposed Inspector Level IV Gary Selmi. DCS proposed a replacement that was included the original proposal as an additional resource.
2. Overtime will be applied for over 40 hours per work week.
3. Negotiated a reduction in rates based upon historical data.
4. Agreed mobilization/demobilization costs were justified for lab trailer and field office.

5. Agreed to add hours for the proposed Public Information Specialist – Taylor Made Solutions at the request of the District II District Engineer.
6. Agreed this agreement is not eligible for per diem.
7. Agreed to bill survey work on a per person basis, not as a combined crew rate.
8. The final total negotiated cost for this agreement, including labor and direct expenses is \$2,657,770.00.

Reviewed and Approved:

DocuSigned by:  
 02/12/2019  
DEE1C1849CEE4BD...  
Assistant Director

## **Attachment A**

### **Scope of Services**

The SERVICE PROVIDER agrees to provide full construction administration services including professional and technical engineering services to ensure that the construction of Project ID 60696, Project No. NHP-580-1(033), located on I-580 from Fairview Interchange to 0.66 miles south of the Carson City/Washoe County Line is accomplished in conformance with the plans, specifications, and all other contract documents.

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 up to one (1) Resident Engineer, one (1) Assistant Resident Engineer, one (1) Office Manager, one (1) fully equipped two-person survey crew, two (2) Inspectors level IV, two (2) Inspectors level III, three (3) Testers, two (2) nuclear gauges, a fully equipped and functional office, a fully equipped and functional lab trailer, vehicles, iPads, and cell phones. The Resident Engineer, Assistant Resident Engineer, and Office Person are considered "Key Personnel" for this full administration. 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 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, field testing and surveying in accordance with the DEPARTMENT's specifications, Construction Manual, Field Testing Guide, Field Inspection Guide, Survey 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), certification as ATSSA Traffic Control Technician, certification as ATSSA Traffic Control Supervisor, surveying, 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.

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 Pro or other PDF-editing/creating software installed.

# Line Item 3

588-18-816

**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): NA

Type of Services: Engineering Services

Originated by: Christine Sylvester

Division: Traffic Ops

Date Originated: 9/24/2018

Division Head/District Engineer: Denise Inda, Ken Mammen

Budget Category #: 466006

Object #: 814P

Organization #: C816

Estimated Cost: \$1,301,300.00

Type of Funding: Fed/State

% of Fund: 95% Fed 5% State

Funding Notes:

State Fiscal Year(s): 19,20,21

\$1,236,235.00 Fed, \$65,065.00 State

**Financial Management:**

DocuSigned by:

Donna Spelts

9/27/2018

8A78D93AD715214  
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 Lanza

9/28/2018

3BAB63AE02051D3  
Signature

Date

**Director:**

Requires Transportation Board Presentation

☒ Does not require Transportation Board presentation

DocuSigned by:

Randy Mayhew

9/28/2018

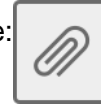
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Signature

Date

588-18-816

**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:**

Traffic Operations is requesting approval to advertise a Request for Proposal (RFP) to solicit consultant services for the continuation of the Nevada Traffic Incident Management (TIM) Program. The TIM Program is critical to ensure consistent collaboration and coordination amongst all public jurisdictions and first responders. The benefits of continuing the TIM Program for the urban and rural areas of Nevada will include: minimizing non-recurring congestion, improving travel-time reliability, reducing secondary accidents, and enhancing safety for first responders and the motoring public. Traffic Operations requires staff support to maintain the current program and develop a plan to become self-sustaining. Traffic Operations and the NDOT Safety Engineering division have partnered together to continue the TIM Program using Federal Safety funds. Please see the attached TIM Program Synopsis for additional information.

**Scope of Services:**

The scope will include consultant services for the continued development of the Nevada TIM Program. This will include but is not limited to: managing the program, implementing communication initiatives, developing and maintaining agreements, collaborating public information initiatives, enhancing policies, procedures and guidance documents, conducting gap analysis and related program development, improving traffic management center coordination, identifying data resources, reporting federal and state defined performance measures, identifying TIM grant sources, and implementing strategies to transition the Nevada TIM Program into a self-sustaining Coalition led program. Please see the attached Scope of Services for additional information.



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

## MEMORANDUM

February 14, 2019

**TO:** Thor Dyson, Assistant Director

**FROM:** Christine Sylvester, Project Manager DS  
CRS

**SUBJECT:** Negotiation Summary for RFP 588-18-816 Facilitation Services for Nevada Statewide Traffic Incident Management Coalitions

A negotiation meeting was held at 1301 Old Hot Springs Road in Carson City on February 6, 2019, with Thomas Clark, and Pat Gallagher of Parsons and Christine Sylvester, Juan Hernandez, LaShonn Ford and Rod Schilling of the Nevada Department of Transportation (DEPARTMENT) in attendance.

This duration of this agreement will be 2 years, ending on June 30, 2021. The DEPARTMENT shall have the option to renew this Agreement under the same terms and conditions for two (2) successive one (1) year terms.

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

Please see Attachment A Scope of Services.

The following schedule was agreed to by both parties:

Date	Task to be Completed
May 2019	Initial Project Coordination, scheduling, and reporting.
June 2019	Conducted monthly 4-hr train sessions across Nevada.
July 2019	Facilitate Coalition meetings in Las Vegas and Reno in FY 2020
October 2019	Facilitate TIM Demonstration at Nevada Safety Summit

Key personnel dedicated to this project are as follows:

Name	Title
Thomas Clark	Senior Project Manager
Pat Gallagher	Project Manager
Hawk Hagebak	Technical Writer
Jessica Coleman	Communications Specialist
Tom Martin	Legislative Advisor
Dave Strawn	Marketing Manager
Rita Brohman	Agreement Coordinator
Susan Kildoo	Administrative Assistant

There are no sub-consultants being utilized on this Project.

The DEPARTMENT's original estimate was \$1,301,300.00.

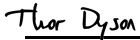
The SERVICE PROVIDER's original estimate was \$1,301,300.00

The negotiations yielded the following:

1. A fee of 9% was agreed to by both parties, and is based upon direct labor costs and an overhead rate of 120%.
2. The total negotiated cost for this agreement is \$1,301,300.00.

Reviewed and Approved:

DocuSigned by:

Thor Dyson

Assistant Director

## **ATTACHMENT A SCOPE OF SERVICES**

### **GENERAL REQUIREMENTS**

The selected SERVICE PROVIDER will provide the required minimum services needed to successfully facilitate the Southern, Northern and Statewide Rural Nevada TIM Coalitions in a manner to achieve ongoing collaboration, improvements, and optimum effectiveness. The SERVICE PROVIDER shall provide a team capable of successfully meeting all requirements of this scope of services in an efficient and timely manner.

At minimum, the team shall have at least five (5) years minimum of TIM Coalition facilitation experience and five (5) years minimum of highway TIM experience as a first responder in law enforcement within the Western Region of the United States. These qualifications may be filled by a single member or multiple members. These team members will be available for all meetings and at all other times for consultation as needed.

As coordinated with and approved by the DEPARTMENT the SERVICE PROVIDER will implement the following strategies:

- Facilitation of bi-monthly meetings for each of the Southern and Northern Coalitions and semiannual Coalition meetings in rural areas of the state
- Updating of existing statewide and region-specific TIM guidelines, handbooks, policies and procedures
- Conducting a gap analysis and development of recommendations for Coalition improvements
- Development and implementation of strategies to mature the TIM Coalitions into self-sustaining and participant led entities
- Actively engaging current and new members to achieve improved and consistent participation
- Updating and maintaining the Joint Operations Policy Statement (JOPS) Agreement
- Development of additional agreements between agencies
- Identifying funding and cost saving opportunities for TIM and TIM Projects
- Facilitation of the collection and reporting of performance data
- Improvement of communications between local TIM organizations
- Update multi-disciplinary training for TIM
- Improving and coordinate outreach to the public regarding TIM related programs
- Championing legislation for changes to support/improve TIM

### **PROJECT MANAGEMENT**

This task will consist of general project management, administrative, and accounting activities for the project. It will comprise the following throughout the life of the project: a kickoff meeting, project status/review meetings, preparing and distributing reports/memos, scheduling of review meetings/activities, and discussion of project issues. This effort can be described in the following categories:

#### **Project Coordination**

The SERVICE PROVIDER will coordinate and facilitate a kick-off meeting with the DEPARTMENT after the official notice-to-proceed has been granted. The purpose of this meeting will be to review and reexamine previous Traffic Incident Management (TIM) efforts, review project scope, discuss key issues, and identify resolutions to all issues early in the

project. A tentative agenda for the kick-off meeting includes, but is not limited to, the following:

- Project schedule
- Review of previous TIM efforts
- DEPARTMENT goals for the project
- Points of contact
- Review process of submittals and format of deliverables

The SERVICE PROVIDER will coordinate and facilitate monthly project teleconferences at times to be determined by the DEPARTMENT. Each meeting will consist of project status, schedule review, and discussion of upcoming milestones for both the SERVICE PROVIDER and the DEPARTMENT. The SERVICE PROVIDER will also be available for miscellaneous meetings that may be scheduled from time to time to discuss project management issues. The SERVICE PROVIDER will prepare and distribute both meeting agendas and meeting minutes for each meeting.

#### **Out of State Growth Opportunities**

The SERVICE PROVIDER shall pay for up to two DEPARTMENT staff member trips to attend out of state TIM events, such as a peer exchange or conference, per fiscal year. Travel includes all transportation, lodging, registration fees and per diem expenses in accordance with the current rates allotted state employees.

#### **Schedule**

The SERVICE PROVIDER will develop an event calendar cooperatively with the DEPARTMENT. The schedule will include Coalition meetings, training events, workshops, and deadlines that would be of interest to the project and Coalition stakeholders. The calendar will show the proposed sequencing of the tasks and their start dates, end dates, and duration as applicable. Milestone events, such as review meetings, deliverables, and requirements workshops, may be identified on the schedule.

#### **Monthly Progress Reports**

The SERVICE PROVIDER will develop monthly progress reports detailing the work completed for each task that month. The progress reports will explain any variations in the project schedule and will note and explain any technical, management, or coordination problems that have arisen along with the proposed resolution. The report will also provide the percentage of work completed for each task during that month.

Invoices for work performed in the previous month shall be submitted by the 10th day of the month.

#### *Deliverables*

- Monthly progress reports
- Meeting agendas and minutes
- Schedule

#### **SELF SUSTAINING PLANNING AND NURTURING**

A major goal of this project is to further grow and mature the Coalitions into self-sustaining units with agencies indoctrinating position and roles.

In order to ensure positive movement toward self-sustaining Coalitions, the SERVICE

PROVIDER shall assess the current state of the Northern, Southern, and Rural Coalitions and develop a Self-Sustainment Plan within the first two years of the agreement. The plan shall focus on organizational structure and function. It will identify the critical roles and needs of each Coalition such as the need for a regional secretary or training coordinator with specific responsibilities. Care should be taken to develop roles that are reasonable for Coalition members to take on; the workload of each role should not be a burden to the individual dedicating their time. A plan for succession and acknowledgement of all roles identified shall be included.

Once the plan has been developed, the SERVICE PROVIDER will work with partnering agencies to identify champions throughout the Coalition that are able to fill each role. The SERVICE PROVIDER shall report to the DEPARTMENT on a quarterly basis on the progress and success of the plan. Based upon these reports, the DEPARTMENT may direct the SERVICE PROVIDER to adjust the plan to improve its success.

#### Deliverables

- Self-sustainment Plan (due within two years)
- Quarterly Progress Reports

### **CONTINUED SOUTHERN, NORTHERN AND STATEWIDE RURAL TIM PROGRAM MANAGEMENT**

#### **TIM Program Support (continuous)**

Nevada has achieved the basis for excellent regional and statewide TIM programs. There is an opportunity to not only continue the programs, but also expand and enhance TIM actions with the engagement of new TIM response agencies and the introduction of national TIM best practices. Every meeting is an opportunity to learn, debrief, build consensus, develop multi-agency deliverables, and communicate/coordinate with TIM partners with the ultimate goals of transportation improvements in safety and mobility.

The SERVICE PROVIDER will build upon earlier efforts such as TIM goals and objectives, recommend TIM best practices and performance metrics, and engage TIM stakeholders.

In continuing the TIM Programs, the SERVICE PROVIDER will work with the DEPARTMENT and TIM response partners in each Coalition to identify elements that will support successful regional programs which may include:

- Key Team Goals and Objectives – regional congestion mitigation, safety improvements, multi-agency training, pursuit of funding opportunities, adoption of new initiatives, etc.
- Organizational Structure – executive/policy setting, technical/workgroup, administrative, and range of subcommittees, including a description of responsibilities and relevant decision-making processes
- Overview of Plans and Policies – how high-level policies and procedures may be tailored for regional use
- Results of current initiatives – earmarked funding, co-location of staff and resources, legislative and policy changes, operations-related improvements, technological improvements, training, cost sharing, etc.
- Gap analysis – identify areas of improvement, needed initiatives and programs
- Function – member areas of responsibility, accountability, and oversight
- Actions – processes used to support development of policies and procedures, execution of inter-agency agreements, legislative proposals, regional TIM Strategic Plan and other

document preparation, debrief sessions for major incidents, training, pursuit of funding opportunities

- Activities – Types/purpose/frequency of meetings, reporting requirements, description of TIM activities
- Communications – meeting minutes, newsletters, websites, etc. available to support TIM members
- TIM Team maintenance and growth – overview of member participation and active outreach to improve participation of current members and engage new members into the Coalition, strategies to progress groups into participant-led, self-sustaining Coalitions
- Performance metrics and relationship, if any, to TIM Program-Level Performance Measurement Focus States Initiative
- Overview of funding used to support TIM activities, regional TIM initiatives, etc.

The SERVICE PROVIDER will assist the DEPARTMENT with the continued growth and support of the Southern, Northern and Statewide Rural TIM Teams, including items such as:

- Broad-based membership drawn from primary TIM stakeholders including transportation, public safety, first responders, towing professional, fire and rescue, etc.
- Expansion of membership to secondary stakeholders including automobile clubs, trucking organizations, the insurance industry, the media, etc.
- Consideration of ongoing activities for expansion
- High level goals and objectives
- Inter-agency institutional agreements to facilitate TIM initiation
- Formalize the organizational structure and internal decision-making processes
- Process to identify and prioritize steps for TIM Team activities
- Kick-off workshop

For the Northern and Southern TIM Coalitions, the SERVICE PROVIDER will support the DEPARTMENT with regional TIM Coalition meetings followed by steering committee meetings to be held every other month. The SERVICE PROVIDER will collaborate with the DEPARTMENT and other rural TIM participants to further strategize the frequency, schedule, and locations of the Statewide Rural TIM Coalition meetings. Due to the expansiveness of rural Nevada and diversified needs of the unique rural regions, a minimum of two meeting per year will be planned for each rural Coalition. Facilitation of these meetings will include development of draft agendas for the DEPARTMENT's review and approval, active outreach to current and potential new TIM partners to ensure consistent and good participation, copying and distribution of documents for TIM Team members, tracking and follow-up of action items from the meetings, responses to TIM-related queries, briefings, maintenance of membership contact lists, and any other activity necessary to ensure productive, valuable and well attended meetings. The SERVICE PROVIDER will coordinate meeting arrangements through a free online scheduling service such as Eventbrite and prepare and distribute meeting minutes. Project related documents will be made available to the Coalition on the TIM website.

The SERVICE PROVIDER will, as needed and approved by the DEPARTMENT, work with 2-4 subcommittees or TIM Working Groups within each of the Coalitions and facilitate meetings for those groups to further programs, initiatives and actions identified by the main Coalitions. These working groups will report back to their respective Coalitions at each bi-monthly meeting.

The SERVICE PROVIDER will use the results of the DEPARTMENT and TIM partner meetings

as well as research of existing TIM practices to produce a compilation of existing Nevada TIM Coalitions best practices. This information will be used for the development of TIM Strategic Plans, handbooks, policies, etc.

To continue to function effectively, the TIM Coalitions will need to build upon current operational guidelines and previously developed goals and documentation as part of the framework described above. These documents will be provided for review by the DEPARTMENT, and upon receipt of comments will be finalized.

### **Website**

The SERVICE PROVIDER will also host and maintain a secure Nevada TIM website. Duties will include:

- Converting the existing [www.nvTIM.com](http://www.nvTIM.com) or designing and building a new site
- Hosting the site or provide hosting for access by the public. The site will include a “secured” area ONLY accessible to Coalition members
- The site will be required to follow DEPARTMENT website standards including use of Department masthead and footer. The site must adhere to ADA website accessibility regulations
- Website will use the domain name [www.nvTIM.com](http://www.nvTIM.com) and include links to other TIM related sub-sites. The DEPARTMENT will purchase domain and administer DNS records
- SERVICE PROVIDER duties include frequent posting of general program information, schedule, documents, other updates and general maintenance and support of the website.
- The uptime and use of the site will be monitored and reported in the monthly progress report.

### **Update TIM Strategic Plans (annually)**

The SERVICE PROVIDER will update the DEPARTMENT’s Southern Nevada TIM Coalition Strategic Plan and may as approved by the DEPARTMENT develop strategic plans for the Rural TIM Coalitions that identify goals and actions/sub-actions for the immediate-, short-, and long-term. These details will help the DEPARTMENT and its TIM partners prioritize TIM activities as there may be more desired than can be effectively implemented at one time. The Plan’s recommendations will suggest logical next steps given successes and benefits of existing Nevada TIM elements, and it will also identify funding investments needed to complete the actions. Actions could include expansion of service patrol programs, towing and recovery innovations, improvements to environmental spill response, development of interagency memoranda of understanding agreements, alignment with FHWA, TIM performance metrics, and legislative changes. After identification, the SERVICE PROVIDER will support the DEPARTMENT in the development of consensus in the priority of implementation of these actions by TIM stakeholders and identify the resources and procedures required to move these from concept to accomplishment. All actions and sub-actions will build on the solid foundation and investments made in current TIM practices in Nevada.

Work on the TIM Strategic Plans will include review and response to comments, submittal of draft adjustments, and production of the final document. The initial review will be submitted to the DEPARTMENT; subsequent reviews will include TIM Coalition membership. With the input from the Coalitions, the SERVICE PROVIDER will update regional TIM Strategic Plans that includes examples of national best practices as well as the most successful

practices from the ongoing TIM programs; gap analysis of existing and desired practices that includes administrative, financial, institutional, and technological barriers; prioritization of potential TIM actions; and recommendations for performance measures.

*Deliverables*

- Meeting facilitation, agendas, and minutes
- Meeting refreshments
- Statewide TIM website
- Annual Strategic Plan updates

**Prepare Multi-Agency Statewide Deliverables (continuous)**

As needs are identified, the SERVICE PROVIDER will develop or update TIM solutions for towing/recovery operations, environmental/hazmat spills, incident response vehicles, and other supportive TIM policies, practices, and procedures. These must be produced in close coordination with the DEPARTMENT and TIM response partners because their input and participation is critical to producing documents that correctly reflect TIM direction in Nevada. Upon acceptance, documents will be finalized for implementation. These efforts will occur in close conjunction with the monthly TIM meetings with the DEPARTMENT and TIM response partners.

*Deliverables*

- Draft and final TIM solutions

**Legislative Support (continuous)**

The TIM Strategic Plans and gap analysis may outline policy/legislative changes needed for TIM actions. The SERVICE PROVIDER will compile recommendations for the DEPARTMENT's consideration. These must be produced in close coordination with the DEPARTMENT and TIM Coalition because their input and participation is critical to producing documents that correctly reflect TIM direction in Nevada. Draft recommendations will be submitted to the DEPARTMENT for review and comment and will be subsequently finalized for pursuit. The SERVICE PROVIDER, shall at the DEPARTMENTS request, assist in the legislative session to ensure TIM bills are robust in their justification and well presented to the legislature. This may include identifying and building support from a legislative member to champion the bill.

*Deliverables*

- Draft and final legislative recommendations

**Track Performance Measures and Facilitate Data Collection Efforts (continuous)**

The SERVICE PROVIDER will work with the DEPARTMENT and Coalitions to monitor TIM performance measures that are consistent with work done as part of the TIM Focus State Initiative (FSI), the TIM National Unified Goal (NUG), applicable federal rules and regulations, and other initiatives adopted by TIM. The SERVICE PROVIDER will review the TIM-specific performance metrics currently being collected in each of the Coalitions in Nevada and assess how they differ from the definitions and criteria recommended by FHWA through the TIM FSI. This information will then be shared for consideration by each of the TIM Coalitions to gain input from other TIM stakeholders. The SERVICE PROVIDER will produce semiannual performance measure reports and then assemble and evaluate data that is being collected. The information will be provided in draft form for review, and then finalized.

Performance measure documents will be produced on a semiannual basis in coordination with the DEPARTMENT and TIM stakeholders. Draft performance measure recommendations will be submitted to the DEPARTMENT for review and comment and will subsequently be finalized for implementation.

#### *Deliverables*

- Semiannual Performance Reports

#### **Training and Outreach (continuous)**

The SERVICE PROVIDER team will actively work with the DEPARTMENT and Coalitions to identify local issues and concerns that can be resolved with training and outreach. The SERVICE PROVIDER will then develop a proposed annual training calendar for each of the Coalitions that includes training modules for safe, quick clearance practices. These training sessions may coincide with each of the Coalition's regular meetings. Training should provide a multi format/media for broader application. The SERVICE PROVIDER may also produce outreach materials to engage TIM stakeholders, build consensus, and educate the public. In addition to Nevada specific materials, these efforts will include training and outreach modules that have been developed by others such as FHWA, with tailoring to meet the particular needs of each of the Coalitions. Draft deliverables will be provided to the DEPARTMENT for review and comment; final deliverables that incorporate and address comments will then be submitted.

The SERVICE PROVIDER will actively conduct outreach to internal and external TIM response partners to ensure full and effective participation within each of the TIM Coalitions. This may include not only those responding on scene, but others that play a more remote role in response, such as dispatchers, the media, DMV, automobile clubs, insurance companies, etc. Outreach efforts may include regular newsletters, business card or pamphlets for each coalition as well item recognizing champions for their efforts upon approval by the Department.

#### *Deliverables*

- Draft and final training modules

#### **Enhance Best Practice and Innovative Communications Between Responders (continuous)**

The SERVICE PROVIDER will work with the DEPARTMENT and Coalitions to develop effective communications protocols to facilitate safe, quick, and appropriate TIM actions.

These protocols may include the flow of crash information through radio, email software systems between agencies or telephone call, documenting of radio availability and need to be refined for each Coalition to meet region specific needs, resources and capabilities. These actions identify key personnel and their responsibilities and establish effective communications response protocols. Efforts will begin with an assessment of current practices; strategies for improvement; and new procedures where needed. The SERVICE PROVIDER will evaluate best practices or innovative strategies to enhance communications in each Coalition based on their unique needs. Documents will be placed on the TIM Team website; however, the SERVICE PROVIDER will also maintain communication through local interaction at regular Coalition meetings, electronic outreach for TIM materials, and other actions to fully engage the membership of each of the Coalitions. Draft deliverables such as communications lists, contact lists and procedures will be provided to the DEPARTMENT for review and comment; final deliverables that incorporate and address comments will then be submitted at the end of the contract.

*Deliverables*

- Draft and final communications plans and procedures

**Joint Operations Policy Statement Agreement and other Agreement Maintenance (continuous)**

The SERVICE PROVIDER will review and recommend updates or enhancements to the Joint Operations Policy Statement (JOPS) Agreement currently in place within four (4) months of the Notice to Proceed. The SERVICE PROVIDER will assess with the DEPARTMENT and NHP if there are other agencies that should be included in the JOPS. Revisions to this agreement will require collaboration with the DEPARTMENT and other TIM partners.

In the case that major policy change is necessary, a new signing ceremony will be organized and facilitated by the SERVICE PROVIDER at a date and location that will accommodate the schedules of the DEPARTMENT and the Nevada Department of Public Safety along with other key personnel. Subsequent to the initial JOPS update, the SERVICE PROVIDER will maintain the agreement to ensure that contacts and information are kept current.

The SERVICE PROVIDER will work with the DEPARTMENT and Coalitions to identify, develop, and seek execution of other agency partnership and operations agreements that are needed to effectively implement TIM strategies. The number and type of agreements will be founded in each of the Coalitions TIM Strategic Plans.

*Deliverables*

- Draft and final agreements
- Meeting facilitation and refreshments

**TIM Funding Sources**

Funding for TIM may be sought from non-agency sources. The SERVICE PROVIDER will work with the DEPARTMENT and Coalitions to identify grants, donations or cost saving measures for training, equipment, and other TIM initiatives. This work will be performed as an integral part of efforts associated with the TIM Coalition. As such, no separate direct charges will be allowed in association with this effort but are subsidiary to previous tasks. The task is listed separately to describe efforts and identify deliverables.

*Deliverables*

- Draft and final grant applications, sponsorship agreements, and other funding documents

# Line Item 4

**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 #: 2      Agreement #: 614-17-040

If Amendment, name of Company: HDR Engineering, Inc.

Project ID #(s): n/a

Type of Services: Engineering Services

Originated by: Tonia Andree

Division: Construction

Date Originated: 1/14/2019

Division Head/District Engineer: Sharon Foerschler

Budget Category #: 06

Object #: 814B

Organization #: C040

Estimated Cost: \$800,000

Type of Funding: State

% of Fund: 100

Funding Notes:

State Fiscal Year(s): FY20

\$400,000 in FY19, \$400,000 in FY20

**Financial Management:**

DocuSigned by:  
Donna Spelts      1/17/2019  
 8A78D93AD715214      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 Lanza      1/23/2019  
 3BAB63AE020511A      Signature      Date

**Director:**

Requires Transportation Board Presentation

× Does not require Transportation Board presentation

DocuSigned by:  
Randy Mayhew      1/24/2019  
 C4C7CE5CD58511A      Signature      Date

614-17-040AMD2

**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:**

Due to the unanticipated number of projects scheduled to be advertised for the FY19/FY20 construction season the construction office is requesting an additional \$800,000 to ensure that the District 2 Betterment program is delivered successfully.

**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.




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

## MEMORANDUM

February 6, 2019

**TO:** Thor Dyson, Assistant Director

**FROM:** Tonia Andree, Project Manager <sup>DS</sup> 

**SUBJECT:** Negotiation Summary for Amendment 2 to Agreement P614-17-040

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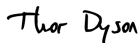
On May 22, 2018, the Department entered into agreement P614-17-040 with HDR Engineering, Inc. to provide Full Administration of District II Betterments Projects.

The Scope of Services includes performing professional and technical engineering services to ensure the construction of District II Betterment Projects are accomplished in conformance with the plans, specifications, and all other contract documents.

This amendment is necessary due to the unanticipated number of betterment projects scheduled to advertise for the FY19/FY20 construction season. The original budgeted amount did not account for the increase in the number of projects to be administered.

This amendment increases the total amount of the agreement by Eight-Hundred Thousand and 00/100 Dollars (\$800,000.00) to Two Million Seven Hundred Twenty-Nine Six Hundred Eleven and 84/100 Dollars (\$2,729,611.84).

Reviewed and Approved:

DocuSigned by:  
 02/06/2019  
DEE1C18490E64BD  
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 are 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 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. The laboratory shall contain equipment needed to perform the testing on the project including but not limited to sieves, sieve shakers, scales, balances, sample splitters, drying devices such as ovens and burners, sand equivalent test set, specific gravity testing equipment, proctor compaction set, sand volume apparatus, nuclear testing devices, concrete testing equipment, density testing equipment, dry film thickness testing equipment, asphalt content tester and other miscellaneous equipment needed such as sampling devices, pans and tools in. 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.

# Line Item 5

671-18-015

**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: Environmental Re-evaluation of the I-15 South Corridor and High Speed Rail technical Expertise

Originated by: Ryan Wheeler      Division: Project Mgmt      Date Originated: 11/5/2018

Division Head/District Engineer: Nicholas Johnson


Budget Category #: 4666006      Object #: 814D      Organization #: C015

Estimated Cost: \$2,300,000      Type of Funding: State      % of Fund: 100

Funding Notes:      State Fiscal Year(s): FY19-FY20


FY2019 is \$1,000,000 and FY2020 is \$1,300,000

**Financial Management:**

DocuSigned by:  
  
 8A78D93AD715214  
 Signature      11/6/2018  
 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:  
  
 3BAB63AE0205D1A  
 Signature      11/6/2018  
 Date

**Director:**

Requires Transportation Board Presentation

☒ Does not require Transportation Board presentation

DocuSigned by:  
  
 C4C7CE5CD58541A  
 Signature      11/6/2018  
 Date

671-18-015

**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:**

See attached

**Scope of Services:**

See attached

**Purpose of, and Justification for, Budget Request**  
**I-15 South Corridor Re-evaluation**

I-15 is the main north-south freeway through Las Vegas. It connects California to the south, and Arizona and Utah to the north. Over the last 15 to 20 years, there have been several projects to widen and improve access along I-15 between the state line and the Spaghetti Bowl in Las Vegas. With the completion of I-15 North Design Build, the I-15 South Design Build, the anticipated completion of Project NEON in the fall of 2019, the on-going Tropicana Interchange NEPA study, and the I-15 Gap analysis between Sahara and Flamingo, the only section that will remain to be upgraded on I-15 is between the Tropicana and Sloan Interchanges.

The purpose of this procurement is to reevaluate a NEPA analysis that was completed in 2008 and coordinate with the Brightline Corporation, who intends to construct high speed rail facilities within the I-15 corridor beginning next year. The project scope will include the re-evaluation of alternatives previously developed at each potential interchange and identifying I-15 right-of-way needs along the I-15 corridor to preserve for future I-15 improvements. In addition, technical high speed rail expertise for NDOT to coordination with Brightline's planned development will be required.

**GENERAL SCOPE OF SERVICES**

The scope of services for this RFP includes two main categories, but may not be limited to, the following:

- 1) Performing environmental studies and services for a re-evaluation of the October 2008 Environmental Assessment for the corridor.
- 2) Provide high speed rail technical expertise assistance regarding the review of planning, design, and construction documents from Brightline for the high-speed rail.

The scope of work includes, but may not be limited to, the following:

- Project management based on DEPARTMENT's and Federal Highway Administration's (FHWA) Major Project Management guidelines
- Develop/review alternative concepts, preliminary design and geometrics for the remaining corridor projects, and/or existing corridor infrastructure, incorporating a railway alignment in the concepts/designs.
- Develop/review new, or amending existing, DEPARTMENT standard drawings, specifications or manuals to incorporate interfacing interstates/highways with high speed rail systems
- Develop/review preliminary Right-of-Way impacts analysis for the remaining corridor projects, and/or existing corridor infrastructure noting the addition of a high-speed rail line within the DEPARTMENT right-of-way.
- Traffic analysis and modeling
- Surveying and aerial mapping

- Subsurface utility explorations and utility coordination
- Public relations, outreach, and meetings
- Project estimating and scheduling

The estimated cost for the Service Provider described herein is \$2,300,000 and is funded 100% with **State Funds** and will be completed in approximately eighteen months.

This project will be accounted for in the Project Management Division's project budget request for **FY 2019 through 2020 expenditures where FY2019 expenditures is \$1,000,000 and FY2020 expenditures is \$1,300,000.**



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

## MEMORANDUM

February 19, 2019

**TO:** Cole Mortensen, Assistant Director

**FROM:** David Bowers, Project Manager

**SUBJECT:** Negotiation Summary for RFP 671-18-015, I-15 South EA Re-Evaluation

A negotiation meeting was held in Las Vegas on February 8th, with Chad Anson of C-A Group, Jon Tapping of HDR and David Bowers and Ryan Wheeler of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DBE goal for this agreement has been established at zero percent (0%).

This duration of this agreement will be 12 months.

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

The following schedule was agreed to by both parties:

Timeline	Task to be Completed
12 months	I-15 South Environmental Assessment Re-Evaluation
12 months	High Speed Rail Coordination through NEPA submittal

Key personnel dedicated to this project are as follows:

Name	Title
Chad Anson, PE	Project Manager
John Tapping, PE	High Speed Rail Support Lead
Jeff Bingham	Environmental Lead
Paul Frost	Engineering Lead
Fidel Calixto	Traffic Lead

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.
HDR	NDOT US95 CC215 Interchange	P011-10-015
HDR	Master Agreement for Project Management Assistance with Risk	P706-15-110

	Analysis, Financial Plans, Project Management Plans and Cost Risk Assessment	
HDR	2016 NDOT VE Analysis Studies	P244-16-006
HDR	NDOT - SNTS	P747-15-015
HDR	NDOT-D1 LPA CM	P635-16-040
HDR	NDOT Biological Monitoring	P784-15-013
HDR	District 2 Betterment Projects CM	P614-17-040
HDR	NDOT-TSEDS Traffic Safety	P205-15-816
HDR	US 395 NORTH VALLEYS Project	P589-18-015
Atkins	NDOT Traffic On-Call Agreement	P452-16-016
Atkins	NDOT Utility Relocation/Coordination On-Call	P327-16-030
Atkins	CC-215 and US-95 Aesthetics Design	P085-11-015
Atkins	Commercial Vehicle Investigation Study	P521-16-813
Atkins	NDOT Civil On-Call Agreement	P395-17-010
Atkins	I-15 North Ph4, I-15/CC215 Interchange Design	P109-17-015

The DEPARTMENT's original estimate was approximately \$2.3 million, which included 7,520 hours of direct labor, an overhead rate of 105%, a 10% fee, and direct expenses at \$55,000.


The SERVICE PROVIDER's original estimate was \$3.8 million, which included 10,588 hours of direct labor, an overhead rate of 104.62%, a 12% fee, and direct expenses at \$70,500.

The overhead rate of 104.62% was provided by the Internal Audit Division.

The negotiations yielded the following:

1. There will be 6,231 total man-hours allotted throughout the course of this agreement at a direct labor cost of \$458,329.
2. Based upon the direct labor costs and an overhead rate of 104.62%, the overhead amount will be \$479,504.
3. A fee of 10% was agreed to by both parties and will be \$93,783 for this agreement based upon direct labor costs and an overhead rate of 104.62%.
4. The direct expenses agreed to total \$888,797 for sub-consultants, reproduction, communication, travel and per diem. There will be no direct compensation for computer time.
5. The total negotiated cost for this agreement is \$1,920,413.00

Reviewed and Approved:

DocuSigned by:  
  
 Assistant Director

## **I-15 South EA Re-evaluation Draft Environmental Scope**

### **Project Description**

The proposed project consists of two key components. The first primary component is conducting a NEPA re-evaluation of the FHWA approved 2008 I-15 South Environmental Assessment for improvements along the I-15 corridor from the Tropicana Avenue interchange to the Sloan Road interchange. The second key component consists of the SERVICE PROVIDER providing high speed rail expertise to the DEPARTMENT for the review and coordination of the proposed high-speed rail (HSR) corridor within NDOT right-of-way and/or easements from the Nevada state line in Primm, Nevada to the rail's final terminus within urbanized Las Vegas.

### **1. Management**

#### **1.1. Project Management (NEPA and Engineering)**

The SERVICE PROVIDER will provide a Project Manager to support the DEPARTMENT NEPA and Engineering Project Manager (PM), coordinate SERVICE PROVIDER NEPA and Engineering activities, staff the project, assist with communications, participate in meetings, oversee the SERVICE PROVIDER tasks, and advise the DEPARTMENT 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, geotechnical engineers, NEPA professionals, support staff, and independent quality assurance reviews.

The SERVICE PROVIDER will provide a Project Assistant to provide various administrative duties, including but not limited to distributing meeting notes, organizing meetings, executing errands, and other duties as directed. It is expected that all discipline leads will participate in managing their respective aspects of the work and will report to the project manager weekly on the status of the work.

#### **1.2. Project Management (HSR)**

The SERVICE PROVIDER will provide a Project Manager to support the DEPARTMENT HSR Project Manager (PM), coordinate SERVICE PROVIDER HSR expertise activities, staff the project, assist with communications, participate in meetings, oversee the SERVICE PROVIDER tasks, and advise the DEPARTMENT management. The SERVICE PROVIDER's project manager will provide staff planning and resources requirements to meet Project schedule commitments, HSR expertise, support staff, and independent quality assurance reviews.

The SERVICE PROVIDER will provide a Project Assistant to provide various administrative duties, including but not limited to distributing meeting notes, organizing meetings, executing errands, and other duties as directed. It is expected that all discipline leads will participate in managing their respective aspects of the work and will report to the project manager weekly on the status of the work.

***Assumptions:*** 9 months duration for first phase.

#### **1.3. Project Controls (NEPA and Engineering)**

The SERVICE PROVIDER will create, monitor and update the Project Schedule as part of the NEPA and Engineering effort Monthly Progress Report process. The schedule will be updated monthly.

The SERVICE PROVIDER will provide monthly invoices including a progress report. The monthly progress reports/invoices will be submitted to the DEPARTMENT's Project Manager as a package in

advance of each regularly scheduled progress meeting. It will be based on data received from each task lead and SERVICE PROVIDER and will address the following:

- NEPA and Engineering work task completed since the last report
- Progress on each work task planned and overall percentage complete for the next reporting period
- Needs/requests between the DEPARTMENT task leads and SERVICE PROVIDERS
- Change to date

In the event of a formal change request and/or contract amendment, a scope schedule and budget proposal will be developed for the DEPARTMENT's consideration. Proposal data will be sufficient to establish effects to project completion, labor detail to establish suite of expertise and a clear depiction of services and deliverables to be provided.

#### **1.4. Project Controls (HSR)**

The SERVICE PROVIDER will create, monitor and update the Project Schedule as part of the HSR effort Monthly Progress Report process. The schedule will be updated monthly.

The SERVICE PROVIDER will provide monthly invoices including a progress report. The monthly progress reports/invoices will be submitted to the DEPARTMENT's Project Manager as a package in advance of each regularly scheduled progress meeting. It will be based on data received from each task lead and SERVICE PROVIDER and will address the following:

- HSR work task completed since the last report
- Progress on each work task planned and overall percentage complete for the next reporting period
- Needs/requests between the DEPARTMENT task leads and SERVICE PROVIDERS
- Change to date

In the event of a formal change request and/or contract amendment, a scope schedule and budget proposal will be developed for the DEPARTMENT's consideration. Proposal data will be sufficient to establish effects to project completion, labor detail to establish suite of expertise and a clear depiction of services and deliverables to be provided.

**Assumptions:** 9 months duration for first phase.

#### **1.5. Quality (NEPA and Engineering)**

##### **1.5.1.QA/QC (NEPA and Engineering)**

The SERVICE PROVIDER is responsible for the quality, accuracy and completeness of the materials prepared under this contract and shall check all such material accordingly. The SERVICE PROVIDER will provide a comprehensive QC plan for all documents, plans, calculations and estimates for the work being performed under this contract. The SERVICE PROVIDER shall also have a QA review for this project that is independent of the design function.

The SERVICE PROVIDER will deliver copies of all comment summary sheets to the DEPARTMENT Project Manager.

QA reviews will be performed on all deliverables, documents and processes necessary to complete the work on this project.

## **1.6. Quality (HSR)**

### **1.6.1.QA/QC (HSR)**

The SERVICE PROVIDER is responsible for the quality, accuracy and completeness of the materials prepared under this contract and shall check all such material accordingly. The SERVICE PROVIDER will provide a comprehensive QC plan for all documents, plans, calculations and estimates for the work being performed under this contract. The SERVICE PROVIDER shall also have a QA review for this project that is independent of the design function.

The SERVICE PROVIDER will deliver copies of all comment summary sheets to the DEPARTMENT Project Manager.

QA reviews will be performed on all deliverables, documents and processes necessary to complete the work on this project.

High speed rail design reviews are covered in Section 4.3.2.2.

### **1.6.2.Value Analysis/Value Engineering (HSR)**

The SERVICE PROVIDER will facilitate a one-day value analysis/engineering workshop. SERVICE PROVIDER will organize and facilitate the value engineering workshop when the design and associated documents are approximately 30% complete.

The Value Engineering (VE) Workshop shall consist of the following:

- a. The VE team will be made up of appropriate independent subject matter experts provided by the DEPARTMENT, that have had little or no involvement in the design phase, as well as a small number of members of the SERVICE PROVIDER's design team. The VE team shall consist of a minimum of 5 team members including the facilitator.
- b. Project documentation will be provided to the VE team during the pre-study phase which will include (but not limited to), available Plans, cost estimates, alternative analysis reports, design files, quantity calculations, traffic analysis, typical sections, geotechnical reports, project schedule, and other pertinent information as available.
- c. The VE memorandum will document the VE Team's findings, methodologies, recommendations, and meeting minutes. The SERVICE PROVIDER will respond and incorporate comments from the DEPARTMENT into the final report.
- d. Prior to the study, SERVICE PROVIDER will provide the DEPARTMENT with a study agenda.
- e. The VE study session will be conducted at a yet to be determined study location where the VE team can work independent of other distractions.

#### **Assumptions:**

- VE Team members will be provided by the DEPARTMENT.

#### **Deliverables:**

- VE Memo to be issued approximately two weeks after the VE study session.

### **1.7. Project Management Plan (NEPA and Engineering)**

SERVICE PROVIDER will update the DEPARTMENT'S I-15 South Project Management Plan based on the DEPARTMENT's PM Division guidelines with input from the DEPARTMENT.

The DEPARTMENT's Project Management Plan (PMP) for administering the project will provide the guidance for planning, executing, monitoring, controlling and closing the project. The plan will include a project schedule to define the activities and processes that the project team will follow to meet the project goals.

The PMP will receive annual updates for the assumed term of performance, or as needed to incorporate project changes affecting the project delivery/management.

Additional PMP's for potential project phases are not included in this scope of services.

### **1.8. Project Management Plan (HSR)**

SERVICE PROVIDER will provide the DEPARTMENT'S a HSR Project Management Plan based on the DEPARTMENT's PM Division guidelines with input from the DEPARTMENT.

The DEPARTMENT's Project Management Plan (PMP) for administering the project will provide the guidance for planning, executing, monitoring, controlling and closing the project. The plan will include a project schedule to define the activities and processes that the project team will follow to meet the project goals.

The PMP will receive annual updates for the assumed term of performance, or as needed to incorporate project changes affecting the project delivery/management.

Additional PMP's for potential project phases are not included in this scope of services.

### **1.9. Right-of-Way Estimates (NEPA and Engineering)**

The SERVICE PROVIDER will prepare cost estimation / value engineering support services as follows:

- Prepare mapping exhibits with land unit costs / SF and risk analysis for use in preliminary design alternative preparation within the project limits. No revisions are anticipated as it is assumed this document will be used for planning purposes.
- Right-of-Way impacts for high speed rail impacts will be reviewed as described in Section 4.2.1.

### **1.10. Alternative Construction Estimates (NEPA and Engineering)**

The purpose of this task is to prepare an updated reasonably reliable and accurate construction cost estimate for the revised preferred alternative as part of the NEPA phase of the project. It is understood that the accuracy of the estimates will be commensurate with the detail of the design developed at the time of the estimate. Initial concept estimates of new alternatives for consideration will be order of magnitude for comparative purposes only and should in no case be used for programming purposes.

#### ***Updated Preferred Alternative Estimate***

Independent concepts comprising the Preferred Alternative that has not yet been constructed will be estimated per project component in order to provide comparative/additive/subtractive estimates for project phasing. These concepts will not be estimated by phase, rather, the estimates will be used to aid in the determination of project phasing. The estimates will be completed using the NDOT Wizard estimating tool and have an accuracy consistent with the level of design detail developed at the time. The preliminary concept estimates are considered a Class

4 estimate as defined by the American Association of Cost Engineering (AACE). It is considered accurate to +30% to -20%, based upon a 1-15% design deliverable.

#### **1.11. Document Controls (NEPA and Engineering)**

##### **1.11.1. General Document Management**

The SERVICE PROVIDER shall develop and maintain a Project management website utilizing Bentley ProjectWise for the purpose of storing and transferring Project files throughout the life of the Project. The website will include, but not be limited to, all Project documentation including meeting minutes, design calculations, electronic files, correspondence, email, etc., including scanning of all hard copies not transmitted electronically. The DEPARTMENT Project Manager and task leads shall have access to the files through a secured account and may request access rights to other agency representatives, agents, employees and officials involved with the Project. Provisions will also be made to archive this data.

- All working files will be updated as they are revised. Current versions will be available at all times.
- MicroStation files will be posted in Version 8i
- SharePoint Site (optional if ProjectWise access is not desired)
- Regular Administrative document control filing

#### **1.12. Document Controls (HSR)**

##### **1.12.1. General Document Management**

The SERVICE PROVIDER shall develop and maintain a Project management website utilizing Bentley ProjectWise for the purpose of storing and transferring Project files throughout the life of the Project. The website will include, but not be limited to, all Project documentation including meeting minutes, design calculations, electronic files, correspondence, email, etc., including scanning of all hard copies not transmitted electronically. The DEPARTMENT Project Manager and task leads shall have access to the files through a secured account and may request access rights to other agency representatives, agents, employees and officials involved with the Project. Provisions will also be made to archive this data.

## **2. ENGINEERING**

### **2.1. Engineering Task Management**

An Engineering Task Manager will coordinate with the Project Management team and other discipline Task Leaders as needed throughout the project. Typical responsibilities include the following:

- Provide staff direction for task execution
- Guide project design deliverables and recommendations
- Communicate engineering design progress with the Project Management Team
- Quality control/quality assurance (QC/QA)
- Review discipline progress against schedule, monitor the task budget and report monthly progress

The SERVICE PROVIDER's engineering team responsible to the Engineering Manager includes the following task leads:

- Roadway/Interchange/Phasing Concepts
- Drainage/Storm Water
- Structures
- Surveys, Right of Way, Utilities
- Traffic/Modeling

## **2.2. Survey and Mapping**

### **2.2.1. Aerial Mapping**

The SERVICE PROVIDER will provide Aerial Mapping for the project limits from Tropicana Avenue to Sloan Road, between Valley View and Las Vegas Boulevard, to tie in with the project terminus of the I-15/Tropicana Avenue Environmental Assessment survey. Mapping will be located to the DEPARTMENT's state coordinate plane.

### **2.2.2. Base Map Development**

The SERVICE PROVIDER will complete design level mapping at 1" = 40' for the project limits and will provide with the existing information.

The SERVICE PROVIDER will provide its mapping to the DEPARTMENT for verification of coverage limits and approval. The mapping and DTM data will be integrated with the provided aerial topography and topographic site surveys to build an existing Base Map for the project limits. No Boundary/Control Survey will be performed. An existing digital terrain model (DTM) will be prepared and provided for the project. All information will be provided to Location Control and Geodesy to verify conformance to previous topographical surveys and coordinate plane.

### **2.2.3. Right-of-Way Base Mapping**

The SERVICE PROVIDER will coordinate with the DEPARTMENT's Right-of-Way and Roadway Divisions to obtain the existing right-of-way in Microstation Format. Right-of-Way base mapping provided by the DEPARTMENT will include previous contracts Right-of-Way maps, base engineering files, proposed right-of-way acquisitions from previous projects and Horizontal Control Plans. The SERVICE PROVIDER will use local GIS information for Right-of-Way mapping outside of the DEPARTMENT Right-of-Way.

The SERVICE PROVIDER will review the DEPARTMENT provided Right-of-Way base mapping for coverage limits and provide updated limits for additional mapping needed for the project. The additional coverage will be incorporated into the overall right of way base mapping. The SERVICE PROVIDER will integrate the provided Right-of-Way base mapping to build an updated Right-of-Way base map.

## **2.3. Preferred Alternative Review/Refinement**

The SERVICE PROVIDER will review the remaining unconstructed components identified in the 2008 I-15 South EA for conformance with the latest Federal, State, and Local design standards, compatibility with proposed HSR facilities, coordination with the Southern Nevada Supplemental Airport, updated land use and roadway networks, and the updated 2040 Regional Transportation Commission of Southern Nevada Regional Transportation Plan and Traffic Forecasts.

### **2.3.1. Roadway**

SERVICE PROVIDER will review the I-15 South mainline freeway corridor preferred alternative cross section for the ability to accommodate proposed projects such as the high speed rail and Southern Nevada Supplemental Airport access needs within existing I-15 right-of-way.

The SERVICE PROVIDER will also review the proposed Bermuda and Sloan interchanges with I-15 for compatibility with current land use and proposed roadway networks. It is anticipated that the SERVICE PROVIDER will provide two new interchange concepts for each interchange. Concepts will include identifying anticipated right-of-way impacts which may affect the NEPA re-evaluation.

### **2.3.2. Structures**

SERVICE PROVIDER will develop preliminary layouts for new bridges identified with each of the refined interchange concepts. Preliminary structures layouts will help solidify development of interchange geometries and establish structure limits for cost comparisons. For proposed new bridges, SERVICE PROVIDER will develop span configurations and expected superstructure depth to assist in refining interchange geometry (roadway alignments and profiles) and in establishing the overall footprint for each alternative.

### **2.3.3. Drainage**

SERVICE PROVIDER will review the unconstructed portions of the I-15 South EA preferred alternative for conformance with updated drainage criteria and conformance to the latest Clark County Regional Flood Control District's Master Plan and on-going 2018 Master Plan Update. SERVICE PROVIDER will update the preferred alternative and cost estimate as needed.

### **2.3.4. Traffic Operational Analysis Assessment**

#### **2.3.4.1. Traffic Forecasting**

SERVICE PROVIDER will utilize NDOT provided SNTS 2017 and 2040 TransCAD and Aimsun forecast models. SNTS 2040 Aimsun forecasts will be utilized for re-evaluation of the 2008 I-15 South EA preferred alternative.

SERVICE PROVIDER will use the SNTS 2040 TransCAD and Aimsun models to develop new 2040 forecasts to evaluate the need for interchanges at Bermuda and Sloan. Forecast scenarios will include the following:

- Elimination of the both Bermuda and Sloan interchanges
- Elimination of the Bermuda interchange only
- Elimination of the Sloan interchange only

SERVICE PROVIDER will use the SNTS 2017 and 2040 Baseline Aimsun models as the existing year and 2040 Baseline models for the I-15 South EA Reevaluation. It is assumed that the SNTS 2017 and 2040 Baseline models accurately represent the corridor and no adjustments or edits will be made to the roadway networks or to the socioeconomic inputs to the models. The SNTS 2040 Baseline TransCAD model, which was used for origin-destination trip tables to supply the Aimsun model, will be used as the basis for the three model runs listed above. Each of the alternatives listed above will be run in TransCAD and the new origin-destination trip tables exported for use in Aimsun. Adjustments to the alternatives' roadway networks will be limited to the interchange areas listed above. No post-processing of TransCAD model results will be performed as all

adjustments are made in the Aimsun model. The roadway networks in Aimsun will be updated to reflect the three alternatives above and new Aimsun outputs developed using the origin-destination trip tables from the TransCAD models.

*Traffic Forecasting Methodology and Assumptions Memorandum*

The SERVICE PROVIDER will prepare a Traffic Forecasting Methodology and Assumptions Memorandum for review and approval by the DEPARTMENT. This document will summarize the data sources, proposed methodology, and the assumptions involved in the traffic forecasting process.

**Deliverables**

- Traffic Forecasting Methodology and Assumptions Memorandum
- Traffic Forecasting Memorandum

**2.3.4.2. Operational Re-evaluation**

The SERVICE PROVIDER will utilize NDOT provided SNTS 2017 (calibrated) and 2040 Aimsun Next microsimulation models. The SERVICE PROVIDER will prepare a brief technical memorandum for Traffic Modeling and Operation Analysis Methodology following the similar procedure from SNTS. The SERVICE PROVIDER will not perform any additional calibration for this re-evaluation. The SERVICE PROVIDER will develop a technical memorandum of the re-evaluation comparison and recommendations.

**Aimsun Modeling**

***Existing Conditions***

The SERVICE PROVIDER will report the 2017 existing conditions results from SNTS. The SERVICE PROVIDER will not perform any additional runs for the 2017 existing conditions calibrated Aimsun Next models provided by the DEPARTMENT.

***2040 Future Conditions***

The SERVICE PROVIDER will analyze the following models as part of the re-evaluation.

- 2040 Aimsun No-Build. (Model to be provided by the DEPARTMENT, SERVICE PROVIDER will only evaluate and document results. No anticipated changes required to model).
- 2040 Aimsun 4-lane Build with Bermuda and Sloan interchanges. (Model to be provided by the DEPARTMENT, SERVICE PROVIDER will only evaluate and document results. No anticipated changes required to model).
- 2040 Aimsun 4-lane Build with elimination of the Bermuda and Sloan interchanges. (SERVICE PROVIDER to develop, debug, run, evaluate and document results) Model to be reviewed by the DEPARTMENT and modified by the SERVICE PROVIDER as requested.
- 2040 Aimsun 4-lane Build with elimination of the Bermuda interchange. (SERVICE PROVIDER to develop, debug, run, evaluate and document results) Model to be reviewed by the DEPARTMENT and modified by the SERVICE PROVIDER as requested.
- 2040 Aimsun 4-lane Build with elimination of the Sloan interchange. (SERVICE PROVIDER to develop, debug, run, evaluate and document results) Model to be reviewed by the DEPARTMENT and modified by the SERVICE PROVIDER as requested.

**Deliverables**

- Traffic Modeling and Operation Analysis Methodology Memorandum
- Documentation of the Aimsun Analysis and Results
- Aimsun Models

**2.3.5. Utilities**

The SERVICE PROVIDER will contact existing utility companies crossing through and within the project limits to obtain utility any updated record drawings since 2008. In addition, SERVICE PROVIDER will perform field surveys and visual inspections to confirm existing utilities in the project area. The updated utility information provided by each utility company and those utilities identified by the field surveys will be compiled to create an updated existing utility base map and conflict matrix for the project limits. This will be SUE Level C and D for the utility information created. Additional identification and location of utilities, including potholing or other physical means of location are not included in this scope of services.

Coordination with the DEPARTMENT and utility companies is anticipated to be on an as-needed basis and includes up to six (6) one on one meetings.

The SERVICE PROVIDER will update the Utility Conflict Matrix for the preferred alternative, identifying the locations of all existing public and private (if known) utilities within existing and proposed right-of-way and those potentially affected by the preferred alternative. The matrix will include, but are not limited to:

- Utility Conflict Matrix will identify major utility conflicts. The matrix will identify utility owner, prior rights, location of existing utility, conflict, and resolution.
- Conceptual costs for each major utility conflict identified, based on the results of the initial coordination

**Deliverables**

- PDF Preliminary Utility Conflict Matrix for the Alternative
- Preliminary utility quantities for each major utility conflict

**2.3.6. Right-of-Way**

Roll plot exhibits will be prepared depicting the anticipated construction limits for the preferred alternative over the right-of-way mapping. The accuracy of the limits will be consistent with the level of design development to date. The purpose of the exhibits is to support the development of comparative right-of-way estimates, right-of-way verification and establishing impacts and displacements for the NEPA document.

**Deliverables**

- PDF Preliminary Right-of-Way Exhibits
- Preliminary right-of-way take/impact areas

**3. NEPA COMPLIANCE**

The SERVICE PROVIDER will complete necessary tasks for the DEPARTMENT to complete a written Re-evaluation of the 2008 I-15 South Corridor Improvement, Sloan Road to Tropicana Avenue Environmental Assessment. The following task areas are included:

- Completion of environmental surveys, technical studies, and related documentation
- Public, agency and stakeholder outreach and coordination

This scope of services is based on the following assumptions:

- Federal Highway Administration (FHWA) is the NEPA lead agency, in cooperation with the DEPARTMENT as the project proponent
- NDOT project development and submittal processes

To complete the Re-evaluation process on schedule, the SERVICE PROVIDER will use the following procedures:

- Coordinate regularly and communicate clearly with the DEPARTMENT, FHWA, and any cooperating or participating agencies
- Use subject matter experts who have appropriate credentials for the task, experience in the study area, and thorough knowledge about NEPA and associated regulations as applied to highway transportation projects
- Understand the importance of thorough documentation that will minimize agency and public comments, support the administrative record, and reduce the risk for legal challenges, and using periodic peer reviews and legal sufficiency reviews to validate the documentation is complete and compliant throughout the process

Use of the NDOT/FHWA Re-evaluation checklist document, employing over-the-shoulder reviews of studies and Re-evaluation sections by the DEPARTMENT as the overall document is developed to expedite the approval process.

- Using a technical editor, GIS analysts, and graphic artists to support the documentation

It is assumed that no Agency Coordination Plan or Impact Assessment Methodologies will be prepared

### **3.1. NEPA Task Lead**

The SERVICE PROVIDER NEPA Task Lead will review progress against schedule, monitor task budgets and staffing, and report monthly NEPA progress and change. The SERVICE PROVIDER NEPA Task Lead will coordinate development of the Re-evaluation with staff, the DEPARTMENT, and project stakeholders. This includes:

- Arrange and conduct internal coordination meetings with staff
- Arrange and conduct, or attend, meetings with engineering staff
- Coordinate with the DEPARTMENT counterparts

The SERVICE PROVIDER NEPA Task Lead will coordinate with the Quality Manager to ensure all documents are being directed through the quality process prior to publication.

### **3.2. Administrative Record**

The SERVICE PROVIDER will perform ongoing maintenance of the project files and the Administrative Record. This includes electronic copies of major project correspondence and Deliverables. Copies of major correspondence and project records received by The SERVICE PROVIDER will be compiled for the DEPARTMENT as part of the record.

### 3.3. Public and Agency Involvement

#### 3.3.1. Stakeholder and Agency Meetings

Additional NEPA process/impact only meetings with public officials, stakeholder groups, resource agencies, or property owners may be necessary as the project progresses. The SERVICE PROVIDER will prepare for, attend, and document approximately six (6) meetings, which are assumed to be held in Las Vegas. The DEPARTMENT will attend all meetings with stakeholders and resource agencies. This coordination also involves responding to questions from agencies, letters, phone calls, and other forms of coordination with the public and local, regional, state, tribal, and federal agencies.

#### 3.3.2. NDOT / FHWA Update Meetings

The SERVICE PROVIDER will participate in meetings with the DEPARTMENT's environmental management staff and FHWA (see NEPA Coordination Meetings) at key milestones to discuss project issues and status. Approximately Six (6) meetings (with approximately two (2) in-person and approximately four (4) teleconferences) will occur throughout the preparation of the Re-evaluation.

### 3.4. Environmental Analysis for the Re-evaluation

The following table summarizes the environmental resources assumed for analysis and the level of documentation. An "x" signifies SERVICE PROVIDER responsibility. Modifications to the Build Alternative and the No-build Alternative, as applicable, will be analyzed. The anticipated resources that occur in the project area and have the potential to be affected will be analyzed using best available data appropriate to the scope of the resource in context with the project. The DEPARTMENT's involvement, unless otherwise noted, will be in a review and critique capacity.

NEPA Analysis Task Item	Documentation	Tech Reports	Agency/Stakeholder Coordination
Air Analysis (Will be done by NDOT)	X		
Biological Resources and Threatened & Endangered/Sensitive Species	X	X	X
Noise Analysis (Will be done by NDOT)	X		
Wetlands / Riparian Zones	X		
Floodplains and Water Resources/ Quality	X	X	X
Environmental Site Assessment & Recognized Environmental Conditions and NOA/E (Will be done by NDOT)	X		
Land Use	X		X
Cultural Resources/Section 106 <sup>1</sup>	X	X	X

Section 4(f) de minimis finding (recreation and historic)	X		X
Social and Economic Conditions, including Environmental Justice	X		
Visual Resources	X		X
Indirect and Cumulative Effects	X		X

An “indirect” APE will be defined for each individual resource in order to adequately assess any potential impacts associated with revised Build Alternative design.

### 3.5. Data Collection, Field Investigation and Analysis

Data will be collected for the resources and specialty areas listed in the above table. Information will be gathered through field surveys, personal interviews, library and archival research, on-site modeling and sampling, and by contacting resource agencies and data repositories. The areas of social, economic, and environmental interests will be studied to identify issues of concern within the study area.

Documentation of each resource in the re-evaluation will be concise and understandable to the layperson as much as is practicable.

The data collected, and analysis will include:

**3.5.1. Air Quality.** NDOT to complete.

**3.5.2. Traffic Noise.** NDOT to complete.

**3.5.3. Environmental Site Assessment and Recognized Environmental Conditions and Naturally Occurring Asbestos and Erionite:** NDOT to complete. If field testing for NOAE is required, it will be addressed by an Amendment to the Agreement.

#### 3.5.4. Biological Resources

Collect and analyze wildlife resource data and document existing vegetation along the I-15 corridor where proposed improvements from the 2008 EA still need to be constructed. Obtain updated information from U.S. Fish and Wildlife Service (USFWS), Nevada Department of Wildlife (NDOW), BLM biological resource specialists, and Nevada Natural Heritage Program regarding threatened, endangered, sensitive, or rare species of plant or animal species in the project area. The following biological specific surveys will be completed.

##### 3.5.4.1. Desert Tortoise Surveys.

In accordance with the USFWS 2009 Desert Tortoise Manual Mojave Desert Tortoise protocol surveys would be conducted throughout the area along the I-15 corridor where proposed improvements from the 2008 EA still need to be constructed. Survey data sheets would be prepared for submittal to USFWS.

##### 3.5.4.2. Project Biological Opinion

Prepare a draft Request to Append Action Form for desert tortoise consultation with the USFWS under the USFWS/FHWA/NDOT *Programmatic Biological Opinion for Nevada Department of Transportation Projects with Federal Highway Funding*.

##### 3.5.4.3. Rare Plant Surveys

Several rare plants have the potential to occur in the vicinity of the project area. A survey will be conducted during the appropriate season(s) for state and federal protected plants through the area along the I-15 corridor where proposed improvements from the 2008 EA still need to be constructed.

#### **3.5.4.4. Noxious Weed Inventory.**

Assess and describe presence of invasive species and noxious weeds. Survey and map the location of noxious weeds through the area along the I-15 corridor where proposed improvements from the 2008 EA still need to be constructed.

#### **3.5.4.5. Cactus Assessment**

Using sample plots, provide an estimate of healthy cactus and yucca that may be impacted throughout the area along the I-15 corridor where proposed improvements from the 2008 EA still need to be constructed. Healthy cactus is defined as “excellent” or “good” using the condition codes below:

- 1 – Excellent (>80% live branches and stable root system)
- 2 – Good (80-60% live branches and mostly stable root system)
- 3 – Fair (60-40% live branches and/or mostly stable root system)
- 4 – Poor (<40% live branches and unstable root system)

#### **3.5.4.6. Biological Resources Report**

A biological resources report will be prepared to document the biological findings of the required biological surveys. The report would evaluate the effects of the proposed action to special status species and provide conservation measures to avoid and/or minimize project effects.

### **3.5.5. Floodplains and Water Resources/Wetlands**

Identify surface waters or FEMA-regulated floodplains in the study area. Utilize the project drainage/hydrology report to determine potential water quality, storm water, and permitting (USACOE) issues for affected waters of the US. If necessary, the SERVICE PROVIDER will describe the type of permitting that may be required (i.e., nationwide or individual) and any related mitigation measures. Permit documentation will not be prepared, and permit application(s) will not be filed as part of this scope of work.

### **3.5.6. Land Use**

Collect existing, planned, and future land use and zoning information from the City of Henderson and Clark County and applicable regional jurisdictions. Collect information on pending development and related land use changes, in coordination with local planners. Describe generalized existing and future land use. Develop assumptions for project related land use changes for the Build Alternative. Assess project consistency with existing and planned land uses. Analyze impacts to existing land use, and consistency of the Build Alternative with future land use plans. Indirect land use impacts will be discussed for the Build Alternative.

### **3.5.7. Cultural Resources**

Archaeological and architectural assessments (Pacific Legacy 2006; Parsons 2007) and Tribal consultation were performed for the 2008 EA. No archaeological resources were noted within the project's Area of Potential Effects (APE). A total of 753 properties (including vacant parcels)

were within the APE, 9 of which contained buildings, structures or objects that were documented because of their age. All 9 documented properties were found to be not eligible for the National Register of Historic Places. Three-hundred sixty-seven (367) properties containing buildings, structures or objects in the APE were not surveyed and remain unevaluated because they were not 40 years old in 2007 at the time of the inventory. Consultation with Native American tribes with cultural affiliation with APE did not identify any Tribal concerns regarding the Project. On May 31, 2007, the Nevada State Historic Preservation Officer (SHPO) concurred with a determination of "No Historic Properties Affected."

#### Archaeological Resources

No archaeological resources were identified for the 2008 EA (Parson 2006); therefore, it is anticipated that no new archaeological survey would be required. HDR will review the NVCRIS database to confirm no archaeological sites have been documented within the APE since the 2006 assessment.

#### *Deliverable*

- NVCRIS updated (via email)

#### *Assumptions*

- The APE used for the 2008 EA has not changed.
- No new archeological sites are present in the APE.

#### Architectural Resources

The architectural inventory for the 2008 EA was conducted in 2007 using a 40 year date cutoff; therefore, properties built in 1967 or earlier were evaluated. For this update the Nevada Department of Transportation requests that a 45 year cutoff date be used. A preliminary review of the inventory indicates that six (6) properties would meet the 45 year threshold for considered in 2019, having been built between 1968 and 1974.

SERVICE PROVIDER will conduct an architectural survey and National Register of Historic Places (NRHP) eligibility evaluation of up to six (6) properties within the previously defined APE. The survey will be performed in accordance with the procedural standards established by the Secretary of the Interior, the Nevada Department of Transportation (NDOT) and the Nevada State Historic Preservation Office (SHPO). SERVICE PROVIDER will complete Nevada Architectural Resource Assessment (ARA) Forms for each resource which will include a detailed description of materials, methods of construction, any additions, current condition, and history of the property. All surveyed architectural resources will be plotted on the applicable USGS quadrangle map. Digital photographs of each architectural resource will be taken. Images will include at least two elevations, any relevant architectural details, and views of the setting. A CD containing digital images of each inventoried architectural resource with the completed survey ARA forms will be submitted to the Nevada DOT. HDR will prepare and submit a report on the architectural survey, NRHP eligibility recommendations, and assessment of effects. The report will meet the standards of NDOT, the Nevada SHPO, as well as the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*.

#### Deliverables

Architectural Survey Report- electronic copy

Architectural Resource Assessment Forms- electronic copy

CD of digital photographs, ARA forms, Architectural Survey Report

#### Assumptions

- The APE used for the architectural survey will be the same APE used for the 2008 EA. If the APE needs to be reconsidered a modification to the scope and fee might be required.
- No more than six (6) architectural properties will be surveyed and evaluated in the APE. If additional survey is necessary, a modification to the scope and fee will be required.
- HDR will survey all properties from the public Right-of-Way.
- Completion of a Section 4(f) evaluation is not included in this scope. This service can be provided with a modification of scope and fee.
- Scope does not include preparation of consultation letters, development of agreement documents, or completion of mitigation measures. HDR can provide these services for a modification of scope and fee.

#### **Cultural Resources EA Section**

The cultural resource section of the EA will be updated to include the newly surveyed and evaluated architectural survey data.

#### Native American Consultation Letters

FHWA consulted with the Las Vegas Paiute Tribe, the Las Vegas Indian Central, the Moapa Paiute Tribe, and the Pahrump Paiute Tribe to identify potential Tribal concerns regarding the Project as part of the 2008 EA. No Native American concerns were identified.

FHWA will consult with these, and any other Native American tribes with expressed interest in the project, to confirm there are still no concerns. Draft tribal consultation letters will be provided to FHWA to assist with Section 106 consultations.

#### *Deliverable*

- Draft tribal consultation letters (4 tribes)

#### Draft Section 106 Consultation Letters

In addition the tribal consultation letter, draft Section 106 consultation letters will be prepared for the involved public agencies and other parties interest in the Project.

#### *Deliverable*

- Draft Section consultation letters

#### **3.5.7.1. Documents/Deliverables**

The cultural resources documents will included a NVCRIS update summary (via email), an architectural inventory report (using Nevada SHPO HRIFs<sup>1</sup>), and tribal and agency consultation letters. Cultural resources reports will be prepared for review and concurrence by the DEPARTMENT, FHWA, and SHPO. This scope includes:

- Defining a recommended Area of Potential Effects (APE). It assumed the APE used for the 2008 EA remains valid and has not changed, however this needs to be confirmed.

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<sup>1</sup> Will utilize the 2014 Transportation PA and Handbook for the appropriate forms - <https://www.nevadadot.com/doing-business/about-ndot/ndot-divisions/engineering/environmental-services/cultural-resources>.

The APE will include the limits of anticipated direct and indirect effects within roadways and parcels along the I-15 corridor where proposed improvements from the 2008 EA still need to be constructed. The indirect APE will include the viewshed area adjacent to NDOT ROW, assumed to be approximately ¼-mile beyond the NDOT ROW. The recommended APE will be submitted to the DEPARTMENT. FHWA and the Department will determine the APE and transmit it to the SHPO for review and comment.

- Cultural resources identified during the surveys will be evaluated for eligibility utilizing established National Register of Historic Places criteria/standards. Although not anticipated, any archaeological survey will be limited to undeveloped parcels with exposed ground surface. Recommendations regarding eligibility will be made with FHWA making the final determination of eligibility.
- Historic resources (buildings and structures 40 years of age or older) will be described and mapped utilizing the Nevada SHPO historic resource information form (HRIF).
- The DEPARTMENT and/or FHWA will conduct the Native American consultation, with the SERVICE PROVIDER in a technical support role (co-authoring Native American consultation letters for use/submittal by the DEPARTMENT).
- It is assumed no historic properties are within the APE; therefore, preparation of an agreement document (MOA) or provision of mitigation services will not be required.

### **3.5.8. Social and Economic Conditions, including Environmental Justice**

Data will be obtained from the US Census Bureau and American Community Survey, supplemented with other more recent/relevant data from other local sources. Although it does not appear the project would impact any environmental justice communities, the SERVICE PROVIDER will analyze social and economic impacts, including indirect impacts related to the project and surrounding land uses, analyzing both adverse and beneficial social and economic changes. The analysis will be quantitative and qualitative in nature, including analyses such as effects to local tax revenue.

### **3.5.9. Visual Conditions**

Prepare approximately one (1) 3D model simulation of each proposed unbuilt interchange overlain onto high resolution photos for inclusion in the NEPA document. Each 3D model simulation will be evaluated for visual impacts relative to the existing condition, following the FHWA guideline for assessing potential impacts according to the views from and to the proposed project. Perform an assessment of the proposed roadway improvements to identify locations within the project area where the proposed improvements may create a visual impact to adjacent stakeholder properties that otherwise may not currently exist.

As per the FHWA methodology, preliminary Key Observation Points (KOPs) will be suggested and discussed with the DEPARTMENT staff. Identify four (4) KOPs. The KOPs will be used to assist in describing existing visual and aesthetic conditions as well as assessing potential impacts. During site visit photographs of views towards the proposed project from each KOP will be taken. In addition, photographs from other locations within the APE will be taken and used to illustrate the existing landscape character of the APE.

### **3.5.10. Indirect and Cumulative Effects**

The SERVICE PROVIDER will assess indirect effects and cumulative impacts analysis by following recommended approaches in FHWA's position paper Secondary and Cumulative Impact Assessment in the Highway Development Process (April 1992), and the Council on Environmental Quality's Considering Cumulative Effects under the National Environmental Policy Act (January 1997), NCHRP Report 466, and AASHTO Practitioner's Handbook 12 Assessing Indirect Effects and Cumulative Impacts Under NEPA (August 2016).

Data on resources as well as information on past, present, reasonably foreseeable future projects will be collected.

The effects evaluation will define the area of potential effect, analyze existing and future land use trends and proposed development, assess project characteristics, assess the potential for project-induced changes to land use development, and evaluate existing tools or recommend tools to manage changes to land use development. Data collection will be based upon existing, readily available data sources and will draw upon the inventory and description of existing conditions developed in the assessment of direct impacts of the proposed action and No-Build scenario, supplemented with additional data collection for area of potential effect.

The indirect effects analysis will:

- Identify the area of potential effects (APE) and analysis timeframe
- Identify the study area's direction and goals
- Inventory notable features in the APE
- Identification of impact-causing activities
- Assess potentially substantial indirect effects
- Assess potential minimization and mitigation measures

The cumulative impacts analysis will involve a two-tiered process: (1) identify the potential combined direct and indirect effects of the proposed project and other past, present, and reasonably foreseeable public and private activities with or without the proposed action taking place within the cumulative impacts APE; and (2) assess the potential for the project-related effects to have a cumulative impact on socioeconomic and natural resources after mitigation.

The cumulative effects analysis will identify the incremental difference in the area's future transportation improvement, development, resource use, and resource preservation trends with and without the Build Alternative.

### **3.5.5. Section 4(f) NDOT to complete.**

## **3.6. Re-evaluation**

This task encompasses the preparation of the Re-evaluation document. The SERVICE PROVIDER will author, edit, and revise the document per direction from the DEPARTMENT, FHWA, and appropriate resource agencies. The DEPARTMENT's Re-evaluation checklist format will be used to document all studies supporting the re-evaluation. The following iterations of the Re-evaluation document are included:

1. Draft of individual sections of the Re-evaluation: DEPARTMENT/FHWA Review
2. Combined Administrative Draft Re-evaluation: DEPARTMENT/FHWA Review
3. Revised Re-evaluation: Final DEPARTMENT/FHWA Review and Signature

The SERVICE PROVIDER will incorporate due care in preparing a quality Re-evaluation document consistent with industry standards and best practices. The SERVICE PROVIDER will respond to and incorporate substantive public and agency comments that provide corrective changes, document refinement, and regulatory compliance. The SERVICE PROVIDER's NEPA staff will provide an independent review (QA/QC) of the Re-evaluation prior to each iteration submitted to the DEPARTMENT for review and final approval.

#### **Deliverables**

The SERVICE PROVIDER will develop a schedule to receive a signed Re-evaluation by December 31, 2019. The schedule will include milestones for all major tasks and **Deliverables**, including any agency review and revision times.

The DEPARTMENT may require the preparation of a supplemental Environmental Assessment based on the outcome of the re-evaluation. The SERVICE PROVIDER will provide support to the DEPARTMENT to prepare a new Environmental Assessment as an amendment at the appropriate time.

#### **4. HIGH SPEED RAIL TECHNICAL EXPERTISE**

The SERVICE PROVIDER shall provide the DEPARTMENT with high speed rail (HSR) expertise to assist the DEPARTMENT in evaluating a private developer's potential high speed rail improvements along the I-15 corridor from the Nevada/California state line to a future station within the urbanized Las Vegas area (assumed to be near the I-15/Flamingo Interchange) and incorporating, as needed, HSR elements into the I-15 South EA re-evaluation.

##### **4.1. HSR Project Meetings and Support**

###### **4.1.1. HSR Expertise Kick-Off Meeting**

The SERVICE PROVIDER will coordinate, facilitate, and participate in an HSR Expertise Kick-Off Meeting in Las Vegas. The intent of the kick-off meeting will be to introduce the SERVICE PROVIDER's HSR expertise to the DEPARTMENT's management team and various divisions as determined by the DEPARTMENT. This meeting will also allow the DEPARTMENT to update the HSR expertise team on the private developer's plans, DEPARTMENT expectations, and allow the HSR expertise team to discuss concerns.

###### **4.1.2. Project Coordination**

The SERVICE PROVIDER will attend and participate in project coordination meetings with the DEPARTMENT and HSR developer as requested by the DEPARTMENT. SERVICE PROVIDER to coordinate the meeting agenda with the DEPARTMENT'S Project Manager one week prior to the meeting to determine HSR subject matter experts that will be needed to adequately discuss meeting agenda items. It is estimated that 9 number of meetings will be required and that subject matter experts can utilize teleconference capabilities.

###### **4.1.3. FRA/FHWA/BLM/NDOT/Caltrans Coordination**

The SERVICE PROVIDER will attend and participate in coordination meetings with the DEPARTMENT, FRA, FHWA, BLM, Caltrans and HSR developer as requested by the DEPARTMENT. SERVICE PROVIDER to coordinate the meeting agenda with the DEPARTMENT's Project Manager one week prior to the meeting to determine HSR subject matter experts that will be needed to adequately discuss meeting agenda items. It is estimated

that 4 number of meetings will be required and that subject matter experts can utilize teleconference capabilities.

SERVICE PROVIDER will work with the DEPARTMENT to develop an action item list identifying what actions the DEPARTMENT is responsible with completion dates. SERVICE PROVIDER will provide support as requested by the DEPARTMENT to address action items.

#### **4.1.4. Other Stakeholder and Agency Coordination**

The SERVICE PROVIDER will attend and participate in stakeholder and interagency meetings as requested by the DEPARTMENT. SERVICE PROVIDER to coordinate the meeting agenda with the DEPARTMENT's Project Manager one week prior to the meeting to determine HSR subject matter experts that will be needed to adequately discuss meeting agenda items. It is estimated that 10 number of meetings will be required and that subject matter experts can utilize teleconference capabilities. SERVICE PROVIDER will coordinate with the DEPARTMENT's HSR Project Manager on any exhibits, displays, or backup information that the SERVICE PROVIDER will need to provide at the meeting.

#### **4.1.5. NDOT HSR PM Support**

The SERVICE PROVIDER's Project Manager will make themselves readily available to the DEPARTMENT'S HSR Project Manager to provide support for response to concerns, questions, coordination, or other general activities related to HSR coordination. The SERVICE PROVIDER's Project Manager will serve as the conduit between the DEPARTMENT's HSR Project Manager and SERVICE PROVIDER's HSR team of expertise unless otherwise requested by the DEPARTMENT.

### **4.2. HSR Environmental**

#### **4.2.1. Environmental Document Reviews**

The SERVICE PROVIDER will assist the DEPARTMENT in reviewing the HSR developer's updated Environmental Impact Statement (EIS) and Record of Decision (ROD). The SERVICE PROVIDER's review will focus on impacts and commitments that may have an impact on the DEPARTMENT's facilities or users. The review will also identify any inconsistencies with the DEPARTMENT's I-15 South Environmental Assessment and re-evaluation or other applicable studies within or adjacent to the HSR corridor. Key documents included in the updated EIS to be reviewed which may have an impact to the DEPARTMENT include:

- Appendix A: Mitigation and Commitments
- Appendix F-B: Highway Interface Manual
- Appendix F-C: Plan and Profile Drawings of the Preferred Alternative
- Noise and Air Quality Analysis

#### **4.2.2. Environmental Document Coordination**

The SERVICE PROVIDER will coordinate with the HSR developer on the modifications required to the I-15 South Environmental Assessment preferred alternative based on the revised HSR alignment and Highway Interface Manual. SERVICE PROVIDER to coordinate and provide information such as updated 2040 traffic volumes as requested by the DEPARTMENT.

Coordination shall be conducted to provide consistency amongst the I-15 South EA re-evaluation and HSR updated EIS.

#### **4.3. HSR Agreements and Contract Document Review**

##### **4.3.1. Agreements and Contract Document Review**

The SERVICE PROVIDER will assist the DEPARTMENT in preparing memorandum of understandings and agreements. It is anticipated the SERVICE PROVIDER will utilize standard NDOT boiler plate agreement language as a basis to develop initial draft agreements for DEPARTMENT review and comment. Anticipated agreements include the following:

- Reimbursement Agreement
- Encroachment Permit Agreement
- Supplemental Agreements for operations/maintenance/compatibility/access rights

##### **4.3.2. Design-Build Contract Document Review**

It is anticipated the HSR developer will design and construct the proposed rail line by design-build contract method. SERVICE PROVIDER will assist the DEPARTMENT in reviewing documents as requested for compliance with the DEPARTMENT's policies, procedures, and best interests. SERVICE PROVIDER understands all staff providing services related to Section 4.3.2 will be required to sign a DEPARTMENT provided Non-Disclosure Agreement prior to beginning work related to Section 4.3.2.

###### **4.3.2.1. Procurement Documents**

SERVICE PROVIDER will review the HSR developer's procurement documents prior to release to the contracting community. Review will include evaluating design criteria (as related to highway-rail interface); temporary and permanent access from and within NDOT rights-of-way; compliance with EIS and ROD commitments and mitigations (as related to highway-rail interface); impacts to DEPARTMENT operations and maintenance; compliance with DEPARTMENT standards, policies, and procedures for all improvements within DEPARTMENT rights-of-way; traffic control impacts to DEPARTMENT facilities; and any other items which may have an impact to the DEPARTMENT. SERVICE PROVIDER will provide comments within a reasonable time frame to allow comments to be discussed with the HSR developer and finalized for inclusion into the HSR developer's final procurement documents. Documents anticipated to be reviewed and commented on include:

- Contract
- Technical Provisions/Performance Specifications
- Base Design
- Alternative Technical Concepts (ATC's) that may be proposed by Design-Build teams

#### **4.4. Cost Estimation**

The purpose of this task is to prepare an updated reasonably reliable and accurate construction cost estimate for the revised preferred alternative as part of the HSR phase of the project. It is understood that the accuracy of the estimates will be commensurate with the detail of the design provided by the HSR developer.

An overall cost estimate for improvements to DEPARTMENT facilities as identified in the HSR developer provided final alternative will be developed. SERVICE PROVIDER will only provide estimate for DEPARTMENT related facilities such as roadway, drainage, barriers, signing, striping, and other items that the DEPARTMENT would be responsible for design and construction oversight on. SERVICE PROVIDER to develop estimated quantities from CAD files provided by the HSR developer. Estimate is considered accurate to +30% to –20%, based upon a 1-15% design deliverable.



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

## **MEMORANDUM**

**March 1, 2019**

**TO: Department of Transportation Board of Directors**  
**FROM: Kristina L. Swallow, Director**  
**SUBJECT: March 11, 2019, Transportation Board of Directors Meeting**  
**ITEM #9: 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 January 16, 2019, through February 12, 2019.
- Agreements under \$300,000 executed January 16, 2019, through February 12, 2019.
- Settlements entered into by the Department which were presented for approval to the Board of Examiners January 16, 2019, through February 12, 2019.

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 constitute all that were awarded for construction from January 16, 2019, through February 12, 2019 and agreements executed by the Department from January 16, 2019, through February 12, 2019. There is one settlement 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, January 16, 2019, through February 12, 2019.
- B) State of Nevada Department of Transportation Executed Agreements – Informational, January 16, 2019, through February 12, 2019.
- C) State of Nevada Department of Transportation Settlements – Informational, January 16, 2019, through February 12, 2019.

**Recommendation for Board Action:** Informational item only

**Prepared by:** Administrative Services Division

# Attachment A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION**  
**CONTRACTS AWARDED - INFORMATIONAL**  
**January 16, 2019 through February 12, 2019**

1. December 20, 2018 at 1:30 PM the following bids were opened for Contract **3757**, Project No. SPF-093-5(025), on US 93, Jackpot, from Gurley Street to Poker Street, in Elko County, for ADA remediation, to construct new sidewalks and ADA ramps.

Granite Construction Company .....	\$930,930.00
Canyon Construction Company .....	\$986,632.96
Road and Highway Builders LLC .....	\$1,353,353.00
MKD Construction, Inc. ....	\$1,499,999.00

**Engineer's Estimate** .....\$634,790.48

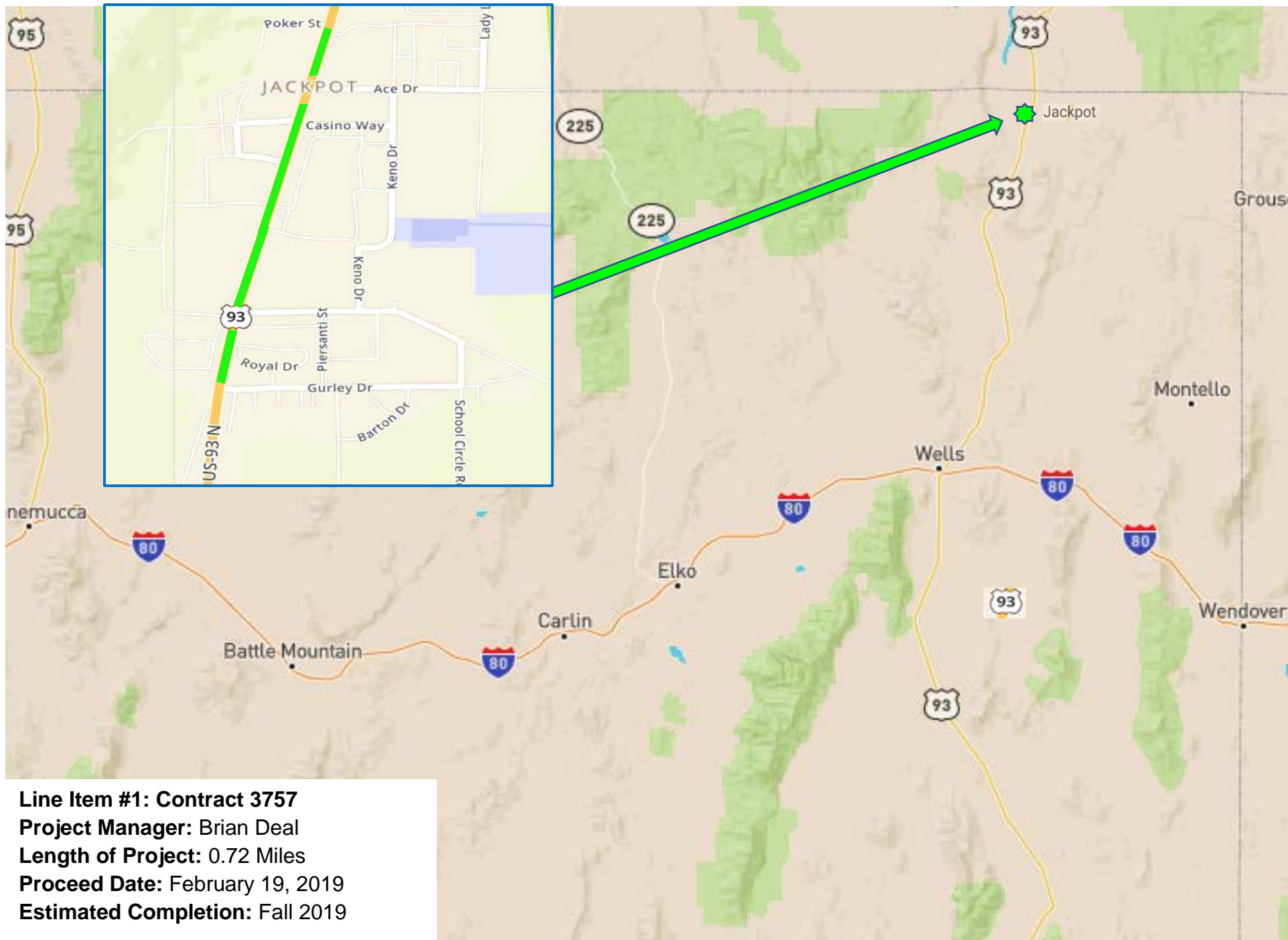
The Director awarded the contract on January 18, 2019, to Granite Construction Company in the amount of \$930,930.00.

2. January 17, 2019 at 2:00 PM the following bids were opened for Contract **3758**, Project No. STBG-0226(001), on SR 226, Jack Creek, in Elko County, to replace Structure B-639 and plant-mix bituminous surface.

MKD Construction, Inc. ....	\$1,849,999.00
Remington Construction Company LLC .....	\$2,062,626.00
Road and Highway Builders LLC .....	\$2,141,141.00
Granite Construction Company .....	\$2,150,150.00

**Engineer's Estimate** .....\$1,404,949.99

The Director awarded the contract on February 7, 2019, to MKD Construction, Inc. in the amount of \$1,849,999.00.



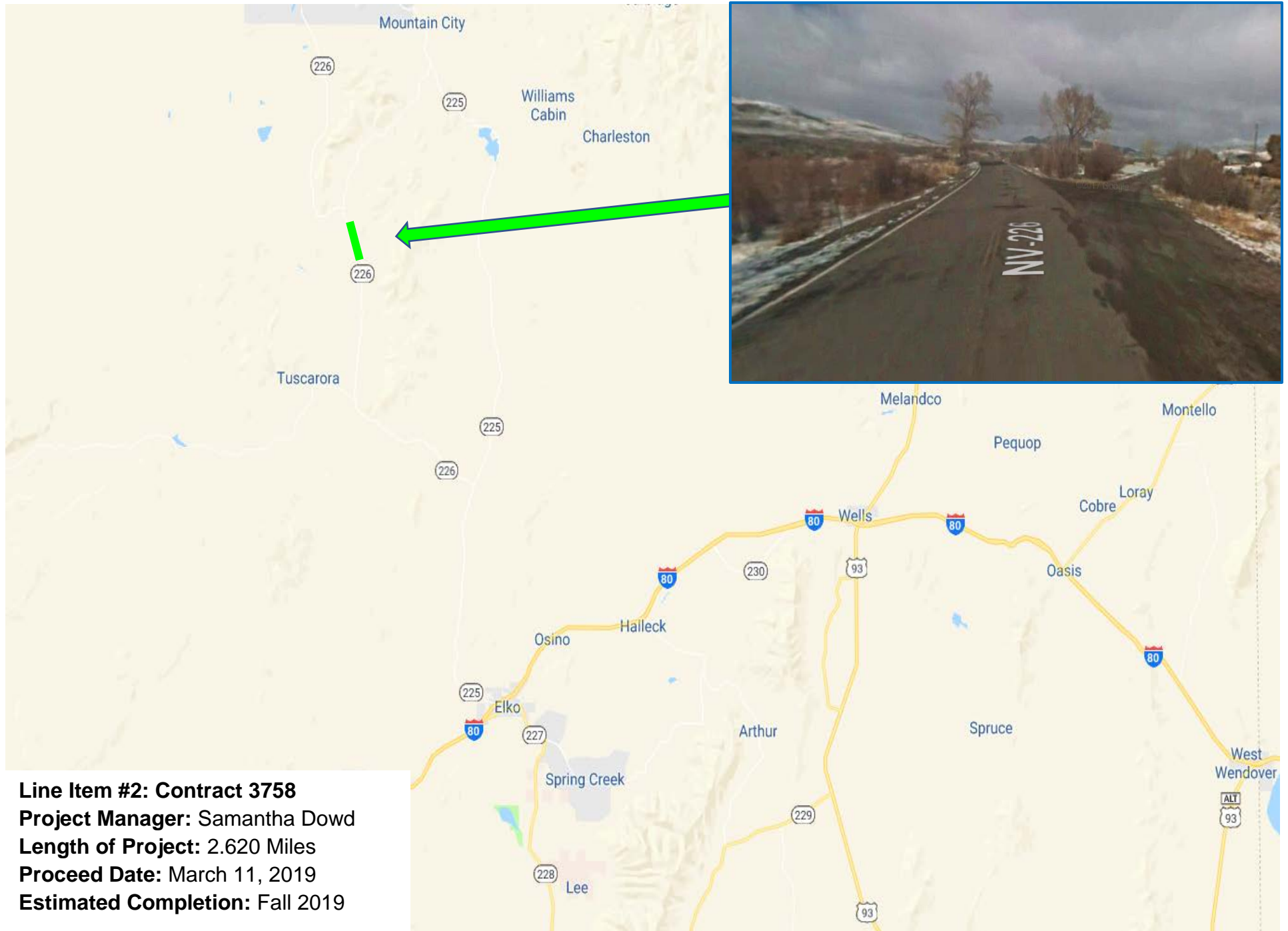
**Line Item #1: Contract 3757**

**Project Manager:** Brian Deal

**Length of Project:** 0.72 Miles

**Proceed Date:** February 19, 2019

**Estimated Completion:** Fall 2019



# Attachment B

State of Nevada Department of Transportation  
Executed Agreements - Informational  
January 16, 2019 through February 12, 2019

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total of prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Notes
1	01817	01	JONES MEDIA, LLC	MOVING BILLBOARDS	Y	165,134.33	33,759.40	-	198,893.73	-	1/26/2017	5/30/2019	1/30/2019	Acquisition	Right-of-Way	Cole	AMD 1 01-30-19: INCREASE AUTHORITY BY \$33,759.40, FROM \$165,134.33 TO \$198,893.73 DUE TO ADDITIONAL EXPENSES FOR A GENERATOR TO PROVIDE TEMPORARY ELECTRICAL SERVICE TO MOVE BILLBOARDS AT PARCEL I-015-041.236, BEFORE NV ENERGY IS AVAILABLE. 01-26-17: TO REUSE OR RELOCATE BILLBOARD LOCATED ON PARCEL -015-CL-041.236 FOR PROJECT NEON, CLARK COUNTY. NV B/L#: NVD20151602569
2	01719	00	ANDERSON VALUATION GROUP LLC	APPRAISAL FOR SURPLUS PROPERTY	N	4,000.00	-	-	4,000.00	-	1/30/2019	1/31/2023	-	Appraisal	Right-of-Way	Cole	01-30-19: PROPERTY APPRAISAL OF A SURPLUS PARCEL, I-015-CL-043.634 XS1, TO DETERMINE COMPENSATION FOR THE PROPERTY, CLARK COUNTY. NV B/L#: NVD20041285225
3	01519	00	NV ENERGY	LINE EXTENSION	N	1,000.00	-	-	1,000.00	-	1/17/2019	1/31/2024	-	Facility	Right-of-Way	Cole	01-17-19: DESIGN INITIATION FOR LANDSCAPE AND AESTHETICS ON I-80, IN WINNEMUCCA, AT THE INTERCHANGES OF WEST WINNEMUCCA BOULEVARD, MELARKEY STREET, AND EAST WINNEMUCCA BOULEVARD, HUMBOLDT COUNTY. NV B/L#: NVD19831015840
4	01619	00	NV ENERGY	LINE EXTENSION	Y	8,863.00	-	-	8,863.00	-	1/17/2019	1/31/2024	-	Facility	Right-of-Way	Cole	01-17-19: LINE EXTENSION AGREEMENT TO INSTALL NEW LIGHTING FOR PUBLIC SAFETY ON US 95 FROM ANN ROAD TO KYLE CANYON, AT 2B DURANGO TO KYLE CANYON INTERCHANGE, CLARK COUNTY. NV B/L#: NVD19831015840
5	72618	00	SIERRA PACIFIC POWER	LINE EXTENSION	N	2,705.00	-	-	2,705.00	-	1/9/2019	12/31/2023	-	Facility	Right-of-Way	Cole	01-09-19: LINE EXTENSION AGREEMENT TO INSTALL A NEW 200A SERVICE PEDESTAL AT 461A SOUTH MEADOWS PARKWAY IN RENO, WASHOE COUNTY. NV B/L#: NVD19831015840
6	03513	04	APPLIED PAVEMENT TECH, INC	TRANSPORTATION ASSET MANAGEMENT PLAN	N	383,728.00	5,000.00	40,000.00	428,728.00	-	10/15/2013	12/31/2019	1/31/2019	Service Provider	Maintenance and Asset Management	Thor	AMD 4 01-31-19: INCREASE AUTHORITY BY \$5,000.00 FROM \$423,728.00 TO \$428,728.00 DUE TO ADDITIONAL WORK NEEDED TO INCORPORATE FHWA REQUIREMENTS FOR FINAL CERTIFICATION OF THE TRANSPORTATION ASSET MANAGEMENT PLAN BY THE JUNE 30, 2019 DEADLINE. AMD 3 01-25-19: INCREASE AUTHORITY BY \$40,000.00 FROM \$383,728.00 TO \$423,728.00 TO ADDRESS THE FHWA COMMENTS IN ORDER TO GET THE FINAL CERTIFICATION OF THE TAMP BY THE DEADLINE. AMD 2 08-28-17: EXTEND TERMINATION DATE FROM 10-31-17 TO 12-31-19 IN ORDER TO OBTAIN FHWA APPROVAL FOR FINAL DRAFT OF TAMP. AMD 1 10-20-16: AGREEMENT END DATE EXTENDED FROM 10-31-16 TO 10-31-17 DUE TO DELAY IN FHWA APPROVAL OF THE NATIONAL PERFORMANCE MANAGEMENT MEASURES WHICH ARE REQUIRED FOR THIS TAMP. 10-14-13: TRANSPORTATION ASSET MANAGEMENT PLAN, STATEWIDE. NV B/L#: NVF20001200517
7	06719	00	CA GROUP	GRANT PREPARATION	N	128,300.00	-	-	128,300.00	-	1/29/2019	3/31/2019	-	Service Provider	Planning	Sondra	01-29-19: DEVELOPMENT AND PREPARATION OF THE INFRASTRUCTURE FOR REBUILDING AMERICA DISCRETIONARY GRANT APPLICATIONS TO FUND THE TROPICANA/I-15 INTERCHANGE IN LAS VEGAS, AND THE WIDENING OF I-80 BETWEEN VISTA BOULEVARD AND USA PARKWAY, WASHOE AND CLARK COUNTIES. NV B/L#: NVD20081407877
8	11218	00	GARDNER ENGINEERING, INC.	REPLACEMENT OF COOLING SYSTEMS	N	270,551.00	-	-	270,551.00	-	1/10/2019	12/31/2019	-	Service Provider	Architecture	Thor	01-10-19: REPLACE THREE EVAPORATIVE COOLING SYSTEMS ON THE ROOFTOPS OF THE DISTRICT II NDOT HEADQUARTERS SHOP BUILDINGS, DUE TO DETERIORATION, LEAKAGE, AND LACK OF ADEQUATE TEMPERATURE CONDITIONS, WASHOE COUNTY. NV B/L#: NVD19751005065-Q PROPOSERS: GARDNER ENGINEERING, INC.
9	31118	00	HORROCKS ENGINEERING	PUBLIC OUTREACH ASSISTANCE	N	250,000.00	-	-	250,000.00	-	1/30/2019	12/31/2022	-	Service Provider	Front Office	Bill	01-30-19: ASSIST THE DEPARTMENT IN PREPARING AND EXECUTING A STATEWIDE COMPREHENSIVE PUBLIC INVOLVEMENT PROGRAM TO ENCOURAGE PUBLIC PARTICIPATION IN THE DEPARTMENT'S DECISION-MAKING PROCESSES FOR EXISTING AND FUTURE STATE TRANSPORTATION NEEDS. OUTREACH ACTIVITIES WILL INCLUDE, BUT NOT BE LIMITED T: BRANDING AND MARKETING STRATEGIES, AND RESPONDING TO THE IMPACTS OF THE STATE HIGHWAY SYSTEM'S CONTINUAL GROWTH, SUCH AS CONGESTION, MAINTENANCE, AND TRAFFIC SAFETY, STATEWIDE. NV B/L#: NV19991246016-R PROPOSERS: ABBI AGENCY, HDR, HORROCKS, PENNA POWERS.
10	09419	00	OZ ENGINEERING, LLC	SOFTWARE SECURITY AND ENHANCEMENT	N	92,400.00	-	-	92,400.00	-	2/5/2019	6/30/2019	-	Service Provider	Traffic Operations	Thor	02-05-19: CREATE AN INTERFACE TO STREAMLINE THE COLLECTION OF DATA FROM NDOT SNOWPLOWs FOR THE NEVADA INTEGRATED MOBILITY OBSERVATION (NIMO). THE REDIRECTION OF DATA WILL ALLOW FOR THE PLOW DATA TO BE SENT DIRECTLY TO THE (NDEX) SERVER, WHERE OTHER TRAFFIC DATA IS STORED. THIS CHANGE WILL ALLOW USERS SUCH AS TO COLLECT ALL TRAFFIC DATA FROM A SINGLE SOURCE, STATEWIDE. NV B/L#: NVF20151054690-S

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total of prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Notes
11	06619	00	PARAMETRIX, INC	GRANT PREPARATION	N	80,000.00	-	-	80,000.00	-	1/29/2019	3/31/2019	-	Service Provider	Planning	Sondra	01-29-19: DEVELOPMENT AND PREPARATION OF THE INFRASTRUCTURE FOR REBUILDING AMERICA DISCRETIONARY GRANT APPLICATION TO FUND THE PASSING LANES WITHIN THE US 93 CORRIDOR BETWEEN WELLS AND JACKPOT, ELKO COUNTY. NV B/L#: NVF20111241070
12	56217	00	PARAMETRIX, INC	FREIGHT PLAN	Y	262,029.03	-	-	262,029.03	-	1/29/2019	2/28/2022	-	Service Provider	Planning	Sondra	01-29-19: DEVELOP STRATEGIES, POLICIES, AND METHODOLOGIES AND WORK TO IMPROVE THE FREIGHT TRANSPORTATION SYSTEM. SERVICES INCLUDE, BUT ARE NOT LIMITED TO: DEVELOPING A FREIGHT PROGRAM PROCESS MANUAL, FREIGHT NEEDS ASSESSMENT, FREIGHT RESEARCH, DEVELOP GUIDELINES FOR CRITICAL FREIGHT CORRIDORS, AND A FREIGHT INVESTMENT PLAN, STATEWIDE. NV B/L#: NVF20111241070
13	38218	00	PROBOLSKY RESEARCH	CUSTOMER SATISFACTION SURVEY	N	50,000.00	-	-	50,000.00	-	1/22/2019	5/31/2019	-	Service Provider	Public Information	Bill	01-22-19: PREPARE AND CONDUCT SURVEY TO MEASURE CUSTOMER SATISFACTION WITH TRANSPORTATION SERVICES AND DEPARTMENT PERFORMANCE, STATEWIDE. NV B/L#: NVF20191022670-R PROPOSERS: HICKORY RIDGE GROUP.
14	36318	02	SENTINEL BUILDERS, LLC	SPRUNG STRUCTURE	N	65,822.00	8,600.00	8,470.00	82,892.00	-	9/28/2018	7/31/2019	2/4/2019	Service Provider	Architecture	Thor	AMD 2 02-04-19: INCREASE AUTHORITY BY \$8,600.00 FROM \$74,292.00 TO \$82,892.00 DUE TO ADDITIONAL SCOPE OF WORK TO INCLUDE PROVISION OF STORAGE AND SECURITY OF THE SPRUNG STRUCTURE COMPONENTS. AMD 1 12-06-18: INCREASE AUTHORITY BY \$8,470.00 FROM \$65,822.00 TO \$74,292.00 DUE TO A CHANGE IN THE SCOPE OF SERVICES. 09-28-18: DISASSEMBLY OF THE SPRUNG MEMBRANE AT THE TRENTO LOCATION OF THE FALLON MAINTENANCE STATION, DUE TO NONCOMPLIANCE WITH THE 2012 INTERNATIONAL FIRE CODE. REMOVING THE SPRUNG MEMBRANE FOR STORAGE UNTIL THE ENTIRE SPRUNG CAN BE MOVED, WILL MAKE THE ASPHALT PAVING EQUIPMENT CLEANING SYSTEM (APECS) INSIDE THE SPRUNG OPERATIONAL FOR TRUCK WASH CLEANING, CHURCHILL COUNTY. NV B/L#: NVD20111419664-Q
15	01819	00	TICOR TITLE OF NEVADA, INC	PRELIMINARY TITLE REPORT	N	2,970.00	-	-	2,970.00	-	1/30/2019	1/31/2020	-	Service Provider	Right-of-Way	Cole	01-30-19:PROVIDE SIX TITLE REPORTS FOR PROJECT WORK BY NELLIS BOULEVARD, FROM TROPICANA BOULEVARD TO LAS VEGAS BOULEVARD, CLARK COUNTY. NV B/L#: NVD20021232227
16	07519	00	TIMMONS GROUP, INC	GIS SUPPORT SERVICES	N	285,000.00	-	-	285,000.00	-	1/29/2019	6/30/2020	-	Service Provider	Information Technology	Robert	01-29-19: PROVIDE INSTALLATION OF NEW SOFTWARE, END USER SUPPORT, GIS ADMINISTRATION, INFRASTRUCTURE SUPPORT, EXPERT SUPPORT AND ARCHITECTURE ANALYSIS, AND ESCALATION OF ISSUES TO ENVIRONMENTAL SYSTEMS RESEACH INSTITUTE (ESRI). THE DEPARTMENT IS CURRENTLY IN THE PROCESS OF IMPLEMENTING NEW GIS INTERFACE, ARCGIS FOR PORTAL WHICH REQUIRES MAKING CHANGES TO THE CURRENT ARCHITECTURE AND EXPANDING EXISTING GIS OPERATIONS AND ACTIVITIES. , CARSON CITY. NV B/L#: NVF20141168085

NO COST AGREEMENTS AND/OR AMENDMENTS																	
Line No.	Agreement No	Amend No	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total of prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Notes
17	01919	00	CENTURYLINK COMMUNICATIONS, LLC	MANHOLE AND VALVE COVERS	N	-	-	-	-	37,000.00	2/19/2019	1/31/2024	-	Facility	Right-of-Way	Cole	02-19-2019: <b>NO COST AGREEMENT</b> TO ADJUST MANHOLE AND VALVE COVERS ON TROPICANA AVE FROM MARYLAND PARKWAY TO BOULDER HIGHWAY, CLARK COUNTY. NV B/L#: NVD19901012165
18	01319	00	NV ENERGY	DESIGN INITIATION AGREEMENT	N	-	-	-	-	-	1/17/2019	1/31/2024	-	Facility	Right-of-Way	Cole	01-17-19: <b>NO COST AGREEMENT</b> FOR DESIGN INITIATION ON US 50A, IN FERNLEY, FROM 0.015 MILES SOUTH OF ROYAL OAK DRIVE TO SR 427, FOR 3 AND 3/4 INCHES COLDMILL WITH 3 INCH PLANTMIX BITUMINOUS SURFACE OVERLAY WITH 3/4 INCH OPEN GRADED WEARING COURSE AND CONSTRUCT MULTI-USE PATH, LYON COUNTY. NV B/L#: NVD19831015840
19	01419	00	NV ENERGY	DESIGN INITIATION AGREEMENT	N	-	-	-	-	-	1/17/2019	1/31/2024	-	Facility	Right-of-Way	Cole	01-17-19: <b>NO COST AGREEMENT</b> FOR DESIGN INITIATION ON US 50A, IN FERNLEY, FROM 0.015 MILES SOUTH OF ROYAL OAK DRIVE TO SR 427, FOR 3 AND 3/4 INCHES COLDMILL WITH 3 INCH PLANTMIX BITUMINOUS SURFACE OVERLAY WITH 3/4 INCH OPEN GRADED WEARING COURSE AND CONSTRUCT A MULTI-USE PATH, LYON COUNTY. NV B/L#: NVD19831015840
20	02019	00	SOUTHWEST GAS CORP.	MANHOLE AND VALVE COVERS	N	-	-	-	-	-	2/1/2019	1/31/2024	-	Facility	Right-of-Way	Cole	02-01-2019: <b>NO COST AGREEMENT</b> TO ADJUST MANHOLE AND VALVE COVERS ON TROPICANA AVE, FROM MAYLAND PARKWAY TO BOULDER HIGHWAY, CLARK COUNTY. NV B/L#: EXEMPT
21	02119	00	SOUTHWEST GAS CORP.	MANHOLE AND VALVE COVERS	Y	-	-	-	-	1,600.00	2/1/2019	1/31/2023	-	Facility	Right-of-Way	Cole	02-01-2019: <b>NO COST AGREEMENT</b> TO ADJUST MANHOLE AND VALVE COVERS FOR PEDESTRIAN, ADA, AND ROAD IMPROVEMENTS THROUGHOUT THE CORRIDOR FROM US 95 TO COPE AVENUE, CLARK COUNTY. NV B/L#: NV
22	00919	00	BRANDON CANADY	EMPLOYEE HOUSE LEASE	N	-	-	-	-	3,300.00	2/1/2019	1/31/2023	-	Lease	District III	Tracy/Boyd	02-01-19: <b>NO COST EMPLOYEE LEASE RENEWAL</b> OF HOUSE #4 AT QUINN RIVER MAINTENANCE STATION, HUMBOLDT COUNTY. NV B/L#: EXEMPT
23	56516	00	J&M SPILSBURY INVESTMENTS, CO.	MULTI-USE LEASE	N	-	-	-	-	43,380.00	10/3/2016	2/28/2021	-	Lease	Right-of-Way	Cole	10-03-16: <b>NO COST MULTI-USE LEASE</b> AT 3175 WESTWOOD DRIVE IN LAS VEGAS FOR PARKING, CLARK COUNTY. NV B/L#: NVP20141503752
24	00119	00	TRAYCE RALSTON	EMPLOYEE HOUSE LEASE	N	-	-	-	-	3,100.00	1/7/2019	12/31/2022	-	Lease	District III	Tracy/Boyd	01-07-19: <b>NO COST EMPLOYEE LEASE</b> OF HOUSE #252 AT INDEPENDENCE MAINTENANCE STATION, ELKO COUNTY. NV B/L#: EXEMPT
25	69918	00	TROY AND MARY Z, LLC	MULTI-USE LICENSE FOR PARKING	N	-	-	-	-	1,881.00	12/10/2018	7/31/2023	-	Lease	Right-of-Way	Cole	12-10-2018: <b>NO COST MULTI-USE LICENSE</b> FOR PARKING, PARCEL I-580-WA-022.728, WASHOE COUNTY. NV B/L#: NVD20181405423
26	01119	00	BG CLUB 36 MASTER ASSOCIATION	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-	-	-	-	-	1/17/2019	1/31/2024	-	Right-of-Way Access	Right-of-Way	Cole	01-17-19: <b>NO COST AGREEMENT</b> TO RECONSTRUCT A SEGMENT OF THE PRESENT TROPICANA AVENUE FROM DEAN MARTIN DRIVE TO BOULDER HIGHWAY, CLARK COUNTY. NV B/L#: NVD20081136385
27	01219	00	MGM GRAND HOTEL, LLC	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-	-	-	-	-	1/17/2019	1/31/2024	-	Right-of-Way Access	Right-of-Way	Cole	01-17-19: <b>NO COST AGREEMENT</b> TO RECONSTRUCT A SEGMENT OF PRESENT TROPICANA AVENUE FROM DEAN MARTIN DRIVE TO BOULDER HIGHWAY, CLARK COUNTY. NV B/L# NVD20001069760
28	01019	00	TROPICANA BLUE SKIES, LLC	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-	-	-	-	-	1/17/2019	1/31/2024	-	Right-of-Way Access	Right-of-Way	Cole	01-17-19: <b>NO COST AGREEMENT</b> TO RECONSTRUCT A SEGMENT OF THE PRESENT TROPICANA AVENUE FORM DEAN MARTIN TO BOULDER HIGHWAY, CLARK COUNTY. NV B/L#: NVD20061805132
29	01918	01	RANGER CONSTRUCTION, INC	EQUIPMENT SHOP LIFT FOUNDATION	N	76,000.00	-	-	76,000.00	-	4/4/2018	12/31/2019	1/22/2019	Service Provider	Architecture	Thor	AMD 1 01-22-19: <b>NO COST AMENDMENT</b> TO EXTEND TERMINATION DATE FROM 01-31-19 TO 12-31-19 DUE TO AN UNFORESEEN NEED TO REDESIGN STRUCTURAL CALCULATIONS, WHICH WILL SIGNIFICANTLY DELAY CONSTRUCTION. 04-04-18: CONSTRUCTION OF THE DISTRICT II HEADQUARTERS EQUIPMENT SHOP LIFT FOUNDATIONS, WASHOE COUNTY. NV B/L#: NVD20021491295-Q

# Attachment C

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION  
SETTLEMENTS AWARDED - INFORMATIONAL  
JANUARY 16, 2019 THROUGH FEBRUARY 12, 2019**

Line No	Type	Second Party	Settlement Amount	Notes
1	Settlement of an inverse condemnation case	Nassiri	\$950,000.00	NDOT will receive a total of \$950,000.00 to resolve an inverse condemnation case that has been in litigation since 2012. This matter stems from the 2005 settlement of an eminent domain case previously filed by NDOT against Fred Nassiri to acquire property needed for the Blue Diamond/I-15 Interchange project. Because litigation centered primarily on the 2005 settlement agreement, the attorney's fees clause in that agreement was triggered, allowing NDOT, as the prevailing party, to seek reimbursement for all its costs and attorney fees.

# Line Item 1

AARON D. FORD  
*Attorney General*

CAROLINE BATEMAN  
*First Assistant Attorney General*

CHRISTINE JONES BRADY  
*Second Assistant Attorney General*



JESSICA L. ADAIR  
*Chief of Staff*

RACHEL J. ANDERSON  
*General Counsel*

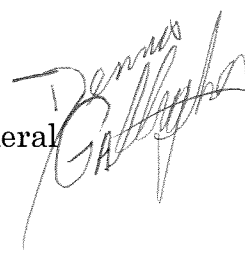
HEIDI PARRY STERN  
*Solicitor General*

STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL

Transportation Division  
1263 South Stewart Street, Room 315  
Carson City, Nevada 89712

## MEMORANDUM

**To:** Board of Directors  
Nevada Department of Transportation

**From:** Dennis Gallagher, Chief Deputy Attorney General 

**Date:** February 13, 2019

**Subject:** Informational Item – Approval of Settlement in the matter of  
*Nassiri v. State of Nevada, ex rel. Department of Transportation*  
Eighth Judicial District Court Case No. A-12-672841-C and  
Nevada Supreme Court, Case No. 76660  
Settlement of an Eminent Domain Action

---

At their February 12, 2019 meeting, the Board of Examiners approved settlement of the above referenced matter. NDOT will receive a total of \$950,000.00 to resolve the inverse condemnation case.

Attached is the January 7, 2019 memorandum to the Board of Examiners from Director Rudy Malfabon, Senior Deputy Attorney General, Janet Merrill, Special Counsel, Joe Vadala, and myself setting forth a summary of the settlement.



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7420  
Fax: (775) 888-7309

## MEMORANDUM

RECEIVED

JAN - 8 2019

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

DATE: January 7, 2019

TO: Board of Examiners  
Governor Steve Sisolak  
Attorney General Aaron D. Ford  
Secretary of State Barbara K. Cegavske

FROM: Rudy Malfabon, Director, Nevada Department of Transportation  
Dennis Gallagher, Chief Deputy Attorney General  
Joe Vadala, Special Counsel

SUBJECT: Proposed Comprehensive Settlement of  
*Nassiri v. State of Nevada, ex rel. Department of Transportation*  
Eighth Judicial District Court Case No. A-12-672841-C and  
Nevada Supreme Court, Case No. 76660

### SUMMARY

The Nevada Department of Transportation ("NDOT") is requesting approval to fully and finally resolve a matter that has been litigated since 2012 in the district court and is currently again on appeal in the Nevada Supreme Court. Under the terms of the proposed settlement, NDOT will **receive** a total of \$950,000.00, which is a slightly discounted amount from the judgment currently held in its favor against the Plaintiffs in this matter, Mr. Fred Nassiri and his family trust. If approved, NDOT will execute the necessary documents to accept a partial cash payment of \$600,000, accept a promissory note for \$350,000, bearing interest at the rate of five percent (5%) per annum, due on 12/31/19, which note will be secured by a first priority deed of trust on an unencumbered 3.64 acre vacant parcel located at 7572 Spencer Street, Las Vegas, Nevada (APN 177-11-601-014). NDOT will additionally hold a confession of judgment signed by Mr. Nassiri for the same balance to be filed and recorded in the event of non-payment. To further assure satisfaction of the balance, Mr. Nassiri will execute a Due on Sale Agreement which provides that given sufficient sale proceeds received, he will pay off all or a portion of the promissory note should he sell any of his other enumerated real property holdings. In exchange, NDOT will release the current judgment (\$1,056,575.82) and both parties will dismiss their respective appellate issues currently pending before the Nevada Supreme Court. Because this comprehensive settlement will finally resolve this matter, eliminate the need and cost associated with further litigation and collection efforts and the potential for a remand for further proceedings from the Supreme Court, it is deemed to be in the best interest of the State.

### **THE ACTION**

This matter stems from the 2005 settlement of an eminent domain case previously filed by NDOT against Fred Nassiri to acquire property needed for the Blue Diamond/I-15 interchange project. Years after the settlement, Mr. Nassiri, both individually and on behalf of the Nassiri Family Trust, filed an inverse condemnation case against the State asserting numerous causes of action, all related to the fact that NDOT built in 2010 a "flyover" connecting eastbound Blue Diamond to northbound I-15. Mr. Nassiri asserted this construction within NDOT's right of way constituted an "inverse taking" of his adjacent property's view, visibility and access rights and a breach of the settlement agreement entered into back in 2005. After many years of litigation and a successful writ of mandamus to the Nevada Supreme Court, NDOT eventually obtained a judgment in its favor on all causes of action.

Because the litigation centered primarily on the 2005 settlement agreement, the attorney's fees clause in that agreement was triggered, allowing NDOT, as the prevailing party, to seek reimbursement for all its costs and attorneys' fees incurred in defending Mr. Nassiri's lawsuit. NDOT was represented primarily by outside counsel, the respected firm of Kemp, Jones & Coulthard ("KJC"), but who were also assisted by the deputy attorneys general assigned to represent NDOT. A motion was filed seeking reimbursement of \$1,092,756.02 paid to KJC, \$180,280.80 for reimbursement of time spent by the deputy attorneys general and \$119,727.99 in costs. After extensive briefing and argument, the court awarded 90% of the KJC fees sought, none of the fees sought for the time spent by the deputy attorneys general and \$73,095.40 for costs, resulting in a judgment of \$1,056,575.82. Importantly, the district court entered the judgment against both Mr. Fred Nassiri individually and as trustee of the Nassiri Family Trust. Both sides have appealed the ruling. NDOT appealed the disallowed fees for the deputy attorneys generals' work (which the district court concluded was simply "overhead") and the portion of disallowed costs. Mr. Nassiri appealed the 90% of KJC fees awarded as excessive and unsupported and the conclusion that the judgment should be entered against both Mr. Nassiri and the Nassiri Family Trust when only Mr. Nassiri, individually, had entered into the 2005 settlement agreement.

### **REASONS THE PROPOSED SETTLEMENT IS A FAVORABLE OUTCOME**

This case has been litigated for many years and has resulted in a judgment in favor of the State, but which judgment is currently being appealed and, even if affirmed, would still require collection efforts. Additional costs and fees would be incurred regardless of the appellate outcome. If this settlement is approved, it will fully resolve the pending Nevada Supreme Court appeal, NDOT will immediately recover \$600,000, which amount is presently held in KJC's trust account for the benefit of the State, and be adequately secured in recovering the balance of \$350,000 within a reasonable amount of time, as the maturity date of the proposed promissory note is 12/31/19. Further, Mr. Nassiri will execute comprehensive releases in favor of the State.

### **RECOMMENDATION**

NDOT, in consultation with its outside counsel, KJC, and with the Attorney General's Office, has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the action by ***accepting*** a total amount of \$950,000.00 upon the terms set forth above, resolving the action in its entirety as among all parties.

### **FISCAL NOTE STATEMENT**

The monies owed will be deposited in the State Highway Fund upon receipt.



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

## **MEMORANDUM**

**February 27, 2019**

**TO:** Department of Transportation Board of Directors  
**FROM:** Kristina Swallow, Director  
**SUBJECT:** March 11, 2019 Transportation Board of Directors Meeting  
**Item #10:** Action Item: Disposal of a portion of NDOT right-of-way, a parcel of land along SR-756 (Centerville Ln.) in the Gardnerville Ranchos, County of Douglas, State of Nevada  
**SUR 18-03 – For possible action**

---

### **Summary:**

Approval is requested from the Department of Transportation Board of Directors to dispose of the above-referenced right-of-way by Resolution of Abandonment. The easement interest to be abandoned includes a parcel of land along SR-756 (Centerville Ln.) in the Gardnerville Ranchos, County of Douglas, State of Nevada.

The surplus action includes Parcel S-756-DO-001.769 XS1, said parcel is vacant land consisting of approximately 2,912 sq. ft. as depicted on the attached sketch map labeled Exhibit "A".

### **Background:**

On January 13, 1998, the Department acquired an easement interest for Project SPSR-759(1), to reconstruct the alignment of Centerville Road to intersect Dresslerville Lane at a new intersection. The parcel was acquired as a result of Interlocal Cooperative Agreement No. R143-95-010 entered into on February 16, 1995, between the Department and Douglas County and there was no money exchanged for the easement.

### **Analysis:**

On August 14, 2018, the Surplus Committee determined the easement was no longer required for highway purposes. The abandonment of NDOT's easement interest in this parcel is being made in accordance with NRS 408.523.

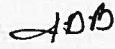
**Department of Transportation Board of Directors**  
**February 27, 2019**

**List of Attachments:**

1. Location Map
2. Original Resolution of Abandonment with attached sketch map depicted as Exhibit "A"
3. Interlocal Cooperative Agreement No. R143-95-010
4. Environmental Approval
5. NRS 408.523

**Recommendation for Board Action:**

Approval of disposal of NDOT's easement interest for a parcel of land along SR-756 (Centerville Ln.) in the Gardnerville Ranchos, County of Douglas, State of Nevada.

**Prepared By:** Jessica D. Biggin, Chief R/W Agent 

jb/dtc/aa

## LOCATION MAP



**SUR 18-03**

**DESCRIPTION:** A parcel of land along SR-756 (Centerville Ln.) in the Gardnerville Ranchos, County of Douglas, State of Nevada

300

Adj. to APN: 1220-09-401-001  
Control Section: DO-08  
Route: SR-756 (Centerville Lane)  
All of Parcel: S-756-DO-001.769  
Surplus No.: SUR 18-03  
Surplus Parcel: S-756-DO-001.769 XS1

AFTER RECORDING RETURN TO:  
NEVADA DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY DIVISION  
ATTN: STAFF SPECIALIST, PM  
1263 S. STEWART ST.  
CARSON CITY, NV 89712

LEGAL DESCRIPTION PREPARED BY:  
JEFFREY J. HENKELMAN, P.L.S.  
NEVADA DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY DIVISION  
1263 S. STEWART ST.  
CARSON CITY, NV 89712

RESOLUTION OF ABANDONMENT  
OF A PORTION OF STATE HIGHWAY RIGHT-OF-WAY

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, presently holds an easement interest for all of that certain right-of-way for SR-756 (Centerville Lane) extending from Highway Engineer's Station "X" 103+29.66 P.O.T. to Highway Engineer's Station "X" 107+68.71 P.O.T.; and

WHEREAS, said right-of-way is delineated and identified as Parcel S-756-DO-001.769 XS1 on EXHIBIT "A" attached hereto and made a part hereof; and

WHEREAS, pursuant to the provisions contained in NRS 408.523, the Nevada Department of Transportation Board of Directors may vacate or abandon by resolution, any portion of a state highway which has been superseded by relocation or has been determined to be in excess of the needs of the Department; and

WHEREAS, said right-of-way is of no further contemplated use by the Department, due to that certain portion of SR-756 (Centerville Lane) being in excess of the needs of the Department.

THEREFORE, it is hereby determined by the Board of Directors of the Nevada Department of Transportation of the State of Nevada, that the following described right-of-way and incidents thereto, being all that land delineated and identified as Parcel S-756-DO-001.769 XS1 on EXHIBIT "A" is hereby abandoned. Said right-of-way is more particularly described as follows:

Situate, lying and being in the County of Douglas, State of Nevada, and more particularly described as being a portion of the SW 1/4 of the SW 1/4 of Section 9, T. 12 N., R. 20 E., M.D.M., and further described as being all that parcel of land described in that certain GRANT DEED FOR PUBLIC ROADWAY, filed for record on January 13, 1998, in Book 0198, Page 1727, as Document No. 0430284, in the Official Records of Douglas County, Nevada and more fully described by metes and bounds as follows:

Beginning at a point on the right or southerly right-of-way line of SR-756 (Centerville Lane), 27.28 feet right of and at right angles to Highway Engineer's Station "X" 103+29.66 P.O.T.; said point of beginning further described as bearing S. 75°13'05" W. a distance of 5,055.15 feet from a 3 inch aluminum cap stamped "1992 - T12N R20E - 1/4 - S9/S10 - PLS 3519" accepted as being the east quarter corner of said Section 9, shown and delineated as a "FOUND 2" ALUM. PIPE + CAP PLS 3519" on that certain RECORD OF SURVEY FOR GORDON AND MARY JOANNE FRICKE, filed for record on March 24, 1995, in Book 395, Page 3661, as Document No. 358621, in the Official Records of Douglas County, Nevada; thence S. 88°22'28" E., along said right or southerly right-of-way line, a distance of 439.05 feet; thence S. 1°37'47" W., continuing along said southerly right-of-way line, a distance of 21.52 feet to the former right or southerly right-of-way line of said SR-756 (Centerville Lane); thence along said former right or southerly right-of-way line the following four (4) courses and distances:

- 1) N. 88°31'53" W. – 99.05 feet;
- 2) N. 1°28'07" E. – 20.00 feet;
- 3) N. 88°31'53" W. – 339.25 feet;
- 4) N. 12°42'37" W. – 2.81 feet to the point of beginning; said parcel contains an area of 2,912 square feet (0.07 acres).

SUBJECT TO any and all existing utilities, whether of record or not.

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

It is the intent of the Department of Transportation to abandon that portion of SR-756 (Centerville Lane), delineated and identified as Parcel S-756-DO-001.769 XS1 on EXHIBIT "A" attached hereto and made a part hereof for reference.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED AS TO LEGALITY AND FORM:

ON BEHALF OF STATE OF NEVADA,  
DEPARTMENT OF TRANSPORTATION  
BOARD OF DIRECTORS

\_\_\_\_\_  
Dennis Gallagher, Deputy Attorney General

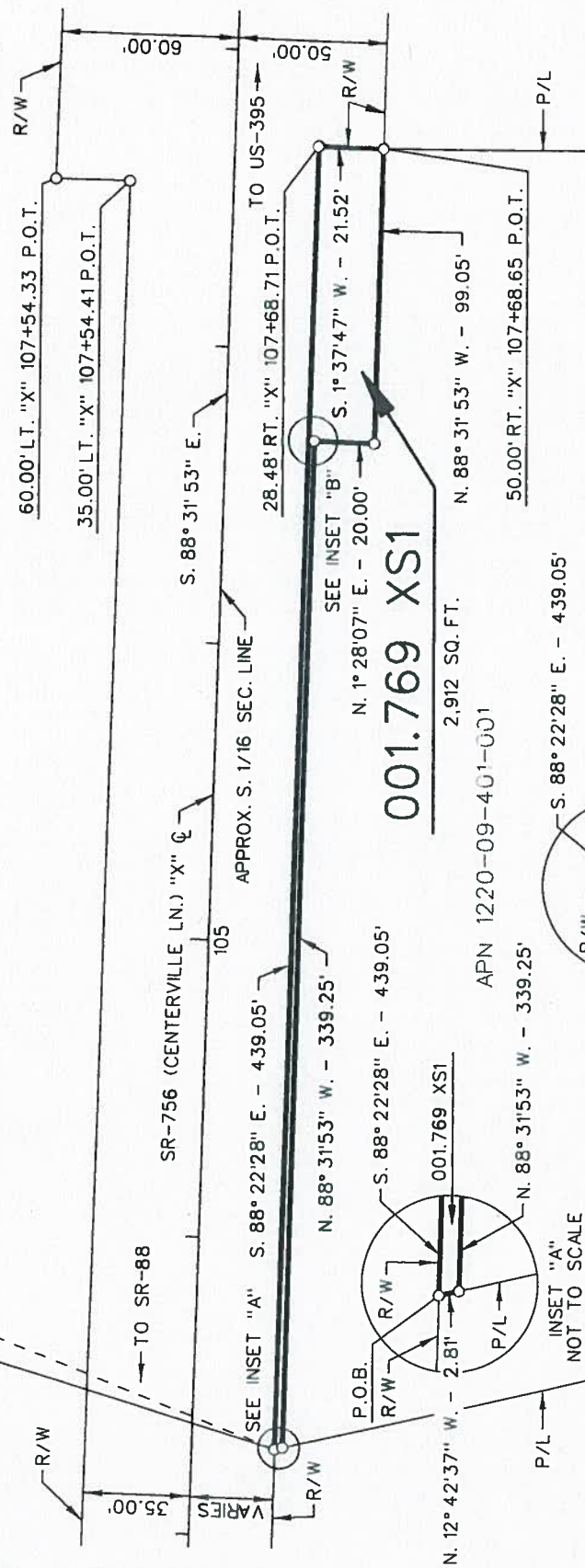
\_\_\_\_\_  
Steve Sisolak, Chairman

ATTEST:

\_\_\_\_\_  
William H. Hoffman, Secretary to the Board

# COUNTY OF DOUGLAS

SW 1/4 SEC. 9  
T. 12 N., R. 20 E.  
M.D.M.



SUR 18-03 STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

DATE: DECEMBER 12, 2018

## SKETCH MAP

APPROVED: *[Signature]*  
MANAGER II, R/W SURVEY SERVICES  
SCALE 1" = 60'

SHEET 1 OF 1

TRACED	JNK
CHECKED	Pass

DATE OF LAST REVISION:

NEVADA

MAP ID NO. 56394  
 \SURPLUS\SUR 18-03\001.769 XS1.dgn

# EXHIBIT "A"

## INTERLOCAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of February, 1995, by and between the STATE OF NEVADA, Department of Transportation, (hereinafter called STATE), and DOUGLAS COUNTY, a political subdivision of the State of Nevada, (hereinafter called COUNTY).

## WITNESSETH:

WHEREAS, agreements between STATE and public agencies are authorized under Nevada Revised Statutes Chapter 277 for the work described herein; and

WHEREAS, the Director of the State of Nevada, Department of Transportation is authorized to enter into agreements under Nevada Revised Statutes Chapter 408; and

WHEREAS, the STATE and COUNTY wish to make an Improvement at the intersection of Centerville Road (SR 756) and Dresslerville Lane, located in Douglas County, Nevada. The Improvement will be to reconstruct the alignment of Centerville Road to intersect Dresslerville Lane at a new intersection; and

WHEREAS, the reconstruction work involves constructing a new 32 foot paved roadway, (2-12 foot lanes with 2-4 foot shoulders), from "A1" 92+19.90 P.O.T. = "A" 92+19.90 P.O.T. (on Dresslerville Lane) heading east to "A1" 104+50.00, and a new 32 foot paved roadway from the intersection of the "A1" line at "A1" 103+35.75 P.O.T. = "A2" 99+00.33 P.O.T. heading north to "A2" 110+27.71 P.O.T. (on Centerville Road). In addition, the work will involve the construction of left turn lanes at the new intersection and the

removal of a portion of the existing "L" line between the limits of approximately "L" 93+23.90 and "L" 109+06.19 P.T. (See Exhibit A); and

WHEREAS, the STATE currently owns and maintains Centerville Road. COUNTY currently owns and maintains Dresslerville Lane; and

WHEREAS, the Improvement will be of benefit to STATE, the general public, and COUNTY by providing a safer 90 degree intersection in place of a free right curve with limited sight distance; and

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

STATE AGREES:

1. To be responsible for and to perform or have performed by others the preliminary engineering, construction engineering and related work for the Improvement work, excluding right of way engineering and acquisition, utility engineering and relocations, and environmental work necessary for the project. The design will be to STATE Standards, Policies and Specifications.

2. To coordinate with COUNTY on the design of the Improvement, and to submit to COUNTY a set of design plans and specifications for review and comment.

3. To advertise and award the contract for the Improvement in accordance with the STATE's rules and procedures, and to perform contract administration during construction.

4. To maintain ownership and maintenance responsibilities for

Centerville Lane which includes the new roadway sections constructed under the Improvement.

5. To invoice COUNTY for the actual construction costs, associated with the construction of the Improvement. The above mentioned costs will be based upon actual quantities and bid prices, and will be billed to COUNTY monthly. The engineers estimate for the construction of the Improvements is \$330,000.00 (Three Hundred Thirty Thousand Dollars).

6. To allow the COUNTY to review and comment on all change orders and contract modifications.

7. To allow the COUNTY to observe, review and inspect project construction work, with the understanding that any and all items of concern are reported to the STATE's resident engineer for correction and not to the STATE's contractor.

8. To transfer to the COUNTY by Quitclaim Deed any interest the STATE may have in the right-of-way for the for the original alignment.

COUNTY AGREES:

1. To be responsible for all construction costs excluding construction engineering costs associated with the Improvement. These costs are estimated to be \$330,000.00 (Three Hundred Thirty Thousand Dollars). Payments will be made to STATE within thirty (30) days upon receipt of STATE's monthly invoices. Construction costs also may include additional costs of change orders as a result of the Improvement.

2. To retain ownership and maintenance responsibilities of

Dresslerville Road from the new intersection location with Centerville Lane (Station "A1" 103+35.75 P.O.T.).

3. To acquire certify and convey to STATE, all right of way necessary to construct the project improvements.

4. To be responsible for and to perform right of way engineering and utility engineering and relocations as a result of impacted utilities.

5. To obtain all environmental permits required for the Improvements.

IT IS MUTUALLY AGREED:

1. The initial addresses of the parties, which one party may change by giving notice to the respective other party are as follows:

STATE: Thomas E. Stephens, Director  
Department of Transportation  
1263 South Stewart Street  
Carson City, NV 89712  
(702) 687-5440

COUNTY: Jeffrey L. Foltz, P.E.  
Associate Civil Engineer  
P. O. Box 218  
Minden, NV 89423  
(702) 782-9005

2. Construction costs for the Improvement will be computed using contract bid prices as submitted by STATE's selected contractor with contract bid item quantities complete and in place. Said contract bid item quantities may increase or decrease from those shown on engineers estimate.

3. The STATE does not provide any warranty that the engineer's estimate is an accurate reflection of the final cost.

The STATE disclaims any such warranty. The final costs may vary widely depending on the information provided to the STATE and the contract bid prices submitted by STATE's contractor.

4. STATE will award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction to the lowest responsive and responsible bidder. If the lowest responsive and responsible bid exceeds the engineers estimate by more than seven percent (7%) of the total estimate, STATE and COUNTY have the right to reject any and all proposals, and COUNTY has the option of requesting readvertisement, proceeding with the award or withdrawing from this Agreement.

5. The Improvements are contingent upon the availability of COUNTY funds, and the COUNTY and STATE reserve the right to withdraw their obligations as set forth in this Agreement in writing, at any time prior to the advertisement for construction of the Improvements.

6. Each respective party agrees to indemnify, defend and hold harmless the other party to the extent provided by law, including but not limited to, Nevada Revised Statutes 41, from and against any liability arising out of the performance of this Agreement proximately caused by any act or omission of its officers, agents and employees.

7. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

8. This Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by

the above mentioned parties.

9. This Agreement shall be terminated when all items of Improvement work contemplated herein have been completed, save and except the responsibility for maintenance as specified herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

STATE OF NEVADA, by and  
through its Department of  
Transportation

*for* Thomas E. Stephens  
Thomas E. Stephens, Director

Approved as to Legality and  
Form:

Brian Hutchins  
Brian Hutchins, Deputy  
Attorney General  
Department of Transportation

Reviewed:

Richard Nelson  
Richard Nelson, District II  
Engineer

a: CTR-DRLR.AGR  
DOUGLAS

Reviewed 3-15-85  
Agreement Coordinator

DOUGLAS COUNTY BOARD OF COUNTY  
COMMISSIONERS

Robert T. Morris  
Chairman

Approved as to Legality  
and Form:

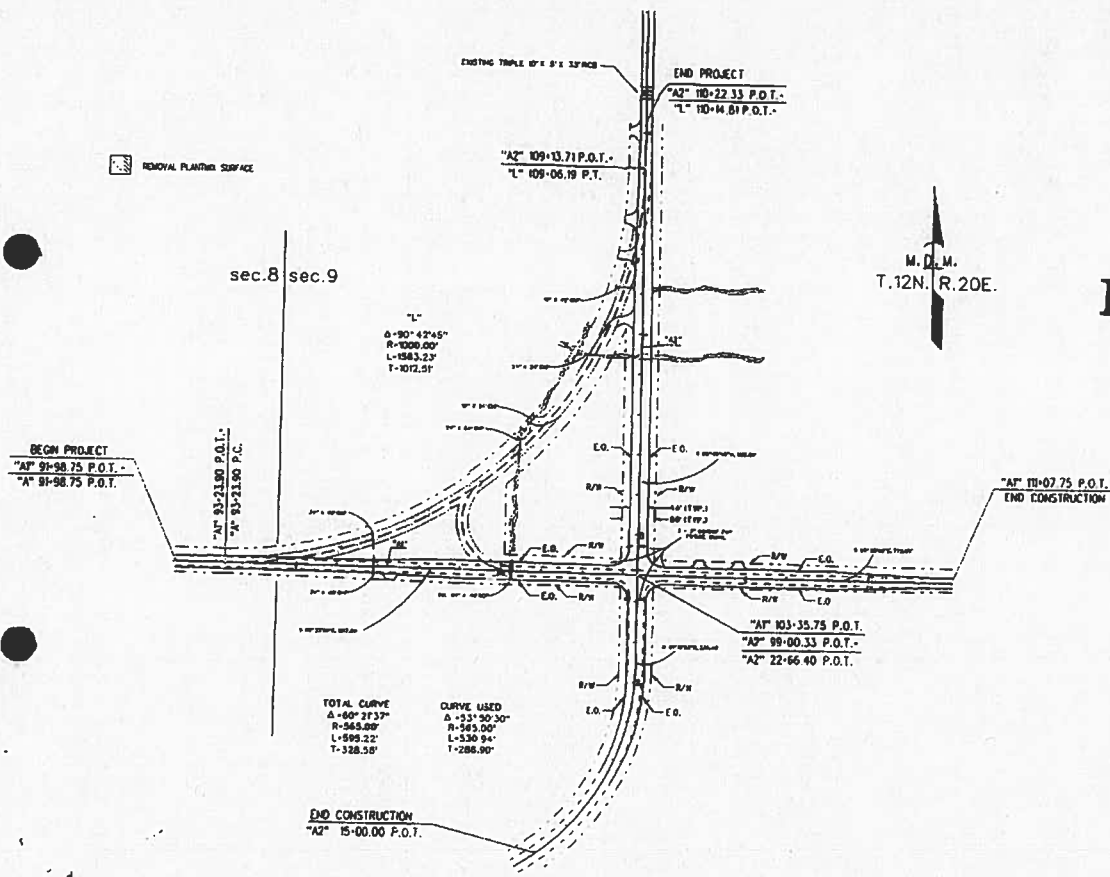
Robert T. Morris  
Robert T. Morris  
Chief Civil Deputy District Attorney

Attest:

Barbara J. Reed  
County Clerk

By: Dorothy Young, Deputy

FED. RD. DIST. NO.	STATE	PROJECT NO.	COUNTY	SHEET NO.
6	NEVADA	SPSR-756(11)	DOUGLAS	4



# EXHIBIT A

STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION  
 DRESSLERVILLE / CENTERVILLE  
 INTERSECTION



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7013  
Fax: (775) 888-7104

## **MEMORANDUM**

**Environmental Services Division**

**September 21, 2018**

**To:** Diana Callahan, Staff Specialist, Acquisitions, Right-of-Way

**From:** Steve M. Cooke, PE, Chief, Environmental Services

**Subject:** Environmental Clearance for Transportation Board  
**Surplus No.: SUR 18-03**  
Parcel No.: S-756-DO-001.769 XS1  
Parcel as Described in Clearance Request Memo  
Disposal of Surplus Right-of-Way

---

The Environmental Services Division reviewed the requested action as presented in your memo dated September 11, 2018 and found it clear of any documented environmental concern for disposal.

EC: Project E-File

**ATTACHMENT 4**

**NRS 408.523 Summary vacation and abandonment of portion of state highway superseded by relocation or in excess of need; resolution of Board; recordation.**

1. The Board may retain or may summarily vacate and abandon any portion of a state highway if that portion has been superseded by relocation or has been determined to be in excess of the needs of the Department.

2. The Board shall act to abandon any easement, or to vacate any highway, by resolution. A certified copy of the resolution may be recorded without acknowledgment, certificate of acknowledgment, or further proof, in the office of the county recorder of each county where any portion of the easement to be abandoned, or the highway to be vacated, lies. No fee may be charged for such recordation. Upon recordation, the abandonment or vacation is complete.

3. When a highway for which the State holds only an easement is abandoned, or when any other easement is abandoned, the property previously subject thereto is free from the public easement for highway purposes. Where the State owns in fee the property on which the vacated highway was located, the Department shall dispose of that property as provided in NRS 408.533.

4. In any proceeding for the abandonment or vacation of any state highway or part thereof, the Board may reserve and except therefrom any easements, rights or interests in the highway deemed desirable and in the best interests of the State.

(Added to NRS by 1960, 68; A 1981, 707; 1987, 1811; 1989, 1307)



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

## **MEMORANDUM**

**February 27, 2019**

**TO:** Department of Transportation Board of Directors  
**FROM:** Kristina L. Swallow, P.E., Director  
**SUBJECT:** March 11, 2019 Transportation Board of Directors Meeting  
**Item # 11:** Action Item: Condemnation Resolution No. 470  
I-15/CC-215 Northern Beltway Interchange,  
Phase 4 of the I-15 North Corridor Project;  
in the City of North Las Vegas, Clark County, NV.  
1 Owner, 3 Parcels – For possible action

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### **Summary:**

The Department is acquiring property rights for construction of the system-to-system interchange upgrade, I-15 at the CC-215 Northern Beltway Interchange, consisting of a new bridge structure over the Union Pacific Railroad mainline track, in the City of North Las Vegas, Clark County, Nevada. The Department is seeking the Board's approval of a condemnation action for the unresolved acquisitions as described below.

### **Background:**

Union Pacific Railroad - The negotiation is unresolved for the acquisitions from the Union Pacific Railroad (UPRR). It is necessary to acquire a 11,614 square-foot (0.27 acre) permanent easement for a bridge structure, and two temporary easements (1,028 square feet and 2,416 square feet) for bridge construction. The temporary easements are for a time period of three years.

The proposed acquisitions are all from the Union Pacific railway corridor, with a 200' right-of-way width. The permanent easement will parallel an existing CC-215 Beltway bridge structure and is needed to accommodate a new offramp from CC-215. The permanent easement will span the 200' right-of-way width for the railway corridor. The temporary easements, TE1 and TE2, will border the permanent easement at the southern and northern limits of the railway corridor, respectively, and will facilitate the construction a new bridge and offramp that will be situated within the footprint of the permanent easement.

The acquisitions in question, which lie along the southwest side of the CC-215 Beltway and are located approximately one-fourth of a mile north of the East Centennial Parkway alignment, are highlighted in red on the right-of-way plans that are part of the Condemnation Resolution (Attachment 2).

Although the owner has reportedly received the offer package, a representative disclosed that UPRR cannot process this acquisition until the bridge plans have been approved by their engineering, a process that can take some time. The department is continuing to work towards settlement, but is requesting this condemnation resolution to meet project deadlines.

**Analysis:**

A condemnation resolution is requested so that the Department can certify the right-of-way to the Federal Highway Administration to meet the project schedule. Prior to construction, all environmental testing and any demolition must be accomplished. Pursuant to Chapter 241 of the Nevada Revised Statutes, the required notices regarding this open meeting have been served.

**Recommendation for Board Action:**

Board approval of this resolution of condemnation is respectfully requested.

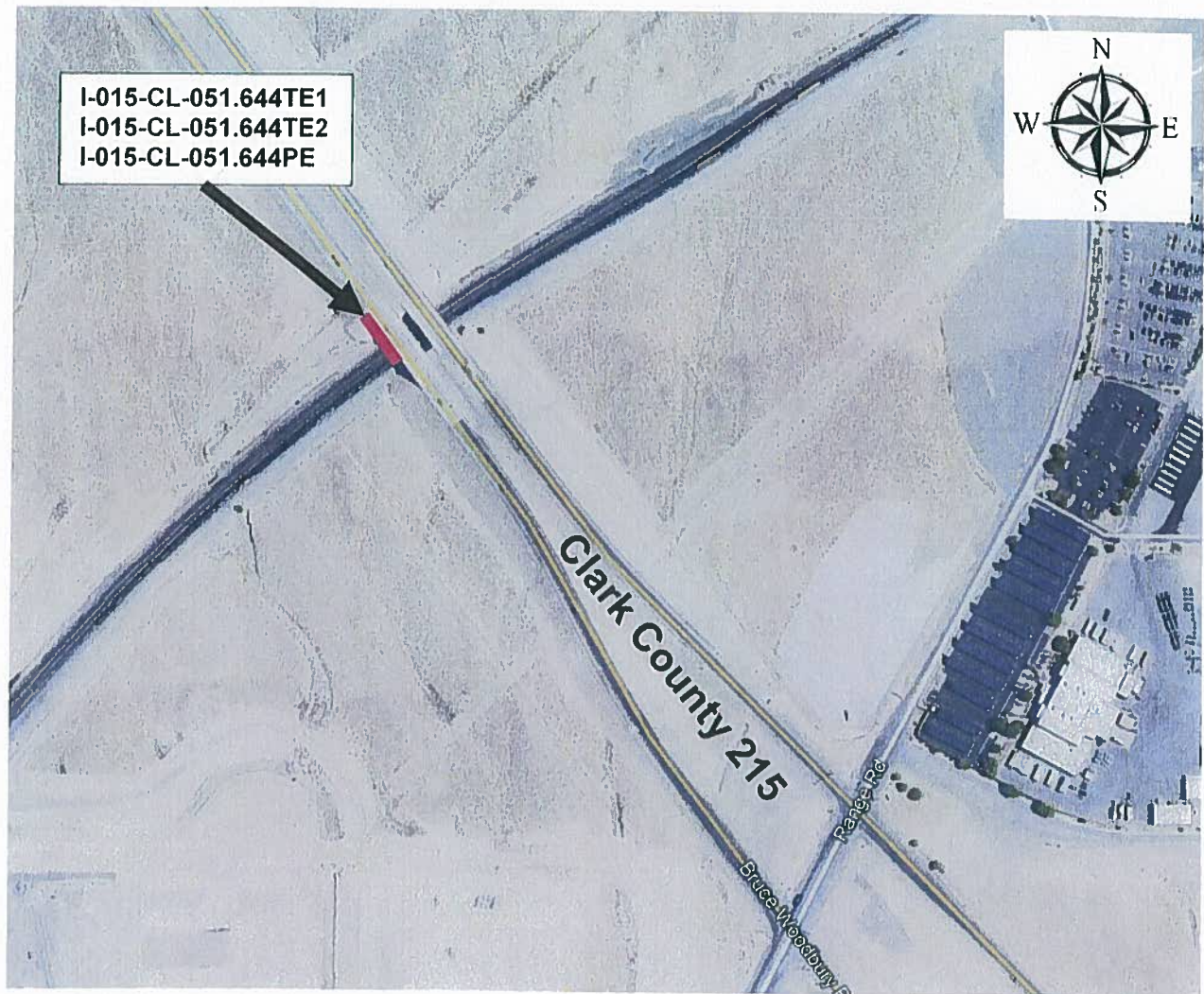
**List of Attachments:**

1. Location map
2. Condemnation Resolution No. 470 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:**

Jessica Biggin, Chief R/W Agent *RD FOR*

## LOCATION MAP



### CONDEMNATION RESOLUTION No. 470

**DESCRIPTION:** I-15/CC-215 Northern Beltway Interchange, Phase 4 of the I-15 Freeway North Corridor Project, in the City of North Las Vegas, Nevada

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEPARTMENT OF  
TRANSPORTATION AUTHORIZING ACQUISITION BY CONDEMNATION OF  
PROPERTY FOR THE RECONSTRUCTION OF I-15/CC-215 NORTHERN  
BELTWAY INTERCHANGE, PHASE 4 OF THE I-15 NORTH CORRIDOR  
PROJECT, IN THE CITY OF NORTH LAS VEGAS, NEVADA.

CONDEMNATION RESOLUTION NO. 470

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 reconstruction of the I-15/CC-215 Northern Beltway Interchange in the City of  
North Las Vegas, 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 freeway 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 freeway interchange; 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. I-015-CL-051.644PE, I-015-CL-051.644TE1, and I-015-CL-051.644TE2, owned by the Union Pacific Railroad Company, a Delaware Corporation

Said real property situate, lying and being in the City of North Las Vegas, County of Clark, State of Nevada, and more particularly described as being a portion of the SE 1/4 of Section 20, T. 19 S., R. 62 E., M.D.M., and more fully described by metes and bounds as follows:

PARCEL NO. I-015-CL-051.644PE to be acquired as a permanent easement and right-of-way for the location, construction and maintenance of a ramp and bridge structure.

COMMENCING at the southeast corner of said Section 20, shown and delineated as a "CNLV Brass Cap, PLS 10160 2006" on that certain RECORD OF SURVEY FOR HERSHENOW + KLIPPENSTEIN ARCHITECTS, filed for record as Book No. 20100909, Instrument No. 0000995, on September 9, 2010, File 182, Page 23 of Surveys, Official Records, Clark County, Nevada; thence N. 33°02'19" W. a distance of 1,368.28 feet to the POINT OF BEGINNING; said point of beginning described as being on the left or southerly right of way line of the Union Pacific Railroad, 3,924.24 feet left of and at right angles to Highway Engineer's Station

"Xe" 1323+22.49 P.O.T.; thence departing said southerly right of way line the following three (3) courses and distances:

- 1) from a tangent which bears N.  $20^{\circ}24'32''$  W., curving to the right, with a radius of 73.40 feet, through an angle of  $50^{\circ}45'31''$ , an arc distance of 65.03 feet;
- 2) N.  $37^{\circ}13'59''$  W. – 82.88 feet;
- 3) from a tangent which bears S.  $86^{\circ}36'16''$  W., curving to the right, with a radius of 81.50 feet, through an angle of  $58^{\circ}14'26''$ , an arc distance of 82.84 feet to the right or northerly right of way line of said Union Pacific Railroad;

thence along said northerly right-of-way line, from a tangent which bears N.  $51^{\circ}49'53''$  E., curving to the right, with a radius of 5,989.49 feet, through an angle of  $00^{\circ}45'14''$ , an arc distance of 78.80 feet; thence departing said northerly right of way line, S.  $37^{\circ}07'05''$  E., a distance of 200.00 feet to said southerly right of way line; thence along said southerly right-of-way line, from a tangent which bears S.  $52^{\circ}34'15''$  W., curving to the left, with a radius of 5,813.96 feet, through an angle of  $00^{\circ}50'01''$ , an arc distance of 84.60 feet to the point of beginning; said parcel contains an area of 11,614 square feet (0.27 of an acre).

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PARCEL NO. I-015-CL-051.644TE1 to be acquired as a temporary  
easement for construction purposes for a three-year period commencing on the  
date of occupancy.

COMMENCING at the southeast corner of said Section 20,  
shown and delineated as a "CNLV Brass Cap, PLS 10160 2006" on  
that certain RECORD OF SURVEY FOR HERSHENOW +  
KLIPPENSTEIN ARCHITECTS, filed for record as Book No.  
20100909, Instrument No. 0000995, on September 9, 2010, File  
182, Page 23 of Surveys, Official Records, Clark County, Nevada;  
thence N. 33°02'19" W. a distance of 1,368.28 feet to the POINT OF  
BEGINNING; said point of beginning described as being on the left  
or southerly right-of-way line of the Union Pacific Railroad, 3,924.24  
feet left of and at right angles to Highway Engineer's Station  
"Xe" 1323+22.49 P.O.T.; thence along said southerly right-of-way  
line, from a tangent which bears S. 51°44'14" W., curving to the left,  
with a radius of 5,813.96 feet, through an angle of 00°04'34", an arc  
distance of 7.73 feet; thence departing said southerly right-of-way  
line the following three (3) courses and distances:

- 1) N. 37°13'59" W. – 46.01 feet;
- 2) from a tangent which bears N. 51°40'11" E.,  
curving to the right, with a radius of 5,859.96  
feet, through an angle of 00°29'20", an arc  
distance of 50.00 feet;

- 3) from a tangent which bears S. 30°20'58" W.,  
curving to the left, with a radius of 73.40 feet,  
through an angle of 50°45'31", an arc distance  
of 65.03 feet to the point of beginning;

said parcel contains an area of 1,028 square feet (0.02 of an  
acre).

PARCEL NO. I-015-CL-051.644TE2 to be acquired as a temporary  
easement for construction purposes for a three-year period commencing on the  
date of occupancy.

COMMENCING at the southeast corner of said Section 20,  
shown and delineated as a "CNLV Brass Cap, PLS 10160 2006" on  
that certain RECORD OF SURVEY FOR HERSHENOW +  
KLIPPENSTEIN ARCHITECTS, filed for record as Book No.  
20100909, Instrument No. 0000995, on September 9, 2010, File  
182, Page 23 of Surveys, Official Records, Clark County, Nevada;  
thence N. 33°20'50" W. a distance of 1,568.36 feet to the POINT OF  
BEGINNING; said point of beginning described as being on the right  
or northerly right-of-way line of the Union Pacific Railroad, 4,121.27  
feet left of and at right angles to Highway Engineer's Station  
"Xe" 1322+86.81 P.O.T.; thence departing said northerly  
right-of-way line the following four (4) courses and distances:

- 1) from a tangent which bears S. 35°09'18" E.,  
curving to the left, with a radius of 81.50 feet,

through an angle of  $58^{\circ}14'26''$ , an arc distance of 82.84 feet;

- 2) S.  $37^{\circ}13'59''$  E. – 13.87 feet;
- 3) from a tangent which bears S.  $52^{\circ}09'56''$  W., curving to the left, with a radius of 5,928.96 feet, through an angle of  $00^{\circ}29'00''$ , an arc distance of 50.00 feet;
- 4) N.  $37^{\circ}13'59''$  W. – 85.02 feet to said northerly right-of-way line;

thence along said northerly right-of-way line, from a tangent which bears N.  $51^{\circ}41'52''$  E., curving to the right, with a radius of 6,013.96 feet, through an angle of  $00^{\circ}07'58''$ , an arc distance of 13.94 feet to the point of beginning; said parcel contains an area of 2,416 square feet (0.06 of an acre).

The Basis of Bearing for these descriptions is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, East 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 March, 2019.

ON BEHALF OF  
STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
BOARD OF DIRECTORS

\_\_\_\_\_  
Secretary to the Board  
William H. Hoffman

\_\_\_\_\_  
Chairman – Steve Sisolak  
Governor

APPROVED AS TO LEGALITY  
AND FORM

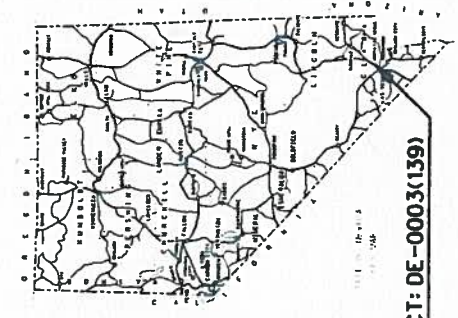
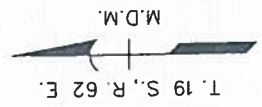
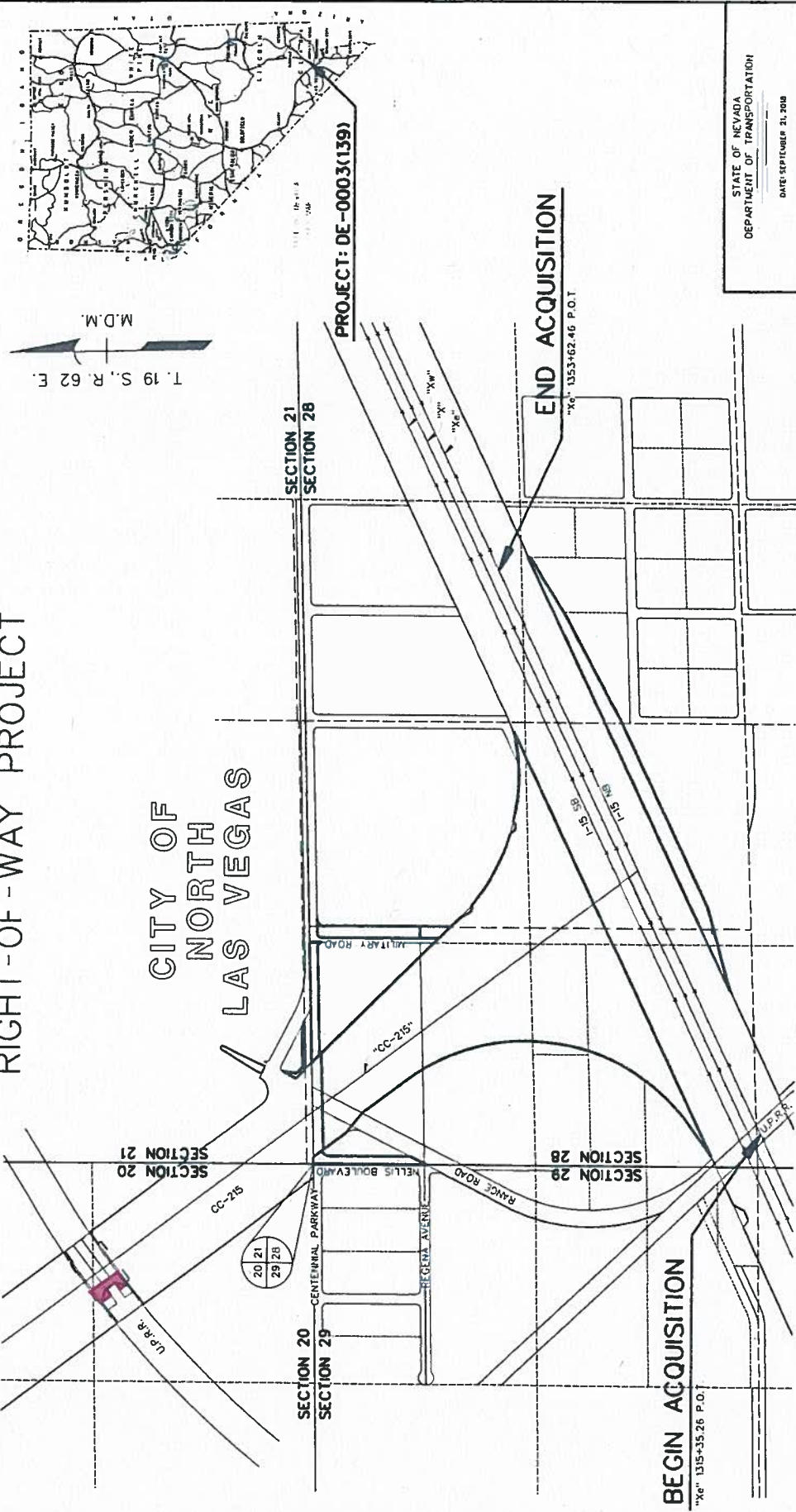
\_\_\_\_\_  
Dennis Gallagher, Chief Counsel  
Department of Transportation

STATE	E.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	21336	DE-0003(139)	CLARK	101

# STATE OF NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PROJECT

INDEX OF SHEETS

RW1	TITLE SHEET
RW2	SHEET INDEX
RW3	R/W PLANS
RW4	RIGHT-OF-WAY SCHEDULE
RW5	PROPERTY SCHEDULE



STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 21, 2008  
R/W PLANS

APPROVED: \_\_\_\_\_  
SCALE: 1" = 400'

DATE OF LAST REVISION: \_\_\_\_\_  
TRACED: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
PHONE: \_\_\_\_\_

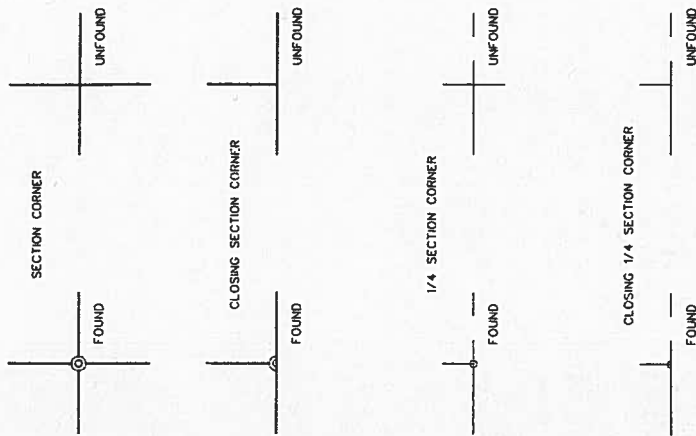
NEVADA DOT

MAP ID NO. 274.30

# LEGEND OF RIGHT-OF-WAY SYMBOLS

C/A CONTROL OF ACCESS  
 CL CENTERLINE  
 C/P PERMISSION TO CONSTRUCT  
 Δ DELTA  
 L ARC LENGTH  
 LT. LEFT  
 P.C. POINT OF CURVE  
 P.C.C. POINT OF COMPOUND CURVATURE  
 PE PERMANENT EASEMENT  
 PL PROPERTY LINE  
 P.O.B. POINT OF BEGINNING  
 P.O.C. POINT ON CURVE  
 P.O.E. POINT OF ENDING  
 P.O.T. POINT OF 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  
 CONTROL OF ACCESS WITHOUT A FENCE OR BARRIER  
 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  
 FENCE LINE

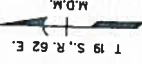


STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION  
 DATE: SEPTEMBER 21, 2008  
 R/W PLANS

PARCEL NUMBER PREFIX: I-015-CL--

STATE	F.A. NO.	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	735.58	DE-00031091	CLARK	RW2

SEE SHEET RW1 FOR ROW OFFSETS  
SEE SHEET RW3 FOR PARCEL INFORMATION



UPRR R/W

051.644PE1  
UNION PACIFIC RAILROAD

051.644TE2  
UNION PACIFIC RAILROAD

051.644TE1  
UNION PACIFIC RAILROAD

S. 1/16 SEC. LINE

SECTION 20  
SECTION 21

R/W

CC-215 NB  
280  
CC-215 SB

CITY OF  
NORTH  
LAS VEGAS

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 21, 2006

R/W PLANS

APPROVED: \_\_\_\_\_  
MANAGER OF THE DIVISION

DATE OF LAST REVISION:  
TRACED  
CHECKED  
PROJECT



MAP ID NO. 27430

STATE	E.A. NO.	PROJECT NO.	COUNTY	DATE	BY
NEVADA	73558	DE-00031391	CLARK		
<div> <div>051.494</div> <div> P.O.B. = 332°00'11" "Xc" 1334+54.98 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 28, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 729.47'  B A = 36°45'20"  R = 1230.00' L = 789.05'  C A = 13°36'04"  R = 1461.94' L = 347.04'  T.B. = N. 15°58'20" E.  D A = 38°42'03"  R = 1230.00' L = 830.81'  T.B. = N. 01°28'12" W. - 334.88'  E A N. 37°13'51" W. - 159.69'  R = 1230.00' L = 772.07'  F A N. 88°23'30" E. - 505.97'  R = 1230.00' L = 1187.90'  G A S. 31°21'43" E. - 25.93'  R = 29.57' L = 36.25'  H A S. 34°05'23" E. - 17.96'  R = 72.20' L = 27.06'  I A N. 64°16'19" E. - 11.95'  R = 22.58' L = 497.97'  J A = 22°58'20"  R = 1242.00' L = 566.35'  T.B. = S. 30°01'56" E. - 8.41'  K A S. 59°22'51" E. - 8.41'  R = 45°19'26" E. - 16.27'  L A S. 36°05'36" E. - 18.81'  R = 60°52'45" E. - 10.55'  M A S. 88°36'21" E. - 28.69'  R = 46°32'29" E. - 21.04'  N A = 26°07'37"  R = 1242.00' L = 566.35'  T.B. = S. 76°58'21" E.  O A S. 64°48'25" W. - 2.88729' </div> </div>					<div> <div>051.494</div> <div> P.O.B. = 332°00'11" "Xc" 1334+54.98 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 28, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 729.47'  B A = 36°45'20"  R = 1230.00' L = 789.05'  C A = 13°36'04"  R = 1461.94' L = 347.04'  T.B. = N. 15°58'20" E.  D A = 38°42'03"  R = 1230.00' L = 830.81'  T.B. = N. 01°28'12" W. - 334.88'  E A N. 37°13'51" W. - 159.69'  R = 1230.00' L = 772.07'  F A N. 88°23'30" E. - 505.97'  R = 1230.00' L = 1187.90'  G A S. 31°21'43" E. - 25.93'  R = 29.57' L = 36.25'  H A S. 34°05'23" E. - 17.96'  R = 72.20' L = 27.06'  I A N. 64°16'19" E. - 11.95'  R = 22.58' L = 497.97'  J A = 22°58'20"  R = 1242.00' L = 566.35'  T.B. = S. 30°01'56" E. - 8.41'  K A S. 59°22'51" E. - 8.41'  R = 45°19'26" E. - 16.27'  L A S. 36°05'36" E. - 18.81'  R = 60°52'45" E. - 10.55'  M A S. 88°36'21" E. - 28.69'  R = 46°32'29" E. - 21.04'  N A = 26°07'37"  R = 1242.00' L = 566.35'  T.B. = S. 76°58'21" E.  O A S. 64°48'25" W. - 2.88729' </div> </div>
<div> <div>051.623</div> <div> P.O.B. = 2,568.76' LT. "Xc" 1325+09.26 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 28, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 42.23'  B A = 68°21'12"  R = 50.00' L = 59.65'  T.B. = S. 68°10'05" W.  C A S. 00°11'07" E. - 497.57'  R = 527.05' L = 109.13'  D A N. 00°11'07" W. - 692.14'  E A = 00°07'58"  R = 6.013' L = 13.94'  F A = 00°07'58"  R = 6.013' L = 13.94'  T.B. = N. 31°41'52" E. </div> </div>					<div> <div>051.623</div> <div> P.O.B. = 2,568.76' LT. "Xc" 1325+09.26 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 28, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 42.23'  B A = 68°21'12"  R = 50.00' L = 59.65'  T.B. = S. 68°10'05" W.  C A S. 00°11'07" E. - 497.57'  R = 527.05' L = 109.13'  D A N. 00°11'07" W. - 692.14'  E A = 00°07'58"  R = 6.013' L = 13.94'  F A = 00°07'58"  R = 6.013' L = 13.94'  T.B. = N. 31°41'52" E. </div> </div>
<div> <div>051.644PE1</div> <div> P.O.B. = 3,924.24' LT. "Xc" 1323+22.49 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 20, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 82.88'  B A = 50°45'31"  R = 73.40' L = 65.03'  T.B. = N. 20°24'32" W.  C A N. 37°13'51" W. - 82.88'  R = 58°14'26"  D A = 58°14'26"  R = 81.50' L = 82.84'  T.B. = S. 86°36'16" W.  E A = 00°45'14"  R = 5,969.49' L = 78.80'  T.B. = N. 31°49'53" E.  F A S. 37°07'05" E. - 200.00'  R = 00°50'01"  G A = 00°50'01"  R = 5,813.96' L = 84.60'  T.B. = S. 52°34'15" W. </div> </div>					<div> <div>051.644PE1</div> <div> P.O.B. = 3,924.24' LT. "Xc" 1323+22.49 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 20, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 82.88'  B A = 50°45'31"  R = 73.40' L = 65.03'  T.B. = N. 20°24'32" W.  C A N. 37°13'51" W. - 82.88'  R = 58°14'26"  D A = 58°14'26"  R = 81.50' L = 82.84'  T.B. = S. 86°36'16" W.  E A = 00°45'14"  R = 5,969.49' L = 78.80'  T.B. = N. 31°49'53" E.  F A S. 37°07'05" E. - 200.00'  R = 00°50'01"  G A = 00°50'01"  R = 5,813.96' L = 84.60'  T.B. = S. 52°34'15" W. </div> </div>
<div> <div>051.644TE2</div> <div> P.O.B. = 4,121.27' LT. "Xc" 1322+86.81 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 20, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 82.84'  B A = 58°14'26"  R = 81.50' L = 82.84'  T.B. = S. 35°08'18" E.  C A S. 37°13'51" E. - 13.87'  R = 00°28'00"  D A = 00°28'00"  R = 5,923.96' L = 50.00'  T.B. = S. 52°09'56" W.  E A N. 37°13'51" W. - 85.02'  R = 00°07'58"  F A = 00°07'58"  R = 6.013' L = 13.94'  T.B. = N. 31°41'52" E. </div> </div>					<div> <div>051.644TE2</div> <div> P.O.B. = 4,121.27' LT. "Xc" 1322+86.81 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 20, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 82.84'  B A = 58°14'26"  R = 81.50' L = 82.84'  T.B. = S. 35°08'18" E.  C A S. 37°13'51" E. - 13.87'  R = 00°28'00"  D A = 00°28'00"  R = 5,923.96' L = 50.00'  T.B. = S. 52°09'56" W.  E A N. 37°13'51" W. - 85.02'  R = 00°07'58"  F A = 00°07'58"  R = 6.013' L = 13.94'  T.B. = N. 31°41'52" E. </div> </div>
<div> <div>051.661</div> <div> P.O.B. = 200.00' RT. "Xc" 1324+12.11 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 20, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 14.71'  B A = 58°14'26"  R = 81.50' L = 82.84'  T.B. = S. 86°36'16" W.  C A = 00°45'14"  R = 5,969.49' L = 78.80'  T.B. = N. 31°49'53" E.  D A S. 37°07'05" E. - 200.00'  R = 00°50'01"  E A = 00°50'01"  R = 5,813.96' L = 84.60'  T.B. = S. 52°34'15" W. </div> </div>					<div> <div>051.661</div> <div> P.O.B. = 200.00' RT. "Xc" 1324+12.11 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 20, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 14.71'  B A = 58°14'26"  R = 81.50' L = 82.84'  T.B. = S. 86°36'16" W.  C A = 00°45'14"  R = 5,969.49' L = 78.80'  T.B. = N. 31°49'53" E.  D A S. 37°07'05" E. - 200.00'  R = 00°50'01"  E A = 00°50'01"  R = 5,813.96' L = 84.60'  T.B. = S. 52°34'15" W. </div> </div>
<div> <div>051.678</div> <div> P.O.B. = 2,447.08' LT. "Xc" 1330+34.52 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 21, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 92.65'  B A = 04°48'01"  R = 25.00' L = 2.08'  C A = 09°18'55"  R = 570.00' L = 92.67'  T.B. = S. 11°48'12" W.  D A S. 88°00'52" E. - 3.96'  R = 44°48'41" E. - 47.92'  E A N. 88°23'30" E. - 189.35'  R = 86°05'28" E. - 81.64'  F A S. 62°53'42" E. - 14.88'  R = 88°23'30" W. - 296.21'  G A N. 45°08'40" W. - 80.89' </div> </div>					<div> <div>051.678</div> <div> P.O.B. = 2,447.08' LT. "Xc" 1330+34.52 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 21, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 92.65'  B A = 04°48'01"  R = 25.00' L = 2.08'  C A = 09°18'55"  R = 570.00' L = 92.67'  T.B. = S. 11°48'12" W.  D A S. 88°00'52" E. - 3.96'  R = 44°48'41" E. - 47.92'  E A N. 88°23'30" E. - 189.35'  R = 86°05'28" E. - 81.64'  F A S. 62°53'42" E. - 14.88'  R = 88°23'30" W. - 296.21'  G A N. 45°08'40" W. - 80.89' </div> </div>
<div> <div>051.778</div> <div> P.O.B. = 2,447.08' LT. "Xc" 1330+34.52 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 21, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 92.65'  B A = 04°48'01"  R = 25.00' L = 2.08'  C A = 09°18'55"  R = 570.00' L = 92.67'  T.B. = S. 11°48'12" W.  D A S. 88°00'52" E. - 3.96'  R = 44°48'41" E. - 47.92'  E A N. 88°23'30" E. - 189.35'  R = 86°05'28" E. - 81.64'  F A S. 62°53'42" E. - 14.88'  R = 88°23'30" W. - 296.21'  G A N. 45°08'40" W. - 80.89' </div> </div>					<div> <div>051.778</div> <div> P.O.B. = 2,447.08' LT. "Xc" 1330+34.52 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 21, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 92.65'  B A = 04°48'01"  R = 25.00' L = 2.08'  C A = 09°18'55"  R = 570.00' L = 92.67'  T.B. = S. 11°48'12" W.  D A S. 88°00'52" E. - 3.96'  R = 44°48'41" E. - 47.92'  E A N. 88°23'30" E. - 189.35'  R = 86°05'28" E. - 81.64'  F A S. 62°53'42" E. - 14.88'  R = 88°23'30" W. - 296.21'  G A N. 45°08'40" W. - 80.89' </div> </div>
<div> <div>051.800TE1</div> <div> P.O.B. = 2,629.27' LT. "Xc" 1331+49.78 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 21, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 222.27'  B A = 07°05'18"  R = 825.00' L = 77.32'  T.B. = N. 23°12'08" E.  C A N. 31°08'02" E. - 222.27'  R = 63°11'27" E. - 24.17'  D A S. 26°48'33" W. - 38.61'  R = 5.26°15'54" W. - 44.17'  E A S. 25°34'20" W. - 48.59'  R = 5.25°17'43" W. - 45.86'  F A S. 24°17'02" W. - 45.45'  R = 5.24°29'17" W. - 40.73'  G A S. 23°08'55" W. - 23.96'  R = 15°41'46" W. - 5.56'  H A = 00°38'54"  R = 575.00' L = 6.51'  I A T.B. = S. 23°30'38" W.  J A N. 62°53'39" W. - 50.13' </div> </div>					<div> <div>051.800TE1</div> <div> P.O.B. = 2,629.27' LT. "Xc" 1331+49.78 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 21, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 222.27'  B A = 07°05'18"  R = 825.00' L = 77.32'  T.B. = N. 23°12'08" E.  C A N. 31°08'02" E. - 222.27'  R = 63°11'27" E. - 24.17'  D A S. 26°48'33" W. - 38.61'  R = 5.26°15'54" W. - 44.17'  E A S. 25°34'20" W. - 48.59'  R = 5.25°17'43" W. - 45.86'  F A S. 24°17'02" W. - 45.45'  R = 5.24°29'17" W. - 40.73'  G A S. 23°08'55" W. - 23.96'  R = 15°41'46" W. - 5.56'  H A = 00°38'54"  R = 575.00' L = 6.51'  I A T.B. = S. 23°30'38" W.  J A N. 62°53'39" W. - 50.13' </div> </div>
<div> <div>051.858</div> <div> P.O.B. = 1,288.82' LT. "Xc" 1334+54.98 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 28, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 75.03'  B A = 88°22'53" E. - 75.03'  R = 5.00°04'44" E. - 190.72'  C A N. 45°08'40" W. - 105.94'  D A = 00°07'58"  R = 6.013' L = 13.94'  E A = 00°07'58"  R = 6.013' L = 13.94'  T.B. = N. 31°41'52" E. </div> </div>					<div> <div>051.858</div> <div> P.O.B. = 1,288.82' LT. "Xc" 1334+54.98 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 28, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 75.03'  B A = 88°22'53" E. - 75.03'  R = 5.00°04'44" E. - 190.72'  C A N. 45°08'40" W. - 105.94'  D A = 00°07'58"  R = 6.013' L = 13.94'  E A = 00°07'58"  R = 6.013' L = 13.94'  T.B. = N. 31°41'52" E. </div> </div>
<div> <div>051.867</div> <div> P.O.B. = 1,301.93' LT. "Xc" 1335+03.31 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 28, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 606.69'  B A = 88°28'14"  R = 25.00' L = 38.60'  C A = 88°28'14"  R = 50.00' L = 77.20'  T.B. = S. 88°23'30" W.  D A N. 89°55'16" E. - 5.00'  R = 00°04'44" E. - 582.20'  E A S. 88°22'53" W. - 75.03' </div> </div>					<div> <div>051.867</div> <div> P.O.B. = 1,301.93' LT. "Xc" 1335+03.31 P.O.T.  T.E. N. 88°23'30" E. - 623.79 FROM THE  NW COR. SEC. 28, T. 19 S., R. 62 E., M.D.M.  A N. 88°23'30" E. - 606.69'  B A = 88°28'14"  R = 25.00' L = 38.60'  C A = 88°28'14"  R = 50.00' L = 77.20'  T.B. = S. 88°23'30" W.  D A N. 89°55'16" E. - 5.00'  R = 00°04'44" E. - 582.20'  E A S. 88°22'53" W. - 75.03' </div> </div>

STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 21, 2018

R/W PLANS

APPROVED: \_\_\_\_\_

SCALE: 1"=100'

DATE OF LAST REVISION:

TRACED

CHECKED

PHONE

MAP NO. 27430

7/23/2018

7/23/2018



**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)