



Department of Transportation
Board of Directors
Notice of Public Meeting
1263 South Stewart Street
Third Floor Conference Room
Carson City, Nevada
May 8, 2023 – 9:30 A.M.

THE NEVADA DEPARTMENT OF TRANSPORTATION BOARD OF DIRECTORS
9:30 AM, Monday, May 8, 2023

NEVADA DEPARTMENT OF TRANSPORTATION

1263 South Stewart Street	123 East Washington Avenue	1951 Idaho Street
Third Floor Conference Room	Building B	Conference Room
Carson City, Nevada 89712	Las Vegas, Nevada 89101	Elko, Nevada 89801

This meeting has been properly noticed and posted online at [Public Involvement and Information | Nevada Department of Transportation](https://notice.nv.gov/) (dot.nv.gov/doing-business/public-involvement-information), <https://notice.nv.gov/>, and in 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, 101 N. Carson Street, Carson City, Nevada

The Board will limit public comments to three (3) minutes per speaker and may place other reasonable restrictions on the time, place, and manner of the public comments not based upon viewpoint.

In lieu of in-person attendance, members of the public may submit public comment utilizing NDOT’s online public comment form by clicking the following link: [Public Comment Form](#). (This form can be found on our website under “Public Involvement” and “Transportation Board Meetings.”) This form will be available for comment by 9:00 A.M. three (3) business days before the Board meeting and will close at 5:00 P.M. on the day of the Board meeting. Following the three (3) minute public comment rule, online Public Comment Form comments will be limited to 450 words. Public comment received by 4:00 P.M. (Pacific Time) on the business day (excluding state holidays) prior to the meeting will be provided to the Board for their review prior to the meeting and will be entered into the permanent record. Public Comment received after 4:00 P.M. (Pacific Time) on the business day (excluding state holidays) prior to the meeting and prior to 5:00 P.M. (Pacific Time) on the day of the meeting will be included in the permanent record.

Please be aware:

- 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.



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This meeting is also available via videoconferencing at the Nevada Department of Transportation District I 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. Public comment may be provided at those locations. When Board meetings are in session, streaming video of the meetings may be available through [NDOT's live-streaming video feed](#) on YouTube. Past board meetings are also recorded and posted on NDOT's YouTube channel and can be found here [nevadadot - YouTube](#).

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting and/or make public comment. If special arrangements for the meeting are necessary, please notify Rebecca Qualls at (775) 888-7440 or Rebecca.qualls@dot.nv.gov as soon as possible and at least two (2) days in advance of the meeting.

Copies of non-confidential supporting materials provided to the Board are available upon request. Request for such supporting materials should be made to Rebecca Qualls at (775) 888-7440 or Rebecca.qualls@dot.nv.gov. Such supporting material is available at 1263 South Stewart Street, Carson City, Nevada 89712 and, if available on-line, at www.dot.nv.gov.



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Carson City, Nevada
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AGENDA

SEC 1. OPENING

1. Welcome / Call to Order/ Roll Call
Governor Joe Lombardo, Lieutenant Governor Stavros Anthony, Controller Andy Matthews, Member Virginia Valentine, Member Stephen Ascuaga, Member Justin Kalb, Member Gary Perea
2. Public Comment: The first public comment is limited to comments on items on the agenda. No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three (3) minutes.
3. Receive Director's Report. – *Informational item only*
4. Consideration of Approval of the April 10, 2023, Nevada Department of Transportation Board of Directors Meeting Minutes. – *For possible action*

SEC. 2. CONSENT AGENDA: Items No. 5 through No. 16

NOTE:

- *Consent Agenda - All matters in this section are considered by the Transportation Board of Directors to be routine and may be acted upon in one motion unless a Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.*
- *Items taken separately from the Consent Agenda by Board members at the meeting will be heard in order in Section 3.*

Contracts over \$5,000,000 from March 10, 2023, through April 6, 2023

The purpose of this sub-section is to present to the Board construction contracts which are over \$5,000,000 for approval. All contracts are all low bid per statute. These 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. 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.

5. Contract 3969, Project No. SPSR-0375(007), on SR 375, with W.W. CLYDE & CO., for 2 inch overlay, Lincoln County, Nevada. – *For possible action*
6. Contract 3973, Project No. NHP-580-1(035), on I-580, from Mount Rose interchange to 0.131 miles north of Thomas Creek, with Q&D CONSTRUCTION, LLC, for cold mill, place plantmix



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bituminous surface with open grade, profile grind, and seal joints, Washoe County, Nevada. –
For possible action

7. Contract 3974, Project No. NHP-080-5(042), on I-80, from 3.161 miles west of Pilot Peak interchange to the Nevada and Utah state line, with W.W. CLYDE & CO., to cold mill, place plantmix bituminous surface with open grade, barrier rail, guard rail, sign, striping, hydraulic, structure, lighting, and Intelligent Transportation Systems (ITS) improvements, Elko County, Nevada. – *For possible action*

Agreements over \$300,000 from March 10, 2023, through April 6, 2023

The purpose of this sub-section is to provide to the Board of Directors Design-Build contracts and/or all agreements (and amendments) for non-construction matters, such as consultants, service providers, etc. that obligate total funds of over \$300,000, which include new agreements over \$300,000, and amendments which increase the total agreement amount above \$300,000, for approval. These agreements have been prepared following the Code of Federal Regulations, Nevada Revised Statutes, Nevada Administrative Code, State Administrative Manual, and/or Department policies and procedures.

8. Agreement 097-23-301, with STAKER & PARSON COMPANIES, for overlay of the North Fork salt sand storage pad, SR 225, Elko County, Nevada. – *For possible action*
9. Agreement 209-22-056, with SCA DESIGN, LLC, for architectural and engineering services for the design and construction of worker residences, Mineral and Eureka Counties, Nevada. – *For possible action*
10. Agreement 438-22-015, with PARAMETRIX, INC., for consultant services for I-11 feasibility study, Clark and Nye Counties, Nevada. – *For possible action*
11. Agreement 614-22-016, with PARSONS TRANSPORTATION GROUP, INC., for facilitation of the Nevada Traffic Incident Management (TIM) program, statewide, Nevada. – *For possible action*
12. Amendment 01, Agreement 239-20-052, with BENEFICIAL DESIGNS, INC., for continued Americans with Disabilities Act (ADA) sidewalk and feature data collection, statewide, Nevada. – *For possible action*
13. Amendment 03, Agreement 229-18-016, with KIMLEY-HORN AND ASSOCIATES, INC., for continued operation and maintenance of the KITS Advanced Traffic Management System (ATMS), statewide, Nevada. – *For possible action*
14. Amendment 03, Agreement 539-19-040, with HDR ENGINEERING, INC., for full administration of preservation projects, Washoe, Douglas, Lyon, Storey, Carson, Pershing, Churchill, Mineral, and Lander Counties, Nevada. – *For possible action*



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Right-of-Way

15. SUR 09-21 – Disposal of a portion of I-580, between Hospitality Way and Monk Court, Carson City, Nevada. – *For possible action*

General Administration

16. Contracts, Agreements, and Settlements/Judgements – 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*

END OF CONSENT AGENDA

SEC. 3. ITEMS TAKEN SEPARATELY FROM CONSENT AGENDA

SEC. 4. ADDITIONAL BUSINESS ITEMS

17. Executive Session: Receive information from legal counsel regarding potential and existing litigation involving a matter over which the Transportation Board of Directors has supervision, control, jurisdiction, or advisory power and to deliberate toward a decision on the matter (Note: This item may be closed to the public pursuant to NRS 241.015(3)(b)(2) in order to discuss legal matters.). – *For possible action*
18. Public Comment: A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No vote may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please clearly state your name and SPELL your last name for the record. If any of the Board wishes to extend the length of a presentation, this will be done by the Chair, or the Board by majority vote.
19. Adjournment



Nevada Department of Transportation

Board of Directors • Meeting Minutes

April 10, 2023

9:30 AM

Meeting Location:

1263 South Stewart Street
Third Floor Conference Room
Carson City, Nevada 89712

123 East Washington Avenue
Building B
Las Vegas, Nevada 89101

1951 Idaho Street
Conference Room
Elko, Nevada 89801

SEC 1. OPENING

1. Welcome/Call to Order/Roll Call

Governor Lombardo called the meeting to order on Monday, April 10, 2023. A roll call was conducted, and a quorum was established.

In attendance: Governor Joe Lombardo, Lieutenant Governor Stavros Anthony, Controller Andy Matthews, Member Virginia Valentine, Member Stephen Ascuaga, Member Gary Perea, Member Justin Kalb.

2. Public Comment

There was no public comment

3. Presentation of Award for Aviation Safety – Informational item only

Lana Boler, Manager of the Federal Aviation Administration's Reno Flight Standards District Office, requested Governor Joe Lombardo present an Award for Aviation Safety to Russ Smith, indicating that Mr. Smith is an outstanding example of an FAA safety team representative and a pilot that inspires others to emulate his professionalism and ability.

Governor Lombardo then presented the Award for Aviation Safety to Russ Smith recognizing Mr. Smith's outstanding example of an FAA safety team representative.

Brian Howard, Commander of the Nevada Wing of the Civil Air Parole for the United States Air Force Auxiliary, also recognized Russ Smith with an award for 50 years of dedicated service to the Civil Air Patrol.

4. Receive Director's Report – Informational item only

Director Tracy Larkin Thomason began her report with discussion of the signing of AB 268, which provides the first two \$500 installments of the proposed \$2000 annual bonuses for state employees.

Director Larkin Thomason next discussed traffic safety, indicating that the state has seen a nearly 19 percent drop in fatal crashes statewide, but noted that speeding and impairment remain the leading contributors to the crash.



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Director Larkin Thomason informed the Board that the following week will be National Work Zone Awareness Week, an annual campaign held at the start of construction season to encourage safe driving through road work zones. Director Larkin Thomason indicated that the AGC and NDOT are partnering together in a work zone safety working group led by NDOT Deputy Director, Jeff Lerud, and three district engineers across the state. Director Larkin Thomason invited the Board and the public to join NDOT on a weeklong commemoration, including wearing orange on Wednesday, April 19, for Go Orange Day as well as other activities throughout the week. Director Larkin Thomason indicated that the week will be capped off with a moment of silence observed on Friday, April 21, to remember those who have been lost in work zones.

Director Larkin Thomason next discussed wrong-way driver alerts, a project on which NDOT has been working for several years across northern Nevada and has recently expanded to southern Nevada. Director Larkin Thomason explained that these alerts use radar technology to detect wrong-way drivers, which then activates a series of flashing signs and sends a short video clip of the vehicle to law enforcement and to RTC FAST in southern Nevada. Director Larkin Thomason indicated that these installations at 37 locations in Nevada for a three-year study have confirmed that nearly 85 percent of the time, the detection system worked, and a wrong-way driver was able to be righted prior to entering the freeway. Director Larkin Thomason noted construction will begin in mid-May at four new interchanges in Nevada: I-15 and Star Avenue, and US 95 at Kyle Canyon, Skye Canyon, and Durango in the northwest valley. Director Larkin Thomason explained that these projects would have begun sooner but for some supply chain issues, thus the delay until May. Director Larkin Thomason further indicated that NDOT will also be installing wrong-way driver detection systems on the I-580 ramps in Carson City later this spring.

Director Larkin Thomason provided the Board with updates on NDOT projects, beginning with Phase 2 of the I-15 Tropicana Project, where crews are prepping to rebuild the north half of the Tropicana overpass and the new half interchange on the south side of Harmon. Director Larkin Thomason explained that the north half of the Tropicana Bridge and the half interchange at Harmon have an expected completion date in the fall of 2023 and next month the crews will begin to install the first of ten new Automated Traffic Management Signs or ATMS as part of this project. Director Larkin Thomason continued that this would require limited overnight closures of one direction of I-15 south of Tropicana.

Director Larkin Thomason next discussed the work on I-15 and US 95 at Charleston to add an additional lane in each direction. Director Larkin Thomason further explained this project will accomplish a complete rebuild of each ramp, using a 30-day closure from Charleston to northbound I-515 which wrapped up last week and a subsequent 30-day closure from southbound I-515 to Charleston starting this morning.



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Director Larkin Thomason informed the Board that there are two projects taking place on the Summerlin Parkway in West Las Vegas that will improve safety, mobility, landscaping, and aesthetics along the corridor between Buffalo Drive and the 215. Director Larkin Thomason explained that work began in February 2023 and is scheduled to conclude in August of 2023 and will include the removal of dead trees.

Director Larkin Thomason next informed the Board that NDOT intends to launch the first phase of Pyramid Highway widening in May of 2023, and that virtual and in-person public meetings will be held regarding this project, with the virtual meeting taking place at any point between April 10 and 21 at pyramidhighway.com, and the in-person meeting occurring on April 18 from 4:00 to 7:00 p.m. at the Sepulveda Elementary School in Sparks with a formal presentation being held at 5:30 p.m. Director Larkin Thomason informed the Board that this project is in partnership with the RTC Commission of Washoe County, the Federal Highway Administration, Washoe County, the City of Sparks, and other regional stakeholders.

Director Larkin Thomason next discussed flooding around the state, noting that because the weather is warming up a bit and the snow stage has essentially passed, there are more washouts due to flooding, including SR 322 out by Pioche and the bridge out by Caliente. Director Larkin Thomason explained that these examples are indicative of the damage NDOT is seeing across the state due to flooding.

Director Larkin Thomason informed the Board that NDOT is closely watching the snowpack peaks around the state. Director Larkin Thomason addressed Carson City's snowpack showing it was at 273% well above the median and resulting in the highest water year on record. Director Larkin Thomason continued that NDOT would be looking across Douglas and Churchill counties for spring flooding, the Bureau of Reclamation is drawing down from Lahontan Reservoir, and the TCID in Fallon is enlarging the "Big Dig" bypass by adding additional under crossings underneath the highway, allowing more water to flow out into the desert.

Director Larkin Thomason then discussed Central Nevada's snowpack indicating it was at 296% of the median peak and largely located in the Southern desert basins. Director Larkin Thomason stated this will largely impact the smaller streams and creeks for potential flooding.

Director Larkin Thomason continued with information on Northern Nevada's Walker River snowpack, that is 296% of the median peak and the highest water year on record for the area. Director Larkin Thomason informed the Board that the area was also being looked at for potential flooding on the Walker River in Mason and Smith Valleys. Director Larkin Thomason continued that she understood that updates were being provided on everything across the state and that we're not through it yet. Director Larkin Thomason



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discussed Walker River Irrigation District drawing down on Bridgeport and Topaz Reservoirs to make more room for the snowmelt.

Governor Lombardo noted that Director Larkin Thomason did not mention Eureka or White Pine regarding snowpack and asked if that was void because of FEMA.

Director Larkin Thomason stated that we are getting regular reports from law enforcement and NDOT's District 3 Engineer in that area.

Governor Lombardo then asked if it was less of a roadway issue and more of a reservoir issue.

Director Larkin Thomason responded that it was more of a reservoir issue, but it has over topped the roadway there and NDOT continues to watch where it has crossed over to see if there is any damage at that point. Director Larkin Thomason continued that it is regularly inspected to make sure it's safe to continue, we have several emergency contracts out for immediate repairs, and then continued repairs going out as the year progresses.

Governor Lombardo noted that I-80 was not included in NDOT's list of observed wrong-way areas.

Darin Tedford, NDOT Deputy Director, explained that NDOT began the study of the wrong-way driver system in the north and as such, has established an extensive system in that part of the state. Mr. Tedford indicated that the project is expanding to the south and is in the beginning stages of prioritizing where the systems need to be installed.

Director Larkin Thomason added that NDOT will continue to keep moving forward with the Wrong-Way Driver Alert Systems as it has an 85% rate of success, and one of the major tools that NDOT uses.

Director Larkin Thomason concluded by recognizing NDOT retiree Cecilia Whited, who retired in December with all 25 years of her state service with NDOT.

5. **Consideration of Approval of the March 13, 2023, Nevada Department of Transportation Board of Directors Meeting Minutes.** – *For possible action*

Motion: Approve the March 13, 2023, Nevada Department of Transportation Board of Directors Meeting Minutes
By: Member Gary Perea
Vote: Passed. Justin Kalb abstained



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SEC .2. CONSENT AGENDA: Items No. 6 through No. 19

Governor Lombardo explained that items 6 through 19 will be taken together unless any of the Board members wish to hear an item separately.

Contracts over \$5,000,000 from February 10, 2023, through March 9, 2023

6. Contract 3966, Project No. NHP-095-A(016), on US 95A, from US 95 to east of Pete Hendrichs Road, with ROAD AND HIGHWAY BUILDERS, LLC, to coldmill and place plantmix bituminous surface with open grade, Lyon and Mineral Counties, Nevada. – *For possible action*

Agreements over \$300,000 from February 10, 2023, through March 9, 2023

7. Agreements with, HORROCKS ENGINEERS, INC., STANTEC CONSULTING SERVICES, INC., JACOBS ENGINEERING GROUP, HNTB CORPORATION, and ATKINS NORTH AMERICA, INC., for on-call structural design services, statewide, Nevada. – *For possible action*
 8. Agreement 437-22-015, with C.A. GROUP, INC., for consultant support services to prepare an I-15 South Corridor Study between California/Nevada Stateline and the Sloan Interchange, Clark County, Nevada – *For possible action*
 9. Agreement 489-22-040, with DIVERSIFIED CONSULTING SERVICES, to provide construction engineering services by augmenting Crews 912 and 918 for Contracts 3936, 3939, and NHP-080-5(042), Eureka and Elko Counties, Nevada. – *For possible action*
 10. Agreement 492-22-816, with KIMLEY-HORN AND ASSOCIATES, INC., for the continuation of the Strategic Highway Safety Plan (SHSP) implementation, statewide, Nevada – *For possible action*
 11. Agreements with, KIMLEY HORN AND ASSOCIATES, INC., ATKINS NORTH AMERICA, INC., ARCADIS U.S., INC., C.A. GROUP, INC., and WOOD RODGERS, INC., for on-call support for the Highway Safety Improvement Program (HSIP), statewide, Nevada – *For possible action*
 12. Agreement 703-22-040, with HDR ENGINEERING, INC., for construction engineering services for full administration on US 95A for Contract 3966, Mineral and Lyon Counties, Nevada – *For possible action*
 13. Amendment 03, Agreement 411-19-016, with THE NARWHAL GROUP, for continued maintenance of the growing Intelligent Transportation Systems (ITS) infrastructure, and associated electrical systems, Clark, Nye, Esmeralda, and Lincoln Counties, Nevada. – *For possible action*
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Right-of-Way

14. Amended Condemnation Resolution No. 479, US 6, Tonopah, Nye County, MM Holdings, LLC, - 1 Owner, 3 Parcels. – *For possible action*
15. REL 22-08 -- Resolution of Relinquishment of the Eden Valley Road Bridge, Humboldt County, Nevada. – *For possible action*
16. RT 21-01A -- Relinquishment of SR 582, Boulder Highway, from the Wagon Wheel interchange to Tulip Falls Drive, Clark County, Nevada. – *For possible action*
17. SUR 18-19 - Relinquishment of a surplus parcel of land lying within Las Vegas, Clark County, Nevada. – *Informational item only*
18. SUR 21-01 - Disposal of a portion of Interstate 15, south of Oakey Boulevard, along Loch Lomond Way, in Las Vegas, Clark County, Nevada. – *Informational item only*

General Administration

19. Report on Informational 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*

Motion: Approve Consent Agenda Items 6 through 19
By: Member Stephen Ascuaga
Vote: Passed unanimously

END OF CONSENT AGENDA

SEC. 3. ITEMS TAKEN SEPARATELY FROM CONSENT AGENDA

There were no items taken separately from the consent agenda.



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SEC. 4. ADDITIONAL BUSINESS ITEMS

20. Presentation on land designation in southern Nevada. – *For possible action*

NDOT Deputy Director Darin Tedford, provided the Board with an overview of the High Occupancy Vehicle (HOV) plan from initial creation to present day. Deputy Director Tedford explained that the current study of HOV lanes by the Department is attempting to accurately measure the number of cars violating the two-plus requirement, a measurement that will inform the need for additional enforcement. Deputy Director Tedford further explained that the current HOV study is also looking at the effects of moving from 24 hours to limited hours, which are currently set at 5:00 a.m. to 10:00 p.m. Deputy Director Tedford indicated that the Department has the ability to further revise the hours and continue to analyze the traffic flow, and as requested, the Department has developed and analyzed three options for the future of the HOV system in Las Vegas: Option 1, to convert the HOV lanes to general purpose lanes open to all traffic; Option 2, convert the HOV system to express lanes open to all with limited access in and out; and Option 3, to further reduce the hours of two-plus occupants and work with law enforcement to improve compliance. Deputy Director Tedford explained that Options 1 and 2 would require NEPA studies, whereas Option 3 could be implemented merely by changing the physical and electronic signs. Deputy Director Tedford informed the Board of NDOT's recommendation to move forward with Option 3, which can likely be implemented within a month's time.

Member Gary Perea indicated that he is in favor of Option 3 as a starting point and noted the importance of ensuring emergency vehicle access to HOV lanes.

Deputy Director Tedford noted that this would be part of NDOT's coordination with TIM (Traffic Incident Management) Coalition and the Freeway Surface Patrol in Las Vegas.

Controller Andy Matthews asked if there was a general time estimate for the completion of Option 3.

Deputy Director Tedford stated that this could occur within a month depending on the coordination with our District Maintenance group. Deputy Director Tedford continued that NDOT has two sign shops to make smaller scale fixes for signs, and coordination setting up the traffic control timing. Deputy Director Tedford informed the Board that NDOT previously switched signage in October and with our District forces were able to complete the change over in two evenings.

Governor Lombardo asked if there is currently a study in place regarding HOV for Northern Nevada.

Deputy Director Tedford indicated that there aren't currently any studies taking place on HOV in the north due to the number of lanes available and the traffic volumes.



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Governor Lombardo asked as part of Option 3, if there has been discussion with the Nevada State Police regarding improving enforcement.

Deputy Director Tedford answered that based on direction from the Board, that would be one of the first steps if change is directed, coordinating with Nevada State Police to understand the enforcement windows being shorter, and the possibility of their limited resources being directed during those time periods for improved enforcement.

Member Stephen Ascuaga agreed that Option 3 made sense and asked if there are weekend hours for the HOV planned or just for midweek.

Deputy Director Tedford noted that this has not yet been decided but can be explored if directed by the Board in a motion or by NDOT in its current traffic study.

Lt. Governor Anthony noted that he has never been a fan of HOV lanes and indicated that from his interaction with the public, they also are not interested in having these HOV lanes. The Lt. Governor further noted that the implementation of these lanes did not have the desired effect of changing behavior as was intended. As such, Lt. Governor Anthony expressed his support for Option 3.

Governor Lombardo asked if Legal Council was present and asked in consideration of Lt. Governor Anthony's motion and Member Ascuaga, does a study need to take place on the hours requested.

Deputy Director Tedford stated that per the motion NDOT could implement the hours and the study could analyze if they're appropriate based on traffic volumes.

Governor Lombardo asked Lt. Governor Anthony if he wanted to define the hours in the motion or implement on the conclusion of the study.

Lt. Governor Anthony noted that prior to 24-Hour HOV lanes, it was 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m. and with that background could reduce the hours by one hour and still be appropriate. Lt. Governor Anthony continued that NDOT could make this change within the next 30 days with Board approval and have time to conduct a study whether or not the state should move forward with the elimination of HOV lanes.

Governor Lombardo asked if the independent study with FHWA needed to be included as part of the motion or can the Board director NDOT to proceed without a motion.



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Chief Deputy Attorney General Lori Story stated that it would be an item of action and a motion is needed to have a vote. Chief Deputy Story continued that they could be taken separately.

Governor Lombardo stated that they would take the motions separately and asked if Lt. Governor Anthony would be okay with that option.

Lt. Governor Anthony agreed with the decision to take the motions separate.

Member Gary Perea wanted to make note that whatever was decided it would not have an impact on Federal funding in the future.

Deputy Director Tedford assured the Board that Member Perea's concerns on Federal funding was one of NDOT's main priorities.

Motion: To reduce the hours of operation in HOV lanes in Nevada from 6:00 to 8:00 a.m. and 4:00 to 6:00 p.m. on Monday through Friday within the next 30 days

By: Lt. Governor Stavros Anthony

Vote: Passed unanimously

Motion: To continue on with Option 1 and study whether or not the state should move forward with eliminating HOV lanes entirely

By: Lt. Governor Stavros Anthony

Vote: Passed unanimously

21. **Executive Session:** Receive information from legal counsel regarding potential and existing litigation involving a matter over which the Transportation Board of Directors has supervision, control, jurisdiction, or advisory power and to deliberate toward a decision on the matter (Note: This item may be closed to the public pursuant to NRS 241.015(3)(b)(2) in order to discuss legal matters.). – *For possible action*

There was no executive session.

22. **Public Comment:** A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No vote may be taken upon a matter not listed on the posted agenda. Comments will be limited to three minutes. Please clearly state your name and SPELL your last name for the record. If any of the Board wishes to extend the length of a presentation, this will be done by the Chair, or the Board by majority vote.
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Elizabeth Lernhardt, Zephyr Cove, discussed the Highway 50 East Shore Plan, indicated her agreement for the necessity of improvements but her disagreement with the proposed bike lane. Ms. Lernhardt discussed her lack of support of narrowing the road from a four-lane to a two-lane road, noting that this would cause gridlock and congestion and not benefit local business as well as compromise safety. Ms. Lernhardt reminded the Board of the tragedy in Paradise, California that overtook 85 people in flames who were not able to escape the area two years after a road diet, similar to that planned for Highway 50, was implemented.

Director Larkin Thomason noted that a comment had been received from Ms. Lernhardt earlier in the week and added to public record.

Governor Lombardo requested that the Board receive deployment numbers from state police and hours of operation within the study taking place on HOV lanes in the interest of ensuring that enforcement actually makes a difference.

23. Adjournment

Governor Lombardo adjourned the April 10, 2023, Nevada Department of Transportation Board of Directors Meeting.



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9:30 AM

Public Comment received by 4:00 P.M. (Pacific Time) on the business day prior to the meeting.

Ken Smith 4/5/2023: I'm giving this written statement in regard to HOV lanes in Las Vegas. The HOV experiment that has been going on for nearly four years on I-15 and 16 years along US 95 has been a total failure. As a long time Television traffic reporter covering traffic congestion and chokepoints, I believe it's time to remove the HOV lanes. My job requires me to observe traffic cameras around the Las Vegas valley for 5 hours a day, five days a week and what I continue to observe is little use of those HOV lanes. The double HOV lane in particular on I-15 between Sahara and US 95 is a complete waste of space and should be removed. Another thing that disturbed me as a taxpaying resident was the arbitrary change restricting HOV lanes from Peak commute hours Monday through Friday to a 24/7 enforcement without any public comment or traffic study. The bottom line is HOV lanes have been such an abysmal failure, many states including California and Utah have converted HOV lanes into Toll lanes for the purpose of filling up the under utilized HOV Lane with single occupant drivers. That shows how HOV experiment is failing us all and it's time to make a change. I plead to this NDOT board to end the failed HOV experiment and convert all existing HOV lanes back to General purpose lanes. I also would like to see the elimination of any future plans to add HOV lanes in Las Vegas. If eliminating HOV is not possible, reduce the hours of operation to the bare minimum to satisfy the federal Highway administration. The federal government does NOT have any requirements on the hours of HOV operation. That leaves setting the hours of HOV operation entirely at the discretion of the NDOT board of directors, the NDOT director or the Governor. Nobody carpools to work as we all live our own lives and work various shifts where carpooling is simply not a viable option. Ironically, our 24/7 city means carpooling simply doesn't work. Thank You for your time and listening.
Sincerely, Ken Smith, 602.369.1800

Public Comment received after 4:00 P.M. (Pacific Time) on the business day prior to the meeting and prior to 5:00 P.M. (Pacific Time) on the day of the meeting.

Elisabeth Lernhardt 4/8/2023: My comment is on the Highway 50 East shore plan. As, much as I agree that improvements are necessary and appreciated. When it comes to the East shore. a bike lane is not part of it. Since 89% of the Tahoe Basin is public land, there should be no problem finding a conflict-free solution for a bike path far away from a busy federal highway! Given, that there are 600 miles of bike/hike paths in the basin, according to TRPA'S trails plan. I do not see the necessity to take lanes away from the only 4-lane highway crossing through it. And when it comes to improving commerce, causing gridlock and congestion on Highway 50 will certainly not benefit local businesses. When it comes to improving safety, the NDOT data clearly state, that a 4-lane road is safer than a 2-lane one. As a matter of fact 9 times safer! But surprisingly NDOT has removed that report by Kimley Horn from its webpage. The other problem with mixing pedestrians, bikers, and motor vehicles is user conflict. Intersections are the third cause of fatalities



Nevada Department of Transportation

Board of Directors • Meeting Minutes

April 10, 2023

9:30 AM

in Nevada. 25 % of fatal crashes are pedestrian crashes. With 40% occurring close to a crosswalk or sidewalk. These statistics should be self-evident. But if you need a practical course on how this plays out, I recommend visiting the Stateline casino corridor on a holiday weekend. So why are you proposing more of these casualties , by placing pedestrians and bikers next to U50? As to safety, the number one concern of residents is fire evacuation. We all remember the Caldor fire and the long lines and hours it took to leave the basin. Highway 50 was the main escape route. We do not want to repeat the same scenario as the town of Paradise CA in 2018! Where 85 persons were burnt alive in their cars being overtaken by the flames only 2 years after the town implemented the Road Diet! Why is NDOT planning more public outreach? These basic facts are not going to change! Get creative and find another solution. The TRPA Cascade to Meeks trail shows it is possible. And what about a post-impact study on the Sand Harbor to Incline trail? Does it really decrease motor vehicle traffic? The incline residents don't think so! It just redirects parking to their neighborhoods at Mill Creek, because of overflow problems from the Bonanza lot.

Sincerely, Elisabeth Lernhardt, Zephyr Cove NV

James Johnston 4/10/2023: I support removing HOV lanes immediately. NDOT and RTC use the AI on Project Neon and NHP nefariously. Creating congestion with HOV and the AI in hopes people carpool or use the bus is wrong. Parking an empty NHP squad cars with red & blue lights on to see if people slow down is for the AI to see if people fear the police which is wrong. We need people to trust police not run PSYOPS to play with fear. We need to teach people to trust police not fear them. NDOT should be investigating for misleading the public and misuse of tax dollars. Our state flower is a road cone and traffic is terrible because they never build anything to meet capacity. Their PR team lies to the public and is not transparent. We need contractors to work weekend and nights. The laziness of the project managers is visible. I15 TROP could have more workers and I get mad every day when I drive by and people are barely working. Just like project Neon, I15Trop will not meet the needs of our community and will make us miserable for almost 2 years. We can't trust anyone in Transportation please audit and restaff.

Jon Licata 4/10/2023: HOV has created congestion not helped it. Las Vegas is not an HOV kind of town and NDOT would eventually turn it into a toll lane unless you have a green car then they'll add a bonus and let you use HOV lane. NDOT is not managing projects well and seem to be wasting our time. Why are there so many projects with no workers? Project should not begin until projects are fully staffed and working 24/7. You've failed to respect us by shady projects management. NDOT cannot be trusted and should be audited. They get away with approving to many stupid projects wasting millions.



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

MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors
FROM: Tracy Larkin Thomason, P.E., Director
SUBJECT: May 8, 2023 | Transportation Board of Directors Meeting
ITEM # 5: Contract 3969, Project No. SPSR-0375(007), on SR 375, with W. W. CLYDE & CO., for 2 inch overlay, Lincoln County, Nevada. – *For possible action*

Summary:

March 23, 2023, at 2:30 PM, the following bids were opened for Contract 3969, Project No. SPSR-0375(007), on SR 375, with W. W. Clyde & Co., for 2 inch overlay, Lincoln County, Nevada.

W. W. Clyde & Co.....	\$11,340,000.00
Road and Highway Builders, LLC.....	\$13,222,222.00
Engineer’s Estimate.....	\$8,271,119.45

List of Attachment(s):

- A. Concurrence in Award Memorandum
- B. Unofficial Bid Results
- C. Small Business Enterprise (SBE) Goal
- D. Bid Review and Analysis Team (BRAT) Summary Report

Recommendation for Board Action:

Award Contract 3969, to W. W. CLYDE & CO., in the amount of \$11,340,000.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM
Administrative Services

April 5, 2023

To: Tracy Larkin Thomason, P.E., Director
Sajid Sulahria, Assistant Director, Engineering
Jenica Keller, Assistant Director, Operations

From: Teresa Schlaffer, Deputy Chief, Administrative Services



Subject: Concurrence in Award for Contract No. 3969, Project No. SPSR-0375(007), on SR 375, in Lincoln County, described as: 2 inch overlay. The Engineer's Estimate is \$8,271,119.45.

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

Bid proposals were opened on March 23, 2023. W.W. Clyde & Co. is the apparent low bidder at \$11,340,000.00 and they submitted a properly executed proposal, bid bond, and anti-collusion affidavit. The second low bidder is Road and Highway Builders LLC with a bid of \$13,222,222.00.

The project is State funded, required 7.00% SBE participation, and Bidder's Preference was applied but did not affect the successful contractor's ranking.

The subcontractor and supplier listings submitted by W.W. Clyde & Co. have been reviewed and confirmed by Contract Services. The SBE information submitted by W.W. Clyde & Co. has been reviewed and certified by the External Civil Rights office. W.W. Clyde & Co. has met the required SBE participation with a 7.04% 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 Co-Chairs have provided their 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 approval of the award at the May 2023 Transportation Board meeting.

Concurrence to award:

DocuSigned by:
Sajid Sulahria
Sajid Sulahria, Assistant Director

DocuSigned by:
Jenica Keller
Jenica Keller, Assistant Director

DocuSigned by:
Tracy Larkin Thomason
Tracy Larkin Thomason, P.E., Director

- Attachments:
Unofficial Bid Results
SBE Sub Approval
BRAT Summary Report



Nevada Department of Transportation
Unofficial Bid Results
 March 23, 2023

Contract Number: 3969	Bid Opening Date and Time: 3/23/2023 2:30 PM
Designer: GREGORY MINDRUM	Liquidated Damages: \$8,000.00
Senior Designer:	Working Days: 45
Estimate Range: R28 \$7,950,000.01 to \$9,550,000	District: DISTRICT 1
Project Number: SPSR-0375(007)	

County: LINCOLN
Location: SR 375
Description: 2 inch overlay

	Actual Bid
Apparent Low Bidder: <u>W.W. Clyde & Co.</u>	<u>\$11,340,000.00</u>
Apparent 2nd: <u>Road and Highway Builders LLC</u>	<u>\$13,222,222.00</u>


Bidders:	Certificate of Eligibility	Actual Bid Amount
1 W.W. Clyde & Co. 869 North 1500 West Orem, UT 84057 (801) 802-6800	✓	\$11,340,000.00
2 Road and Highway Builders LLC 950 E Mustang Road Sparks, NV 89434 (775) 852-7283	✓	\$13,222,222.00



Attachment C
123 E Washington Ave.
Las Vegas, Nevada 89101
Phone: (775) 888-7497
Fax: (775) 888-7235

MEMORANDUM
External Civil Rights

March 30, 2023

To: Teresa Schlaffer, Deputy Chief, Administrative Services
From: Jess Lis, DBE Specialist ^{DS}
Subject: NDOT Bidder SBE Information – Contract no. 3969, SR 375, in LINCOLN County, to 2-inch overlay

Apparent low bid: \$11,340,000.00

The SBE information for SURFACE PREP & MAINTENANCE submitted by the apparent low bidder, W.W. Clyde & Co., Inc. has been received by External Civil Rights and we have concluded:

SURFACE PREP & MAINTENANCE holds an active State of Nevada business license, an active Nevada State Contractors Board license and is a Nevada certified SBE firm. SURFACE PREP & MAINTENANCE. is clear of State disqualification and Federal exclusion.

The SBE goal of 7.00% has been met with a 7.04% SBE committed participation by the apparent low bidder W.W. Clyde & Co.

The SBE firm is approved for this contract.

cc: Contract Services
External Civil Rights
Teri Lewis, SBE/DBE/Title VI Manager



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

MEMORANDUM
Administrative Services

April 4, 2023

To: Teresa Schlaffer, Deputy Chief, Administrative Services Division
From: Bid Review and Analysis Team
Subject: BRAT Summary Report for Contract No.: 3969


The Bid Review and Analysis Team (BRAT) met on April 4, 2023 to discuss bids for the above referenced contract. The following were in attendance:

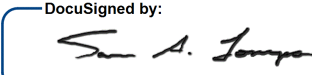
- Scott Hein, Chief Roadway Design Engineer
- Sam Lompa, Chief Construction Engineer
- Samih Alhwayek, Professional Engineer
- Tonia Andree, Professional Engineer
- Ryan Bennett, Associate Engineer
- Mark Caffaratti, Professional Engineer
- David Fox, Professional Engineer
- Guadalupe Lopez, Associate Engineer
- Greg Mindrum, Associate Engineer
- Vanessa Pickles, Program Officer
- Dante Sanguineti, Professional Engineer
- Kevin Strozzi, Highway Maintenance Supervisor
- Abid Sulahria, Professional Engineer
- Sierra Udey, Program Officer
- Michael West, Associate Engineer

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

The apparent lowest responsive bidder, W. W. Clyde & Co., submitted a bid which is 137.1% of the Engineer's Estimate. The BRAT recommends award of this contract.

Submitted:

DocuSigned by:

E7F2D4506AC848E...
Scott Hein, BRAT Co-Chair

DocuSigned by:

B55C00A8A04F48E...
Sam Lompa, BRAT Co-Chair

cc: Attendees
Lori Story, Legal
Design Admin

Bid Tabulation

March 23, 2023

Contract No.: 3969
Description: 2 inch overlay
Location: SR 375
Bid Opening: March 23, 2023

Project No.: SPSR-0375(007)
Project Id: 69941
County: Lincoln
Range: R28 (\$7,950,000.01 to \$9,550,000.00)
Working: 45 days

Item No.	Quantity	Unit	Description	Engineer's Estimate		W.W. Clyde & Co.		Road and Highway Builders LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2000100	20.000	HOURL	SURVEY CREW	\$250.00	\$5,000.00	\$350.00	\$7,000.00	\$150.00	\$3,000.00
2020985	422,400.000	SQYD	REMOVAL OF BITUMINOUS SURFACE (SPECIAL)	\$1.00	\$422,400.00	\$2.35	\$992,640.00	\$2.00	\$844,800.00
2020990	1,066.700	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$5.00	\$5,333.50	\$10.00	\$10,667.00	\$2.00	\$2,133.40
2021120	2.000	EACH	REMOVAL OF CATTLE GUARD	\$15,000.00	\$30,000.00	\$10,000.00	\$20,000.00	\$5,000.00	\$10,000.00
2060110	18.700	CUYD	STRUCTURE EXCAVATION	\$250.00	\$4,675.00	\$450.00	\$8,415.00	\$150.00	\$2,805.00
3020140	16.000	CUYD	TYPE 1 CLASS B AGGREGATE BASE	\$150.00	\$2,400.00	\$700.00	\$11,200.00	\$100.00	\$1,600.00
3070100	31,211.000	TON	SHOULDERING MATERIAL	\$25.00	\$780,275.00	\$33.00	\$1,029,963.00	\$15.00	\$468,165.00
4020180	47,708.000	TON	PLANTMIX SURFACING (TYPE 2) (WET)	\$115.00	\$5,486,420.00	\$147.50	\$7,036,930.00	\$190.00	\$9,064,520.00
4030100	30.000	MILE	MILLED RUMBLE STRIPS	\$1,000.00	\$30,000.00	\$650.00	\$19,500.00	\$1,200.00	\$36,000.00
4060120	18.000	SQYD	PRIME COAT	\$1.00	\$18.00	\$85.00	\$1,530.00	\$70.00	\$1,260.00
4070240	10.000	TON	SAND BLOTTER	\$100.00	\$1,000.00	\$225.00	\$2,250.00	\$70.00	\$700.00
6170780	2.000	EACH	28-FOOT PRECAST CATTLE GUARD	\$30,000.00	\$60,000.00	\$70,000.00	\$140,000.00	\$60,000.00	\$120,000.00
6190200	324.000	EACH	GUIDE POSTS (RIGID)	\$70.00	\$22,680.00	\$70.00	\$22,680.00	\$80.00	\$25,920.00
6190280	115.000	EACH	OBJECT MARKERS, TYPE 3	\$150.00	\$17,250.00	\$180.00	\$20,700.00	\$200.00	\$23,000.00
6240130	1.000	FA	UNIFORMED TRAFFIC CONTROL OFFICER	\$77,000.00	\$77,000.00	\$77,000.00	\$77,000.00	\$77,000.00	\$77,000.00
6240140	45.000	DAY	TRAFFIC CONTROL SUPERVISOR	\$1,200.00	\$54,000.00	\$815.00	\$36,675.00	\$1,000.00	\$45,000.00
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$250,000.00	\$250,000.00	\$390,000.00	\$390,000.00	\$850,000.00	\$850,000.00
6270190	362.660	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$150.00	\$54,399.00	\$110.00	\$39,892.60	\$200.00	\$72,532.00
6280120	1.000	LS	MOBILIZATION	\$751,919.95	\$751,919.95	\$1,124,181.65	\$1,124,181.65	\$1,250,271.60	\$1,250,271.60
6320920	60.000	MILE	EPOXY PAVEMENT STRIPING (6-INCH SOLID WHITE)	\$3,000.00	\$180,000.00	\$4,200.00	\$252,000.00	\$4,000.00	\$240,000.00
6320980	26.070	MILE	EPOXY PAVEMENT STRIPING (BROKEN YELLOW)	\$700.00	\$18,249.00	\$1,275.00	\$33,239.25	\$2,000.00	\$52,140.00
6321060	2.620	MILE	EPOXY PAVEMENT STRIPING (BROKEN YELLOW W/SOLID YELLOW)	\$3,000.00	\$7,860.00	\$4,200.00	\$11,004.00	\$4,000.00	\$10,480.00
6321080	1.310	MILE	EPOXY PAVEMENT STRIPING (DOUBLE SOLID YELLOW)	\$4,000.00	\$5,240.00	\$5,750.00	\$7,532.50	\$4,500.00	\$5,895.00
6370110	1.000	LS	TEMPORARY POLLUTION CONTROL	\$5,000.00	\$5,000.00	\$45,000.00	\$45,000.00	\$15,000.00	\$15,000.00
Totals:					\$8,271,119.45		\$11,340,000.00		\$13,222,222.00

Price Sensitivity March 23, 2023

Contract No.: 3969
Project No.: SPSR-0375(007)
Project Id: 69941
County: Lincoln
Range: R28 \$7,950,000.01 to \$9,550,000
Working: 45 days

RE: Samih Alhwayek
Designer: Gregory Mindrum

Engineer's Estimate	W.W. Clyde & Co.	Road and Highway Builders LLC	Diff. Between Low & 2nd	Diff Between EE & Low	Low Bid % of EE
\$8,271,119.45	\$11,340,000.00	\$13,222,222.00	\$1,882,222.00	\$3,068,880.55	137.1%

Item No.	Quantity	Unit	Description	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	Price & Quantity Check Comments
2020985	422400.000	SQYD	REMOVAL OF BITUMINOUS SURFACE (SPECIAL)	\$1.00	\$2.35	\$2.00	5,377,777.14	1273.1%	235.0%	Yes	EE OK / QTY OK
3070100	31211.000	TON	SHOULDERING MATERIAL	\$25.00	\$33.00	\$15.00	104,567.89	335.0%	132.0%	No	EE OK / QTY OK
4020180	47708.000	TON	PLANTMIX SURFACING (TYPE 2) (WET)	\$115.00	\$147.50	\$190.00	-44,287.58	-92.8%	128.3%	No	EE OK / QTY OK
6170780	2.000	EACH	28-FOOT PRECAST CATTLE GUARD	\$30,000.00	\$70,000.00	\$60,000.00	188.22	9411.1%	233.3%	Yes	EE OK / QTY OK
6240140	45.000	DAY	TRAFFIC CONTROL SUPERVISOR	\$1,200.00	\$815.00	\$1,000.00	-10,174.17	-22609.3%	67.9%	Yes	EE OK / QTY OK
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$250,000.00	\$390,000.00	\$850,000.00	N/A	N/A	156.0%	Yes	EE OK / QTY OK
6270190	362.660	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$150.00	\$110.00	\$200.00	-20,913.58	-5766.7%	73.3%	Yes	EE OK / QTY - See Add. Comments.
6280120	1.000	LS	MOBILIZATION	\$751,919.95	\$1,124,181.65	\$1,250,271.60	N/A	N/A	149.5%	No	Mob 10% - EE OK / QTY OK
6320920	60.000	MILE	EPOXY PAVEMENT STRIPING (6-INCH SOLID WHITE)	\$3,000.00	\$4,200.00	\$4,000.00	9,411.11	15685.2%	140.0%	No	EE OK / QTY OK

Additional Comments: The BRAT has reviewed the Contract; one slight change in quantities - Bid Item 6270190. The correct quantity should be 372.66 sqft. This appears to be a simple typo. Engineer's estimate prices may have been low for the remote location of this project. **Recommend to Award**

Purpose and Need of Project: This is a maintenance project on SR 375 in Lincoln County. It has been over 30 years since any plantmix rehabilitation has been done on this route. This project is part of the Department's commitment to improve the performance measures on our Category 5 (low-volume) highways. This is a profile mill with overlay, a very common treatment in our pavement preservation program.



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

MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors
FROM: Tracy Larkin Thomason, P.E., Director
SUBJECT: May 8, 2023 | Transportation Board of Directors Meeting
ITEM # 6: Contract 3973, Project No. NHP-580-1(035), on I-580, from Mount Rose interchange to 0.131 miles north of Thomas Creek, with Q & D CONSTRUCTION, LLC, for cold mill, place plantmix bituminous surface with open grade, profile grind, and seal joints, Washoe County, Nevada. – For possible action

Summary:

March 23, 2023, at 2:00 PM, the following bids were opened for Contract 3973, Project No. NHP-580-1(035), on I-580, from Mount Rose interchange to 0.131 miles north of Thomas Creek, Washoe County, for cold mill, place plantmix bituminous surface with open grade, profile grind, and seal joints.

Q & D Construction, LLC.....	\$21,722,000.00
Granite Construction Company.....	\$28,478,478.00
Eningeer’s Estimate.....	\$21,032,892.98

List of Attachment(s):

- A. Concurrence in Award Memorandum
- B. Unofficial Bid Results
- C. Disadvantaged Business Enterprise (DBE) Goal
- D. Bid Review and Analysis Team (BRAT) Summary Report

Recommendation for Board Action:

Award Contract 3973, to Q & D CONSTRUCTION, LLC, in the amount of \$21,722,000.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM
Administrative Services

April 5, 2023

To: Tracy Larkin Thomason, P.E., Director
 Sajid Sulahria, Assistant Director, Engineering
 Jenica Keller, Assistant Director, Operations

From: Teresa Schlaffer, Deputy Chief, Administrative Services

Subject: Concurrence in Award for Contract No. 3973, Project No. NHP-580-1(035), on I-580, from Mount Rose Interchange to 0.131 miles North of Thomas Creek, in Washoe County, described as: cold mill, place plantmix bituminous surface with open grade, profile grind, and seal joints. The Engineer's Estimate is \$21,032,892.98.

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

Bid proposals were opened on March 23, 2023. Q & D Construction LLC is the apparent low bidder at \$21,722,000.00 and they submitted a properly executed proposal, bid bond, and anti-collusion affidavit. The second low bidder is Granite Construction Company with a bid of \$28,478,478.00.

The project is Federally funded, required 7.00% DBE participation, and is not subject to State Bidder Preference provisions.

The subcontractor and supplier listings submitted by Q & D Construction LLC have been reviewed and confirmed by Contract Services. The DBE information submitted by Q & D Construction LLC has been reviewed and certified by the External Civil Rights office. Q & D Construction LLC has met the required DBE participation with a 7.63% commitment. The bid is within the Engineer's Estimate Range, and a copy of the Unofficial Bid Results report is attached for your reference. The BRAT Co-Chairs have provided their 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 May 2023 meeting.

Concurrence in award:

DocuSigned by:

 52BEA9236DD14C4

Sajid Sulahria, Assistant Director

DocuSigned by:

 D44A818E2DDB447

Jenica Keller, Assistant Director

DocuSigned by:

 832024E0309041F

Tracy Larkin Thomason, P.E., Director

Enclosures:
 Unofficial Bid Results
 DBE Sub Approval
 BRAT Summary Report



Nevada Department of Transportation
Unofficial Bid Results
 March 23, 2023

Contract Number: 3973	Bid Opening Date and Time: 3/23/2023 2:00 PM
Designer: Bianca Saavedra	Liquidated Damages: \$4,500.00
Senior Designer: TYLER WOOD	Working Days: 130
Estimate Range: R33 \$20,000,000.01 to \$23,500,000	District: DISTRICT 2
Project Number: NHP-580-1(035)	

County: WASHOE

Location: I-580, from Mount Rose Interchange to 0.131 miles North of Thomas Creek

Description: cold mill, place plantmix bituminous surface with open grade, profile grind, and seal joints

	Actual Bid
Apparent Low Bidder: <u>Q & D Construction LLC</u>	<u>\$21,722,000.00</u>
Apparent 2nd: <u>Granite Construction Company</u>	<u>\$28,478,478.00</u>

Bidders:	Actual Bid Amount
1 Q & D Construction LLC 1050 South 21st Street Sparks, NV 89431 (775) 786-2677	\$21,722,000.00
2 Granite Construction Company 585 West Beach Street Watsonville, CA 95076 (831) 724-1011	\$28,478,478.00



Attachment C
123 E. Washington Ave.
Las Vegas, Nevada 89101
Phone: (775) 888-7497
Fax: (775) 888-7235

MEMORANDUM
External Civil Rights

March 30, 2023

To: Teresa Schlaffer, Deputy Chief, Administrative Services

From: Jess Lis, DBE Specialist

^{ds}


Subject: NDOT Bidder DBE Information – Contract no. 3973, I-580, from Mount Rose Interchange to 0.131 miles North of Thomas Creek, in WASHOE County, cold mill, place plantmix bituminous surface with open grade, profile grind, and seal joints

Apparent low bid: \$21,722,000.00

The DBE information for SURFACE PREP & MAINTENANCE, KELLEY EROSION CONTROL INC, Tungsten Engineering Contractors, K & K CONSTRUCTION SUPPLY INC, MasterSpec Materials, and Carlo Lachmansingh Sales Inc, submitted by the apparent low bidder, Q & D Construction LLC, has been received by External Civil Rights and we have concluded:

SURFACE PREP & MAINTENANCE, KELLEY EROSION CONTROL INC, Tungsten Engineering Contractors, K & K CONSTRUCTION SUPPLY INC, MasterSpec Materials, and Carlo Lachmansingh Sales Inc, hold active State of Nevada business licenses and are Nevada certified DBE firms. Additionally, SURFACE PREP & MAINTENANCE, KELLEY EROSION CONTROL INC, Tungsten Engineering Contractors, holds an active Nevada State Contractors Board license. All firms are clear of State disqualification and Federal exclusion.

The DBE goal of 7.5.0% has been met with a 7.63 % DBE committed participation by the apparent low bidder Q & D Construction LLC.

The DBE firms are approved for this contract.

cc: Contract Services
Contract Compliance
Teri Lewis, SBE/DBE/Title VI Manager



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

MEMORANDUM
Administrative Services

April 4, 2023

To: Teresa Schlaffer, Deputy Chief, Administrative Services Division

From: Bid Review and Analysis Team

Subject: BRAT Summary Report for Contract No.: 3973

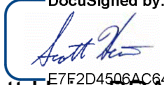
The Bid Review and Analysis Team (BRAT) met on April 4, 2023 to discuss bids for the above referenced contract. The following were in attendance:

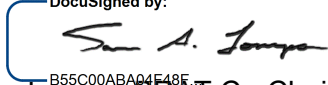
Scott Hein, Chief Roadway Design Engineer
Sam Lompa, Chief Construction Engineer
Samih Alhwayek, Professional Engineer
Tonia Andree, Professional Engineer
Ryan Bennett, Associate Engineer
Mark Caffaratti, Professional Engineer
Nicholas DiCianno, Associate Engineer
David Fox, Professional Engineer
Guadalupe Lopez, Associate Engineer
Eric MacGill, Associate Engineer
Kevin Maxwell, Professional Engineer
Greg Mindrum, Associate Engineer
Vanessa Pickles, Program Officer
Bhupinder Sandhu, Professional Engineer
Bianca Saavedra, Associate Engineer
Dante Sanguineti, Professional Engineer
Kevin Strozzi, Highway Maintenance Supervisor
Abid Sulahria, Professional Engineer
Sierra Udey, Program Officer
Shaun Wang, Professional Engineer
Michael West, Associate Engineer
Tyler Wood, Associate Engineer
Thomas Young, Professional Engineer

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

The apparent lowest responsive bidder, Q & D Construction LLC, submitted a bid which is 103.3% of the Engineer's Estimate. The BRAT recommends award of this contract.

Submitted:

DocuSigned by:

E7E2D4506AC6488
Scott Hein, BRAT Co-Chair

DocuSigned by:

B55C00ABA04E48F
Sam Lompa, BRAT Co-Chair

cc: Attendees
Lori Story, Legal
Design Admin

Bid Tabulation

March 23, 2023

Attachment D

Contract No.: 3973
Description: cold mill, place plantmix bituminous surface with open grade, profile grind, and seal joints
Location: I-580, from Mount Rose Interchange to 0.131 miles North of Thomas Creek
Bid Opening: March 23, 2023

Project No.: NHP-580-1(035)
Project Id: 69975
County: Washoe
Range: R33 (\$20,000,000.01 to \$23,500,000.00)
Working: 130 days

Item No.	Quantity	Unit	Description	Engineer's Estimate		Q & D Construction LLC		Granite Construction Company	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1100050	400.000	HOUR	TRAINING	\$0.80	\$320.00	\$0.80	\$320.00	\$0.80	\$320.00
2000100	10.000	HOUR	SURVEY CREW	\$300.00	\$3,000.00	\$175.00	\$1,750.00	\$280.00	\$2,800.00
2020120	39,366.000	SQFT	REMOVAL OF PORTION OF BRIDGE DECK	\$2.00	\$78,732.00	\$1.35	\$53,144.10	\$9.23	\$363,348.18
2020160	3,187.000	LINFT	REMOVAL OF EXPANSION JOINTS	\$75.00	\$239,025.00	\$17.00	\$54,179.00	\$123.75	\$394,391.25
2020345	3,476.000	SQYD	REMOVE CONCRETE SURFACE (COLD MILLING)	\$45.00	\$156,420.00	\$20.50	\$71,258.00	\$116.00	\$403,216.00
2020400	701.000	LINFT	REMOVAL OF CONCRETE BARRIER RAIL	\$60.00	\$42,060.00	\$52.00	\$36,452.00	\$200.00	\$140,200.00
2020625	1.000	EACH	REMOVE EMBANKMENT PROTECTOR	\$1,500.00	\$1,500.00	\$1,315.00	\$1,315.00	\$4,500.00	\$4,500.00
2020744	15.000	LINFT	REMOVAL OF PIPE	\$100.00	\$1,500.00	\$500.00	\$7,500.00	\$230.00	\$3,450.00
2020841	1.000	LS	RESET BOULDERS	\$1,000.00	\$1,000.00	\$5,600.00	\$5,600.00	\$5,000.00	\$5,000.00
2020895	154.000	EACH	REMOVE LIGHTING FIXTURES	\$225.00	\$34,650.00	\$245.00	\$37,730.00	\$245.00	\$37,730.00
2020900	33.000	EACH	REMOVE SIGN LIGHTING FIXTURE	\$250.00	\$8,250.00	\$282.00	\$9,306.00	\$282.00	\$9,306.00
2020925	17.000	EACH	REMOVAL OF PULL BOX	\$300.00	\$5,100.00	\$232.00	\$3,944.00	\$232.00	\$3,944.00
2020935	57.400	CUYD	REMOVAL OF COMPOSITE SURFACE	\$180.00	\$10,332.00	\$850.00	\$48,790.00	\$510.00	\$29,274.00
2020990	55,337.510	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$3.50	\$193,681.29	\$7.00	\$387,362.57	\$10.00	\$553,375.10
2020995	1,660.130	SQYD	REMOVAL OF BITUMINOUS SURFACE (MISCELLANEOUS COLD MILLING)	\$5.00	\$8,300.65	\$4.00	\$6,640.52	\$14.00	\$23,241.82
2021035	1.000	EACH	REMOVAL OF MANHOLE	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,900.00	\$3,900.00
2021231	70.000	LINFT	REMOVAL OF SLOTTED DRAIN	\$60.00	\$4,200.00	\$35.00	\$2,450.00	\$500.00	\$35,000.00
2021287	234,169.000	LINFT	GRINDING FOR PAVEMENT MARKINGS	\$0.50	\$117,084.50	\$1.50	\$351,253.50	\$1.50	\$351,253.50
2030140	3,268.700	CUYD	ROADWAY EXCAVATION	\$65.00	\$212,465.50	\$63.00	\$205,928.10	\$70.00	\$228,809.00
2030230	1,526.400	CUYD	BORROW EMBANKMENT	\$40.00	\$61,056.00	\$88.00	\$134,323.20	\$62.00	\$94,636.80
2030360	12,630.020	SQYD	BASE PREPARATION	\$5.00	\$63,150.10	\$2.50	\$31,575.05	\$3.00	\$37,890.06
2030550	0.760	STA	V-TYPE DITCHES	\$3,000.00	\$2,280.00	\$650.00	\$494.00	\$900.00	\$684.00
2060110	19.000	CUYD	STRUCTURE EXCAVATION	\$125.00	\$2,375.00	\$130.00	\$2,470.00	\$730.00	\$13,870.00
2070110	12.900	CUYD	GRANULAR BACKFILL	\$150.00	\$1,935.00	\$220.00	\$2,838.00	\$128.00	\$1,651.20
2110160	2,133.000	SQYD	SEEDING	\$4.00	\$8,532.00	\$6.00	\$12,798.00	\$6.00	\$12,798.00
2120045	4,102.000	SQYD	PAINTING	\$25.00	\$102,550.00	\$51.00	\$209,202.00	\$39.07	\$160,265.14
2120050	4,331.000	SQFT	DETAIL PAINTING	\$40.00	\$173,240.00	\$29.50	\$127,764.50	\$53.04	\$229,716.24
2120801	1,391.000	SQYD	DECORATIVE ROCK (TYPE A)	\$60.00	\$83,460.00	\$27.00	\$37,557.00	\$23.00	\$31,993.00
2120802	800.000	SQYD	DECORATIVE ROCK (TYPE B)	\$50.00	\$40,000.00	\$31.00	\$24,800.00	\$35.00	\$28,000.00
3020140	840.160	CUYD	TYPE 1 CLASS B AGGREGATE BASE	\$100.00	\$84,016.00	\$175.00	\$147,028.00	\$160.00	\$134,425.60
4020100	2,946.000	SQYD	PLANTMIXING MISCELLANEOUS AREAS	\$20.00	\$58,920.00	\$10.00	\$29,460.00	\$12.00	\$35,352.00
4020190	10,819.140	TON	PLANTMIX SURFACING (TYPE 2C) (WET)	\$110.00	\$1,190,105.40	\$163.00	\$1,763,519.82	\$250.00	\$2,704,785.00
4030110	2,666.660	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$140.00	\$373,332.40	\$220.00	\$586,665.20	\$310.00	\$826,664.60
4060120	14,937.290	SQYD	PRIME COAT	\$1.25	\$18,671.61	\$0.50	\$7,468.65	\$3.00	\$44,811.87
4090310	10,799.850	LINFT	SAW LONGITUDINAL WEAKENED PLANE JOINTS	\$5.00	\$53,999.25	\$2.00	\$21,599.70	\$3.80	\$41,039.43
4090330	378,843.470	LINFT	SAW AND RESEAL JOINTS	\$5.00	\$1,894,217.35	\$5.45	\$2,064,696.91	\$7.00	\$2,651,904.29
4090350	9,574.890	LINFT	SAW TRANSVERSE WEAKENED PLANE JOINTS	\$5.00	\$47,874.45	\$2.65	\$25,373.46	\$3.80	\$36,384.58
4090680	214,392.000	SQYD	GRIND CONCRETE PAVEMENT	\$11.58	\$2,482,659.36	\$8.00	\$1,715,136.00	\$10.85	\$2,326,153.20
4090730	1,620.000	SQFT	REPAIR CONCRETE SLAB	\$35.00	\$56,700.00	\$150.00	\$243,000.00	\$200.00	\$324,000.00
4960130	17,212.220	SQYD	BRIDGE DECK PREPARATION AND CONCRETE PLACEMENT	\$80.00	\$1,376,977.60	\$79.50	\$1,368,371.49	\$120.00	\$2,065,466.40
4960160	3,279,272.250	POUND	POLYMER CONCRETE AGGREGATE	\$0.50	\$1,639,636.13	\$0.34	\$1,114,952.57	\$0.45	\$1,475,672.51
4960170	459,098.280	POUND	POLYMER CONCRETE RESIN	\$3.00	\$1,377,294.84	\$2.47	\$1,133,972.75	\$4.00	\$1,836,393.12
4970100	22,354.000	SQYD	BRIDGE DECK PREPARATION	\$6.00	\$134,124.00	\$3.50	\$78,239.00	\$7.00	\$156,478.00
4970110	22,354.000	SQYD	THIN BONDED MULTILAYER OVERLAY	\$45.00	\$1,005,930.00	\$76.00	\$1,698,904.00	\$60.00	\$1,341,240.00
5020160	701.000	LINFT	CONCRETE BARRIER RAIL (TYPE A)	\$80.00	\$56,080.00	\$166.00	\$116,366.00	\$300.00	\$210,300.00
5020360	1.000	FA	CONCRETE BRIDGE DECK REPAIR	\$111,000.00	\$111,000.00	\$111,000.00	\$111,000.00	\$111,000.00	\$111,000.00

Bid Tabulation

March 23, 2023

Item No.	Quantity	Unit	Description	Engineer's Estimate		Q & D Construction LLC		Granite Construction Company	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
5020390	1.000	FA	REPAIR CONCRETE STRUCTURE	\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00
5020405	80.000	LINFT	CRACK REPAIR	\$500.00	\$40,000.00	\$76.00	\$6,080.00	\$200.00	\$16,000.00
5020630	1.000	FA	CRACK SEALING	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5020750	1.970	CUYD	CLASS AA CONCRETE (MINOR)	\$3,000.00	\$5,910.00	\$3,875.00	\$7,633.75	\$6,000.00	\$11,820.00
5021990	1,638.000	LINFT	PREFORMED JOINT FILLER, (1 1/2-INCH)	\$60.00	\$98,280.00	\$59.00	\$96,642.00	\$100.00	\$163,800.00
5022040	1,549.000	LINFT	PREFORMED JOINT FILLER, (4-INCH)	\$75.00	\$116,175.00	\$58.00	\$89,842.00	\$105.00	\$162,645.00
5050100	98.000	POUND	REINFORCING STEEL	\$6.50	\$637.00	\$3.00	\$294.00	\$15.00	\$1,470.00
6000100	86.000	LINFT	TRENCH DRAIN	\$300.00	\$25,800.00	\$551.00	\$47,386.00	\$1,000.00	\$86,000.00
6030170	5.000	LINFT	18-INCH REINFORCED CONCRETE PIPE, CLASS III	\$200.00	\$1,000.00	\$308.00	\$1,540.00	\$200.00	\$1,000.00
6031030	1.000	EACH	18-INCH PRECAST END SECTION	\$2,000.00	\$2,000.00	\$4,340.00	\$4,340.00	\$3,000.00	\$3,000.00
6090620	3.000	EACH	ADJUST DROP INLET	\$2,000.00	\$6,000.00	\$2,600.00	\$7,800.00	\$5,000.00	\$15,000.00
6091040	655.000	POUND	STRUCTURAL STEEL GRATES	\$5.00	\$3,275.00	\$4.50	\$2,947.50	\$5.00	\$3,275.00
6130120	1.000	EACH	SIDEWALK UNDERDRAIN	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00
6130130	7.100	SQYD	DETECTABLE WARNINGS	\$850.00	\$6,035.00	\$465.00	\$3,301.50	\$1,000.00	\$7,100.00
6130830	193.000	LINFT	CLASS AA CONCRETE CURB AND GUTTER (TYPE 5)	\$50.00	\$9,650.00	\$104.00	\$20,072.00	\$100.00	\$19,300.00
6131140	47.500	SQYD	CLASS AA CONCRETE SIDEWALK (4-INCH)	\$150.00	\$7,125.00	\$128.00	\$6,080.00	\$500.00	\$23,750.00
6190200	138.000	EACH	GUIDE POSTS (RIGID)	\$60.00	\$8,280.00	\$74.05	\$10,218.90	\$74.05	\$10,218.90
6230201	1.000	EACH	ITS VAULT	\$10,000.00	\$10,000.00	\$7,357.00	\$7,357.00	\$7,357.00	\$7,357.00
6230232	17.000	EACH	NO. 5 PULL BOX, MODIFIED	\$1,500.00	\$25,500.00	\$2,043.00	\$34,731.00	\$2,043.00	\$34,731.00
6230236	4.000	EACH	NO. 7 PULL BOX, MODIFIED	\$2,200.00	\$8,800.00	\$2,871.00	\$11,484.00	\$2,871.00	\$11,484.00
6230266	125.000	EACH	LUMINAIRE HIGH MAST	\$1,900.00	\$237,500.00	\$1,667.00	\$208,375.00	\$1,667.00	\$208,375.00
6230345	29.000	EACH	UNDERPASS LUMINAIRE, (TYPE A)	\$1,675.00	\$48,575.00	\$1,154.00	\$33,466.00	\$1,154.00	\$33,466.00
6230658	2.000	EACH	ITS POLE (80 FOOT)	\$85,000.00	\$170,000.00	\$78,213.00	\$156,426.00	\$78,213.00	\$156,426.00
6230670	3.000	EACH	HIGH MAST HEAD FRAME ASSEMBLY	\$12,000.00	\$36,000.00	\$12,176.00	\$36,528.00	\$12,176.00	\$36,528.00
6230735	3.000	EACH	PEDESTRIAN SIGNAL HEAD 1W	\$1,150.00	\$3,450.00	\$1,011.00	\$3,033.00	\$1,011.00	\$3,033.00
6230770	8.000	EACH	PEDESTRIAN PUSH BUTTON WITH SIGN	\$1,500.00	\$12,000.00	\$1,874.00	\$14,992.00	\$1,874.00	\$14,992.00
6230775	89.000	EACH	LOOP DETECTOR	\$800.00	\$71,200.00	\$847.00	\$75,383.00	\$847.00	\$75,383.00
6231056	3.000	EACH	MODIFY SIGNAL CABINET	\$2,000.00	\$6,000.00	\$3,804.00	\$11,412.00	\$3,804.00	\$11,412.00
6231061	2.000	EACH	COMMUNICATION CABINET	\$25,000.00	\$50,000.00	\$21,689.00	\$43,378.00	\$21,689.00	\$43,378.00
6231105	1.000	EACH	FLASHING BEACON CONTROLLER	\$2,750.00	\$2,750.00	\$6,421.00	\$6,421.00	\$6,421.00	\$6,421.00
6231205	1.000	EACH	MODIFY COMMUNICATION BUILDING	\$5,000.00	\$5,000.00	\$5,732.00	\$5,732.00	\$5,732.00	\$5,732.00
6231259	387.000	LINFT	ETHERNET CABLE	\$8.50	\$3,289.50	\$4.00	\$1,548.00	\$4.00	\$1,548.00
6231261	2.000	EACH	FIELD HARDENED ETHERNET SWITCH	\$11,400.00	\$22,800.00	\$11,366.00	\$22,732.00	\$11,366.00	\$22,732.00
6231345	1.000	EACH	REMOVAL OF EXISTING SIGNAL POLE	\$3,000.00	\$3,000.00	\$873.00	\$873.00	\$873.00	\$873.00
6231385	4.000	EACH	REMOVAL OF PEDESTRIAN SIGNAL HEAD	\$500.00	\$2,000.00	\$175.00	\$700.00	\$175.00	\$700.00
6231395	10.000	EACH	REMOVE PEDESTRIAN PUSH BUTTON AND SIGN	\$300.00	\$3,000.00	\$87.00	\$870.00	\$87.00	\$870.00
6231490	1.000	EACH	REMOVE AND RESET PEDESTRIAN SIGNAL HEAD	\$500.00	\$500.00	\$524.00	\$524.00	\$524.00	\$524.00
6231625	1.000	EACH	POWER SUPPLY	\$7,800.00	\$7,800.00	\$11,977.00	\$11,977.00	\$11,977.00	\$11,977.00
6231635	2.000	EACH	MODIFY ELECTRICAL SERVICE	\$500.00	\$1,000.00	\$535.00	\$1,070.00	\$535.00	\$1,070.00
6231790	47.000	LINFT	1 1/4-INCH CONDUIT	\$20.00	\$940.00	\$15.00	\$705.00	\$15.00	\$705.00
6231805	40.000	LINFT	2-INCH CONDUIT	\$22.50	\$900.00	\$18.00	\$720.00	\$18.00	\$720.00
6231820	2,102.000	LINFT	3-INCH CONDUIT	\$25.00	\$52,550.00	\$27.00	\$56,754.00	\$27.00	\$56,754.00
6231850	624.000	LINFT	4-INCH MULTIDUCT CONDUIT	\$28.00	\$17,472.00	\$46.00	\$28,704.00	\$46.00	\$28,704.00
6231960	5,320.000	LINFT	NO. 2 CONDUCTOR	\$3.00	\$15,960.00	\$3.00	\$15,960.00	\$3.00	\$15,960.00
6232045	22.000	LINFT	5 CONDUCTOR NO. 14 CABLE	\$6.50	\$143.00	\$9.00	\$198.00	\$9.00	\$198.00
6232179	3,017.000	LINFT	FIBER OPTIC BRANCH CABLE	\$9.00	\$27,153.00	\$6.00	\$18,102.00	\$6.00	\$18,102.00
6232550	6.000	EACH	SIGNAL HEAD 1W1C, POST TOP	\$1,600.00	\$9,600.00	\$808.00	\$4,848.00	\$808.00	\$4,848.00
6232915	1.000	EACH	INTEGRATED FIBER OPTIC SPLICE/TERMINATION UNIT (UNDERGROUND)	\$5,750.00	\$5,750.00	\$4,424.00	\$4,424.00	\$4,424.00	\$4,424.00
6232930	2.000	EACH	VIDEO OPTICAL TRANSCEIVER (VOTR) PAIR	\$3,825.00	\$7,650.00	\$1,136.00	\$2,272.00	\$1,136.00	\$2,272.00
6232950	2.000	EACH	CCTV LOWERING DEVICE (HIGH MAST)	\$24,500.00	\$49,000.00	\$18,578.00	\$37,156.00	\$18,578.00	\$37,156.00
6233016	1.000	LS	AUTOMATED VEHICLE CLASSIFICATION SYSTEM (6-LANE CONFIGURATION)	\$20,000.00	\$20,000.00	\$223,876.00	\$223,876.00	\$223,876.00	\$223,876.00
6233030	2.000	EACH	CCTV CAMERA (PTZ)	\$11,500.00	\$23,000.00	\$10,805.00	\$21,610.00	\$10,805.00	\$21,610.00
6240130	1.000	FA	UNIFORMED TRAFFIC CONTROL OFFICER	\$91,000.00	\$91,000.00	\$91,000.00	\$91,000.00	\$91,000.00	\$91,000.00

Bid Tabulation
March 23, 2023

Item No.	Quantity	Unit	Description	Engineer's Estimate		Q & D Construction LLC		Granite Construction Company	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
6240140	130.000	DAY	TRAFFIC CONTROL SUPERVISOR	\$1,000.00	\$130,000.00	\$1,400.00	\$182,000.00	\$3,500.00	\$455,000.00
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$600,000.00	\$600,000.00	\$2,443,459.01	\$2,443,459.01	\$2,441,099.96	\$2,441,099.96
6270022	12.000	EACH	PERMANENT OVERHEAD SIGN PANEL, RECONSTRUCT	\$4,000.00	\$48,000.00	\$14,350.00	\$172,200.00	\$14,350.00	\$172,200.00
6270110	1.000	LS	PERMANENT OVERHEAD SIGN SUPPORT STRUCTURES	\$500,000.00	\$500,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00
6270130	1.000	EACH	PERMANENT OVERHEAD SIGN SUPPORT STRUCTURES, REMOVE	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
6270150	3,034.590	SQFT	PERMANENT SIGN PANELS (OVERHEAD)	\$40.00	\$121,383.60	\$45.00	\$136,556.55	\$45.00	\$136,556.55
6270160	2,875.490	SQFT	PERMANENT SIGN PANELS (OVERHEAD) (REMOVE)	\$700.00	\$2,012,843.00	\$10.00	\$28,754.90	\$10.00	\$28,754.90
6270190	2,604.240	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$120.00	\$312,508.80	\$150.00	\$390,636.00	\$150.00	\$390,636.00
6270220	503.880	SQFT	PERMANENT SIGN PANELS (PANELS ONLY)	\$75.00	\$37,791.00	\$150.00	\$75,582.00	\$150.00	\$75,582.00
6270240	2,328.060	SQFT	PERMANENT SIGNS, REMOVE	\$8.00	\$18,624.48	\$10.00	\$23,280.60	\$10.00	\$23,280.60
6270250	458.630	SQFT	PERMANENT SIGNS, REMOVE (PANEL ONLY)	\$8.00	\$3,669.04	\$10.00	\$4,586.30	\$10.00	\$4,586.30
6270260	166.360	SQFT	PERMANENT SIGNS, RESET	\$80.00	\$13,308.80	\$115.00	\$19,131.40	\$115.00	\$19,131.40
6270300	1.000	EACH	VANDALISM DETERRENT	\$5,000.00	\$5,000.00	\$835.00	\$835.00	\$835.00	\$835.00
6280120	1.000	LS	MOBILIZATION	\$1,912,052.09	\$1,912,052.09	\$2,100,000.00	\$2,100,000.00	\$2,800,000.00	\$2,800,000.00
6320840	12,871.000	LINFT	EPOXY PAVEMENT STRIPING (12-INCH DOTTED WHITE)	\$1.00	\$12,871.00	\$0.70	\$9,009.70	\$0.70	\$9,009.70
6320890	16.800	MILE	EPOXY PAVEMENT STRIPING (8-INCH BROKEN WHITE)	\$1,500.00	\$25,200.00	\$1,600.00	\$26,880.00	\$1,600.00	\$26,880.00
6320940	12.820	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID WHITE)	\$4,000.00	\$51,280.00	\$5,500.00	\$70,510.00	\$5,500.00	\$70,510.00
6320960	1.820	MILE	EPOXY PAVEMENT STRIPING (12-INCH SOLID WHITE)	\$6,000.00	\$10,920.00	\$8,000.00	\$14,560.00	\$8,000.00	\$14,560.00
6321030	11.100	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID YELLOW)	\$3,500.00	\$38,850.00	\$5,500.00	\$61,050.00	\$5,500.00	\$61,050.00
6341030	1,380.000	LINFT	THERMOPLASTIC PAVEMENT MARKING (24-INCH SOLID WHITE)	\$20.00	\$27,600.00	\$25.80	\$35,604.00	\$25.80	\$35,604.00
6341060	2,591.000	SQFT	THERMOPLASTIC PAVEMENT MARKING (VARIES)	\$24.00	\$62,184.00	\$25.80	\$66,847.80	\$25.80	\$66,847.80
6370110	1.000	LS	TEMPORARY POLLUTION CONTROL	\$31,620.26	\$31,620.26	\$25,000.00	\$25,000.00	\$150,000.00	\$150,000.00
Totals:					\$21,032,893.00		\$21,722,000.00		\$28,478,478.00

Price Sensitivity March 23, 2023

Contract No.: 3973
Project No.: NHP-580-1(035)
Project Id: 69975
County: Washoe
Range: R33 (\$20,000,000.01 to \$23,500,000.00)
Working: 130 days

RE:	Shaun Wang
Designer:	Bianca Saavedra

Engineer's Estimate	Q & D Construction LLC	Granite Construction	Diff. Between Low & 2nd	Diff Between EE & Low	Low Bid % of EE
\$21,032,893.00	\$21,722,000.00	\$28,478,478.00	\$6,756,478.00	\$689,107.00	103.3%

Item No.	Quantity	Unit	Description	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	Price & Quantity Check Comments
2020120	39366.000	SQFT	REMOVAL OF PORTION OF BRIDGE DECK	\$2.00	\$1.35	\$9.23	-857,421.066	-2178.1%	67.5%	Yes	EE ok, QTY ok
2020160	3187.000	LINFT	REMOVAL OF EXPANSION JOINTS	\$75.00	\$17.00	\$123.75	-63,292.534	-1986.0%	22.7%	Yes	EE ok, QTY ok
2020345	3476.000	SQYD	REMOVE CONCRETE SURFACE (COLD MILLING)	\$45.00	\$20.50	\$116.00	-70,748.461	-2035.3%	45.6%	Yes	EE ok, QTY ok
2020990	55337.510	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$3.50	\$7.00	\$10.00	-2,252,159.333	-4069.9%	200.0%	Yes	EE ok, QTY ok
2021287	234169.000	LINFT	GRINDING FOR PAVEMENT MARKINGS	\$0.50	\$1.50	\$1.50	N/A	N/A	300.0%	Yes	EE ok, QTY ok
2030140	3268.700	CUYD	ROADWAY EXCAVATION	\$65.00	\$63.00	\$70.00	-965,211.143	-29528.9%	96.9%	No	EE ok, QTY ok
2030230	1526.400	CUYD	BORROW EMBANKMENT	\$40.00	\$88.00	\$62.00	259,864.538	17024.7%	220.0%	Yes	EE ok, QTY ok
2030360	12630.020	SQYD	BASE PREPARATION	\$5.00	\$2.50	\$3.00	-13,512,956.000	-106990.8%	50.0%	Yes	EE ok, QTY ok
2120045	4102.000	SQYD	PAINTING	\$25.00	\$51.00	\$39.07	566,343.504	13806.5%	204.0%	Yes	EE ok, QTY ok
2120050	4331.000	SQFT	DETAIL PAINTING	\$40.00	\$29.50	\$53.04	-287,021.155	-6627.1%	73.8%	Yes	EE ok, QTY ok
2120801	1391.000	SQYD	DECORATIVE ROCK (TYPE A)	\$60.00	\$27.00	\$23.00	1,689,119.500	121432.0%	45.0%	Yes	EE ok, QTY ok
3020140	840.160	CUYD	TYPE 1 CLASS B AGGREGATE BASE	\$100.00	\$175.00	\$160.00	450,431.867	53612.6%	175.0%	Yes	EE ok, QTY ok
4020100	2946.000	SQYD	PLANTMIXING MISCELLANEOUS AREAS	\$20.00	\$10.00	\$12.00	-3,378,239.000	-114672.1%	50.0%	Yes	EE ok, QTY ok
4020190	10819.140	TON	PLANTMIX SURFACING (TYPE 2C) (WET)	\$110.00	\$163.00	\$250.00	-77,660.667	-717.8%	148.2%	No	EE ok, QTY ok
4030110	2666.660	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$140.00	\$220.00	\$310.00	-75,071.978	-2815.2%	157.1%	Yes	EE ok, QTY ok
4090310	10799.850	LINFT	SAW LONGITUDINAL WEAKENED PLANE JOINTS	\$5.00	\$2.00	\$3.80	-3,753,598.889	-34756.0%	40.0%	Yes	EE ok, QTY ok
4090330	378843.470	LINFT	SAW AND RESEAL JOINTS	\$5.00	\$5.45	\$7.00	-4,359,018.065	-1150.6%	109.0%	No	EE ok, QTY ok
4090680	214392.000	SQYD	GRIND CONCRETE PAVEMENT	\$11.58	\$8.00	\$10.85	-2,370,694.035	-1105.8%	69.1%	Yes	EE ok, QTY ok
4090730	1620.000	SQFT	REPAIR CONCRETE SLAB	\$35.00	\$150.00	\$200.00	-135,129.560	-8341.3%	428.6%	Yes	EE low for small QTY, QTY ok
4960130	17212.220	SQYD	BRIDGE DECK PREPARATION AND CONCRETE PLACEMENT	\$80.00	\$79.50	\$120.00	-166,826.617	-969.2%	99.4%	No	EE ok, QTY ok
4960160	3279272.250	POUND	POLYMER CONCRETE AGGREGATE	\$0.50	\$0.34	\$0.45	-61,422,527.273	-1873.1%	68.0%	Yes	EE ok, QTY ok
4960170	459098.280	POUND	POLYMER CONCRETE RESIN	\$3.00	\$2.47	\$4.00	-4,415,998.693	-961.9%	82.3%	No	EE ok, QTY ok
4970100	22354.000	SQYD	BRIDGE DECK PREPARATION	\$6.00	\$3.50	\$7.00	-1,930,422.286	-8635.7%	58.3%	Yes	EE ok, QTY ok
4970110	22354.000	SQYD	THIN BONDED MULTILAYER OVERLAY	\$45.00	\$76.00	\$60.00	422,279.875	1889.1%	168.9%	Yes	EE ok, QTY ok
5020160	701.000	LINFT	CONCRETE BARRIER RAIL (TYPE A)	\$80.00	\$166.00	\$300.00	-50,421.478	-7192.8%	207.5%	Yes	EE ok, QTY ok
5021990	1638.000	LINFT	PREFORMED JOINT FILLER, (1 1/2-INCH)	\$60.00	\$59.00	\$100.00	-164,792.146	-10060.6%	98.3%	No	EE ok, QTY ok
5022040	1549.000	LINFT	PREFORMED JOINT FILLER, (4-INCH)	\$75.00	\$58.00	\$105.00	-143,754.851	-9280.5%	77.3%	No	EE ok, QTY ok
6230266	125.000	EACH	LUMINAIRE HIGH MAST	\$1,900.00	\$1,667.00	\$1,667.00	N/A	N/A	87.7%	No	EE ok, QTY ok
6230658	2.000	EACH	ITS POLE (80 FOOT)	\$85,000.00	\$78,213.00	\$78,213.00	N/A	N/A	92.0%	No	EE ok, QTY ok
6230775	89.000	EACH	LOOP DETECTOR	\$800.00	\$847.00	\$847.00	N/A	N/A	105.9%	No	EE ok, QTY ok
6231820	2102.000	LINFT	3-INCH CONDUIT	\$25.00	\$27.00	\$27.00	N/A	N/A	108.0%	No	EE ok, QTY ok
6233016	1.000	LS	AUTOMATED VEHICLE CLASSIFICATION SYSTEM (6-LANE CONFIGURATION)	\$20,000.00	\$223,876.00	\$223,876.00	N/A	N/A	1119.4%	Yes	EE priced per work assumed by Roadway Systems; QTY ok
6240140	130.000	DAY	TRAFFIC CONTROL SUPERVISOR	\$1,000.00	\$1,400.00	\$3,500.00	-3,217.370	-2474.9%	140.0%	No	EE ok, QTY ok
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$600,000.00	\$2,443,459.01	\$2,441,099.96	N/A	N/A	407.2%	Yes	EE low, QTY ok
6270022	12.000	EACH	PERMANENT OVERHEAD SIGN PANEL, RECONSTRUCT	\$4,000.00	\$14,350.00	\$14,350.00	N/A	N/A	358.8%	Yes	EE ok, QTY ok
6270110	1.000	LS	PERMANENT OVERHEAD SIGN SUPPORT STRUCTURES	\$500,000.00	\$185,000.00	\$185,000.00	N/A	N/A	37.0%	Yes	EE ok, QTY ok
6270150	3034.590	SQFT	PERMANENT SIGN PANELS (OVERHEAD)	\$40.00	\$45.00	\$45.00	N/A	N/A	112.5%	No	EE ok, QTY ok
6270160	2875.490	SQFT	PERMANENT SIGN PANELS (OVERHEAD) (REMOVE)	\$700.00	\$10.00	\$10.00	N/A	N/A	1.4%	Yes	EE High should be \$7, QTY ok
6270190	2604.240	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$120.00	\$150.00	\$150.00	N/A	N/A	125.0%	No	EE ok, QTY ok
6270220	503.880	SQFT	PERMANENT SIGN PANELS (PANELS ONLY)	\$75.00	\$150.00	\$150.00	N/A	N/A	200.0%	Yes	EE ok, QTY ok
6280120	1.000	LS	MOBILIZATION	\$1,912,052.09	\$2,100,000.00	\$2,800,000.00	N/A	N/A	109.8%	No	Fixed Percentage, EE ok
6320940	12.820	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID WHITE)	\$4,000.00	\$5,500.00	\$5,500.00	N/A	N/A	137.5%	No	EE ok, QTY ok
6321030	11.100	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID YELLOW)	\$3,500.00	\$5,500.00	\$5,500.00	N/A	N/A	157.1%	Yes	EE ok, QTY ok
6341060	2591.000	SQFT	THERMOPLASTIC PAVEMENT MARKING (VARIES)	\$24.00	\$25.80	\$25.80	N/A	N/A	107.5%	No	EE ok, QTY ok

Additional Comments: The Bid Review Analysis Team has reviewed and checked the engineer's estimate and quantities; the bid item 6270160, Permanent Sign Panels (Overhead) (Remove), engineer's estimate should have been \$7 not \$700; bid item 6250490 Rent Traffic Control Devices Traffic should have been estimated higher due to the restrictions to mostly night work, and probable "marathon weekends" likely required to complete the work. Bid item 6233016 Automated Vehicle Classification System (6-Lane Configuration), needs to be repaired not replaced, engineer's estimate reflects that, Contractor bid reflects replacement. Resident Engineer to coordinate appropriate cost if repairs can be done. **Recommend to Award**

Purpose and Need of Project: This project is on I580 in Reno beginning at the Mt. Rose Highway (SR431) and ending at South Meadows Pkwy interchange. The project will make the driving surface smoother with profile grinding, and milling and asphalt overlay on the ramps. New right turn pockets will be constructed at North Bound Damonte Ranch, and North Bound South Meadows Pkwy interchanges. The I580 structures over Virginia Street will be polymer overlaid and the large bumps leveled out. LED lighting enhancements and ADA improvements at the interchanges round out the scope.



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

MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors
FROM: Tracy Larkin Thomason, P.E., Director
SUBJECT: March 8, 2023 | Transportation Board of Directors Meeting
ITEM # 7: Contract 3974, Project No. NHP-080-5(042), on I-80, from 3.161 miles west of Pilot Peak interchange to the Nevada and Utah state line, with W.W. CLYDE & CO., to cold mill, place plantmix bituminous surface with open grade, barrier rail, guard rail, sign, striping, hydraulic, structure, lighting, and Intelligent Transportation Systems (ITS) improvements, Elko County, Nevada. – *For possible action*

Summary:

March 16, 2023, at 2:00 PM, the following bids were opened for Contract 3974, Project No. NHP-080-5(042), on I-80, from 3.161 miles west of Pilot Peak interchange to the Nevada and Utah state line, Elko County, to cold mill, place plantmix bituminous surface with open grade, barrier rail, guard rail, sign, striping, hydraulic, structure, lighting, and Intelligent Transportation Systems (ITS) improvements.

W.W. Clyde & Co.....	\$33,300,000.00
Road and Highway Builders, LLC.....	\$36,666,666.00
Engineer’s Estimate.....	\$30,881,165.11

List of Attachment(s):

- A. Concurrence in Award Memorandum
- B. Unofficial Bid Results
- C. Disadvantaged Business Enterprise (DBE) Goal
- D. Bid Review and Analysis Team (BRAT) Summary Report

Recommendation for Board Action:

Award Contract 3974, to W.W. CLYDE & CO., in the amount of \$33,300,000.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM
Administrative Services

April 3, 2023

To: Tracy Larkin Thomason, P.E., Director
Sajid Sulahria, Assistant Director, Engineering
Jenica Keller, Assistant Director, Operations

From: Teresa Schlaffer, Administrative Services Deputy Chief

Subject: Concurrence in Award for Contract No. 3974, Project No. NHP-080-5(042), on I-80, from 3.161 miles west of Pilot Peak Interchange to the Nevada and Utah state line, in Elko County, described as: to cold mill, place plantmix bituminous surface with open grade, barrier rail, guard rail, sign, striping, hydraulic, structure, lighting, and ITS improvements. The Engineer's Estimate is \$30,881,165.11.

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

Bid proposals were opened on March 16, 2023. W. W. Clyde & Co., is the apparent low bidder at \$33,300,000.00 and they submitted a properly executed proposal, bid bond, and anti-collusion affidavit. The second low bidder is Road and Highway Builders LLC with a bid of \$36,666,666.00.

The project is Federally funded, required 6.00% DBE participation, and is not subject to State Bidder Preference provisions.

The subcontractor and supplier listings submitted by W. W. Clyde & Co., have been reviewed and confirmed by Contract Services. The DBE information submitted by W. W. Clyde & Co has been reviewed and certified by the External Civil Rights office. W. W. Clyde & Co. has met the required DBE participation with a 6.03% commitment. The bid is within the Engineer's Estimate Range, and a copy of the Unofficial Bid Results report is attached for your reference. The BRAT Co-Chair have 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 May 8, 2023, meeting.

Concurrence in award:

DocuSigned by:

Sajid Sulahria, Assistant Director

DocuSigned by:

Jenica Keller, Assistant Director

DocuSigned by:

Tracy Larkin Thomason, P.E., Director

- Enclosures:
- Unofficial Bid Results
- DBE Sub Approval
- BRAT Summary Report



Nevada Department of Transportation
Unofficial Bid Results
 March 16, 2023

Contract Number: 3974	Bid Opening Date and Time: 3/16/2023 2:00 PM
Designer: TYLER WOOD	Liquidated Damages: \$10,000.00
Senior Designer: TYLER WOOD	Working Days: 180
Estimate Range: R35 \$28,500,000.01 to \$34,000,000	District: DISTRICT 3
Project Number: NHP-080-5(042)	

County: ELKO
Location: I-80, from 3.161 miles west of Pilot Peak Interchange to the Nevada and Utah state line
Description: cold mill, place plantmix bituminous surface with open grade, barrier rail, guard rail, sign, striping, hydraulic, structure, lighting, and ITS improvements

	Actual Bid
Apparent Low Bidder: <u>W.W. Clyde & Co.</u>	<u>\$33,300,000.00</u>
Apparent 2nd: <u>Road and Highway Builders LLC</u>	<u>\$36,666,666.00</u>

Bidders:	Actual Bid Amount
1 W.W. Clyde & Co. 869 North 1500 West Orem, UT 84057 (801) 802-6800	\$33,300,000.00
2 Road and Highway Builders LLC 950 E Mustang Road Sparks, NV 89434 (775) 852-7283	\$36,666,666.00



Attachment C
123 E Washington Ave.
Las Vegas, Nevada 89101
Phone: (775) 888-7497
Fax: (775) 888-7235

MEMORANDUM
External Civil Rights

March 22, 2023

To: Teresa Schlaffer, Deputy Chief, Administrative Services

From: Jess Lis, DBE Specialist

^{DS}
A blue ink signature of Jess Lis, consisting of a stylized 'J' and 'L'.

Subject: NDOT Bidder DBE Information – Contract no. 3974, I-80, from 3.161 miles west of Pilot Peak Interchange to the Nevada and Utah state line, in Elko, to cold mill, place plantmix bituminous surface with open grade, barrier rail, guard rail, sign, striping, hydraulic, structure, lighting, and ITS improvements

Apparent low bid: \$33,300,000.00

The DBE information for C and S Company Inc. submitted by the apparent low bidder, W.W. Clyde & Co. has been received by External Civil Rights and we have concluded:

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

The DBE goal of 6.0% has been met with a 6.03% DBE committed participation by the apparent low bidder W.W. Clyde & Co.

The DBE firm is approved for this contract.

cc: Contract Services
External Civil Rights
Teri Lewis, SBE/DBE/Title VI Manager



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

MEMORANDUM
Administrative Services

April 3, 2023

To: Teresa Schlaffer, Deputy Chief, Administrative Services Division

From: Bid Review and Analysis Team

Subject: BRAT Summary Report for Contract No.: 3974


The Bid Review and Analysis Team (BRAT) met on March 28, 2023, to discuss bids for the above referenced contract. The following were in attendance:

Sam Lompa, Chief Construction Engineer
Ryan Bennett, Associate Engineer
Mark Caffaratti, Professional Engineer
Matthew Campbell, Associate Engineer
Brian Deal, Professional Engineer
David Fox, Professional Engineer
Josh Gansberg, Associate Engineer
Steven Hale, Professional Engineer
Kimberly Kurz, Associate Engineer
Eric MacGill, Associate Engineer
Kevin Maxwell, Professional Engineer
Jesse Smithson, Professional Engineer
Sierra Udey, Program Officer
Michael West, Associate Engineer
Tyler Wood, Associate Engineer
Thomas Young, Professional Engineer

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

The apparent lowest responsive bidder, W. W. Clyde & Co., submitted a bid which is 107.8% of the Engineer's Estimate. The BRAT recommends award of this contract.

Submitted:

DocuSigned by:

B55C00ABA04F48F...

Sam Lompa, BRAT Co-Chair

cc: Attendees
Lori Story, Legal
Design Admin
Scott Hein, BRAT Co-Chair

Bid Tabulation**March 16, 2023**

Attachment D

Contract No.: 3974**Description:** cold mill, place plantmix bituminous surface with open grade, barrier rail, guard rail, sign, striping, hydraulic, structure, lighting, and ITS**Location:** I-80, from 3.161 miles west of Pilot Peak Interchange to the Nevada and Utah state line**Bid Opening:** March 16, 2023**Project No.:** NHP-080-5(042)**Project Id:** 61022**County:** Elko**Range:** R35 (\$28,500,000.01 to \$34,000,000)**Working:** 180 days

Item No.	Quantity	Unit	Description	Engineer's Estimate		W.W. Clyde & Co		Road and Highway Builders LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2000100	30.000	HOUR	SURVEY CREW	\$200.00	\$6,000.00	\$146.00	\$4,380.00	\$150.00	\$4,500.00
2010120	1.700	ACRE	CLEARING AND GRUBBING	\$6,000.00	\$10,200.00	\$3,365.00	\$5,720.50	\$8,000.00	\$13,600.00
2020120	28,858.000	SQFT	REMOVAL OF PORTION OF BRIDGE DECK	\$1.75	\$50,501.50	\$3.50	\$101,003.00	\$5.00	\$144,290.00
2020125	1.000	LS	REMOVAL OF PORTION OF BRIDGE	\$194,100.00	\$194,100.00	\$464,733.87	\$464,733.87	\$400,000.00	\$400,000.00
2020160	532.000	LINFT	REMOVAL OF EXPANSION JOINTS	\$32.06	\$17,055.92	\$52.25	\$27,797.00	\$100.00	\$53,200.00
2020285	598.000	LINFT	REMOVAL OF CULVERT PIPE	\$60.00	\$35,880.00	\$33.25	\$19,883.50	\$100.00	\$59,800.00
2020400	5,186.000	LINFT	REMOVAL OF CONCRETE BARRIER RAIL	\$25.00	\$129,650.00	\$28.00	\$145,208.00	\$40.00	\$207,440.00
2020450	6.000	EACH	REMOVE END SECTION	\$500.00	\$3,000.00	\$960.00	\$5,760.00	\$400.00	\$2,400.00
2020455	2.000	EACH	RESET END SECTION	\$600.00	\$1,200.00	\$2,230.00	\$4,460.00	\$2,000.00	\$4,000.00
2020475	5,167.000	LINFT	REMOVAL OF GUARDRAIL	\$5.00	\$25,835.00	\$6.80	\$35,135.60	\$8.00	\$41,336.00
2020477	365.000	LINFT	REMOVE CABLE BARRIER	\$12.00	\$4,380.00	\$26.00	\$9,490.00	\$12.00	\$4,380.00
2020625	8.000	EACH	REMOVE EMBANKMENT PROTECTOR	\$1,000.00	\$8,000.00	\$450.00	\$3,600.00	\$1,500.00	\$12,000.00
2020895	37.000	EACH	REMOVE LIGHTING FIXTURES	\$200.00	\$7,400.00	\$325.00	\$12,025.00	\$300.00	\$11,100.00
2020900	2.000	EACH	REMOVE SIGN LIGHTING FIXTURE	\$400.00	\$800.00	\$1,225.00	\$2,450.00	\$500.00	\$1,000.00
2020921	1.000	EACH	REMOVE FLASHING BEACON SYSTEM	\$1,750.00	\$1,750.00	\$17,500.00	\$17,500.00	\$600.00	\$600.00
2020925	83.000	EACH	REMOVAL OF PULL BOX	\$300.00	\$24,900.00	\$73.00	\$6,059.00	\$400.00	\$33,200.00
2020935	56.000	CUYD	REMOVAL OF COMPOSITE SURFACE	\$138.65	\$7,764.40	\$350.00	\$19,600.00	\$200.00	\$11,200.00
2020990	778,785.740	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$2.00	\$1,557,571.48	\$1.60	\$1,246,057.18	\$5.00	\$3,893,928.70
2020995	21,616.670	SQYD	REMOVAL OF BITUMINOUS SURFACE (MISCELLANEOUS COLD MILLING)	\$2.50	\$54,041.68	\$1.40	\$30,263.34	\$1.00	\$21,616.67
2021040	2.000	EACH	REMOVAL OF DROP INLET	\$2,000.00	\$4,000.00	\$450.00	\$900.00	\$1,500.00	\$3,000.00
2021110	3.000	EACH	REMOVE IMPACT ATTENUATOR	\$35,000.00	\$105,000.00	\$1,600.00	\$4,800.00	\$2,000.00	\$6,000.00
2021120	2.000	EACH	REMOVAL OF CATTLE GUARD	\$5,000.00	\$10,000.00	\$8,700.00	\$17,400.00	\$2,500.00	\$5,000.00
2021287	175,422.720	LINFT	GRINDING FOR PAVEMENT MARKINGS	\$0.75	\$131,567.04	\$0.50	\$87,711.36	\$1.80	\$315,760.90
2030160	110.000	CUYD	DRAINAGE EXCAVATION	\$100.00	\$11,000.00	\$165.00	\$18,150.00	\$100.00	\$11,000.00
2030360	1,016.670	SQYD	BASE PREPARATION	\$10.00	\$10,166.70	\$8.00	\$8,133.36	\$3.00	\$3,050.01
2060110	802.910	CUYD	STRUCTURE EXCAVATION	\$60.00	\$48,174.60	\$59.00	\$47,371.69	\$100.00	\$80,291.00
2070110	494.600	CUYD	GRANULAR BACKFILL	\$85.00	\$42,041.00	\$160.00	\$79,136.00	\$80.00	\$39,568.00
2110150	1.800	ACRE	SEEDING	\$6,000.00	\$10,800.00	\$14,250.00	\$25,650.00	\$10,000.00	\$18,000.00
2120045	6,066.000	SQYD	PAINTING	\$25.91	\$157,170.06	\$36.00	\$218,376.00	\$20.00	\$121,320.00
3020140	858.220	CUYD	TYPE 1 CLASS B AGGREGATE BASE	\$35.00	\$30,037.70	\$150.00	\$128,733.00	\$150.00	\$128,733.00
4020100	1,819.370	SQYD	PLANTMIXING MISCELLANEOUS AREAS	\$20.00	\$36,387.40	\$44.00	\$80,052.28	\$30.00	\$54,581.10
4020190	134,829.880	TON	PLANTMIX SURFACING (TYPE 2C) (WET)	\$100.00	\$13,482,988.00	\$99.00	\$13,348,158.12	\$79.00	\$10,651,560.52
4030100	62.247	MILE	MILLED RUMBLE STRIPS	\$1,000.00	\$62,247.00	\$675.00	\$42,016.73	\$1,000.00	\$62,247.00
4030110	30,395.980	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$120.00	\$3,647,517.60	\$126.00	\$3,829,893.48	\$175.00	\$5,319,296.50
4060120	1,016.670	SQYD	PRIME COAT	\$2.00	\$2,033.34	\$10.00	\$10,166.70	\$2.00	\$2,033.34
4070080	1,016.670	SQYD	SEAL COAT	\$0.57	\$579.50	\$10.00	\$10,166.70	\$2.00	\$2,033.34
4960130	1,417.000	SQYD	BRIDGE DECK PREPARATION AND CONCRETE PLACEMENT	\$56.02	\$79,380.34	\$120.00	\$170,040.00	\$200.00	\$283,400.00
4960160	105,596.000	POUND	POLYMER CONCRETE AGGREGATE	\$0.19	\$20,063.24	\$0.50	\$52,798.00	\$0.40	\$42,238.40
4960170	14,785.000	POUND	POLYMER CONCRETE RESIN	\$2.80	\$41,398.00	\$3.50	\$51,747.50	\$3.00	\$44,355.00
5020280	5,226.000	LINFT	SINGLE SLOPE CONCRETE BARRIER RAIL, TYPE B	\$150.00	\$783,900.00	\$200.00	\$1,045,200.00	\$180.00	\$940,680.00
5020360	1.000	FA	CONCRETE BRIDGE DECK REPAIR	\$41,000.00	\$41,000.00	\$41,000.00	\$41,000.00	\$41,000.00	\$41,000.00
5020380	1.000	FA	CONCRETE SUPERSTRUCTURE REPAIR	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
5020750	4.830	CUYD	CLASS AA CONCRETE (MINOR)	\$4,500.00	\$21,735.00	\$1,775.00	\$8,573.25	\$6,000.00	\$28,980.00

Bid Tabulation

March 16, 2023

Item No.	Quantity	Unit	Description	Engineer's Estimate		W.W. Clyde & Co		Road and Highway Builders LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
5021010	680.000	CUYD	CLASS EA CONCRETE, MODIFIED (MAJOR)	\$2,500.00	\$1,700,000.00	\$1,200.00	\$816,000.00	\$2,400.00	\$1,632,000.00
5021700	532.000	LINFT	EXPANSION JOINT SEALANT	\$47.01	\$25,009.32	\$70.00	\$37,240.00	\$170.00	\$90,440.00
5021860	340.000	LINFT	ASPHALT PLUG EXPANSION JOINT	\$251.63	\$85,554.20	\$995.00	\$338,300.00	\$350.00	\$119,000.00
5021950	102.000	GAL	BRIDGE DECK CURING COMPOUND	\$25.00	\$2,550.00	\$135.00	\$13,770.00	\$15.00	\$1,530.00
5050100	237.000	POUND	REINFORCING STEEL	\$10.00	\$2,370.00	\$2.15	\$509.55	\$3.00	\$711.00
5050120	136,301.000	POUND	REINFORCING STEEL (EPOXY COATED)	\$4.69	\$639,251.69	\$2.35	\$320,307.35	\$3.00	\$408,903.00
5050130	3,796.000	POUND	REINFORCING STEEL (EPOXY COATED) (DOWELED)	\$15.00	\$56,940.00	\$5.10	\$19,359.60	\$45.00	\$170,820.00
6040390	20.000	LINFT	24-INCH CORR. METAL PIPE (16 GAGE)	\$200.00	\$4,000.00	\$278.00	\$5,560.00	\$450.00	\$9,000.00
6040470	7.000	LINFT	30-INCH CORR. METAL PIPE (16 GAGE)	\$500.00	\$3,500.00	\$710.00	\$4,970.00	\$500.00	\$3,500.00
6040700	12.000	LINFT	48-INCH CORR. METAL PIPE (16 GAGE)	\$500.00	\$6,000.00	\$595.00	\$7,140.00	\$550.00	\$6,600.00
6042440	1.000	EACH	24-INCH METAL END SECTION	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00
6042460	3.000	EACH	30-INCH METAL END SECTION	\$1,500.00	\$4,500.00	\$1,665.00	\$4,995.00	\$2,200.00	\$6,600.00
6080150	2.000	EACH	EMBANKMENT PROTECTOR, TYPE 5	\$4,000.00	\$8,000.00	\$3,600.00	\$7,200.00	\$6,000.00	\$12,000.00
6080170	6.000	EACH	EMBANKMENT PROTECTOR, TYPE 5-2G	\$5,000.00	\$30,000.00	\$9,680.00	\$58,080.00	\$7,000.00	\$42,000.00
6080230	29.000	EACH	ANCHOR ASSEMBLY (12-INCH)	\$750.00	\$21,750.00	\$800.00	\$23,200.00	\$250.00	\$7,250.00
6080350	559.000	LINFT	12-INCH DOWNDRAIN PIPE	\$150.00	\$83,850.00	\$175.00	\$97,825.00	\$350.00	\$195,650.00
6080460	8.000	EACH	12-INCH METAL END SECTION (DOWNDRAIN)	\$900.00	\$7,200.00	\$980.00	\$7,840.00	\$1,500.00	\$12,000.00
6090260	2.000	EACH	ADJUSTING MANHOLE COVERS (METHOD B)	\$1,800.00	\$3,600.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00
6090600	3.000	EACH	ADJUSTING VALVE COVERS (METHOD B)	\$1,200.00	\$3,600.00	\$1,250.00	\$3,750.00	\$3,000.00	\$9,000.00
6091040	234.000	POUND	STRUCTURAL STEEL GRATES	\$5.00	\$1,170.00	\$83.00	\$19,422.00	\$6.00	\$1,404.00
6100050	85.000	SQYD	GEOTEXTILE (CLASS 1)	\$5.00	\$425.00	\$25.00	\$2,125.00	\$5.00	\$425.00
6100170	24.000	CUYD	RIPRAP (CLASS 150)	\$200.00	\$4,800.00	\$160.00	\$3,840.00	\$400.00	\$9,600.00
6100460	16.000	CUYD	RIPRAP BEDDING (CLASS 150)	\$150.00	\$2,400.00	\$140.00	\$2,240.00	\$350.00	\$5,600.00
6170780	2.000	EACH	28-FOOT PRECAST CATTLE GUARD	\$30,000.00	\$60,000.00	\$50,000.00	\$100,000.00	\$50,000.00	\$100,000.00
6180240	1.000	EACH	CABLE BARRIER TERMINAL	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00	\$24,000.00	\$24,000.00
6180250	5,167.000	LINFT	REMOVE AND RESET GUARDRAIL	\$7.00	\$36,169.00	\$7.80	\$40,302.60	\$8.00	\$41,336.00
6180360	12.000	EACH	GUARDRAIL TERMINAL (TANGENTIAL)	\$5,000.00	\$60,000.00	\$5,700.00	\$68,400.00	\$4,500.00	\$54,000.00
6180390	6.000	EACH	GUARDRAIL-BARRIER RAIL CONNECTION	\$4,000.00	\$24,000.00	\$8,500.00	\$51,000.00	\$3,000.00	\$18,000.00
6180540	5,127.000	LINFT	GALVANIZED GUARDRAIL	\$55.00	\$281,985.00	\$57.00	\$292,239.00	\$70.00	\$358,890.00
6190200	1,395.000	EACH	GUIDE POSTS (RIGID)	\$55.00	\$76,725.00	\$67.50	\$94,162.50	\$80.00	\$111,600.00
6190270	28.000	EACH	OBJECT MARKERS, TYPE 2 (MODIFIED)	\$130.00	\$3,640.00	\$185.00	\$5,180.00	\$180.00	\$5,040.00
6190280	42.000	EACH	OBJECT MARKERS, TYPE 3	\$150.00	\$6,300.00	\$185.00	\$7,770.00	\$180.00	\$7,560.00
6230226	99.000	EACH	NO. 3-1/2 PULL BOX, MODIFIED	\$1,800.00	\$178,200.00	\$4,100.00	\$405,900.00	\$4,000.00	\$396,000.00
6230232	15.000	EACH	NO. 5 PULL BOX, MODIFIED	\$2,200.00	\$33,000.00	\$4,250.00	\$63,750.00	\$1,500.00	\$22,500.00
6230236	3.000	EACH	NO. 7 PULL BOX, MODIFIED	\$3,000.00	\$9,000.00	\$6,850.00	\$20,550.00	\$2,500.00	\$7,500.00
6230267	5.000	EACH	LUMINAIRE, TYPE A	\$1,350.00	\$6,750.00	\$3,750.00	\$18,750.00	\$700.00	\$3,500.00
6230268	63.000	EACH	LUMINAIRE, TYPE B	\$825.00	\$51,975.00	\$755.00	\$47,565.00	\$800.00	\$50,400.00
6230575	31.000	EACH	STEEL POLE, TYPE 7 (WITH SAFETY BASE)	\$10,000.00	\$310,000.00	\$10,500.00	\$325,500.00	\$15,000.00	\$465,000.00
6230775	46.000	EACH	LOOP DETECTOR	\$1,480.00	\$68,080.00	\$2,600.00	\$119,600.00	\$600.00	\$27,600.00
6231055	1.000	EACH	SPECIAL CABINET	\$30,000.00	\$30,000.00	\$33,250.00	\$33,250.00	\$50,000.00	\$50,000.00
6231056	1.000	EACH	MODIFY SIGNAL CABINET	\$1,500.00	\$1,500.00	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00
6231085	1.000	EACH	LOCAL CMS CONTROLLER	\$11,800.00	\$11,800.00	\$44,500.00	\$44,500.00	\$10,000.00	\$10,000.00
6231105	1.000	EACH	FLASHING BEACON CONTROLLER	\$5,500.00	\$5,500.00	\$6,350.00	\$6,350.00	\$5,000.00	\$5,000.00
6231259	452.000	LINFT	ETHERNET CABLE	\$10.00	\$4,520.00	\$26.00	\$11,752.00	\$8.00	\$3,616.00
6231415	1.000	EACH	REMOVE AND RESET SOLAR PANEL	\$650.00	\$650.00	\$5,325.00	\$5,325.00	\$5,000.00	\$5,000.00
6231535	1.000	EACH	REMOVE AND RESET MICROWAVE ANTENNA	\$390.00	\$390.00	\$9,450.00	\$9,450.00	\$5,000.00	\$5,000.00
6231635	3.000	EACH	MODIFY ELECTRICAL SERVICE	\$1,200.00	\$3,600.00	\$1,875.00	\$5,625.00	\$5,000.00	\$15,000.00
6231795	443.000	LINFT	1 1/2-INCH CONDUIT	\$30.00	\$13,290.00	\$125.00	\$55,375.00	\$20.00	\$8,860.00
6231800	20.000	LINFT	1 1/2-INCH CONDUIT (METAL)	\$71.00	\$1,420.00	\$285.00	\$5,700.00	\$100.00	\$2,000.00
6231820	10,288.000	LINFT	3-INCH CONDUIT	\$25.00	\$257,200.00	\$51.00	\$524,688.00	\$60.00	\$617,280.00
6231960	75,393.000	LINFT	NO. 2 CONDUCTOR	\$3.00	\$226,179.00	\$5.65	\$425,970.45	\$4.00	\$301,572.00
6231970	19,088.000	LINFT	NO. 4 CONDUCTOR	\$2.50	\$47,720.00	\$5.95	\$113,573.60	\$3.00	\$57,264.00
6231975	30,438.000	LINFT	NO. 6 CONDUCTOR	\$1.75	\$53,266.50	\$5.05	\$153,711.90	\$2.00	\$60,876.00

Bid Tabulation

March 16, 2023

Attachment D

Item No.	Quantity	Unit	Description	Engineer's Estimate		W.W. Clyde & Co		Road and Highway Builders LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
6231985	4,478.000	LINFT	NO. 10 CONDUCTOR	\$1.50	\$6,717.00	\$14.60	\$65,378.80	\$1.00	\$4,478.00
6232175	151.000	LINFT	FIBER OPTIC CABLE	\$15.00	\$2,265.00	\$105.00	\$15,855.00	\$30.00	\$4,530.00
6232460	1.000	EACH	SIGNAL HEAD (2W1C, BRACKET)	\$1,250.00	\$1,250.00	\$8,750.00	\$8,750.00	\$1,500.00	\$1,500.00
6233000	1.000	LS	WEIGH-IN-MOTION SYSTEM (4-LANE CONFIGURATION)	\$200,000.00	\$200,000.00	\$327,000.00	\$327,000.00	\$300,000.00	\$300,000.00
6240130	1.000	FA	UNIFORMED TRAFFIC CONTROL OFFICER	\$203,000.00	\$203,000.00	\$203,000.00	\$203,000.00	\$203,000.00	\$203,000.00
6240140	180.000	DAY	TRAFFIC CONTROL SUPERVISOR	\$1,000.00	\$180,000.00	\$885.00	\$159,300.00	\$400.00	\$72,000.00
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$700,000.00	\$700,000.00	\$900,000.00	\$900,000.00	\$2,100,000.00	\$2,100,000.00
6270100	1.000	LS	INSTALL STATE FURNISHED SIGNS	\$8,000.00	\$8,000.00	\$32,500.00	\$32,500.00	\$35,000.00	\$35,000.00
6270150	238.750	SQFT	PERMANENT SIGN PANELS (OVERHEAD)	\$50.00	\$11,937.50	\$95.00	\$22,681.25	\$160.00	\$38,200.00
6270160	224.810	SQFT	PERMANENT SIGN PANELS (OVERHEAD) (REMOVE)	\$15.00	\$3,372.15	\$10.50	\$2,360.51	\$30.00	\$6,744.30
6270190	5,210.200	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$90.00	\$468,918.00	\$160.00	\$833,632.00	\$120.00	\$625,224.00
6270210	270.000	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (TIMBER SUPPORTS)	\$100.00	\$27,000.00	\$160.00	\$43,200.00	\$100.00	\$27,000.00
6270240	4,929.280	SQFT	PERMANENT SIGNS, REMOVE	\$7.00	\$34,504.96	\$10.50	\$51,757.44	\$6.00	\$29,575.68
6280120	1.000	LS	MOBILIZATION	\$2,806,724.11	\$2,806,724.11	\$3,200,000.00	\$3,200,000.00	\$3,644,098.83	\$3,644,098.83
6320830	2,810.858	LINFT	EPOXY PAVEMENT STRIPING (8-INCH DOTTED WHITE)	\$1.50	\$4,216.29	\$1.05	\$2,951.40	\$3.00	\$8,432.57
6320890	33.224	MILE	EPOXY PAVEMENT STRIPING (8-INCH BROKEN WHITE)	\$2,000.00	\$66,448.00	\$1,650.00	\$54,819.60	\$1,800.00	\$59,803.20
6320940	37.126	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID WHITE)	\$4,500.00	\$167,067.00	\$5,750.00	\$213,474.50	\$4,500.00	\$167,067.00
6320950	2,286.000	LINFT	EPOXY PAVEMENT STRIPING (12-INCH SOLID WHITE)	\$2.00	\$4,572.00	\$1.55	\$3,543.30	\$5.00	\$11,430.00
6321030	34.113	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID YELLOW)	\$4,500.00	\$153,508.50	\$5,650.00	\$192,738.45	\$4,500.00	\$153,508.50
6321070	2,065.610	LINFT	EPOXY PAVEMENT STRIPING (DOUBLE SOLID YELLOW)	\$1.05	\$2,168.89	\$1.30	\$2,685.29	\$4.00	\$8,262.44
6341060	682.000	SQFT	THERMOPLASTIC PAVEMENT MARKING (VARIES)	\$20.00	\$13,640.00	\$25.75	\$17,561.50	\$20.00	\$13,640.00
6370110	1.000	LS	TEMPORARY POLLUTION CONTROL	\$65,960.25	\$65,960.25	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00
6410100	3.000	EACH	IMPACT ATTENUATOR	\$35,000.00	\$105,000.00	\$37,500.00	\$112,500.00	\$35,000.00	\$105,000.00
6460110	3,165.000	SQYD	BRIDGE DECK PREPARATION	\$5.95	\$18,831.75	\$9.65	\$30,542.25	\$5.00	\$15,825.00
6460180	3,165.000	SQYD	LIQUID MEMBRANE	\$39.50	\$125,017.50	\$107.00	\$338,655.00	\$80.00	\$253,200.00
Totals:					\$30,881,165.11		\$33,300,000.00		\$36,666,666.00

Price Sensitivity
March 16, 2023

Contract No.: 3974
Project No.: NHP-080-5(042)
Project Id: 61022
County: Elko
Range: R35 (\$28,500,000.01 to \$34,000,000)
Working: 180 days

RE: Regina Pierce
Designer: Tyler Wood

Engineer's Estimate	W.W. Clyde & Co	Road and Highway Builders LLC	Diff. Between Low & 2nd	Diff Between EE & Low	Low Bid % of EE
\$30,881,165.11	\$33,300,000.00	\$36,666,666.00	\$3,366,666.00	\$2,418,834.89	107.8%

Item No.	Quantity	Unit	Description	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	Price & Quantity Check Comments
2020120	28858.000	SQFT	REMOVAL OF PORTION OF BRIDGE DECK	\$1.75	\$3.50	\$5.00	-2,244,444.000	-7777.5%	200.0%	Yes	EE Low (\$3 - \$5)/ QTY OK
2020125	1.000	LS	REMOVAL OF PORTION OF BRIDGE	\$194,100.00	\$464,733.87	\$400,000.00	N/A	N/A	239.4%	Yes	EE OK/ Lump Sum QTY
2020400	5186.000	LINFT	REMOVAL OF CONCRETE BARRIER RAIL	\$25.00	\$28.00	\$40.00	-280,555.500	-5409.9%	112.0%	No	EE OK/ QTY OK
2020990	77875.740	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$2.00	\$1.60	\$5.00	-990,195.882	-127.1%	80.0%	No	EE OK/ QTY OK
2020995	21616.670	SQYD	REMOVAL OF BITUMINOUS SURFACE (MISCELLANEOUS COLD MILLING)	\$2.50	\$1.40	\$1.00	8,416,665.000	38936.0%	56.0%	Yes	EE OK/ QTY OK
2021110	3.000	EACH	REMOVE IMPACT ATTENUATOR	\$35,000.00	\$1,600.00	\$2,000.00	-8,416.665	-28055.5%	4.6%	Yes	EE Typo (\$1500)/ QTY OK
2021287	175422.720	LINFT	GRINDING FOR PAVEMENT MARKINGS	\$0.75	\$0.50	\$1.80	-2,589,743.077	-1476.3%	66.7%	Yes	EE OK/ QTY OK
2070110	494.600	CUYD	GRANULAR BACKFILL	\$85.00	\$160.00	\$80.00	42,083.325	8508.6%	188.2%	Yes	EE OK/ QTY OK
2120045	6066.000	SQYD	PAINTING	\$25.91	\$36.00	\$20.00	210,416.625	3468.8%	138.9%	No	EE OK/ QTY OK
3020140	858.220	CUYD	TYPE 1 CLASS B AGGREGATE BASE	\$35.00	\$150.00	\$150.00	N/A	N/A	428.6%	Yes	EE Low (\$150)/ QTY OK
4020100	1819.370	SQYD	PLANTMIXING MISCELLANEOUS AREAS	\$20.00	\$44.00	\$30.00	240,476.143	13217.6%	220.0%	Yes	EE OK/ QTY OK
4020190	134829.880	TON	PLANTMIX SURFACING (TYPE 2C) (WET)	\$99.00	\$99.00	\$79.00	168,333.300	124.8%	99.0%	No	EE OK/ QTY OK
4030100	62.247	MILE	MILLED RUMBLE STRIPS	\$1,000.00	\$675.00	\$1,000.00	-10,358.972	-16641.7%	67.5%	Yes	EE OK/ QTY OK
4030110	30395.980	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$120.00	\$126.00	\$175.00	-68,707.469	-226.0%	105.0%	No	EE OK/ QTY OK
4960130	1417.000	SQYD	BRIDGE DECK PREPARATION AND CONCRETE PLACEMENT	\$56.02	\$120.00	\$200.00	-42,083.325	-2969.9%	214.2%	Yes	EE OK/ QTY OK
4960160	105596.000	POUND	POLYMER CONCRETE AGGREGATE	\$0.19	\$0.50	\$0.40	33,666.660.000	31882.5%	263.2%	Yes	EE OK/ QTY OK
4960170	14785.000	POUND	POLYMER CONCRETE RESIN	\$2.80	\$3.50	\$3.00	6,733,332.000	45541.6%	125.0%	No	EE OK/ QTY OK
5020280	5226.000	LINFT	SINGLE SLOPE CONCRETE BARRIER RAIL, TYPE B	\$150.00	\$200.00	\$180.00	168,333.300	3221.1%	133.3%	No	EE OK/ QTY OK
5021010	680.000	CUYD	CLASS EA CONCRETE, MODIFIED (MAJOR)	\$2,500.00	\$1,200.00	\$2,400.00	-2,805.555	-412.6%	48.0%	Yes	EE OK/ QTY OK
5021860	340.000	LINFT	ASPHALT PLUG EXPANSION JOINT	\$251.63	\$995.00	\$350.00	5,219.637	1535.2%	395.4%	Yes	EE Low (\$350 - \$500)/ QTY OK
5050120	136301.000	POUND	REINFORCING STEEL (EPOXY COATED)	\$4.69	\$2.35	\$3.00	-5,179,486.154	-3800.0%	50.1%	Yes	EE OK/ QTY OK
5050130	3796.000	POUND	REINFORCING STEEL (EPOXY COATED) (DOWELED)	\$15.00	\$5.10	\$45.00	-84,377.594	-2222.8%	34.0%	Yes	EE OK/ QTY OK
6080170	6.000	EACH	EMBANKMENT PROTECTOR, TYPE 5-2G	\$5,000.00	\$9,680.00	\$7,000.00	1,256.219	20937.0%	193.6%	Yes	EE OK/ QTY OK
6080350	559.000	LINFT	12-INCH DOWNDRAIN PIPE	\$150.00	\$175.00	\$350.00	-19,238.091	-3441.5%	116.7%	No	EE OK/ QTY OK
6170780	2.000	EACH	28-FOOT PRECAST CATTLE GUARD	\$30,000.00	\$50,000.00	\$50,000.00	N/A	N/A	166.7%	Yes	EE OK/ QTY OK
6180360	12.000	EACH	GUARDRAIL TERMINAL (TANGENTIAL)	\$5,000.00	\$5,700.00	\$4,500.00	2,805.555	23379.6%	114.0%	No	EE OK/ QTY OK
6180390	6.000	EACH	GUARDRAIL-BARRIER RAIL CONNECTION	\$4,000.00	\$8,500.00	\$3,000.00	612.121	10202.0%	212.5%	Yes	EE OK/ QTY OK
6180540	5127.000	LINFT	GALVANIZED GUARDRAIL	\$55.00	\$57.00	\$70.00	-258,974.308	-5051.2%	103.6%	No	EE OK/ QTY OK
6190200	1395.000	EACH	GUIDE POSTS (RIGID)	\$55.00	\$67.50	\$80.00	-269,333.280	-19307.0%	122.7%	No	EE OK/ QTY OK
6230226	99.000	EACH	NO. 3-1/2 PULL BOX, MODIFIED	\$1,800.00	\$4,100.00	\$4,000.00	33,666.660	34006.7%	227.8%	Yes	EE OK/ QTY OK
6230232	15.000	EACH	NO. 5 PULL BOX, MODIFIED	\$2,200.00	\$4,250.00	\$1,500.00	1,224.242	8161.6%	193.2%	Yes	EE OK/ QTY OK
6230268	63.000	EACH	LUMINAIRE, TYPE B	\$825.00	\$755.00	\$800.00	-74,814.800	-118753.7%	91.5%	No	EE OK/ QTY OK
6230575	31.000	EACH	STEEL POLE, TYPE 7 (WITH SAFETY BASE)	\$10,000.00	\$10,500.00	\$15,000.00	-748.148	-2413.4%	105.0%	No	EE OK/ QTY OK
6230775	46.000	EACH	LOOP DETECTOR	\$1,480.00	\$2,600.00	\$600.00	1,683.333	3659.4%	175.7%	Yes	EE OK/ QTY OK
6231795	443.000	LINFT	1 1/2-INCH CONDUIT	\$30.00	\$125.00	\$20.00	32,063.486	7237.8%	416.7%	Yes	EE OK/ QTY OK
6231820	10288.000	LINFT	3-INCH CONDUIT	\$25.00	\$51.00	\$60.00	-374,074.000	-3636.0%	204.0%	Yes	EE OK/ QTY OK
6231960	75393.000	LINFT	NO. 2 CONDUCTOR	\$3.00	\$5.65	\$4.00	2,040,403.636	2706.4%	188.3%	Yes	EE OK/ QTY OK
6231970	19088.000	LINFT	NO. 4 CONDUCTOR	\$2.50	\$5.95	\$3.00	1,141,242.712	5978.8%	238.0%	Yes	EE OK/ QTY OK
6231975	30438.000	LINFT	NO. 6 CONDUCTOR	\$1.75	\$5.05	\$2.00	1,103,824.918	3626.5%	288.6%	Yes	EE OK/ QTY OK
6231985	4478.000	LINFT	NO. 10 CONDUCTOR	\$1.50	\$14.60	\$1.00	247,548.971	5528.1%	973.3%	Yes	EE OK/ QTY OK
6233000	1.000	LS	WEIGH-IN-MOTION SYSTEM (4-LANE CONFIGURATION)	\$200,000.00	\$327,000.00	\$300,000.00	124.691	12469.1%	163.5%	Yes	EE OK/ QTY OK
6240140	180.000	DAY	TRAFFIC CONTROL SUPERVISOR	\$1,000.00	\$885.00	\$400.00	6,941.579	3856.4%	88.5%	No	EE OK/ QTY OK
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$700,000.00	\$900,000.00	\$2,100,000.00	N/A	N/A	128.6%	No	EE OK/ QTY OK
6270190	5210.200	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$90.00	\$160.00	\$120.00	84,166.650	1615.4%	177.8%	Yes	EE Low (\$110)/ QTY OK
6270240	4929.280	SQFT	PERMANENT SIGNS, REMOVE	\$7.00	\$10.50	\$6.00	748,148.000	15177.6%	150.0%	No	EE OK/ QTY OK
6280120	1.000	LS	MOBILIZATION	\$2,806,724.11	\$3,200,000.00	\$3,644,098.83	N/A	N/A	114.0%	No	Fixed Percentage 10%
6320890	33.224	MILE	EPOXY PAVEMENT STRIPING (8-INCH BROKEN WHITE)	\$2,000.00	\$1,800.00	\$1,800.00	-22,444.440	-67554.9%	82.5%	No	EE OK/ QTY OK
6320940	37.126	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID WHITE)	\$4,500.00	\$5,750.00	\$4,500.00	2,693.333	7254.6%	127.8%	No	EE OK/ QTY OK
6321030	34.113	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID YELLOW)	\$4,500.00	\$5,650.00	\$4,500.00	2,927.536	8581.9%	125.6%	No	EE OK/ QTY OK
6370110	1.000	LS	TEMPORARY POLLUTION CONTROL	\$65,960.25	\$75,000.00	\$50,000.00	134.667	13466.7%	113.7%	No	EE OK/ Lump Sum QTY
6410100	3.000	EACH	IMPACT ATTENUATOR	\$35,000.00	\$37,500.00	\$35,000.00	1,346.666	44888.9%	107.1%	No	EE OK/ QTY OK
6460180	3165.000	SQYD	LIQUID MEMBRANE	\$39.50	\$107.00	\$80.00	124,691.333	3939.7%	270.9%	Yes	EE Low (\$100)/ QTY OK

Additional Comments: The Bid Review Analysis Team has reviewed and checked the engineer's estimate and quantities; no errors in quantities were found. Bid items for structural work in the project were added to the estimate and were not properly price checked, resulting in the default statewide average unit cost being used for those bid items; however, this did not effect the bid results. It was also discussed that the higher than anticipated costs associated with signal, lighting and ITS bid items could be the result of the newly adopted Buy America requirements and will need to be monitored for future project estimates.

Recommend to Award.

Price Sensitivity

March 16, 2023

Purpose and Need of Project: This project is located on I-80 in Elko County beginning 3 miles west of the Pilot Peak Interchange and continues to the Nevada/Utah state line. This is a pavement preservation project consisting of a mill/overlay and paving of maintenance crossovers. Replacement of existing barrier rail, guardrail, and cattleguards to reduce future maintenance needs of the aging systems is being done. Minor hydraulic repairs and full sign replacement will be completed within the entire project limits. Existing lighting at the interchanges within the project limits will be upgraded/repared and ITS upgrades will be made to the existing facilities.



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

MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors
FROM: Tracy Larkin Thomason, P.E., Director
SUBJECT: May 8, 2023 | Transportation Board of Directors Meeting
ITEM # 8: Agreement 097-23-301, with STAKER & PARSON COMPANIES, for overlay of the North Fork salt sand storage pad, SR 225 , Elko County, Nevada. - *For possible action*

Agreement No.:	097-23-301	Amendment No.:	00
Contractor:	Staker & Parson Companies	Federal:	No
Original Amount:	\$304,129.24	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$304,129.24	Receivable Amount:	\$0.00
Start Date:	05/08/2023	End Date:	6/30/2023
Division:	District III	Division Head:	Sami Yousuf

Summary:

This project consists of a three (3) inch dense graded plant-mix overlay of the North Fork salt sand storage pad on SR 225 at milepost EL-51.31.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

Recommendation for Board Action:

Approve Agreement 097-23-301, with STAKER & PARSON COMPANIES, for overlay of the North Fork salt sand storage pad SR 225 in the amount of \$304,129.24.

Prepared by:

Administrative Services Division



Attachment A

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

MEMORANDUM

April 12, 2023

TO: Jeff Lerud, P.E., Deputy Director

FROM: Sami Yousuf, P.E., District Engineer DS
SY

SUBJECT: Negotiation Summary for RFP Q3-097-23-301, Repair pavement of the North Fork salt sand storage pad on SR225 at milepost EL 51.31 in District III in Elko County.

A negotiation meeting was held at the Elko District III Office in Elko on March 30, 2023, with Staker & Parson Companies and John England, P.E., of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The duration of this agreement will be for less than one year, ending on June 30, 2023

The budgeted amount of this Agreement is comprised of 0% Federal / 100% State Funding.

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

The following schedule was agreed to by both parties:

Date	Task to be Completed
June 15, 2023	Paving and clean up complete by June 15, 2023.

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

The DEPARTMENT's original estimate was \$227,600.00.

The SERVICE PROVIDER's original estimate was \$304,129.24.

The negotiations yielded the following:

1. The total projected man-hours allocated for this project is not determined.
2. The total negotiated cost for this Agreement is \$304,129.24.

SERVICE PROVIDER's Transportation Board representative(s): is listed below.

- **Jack Tranter, Elko Area Manager, Staker & Parson Companies**
- jack.tranter@stakerparson.com
- **(775) 738-8155**

Reviewed and Approved:

DocuSigned by:

 E0C1947A442E436...
 Deputy Director

04/16/2023



Scope of Services

FOR

Q3-097-23-301

Overlay North Fork Salt Sand Storage Pad SR225 MP EL51.31 in District
III.

Elko County, Nevada

BY

NEVADA DEPARTMENT OF TRANSPORTATION
DISTRICT III ADMINISTRATION
1951 IDAHO STREET
ELKO, NEVADA 89801

TELEPHONE: (775)777-2700

SPECIAL PROVISIONS

These Special Provisions supplement and modify the "Standard Specifications for Road and Bridge Construction," 2014 Edition. All of the requirements and provisions of said Standard Specifications shall apply, except where modified by the plans and these Special Provisions.

This is an English unit contract and all of the requirements and provisions given therefore shall apply. Make no reference to metric units unless metric units are the only units given or otherwise specified for both English unit and metric unit contracts.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.05 Examination of Plans, Specifications, Contract Documents, and Site of Work.

The Project Manager to be contacted for this contract is as follows:

NDOT District 3 Office
 Greg Boggs, Supervisor 3.
 Project Manager
 1951 Idaho Street
 Elko, Nevada 89801
 (775) 777-2702

If the Project Manager is unavailable, contact the NDOT District 3 office at (775) 777-2700 for forwarding to an acceptable alternate.

102.16 DBE and SBE Certification and Bidding Requirements. The first paragraph on page 12 of the Standard Specifications is hereby deleted and the following substituted therefore:

The Contractor, sub recipient or subcontractor shall not discriminate, on basis of race, color, national origin, or sex in the performance of the contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of the contract. Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments.
- (b) Assessing sanctions.
- (c) Liquidated damages.
- (d) Disqualifying the Contractor from future bidding.

Add the following to the end of the seventh paragraph on page 12 of the Standard Specifications:

- (e) Each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.

The first sentence and Subparagraph (1) of the second paragraph on page 13 of the Standard Specifications are hereby deleted and the following substituted therefore:

Determination of whether a DBE/SBE trucking company is performing a commercially useful function and the expenditures that count toward DBE/SBE goals will be as follows:

1. The DBE/SBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and must submit to the Department a DBE/SBE Trucking Credit Worksheet before any work can be started on a contract. There cannot be a contrived arrangement between the DBE/SBE trucking firm, the prime contractor and any lower tier subcontractors for the purpose of meeting DBE/SBE goals.

The third to last paragraph on page 13 of the Standard Specifications is hereby deleted and the following substituted therefore:

The DBE/SBE subcontractors submitted by the prime Contractor as meeting the requirements of this Subsection must have a license, if applicable, for the type and quantity of work to be performed by said DBE/SBE subcontractor, issued by the appropriate agency prior to award of the contract.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

Notice of Award and Protest Procedure

PROTEST CONTENTS

Protests shall include information about the protesting firm, including the firm's name, mailing address, and phone number, as well as the name of the individual responsible for the submission of the protest. Protests shall completely and succinctly state the grounds for the protest, its legal authority, and its factual basis; protests shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

FILING OF PROTEST

Protests shall be in writing, and filed by hand delivery or by mail on or before the applicable deadline to:

Nevada Department of Transportation
ATTN: District Engineer
1951 Idaho Street
Elko, NV 89801

The proposer filing the protest shall concurrently submit a copy of the protest to the other proposers; the other proposers' addresses may be obtained from the DEPARTMENT.

COMMENTS FROM OTHER PROPOSERS

Other proposers may file statements in support of or in opposition to the protest within seven (7) calendar days of the filing of the protest. The DEPARTMENT shall promptly forward copies of all such statements to the protester. Any statements shall be sworn and submitted under penalty of perjury.

BURDEN OF PROOF

The protester shall have the burden of proving the basis of its protest. The DEPARTMENT may, in its sole discretion, discuss the protest with the protester and other proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

DECISION ON PROTEST

The DEPARTMENT's Director or designee shall issue a written decision regarding the protest within thirty (30) calendar days after the filing of the detailed statement of protest. If it is necessary to address the issues raised in a protest, the DEPARTMENT may, in its sole discretion, make appropriate revisions to the Procurement by issuing addenda.

SECTION 104 - SCOPE OF WORK

104.01 Intent of the Contract. After the first Paragraph of this section of the Standard Specifications, add the following:

The Scope of Work for this project consists of a 3-inch dense graded plant-mix overlay of the North Fork salt sand storage pad on SR225 at milepost EL-51.31.

SECTION 105 - CONTROL OF WORK

105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions. This Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

All supplementary documents are essential parts of the contract and a requirement occurring in one is binding as though occurring in all. They are complimentary and provide and describe the complete contract. If there is a discrepancy, the governing ranking is:

Dimensions	Information
1. Plan	1. Special Provisions
2. Calculated	2. Plans
3. Scaled	3. Standard Specifications
	4. Standard Plans
	5. Information received at mandatory Prebid meetings

Take no advantage of any apparent contract error or omission. Promptly give notification if any omissions or errors are discovered. Such corrections and interpretations will then be made as may be deemed necessary for fulfilling the intent of the plans and specifications.

105.16 Final Inspection and Acceptance. The fourth paragraph of this Subsection of the Standard Specifications is hereby deleted.

105.18 Disputes Review Team. This Subsection of the Standard Specifications is hereby deleted.

SECTION 106 - CONTROL OF MATERIAL

106.01 Source of Supply and Quality Requirements. Rock, soil, or other mineral material obtained or produced from sources other than those described in Subsection 106.02 must be evaluated for Naturally Occurring Asbestos (NOA) and erionite and comply with the requirements contained in the Department's "NDOT NOA & Erionite Commercial Import Material Clearance Guidance, July 2019". Submit required information for review and approval a minimum of 30 days prior to start of related work. Additional contract time will not be given for information requiring changes and re-submittal. The approval of source materials shall not relieve responsibility under the contract for successful completion of work.

A copy of "NDOT NOA & Erionite Commercial Import Material Clearance Guidance, July 2019" maybe obtained from the Department's website at

<https://www.nevadadot.com/home/showdocument?id=16763>.

106.04 Samples and Tests. The second paragraph on page 34 of the Standard Specifications is hereby deleted and the following substituted therefore:

Testing personnel are required to be qualified in the Nevada Alliance for Quality Transportation Construction (NAQTC) Aggregate Module and Sampling and Density Module or Western Alliance for Quality Transportation Construction (WAQTC) Aggregate Module and Embankment and Base Module.

The first sentence of the second indented paragraph of (e) on page 35 of the Standard Specifications is hereby deleted and the following substituted therefore:

For gradation acceptance, samples will be taken from behind the lay down machine according to Test Method No. Nev. T200, except for aggregates for bituminous open-graded which will be sampled from the paving machine.

The first sentence of the last indented paragraph of (g) on page 35 of the Standard Specifications is hereby deleted and the following substituted therefore:

For gradation acceptance, samples will be taken from behind the lay down machine according to Test Method No. Nev. T200, except for aggregates for bituminous open-graded which will be sampled from the paving machine.

In the last sentence of the second indented paragraph of (h) on page 35 of the Standard Specifications, the reference to "AASHTO T40" is hereby deleted and "AASHTO R66" substituted therefore.

In indented paragraph (i) on page 36 of the Standard Specifications, the reference to "procedure No. 10" is hereby deleted.

106.05 Certificates of Compliance. Add the following to the end of the first paragraph of this Subsection of the Standard Specifications:

Progress payments will not be made on installed or stockpiled material without approved certificates of compliance.

The third sentence of the fifth paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

All tests shall be performed by an AASHTO resource accredited facility.

SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be observed. Subparagraphs (1), (2), (3), and (5) of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

- (1) **Compliance with Regulations:** The Contractor shall comply with regulations relative to nondiscrimination, Federal regulation Title 49, Code of Federal Regulations, Part 21, Title 23, Code of Federal Regulations, Part 200, and Nevada Revised Statute 613.350, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin.
- (5) **Sanctions for Non-Compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, NDOT shall impose contract sanctions as it, the FHWA or the State may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.

107.06 Sanitary, Health, and Safety Provisions. The third paragraph of this Subsection of the Standard Specifications is hereby deleted.

107.07 Public Convenience and Safety. The first sentence of the fourth paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Retain a person certified by the American Traffic Safety Services Association (ATSSA) or Department approved equivalent as a Traffic Control Supervisor as specified in Subsection 624.03.06.

107.12 Protection and Restoration of Property and Landscape. The second to last paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Be responsible for the preservation, maintenance, and mitigation efforts to minimize erosion and water pollution throughout the duration of the project. See Section 211 and Section 637.

SECTION 108 - PROSECUTION AND PROGRESS

108.01 Subletting of Contract. Prior to the Preconstruction Conference, submit a copy of the NDOT Bidder Subcontractor and Supplier Information – Enterprise Subcontractors and Suppliers report with an additional narrative that details your plans for utilization of each Enterprise Subcontractor for the prosecution of work. Include sufficient detail to ascertain when each Enterprise Subcontractor is anticipated to work on the project. Submit updated plans by the 15th of each month indicating any changes in planned utilization.

The second sentence of the third paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Without exception and before the performance of any work by a subcontractor, submit a request to sublet and a fully executed subcontract between the Contractor and the subcontractor.

In the first sentence of the fourth paragraph of this Subsection of the Standard Specifications, the word “copies” is hereby deleted and the word “subcontract” is substituted therefore.

Subparagraphs (a) through (g) on the middle of page 54 of the Standard Specifications are hereby deleted and the following substituted therefore:

- (a) LABOR PROVISIONS: The "HOURLY MINIMUM WAGE RATES" as determined by the Labor Commissioner of the State of Nevada.
- (b) The “ADDITIONAL CONTRACT PROVISIONS - EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.”

The second paragraph of “NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACT LABOR PROVISIONS” on page 54 of the Standard Specifications is hereby deleted and the following substituted therefore:

“Also included and made part of this subcontract agreement are the necessary Labor Provisions, including the "Prevailing Wages" as determined by the Labor Commissioner of the State of Nevada.”

When performed by subcontract, the following items of work, designated herein as "Specialty Items," are hereby exempted from the provisions that 50% of the value of the work be performed

by the Contractor with his own organization, but are not exempted from the remaining provisions concerning subcontracting.

Specialty Items:

None..... N/A

108.02 Notice to Proceed. Commence work not later than the date set forth in the "Notice to Proceed" and prosecute diligently so as to be completed by **June 15, 2023**.

Liquidated damages will be assessed according to Subsection 108.09 for failure to complete the work as specified herein.

108.03 Prosecution and Progress. This Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

(a) General. After being awarded the contract, prepare and submit for acceptance the progress schedules as specified herein showing the order in which the work is proposed to be carried out.

Do not construe the acceptance of any progress schedule submitted to assign responsibility of performance or contingencies to the Department or relieve responsibility to adjust forces, equipment, and work schedules as may be necessary to insure completion of the work within prescribed contract time. Regardless of the number of working days or completion date indicated on the schedules, acceptance of a schedule shall not be construed as approval to adjust the contract time and liquidated damages will be assessed according to Subsection 108.09.

Any contingency (difference in time between the project's early completion and required contract completion date) in a progress schedule belongs to the project, not any one party to the contract.

Neither the Contractor nor the Engineer shall own the "slack" or "float," which is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity or group of activities in the schedule.

The progress schedule may be used as a basis for establishing major construction operations and as a check on the progress of work. Provide sufficient materials, equipment, and labor to guarantee the completion of the project according to the plans and specifications. Should the prosecution of the work for any reason be discontinued, give notification at least 24 hours in advance of resuming operations.

Submit electronic copies of the schedule, in addition to hard copies of plots and reports. Acceptable formats for the preliminary schedule include bar chart, Gantt chart, or time-scaled logic diagram. Provide electronic copies of the baseline, monthly updates, and supplemental schedule files in an approved, compatible format which can be accessed by the Department's current version of "Oracle" software scheduling program. The submittal of satisfactory progress schedules including preliminary, baseline, monthly updates, and supplemental schedules shall be considered as a necessary portion of the work; therefore, partial payments as set forth under Subsection 109.06 may not be forthcoming until this requirement is complied with.

The supplemental schedules and monthly updates shall not alter the logic previously established in the preliminary schedule or baseline schedule unless requested and approved in

writing.

Through the use of calendars, incorporate non-work periods such as holidays, weekends, or other non-working days as identified in the contract.

Activity descriptions shall be concise and contain a verb, noun, and a location, but representative of the work being performed.

Schedules shall reflect Department activities and third party activities.

Do not use leads or lags when the creation of an activity performs the same function (e.g. concrete cure time). Lag duration shall not exceed 10 days without prior approval and shall not have a negative value. Explain the use of interrelation constraints such as leads and lags on activities in the narrative.

Do not use mandatory start or finish constraints, start on, expected finish, and zero total float constraints in the baseline, monthly update, or supplemental schedules without approval.

Code activities for the responsible party, phasing, and area or location.

Do not use schedule submittals to notify the Department of caused delays or to request additional contract time.

Failure or delay in the submittal or approval of a baseline, monthly update, or supplemental schedule will not result in any time extension.

108.04 Limitation of Operations. Contact the Department's Water Quality Specialist within the Stormwater Division (775) 888-7771 prior to submitting the Notice of Intent (NOI) to obtain coverage under the general Permit for Stormwater Associated with Construction Activity.

Provide a copy of the Notice of Intent (NOI) for the General Permit for Storm Water Associated with Construction Activity, as specified in Section 637, prior to beginning work.

Regardless of traffic control operations, do not stop public traffic for more than 20 minute duration and do not delay it for more than 30 minutes total, regardless of the number of work zones. Any proposed traffic control plan must meet the duration of delay restrictions (20 minutes stopped, 30 minutes total delay).

Should these delay restrictions be exceeded, work will be immediately suspended. If work is suspended, submit a written revised construction plan which addresses the delay problem. Upon approval of the plan the construction operations may resume. Working days will continue to be assessed during the suspension period.

108.09 Failure to Complete the Work on Time. Liquidated damages of \$1,500.00 per working day will be assessed for failure to complete the work by the completion date specified in Subsection 108.02.

Liquidated damages of \$4,500.00 per day will be assessed for failure to clean track out areas as specified in Subsection 107.07.

SECTION 109 - MEASUREMENT AND PAYMENT

109.02 Scope of Payment.

Section 637 pay items are subject to the following requirements:

It is agreed by the parties to the contract that (a) in case the temporary pollution control implementation does not conform to the requirements set forth in Section 637, damage will be sustained by the Department, and that (b) it is extremely difficult to ascertain the actual damage which the Department will sustain; therefore, it is agreed the Contractor shall pay to the Department as liquidated damages or the Department, at its option, may deduct from any money due or to become due the Contractor from the Department an amount set forth in the following schedule:

Liquidated damages are assessed at \$350 per demerit per day plus additional damages for 21 or more demerits as indicated. Liquidated damages are cumulative per violation.

Number of Demerits From Section 637	Additional Liquidated Damage
21-30	5% of contracted amount of temporary pollution control items
31-40	10% of contracted amount of temporary pollution control items
* 41 or more.....	Potential action by the Director, value and deduct to be determined

* Pursuant to NRS 408.441 through 408.451, the Director may issue an order for compliance, commence a civil action, request the Attorney General commence a criminal action, or seek injunctive relief.

Nothing herein prevents the Nevada Division of Environmental Protection, Environmental Protection Agency, or other state, federal, or local agencies from assessing penalties and fines against the Contractor due to the Contractor's failure to comply with applicable laws, regulations, and ordinances, or any combination thereof.

109.04 Asphalt Escalation. The Asphalt Escalation Clause is **not** in effect for this contract, therefore this Subsection of the Standard Specifications is hereby deleted.

109.05 Fuel Escalation. The Fuel Escalation Clause is **not** in effect for this contract, therefore this Subsection of the Standard Specifications is hereby deleted.

109.06 Partial Payment. The fourth sentence of the first paragraph of this Subsection of the Standard Specifications is hereby deleted.

The word "adjusted" in two places in the fifth sentence of the first paragraph of this Subsection of the Standard Specifications is hereby deleted.

The fifth full paragraph, including subparagraphs (a) and (b), on page 76 of the Standard Specifications is hereby deleted.

The third and fourth sentences of the second to last indented paragraph from the bottom of page 76 of the Standard Specifications are hereby deleted.

The word "original" in two places in the last indented paragraph at the bottom of page 76 of the Standard Specifications is hereby deleted.

The word "original" in five places in subparagraph (c) Mobilization on the middle of page 77 of the Standard Specifications is hereby deleted.

109.08 Payments to Subcontractors. If the contract amount exceeds \$100,000, the second

paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Report payments made to each subcontractor and each DBE/SBE supplier via the Department's Civil Rights and Labor (CRL) reporting software by the 15th day of each month following payment. Access to the software is provided at no cost. Ensure that subcontractors report their payments to lower-tier subcontractors via the CRL reporting software. Ensure that subcontractors verify payments made to them via the CRL reporting software. If subcontractors do not confirm payments via the CRL reporting software, proof of payment may be required. Reporting via the CRL reporting software is considered a necessary portion of the work and partial payments as set forth under Subsection 109.06 may not be forthcoming until this requirement is complied with.

SECTION 110 - WAGES AND CONDITIONS OF EMPLOYMENT

State funded projects greater than \$100,000 require the submission of weekly certified payrolls as described in this section.

110.01 Description. The sixth and seventh paragraphs of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

The minimum wage rates apply to workers working upon the "site of the work." The term "site of the work" is defined per NRS 338.040, NAC 338.009, and 29 CFR § 5.2(l).

The last paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Submit payrolls electronically into the Department's Civil Rights and Labor (CRL) reporting software on a weekly basis. This requirement will apply to the prime Contractor and every lower tier Subcontractor, service provider and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive and the applicable parts of 29 CFR. Access to the CRL reporting software will be provided at no cost for the duration of the contract.

List, for each employee, a designation of race, ethnicity, color, or national origin, and male/female identifier on each weekly payroll.

For standardization purposes the Department has established the following identifications:

CAUC - White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

BLK - Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

AM-IN - Native American - American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through a tribe or community.

HW-PF - Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

HISP - Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

T-MR - Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

NTSP - Not Specified: Only for persons who specifically request not to list their race, ethnicity, color or national origin.

SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

202.03.08 Salvage. Salvage and use the material produced by the cold milling as shouldering material.

202.03.09 Disposal of Material. All materials removed not designated as salvage shall be removed from the project and disposed of lawfully at the expense of contractor.

SECTION 401 - PLANTMIX BITUMINOUS PAVEMENTS - GENERAL

401.02.02 Composition of Mixtures. Asphalt Cement, Grade PG 76-22NV or Grade PG 76-22NVTR Grade PG 64-28NV or Grade PG 64-28NVTR shall be the only grade permitted for use in plantmix bituminous dense-graded and open-graded aggregate mixtures.

The fourth sentence of paragraph (b) on page 145 of the Standard Specifications is hereby deleted and the following substituted therefore:

Identify the asphalt cement supplier and shipping point, as well as the tack coat supplier and type in the job-mix formula.

SECTION 402 - PLANTMIX BITUMINOUS SURFACE

402.03.05 Surface Tolerances. This Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Produce completed surfacing which is smooth and free from ruts, humps, depressions or irregularities. Eliminate ridges, indentations, or other objectionable marks left in the surface by rolling or other means. Discontinue the use of equipment that leaves ridges, indentations, or other objectionable marks in the bituminous surface, or does not consistently produce a surface meeting straightedge requirements.

Correct defective areas by approved methods.

402.03.06 Compaction. Perform compaction according to Standard Rolling Pattern "Method A".

SECTION 405 - TACK COAT

405.03.01 Equipment. Subparagraph “(c)” of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

- (c) Positive automatic in-cab controls including tachometer, pressure gages, and digital volume measuring device.

405.03.04 Application of Bituminous Materials. Manually check the spray rate by measuring the volume of emulsion in the tank before spraying and rechecking the volume in the tank after spraying. The project superintendent shall check the depths on the calibration stick with the Engineer prior to placement. Uniformly apply asphalt within 0.02 gal/yd² of the required rate. Failure to comply with the requirements for distribution equipment or providing weigh back tickets to accurately determine the application of emulsified or cutback asphalt will be deemed as failing material. Twenty-one demerits will be assessed and subject to the provisions of Subsection 109.02.

SECTION 624 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

624.03.03 Flaggers. Equip the flagger at each end of the work zone with a watch or suitable timing device. Flaggers at each end of the work zone shall document times when public traffic is stopped and released. Submit the documentation daily on a suitable form at the end of the shift in conjunction with the reconciliation of flagger hours.

Equip the flaggers at each end of the work zone with two-way communication radios to allow them to be in contact with each other to control public traffic through the work zone as conditions require.

624.03.06 Traffic Control Supervisor. ~~The second sentence of this Subsection is hereby deleted and the following substituted therefore:~~

SECTION 405 - TACK COAT

The persons so designated shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified as a Traffic Control Supervisor by ATSSA or Department approved equivalent.

SECTION 625 - CONSTRUCTION SIGNS

625.03.05 Contractor Designed Traffic Control Plans. The second sentence of the second paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

The proposed traffic control plan shall be prepared and/or certified as to conformance with the above by a Professional Traffic Operation Engineer (PTOE), or a Traffic Control Supervisor certified by ATSSA or Department approved equivalent and shall include the PTOE registration number or Traffic Control Supervisor certification number of the certifying person.

SECTION 637 - TEMPORARY POLLUTION CONTROL

This Section of the Standard Specifications is hereby deleted and the following substituted therefore:

637.01.01 General. This work consists of the construction, installation, maintenance, and removal of temporary pollution control Best Management Practices (BMPs) in accordance with National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) requirements issued by the Nevada Division of Environmental Protection (NDEP) Bureau of Water Pollution Control (BWPC), and as directed. Unless noted otherwise, CGP shall refer to the NPDES CGP issued by NDEP BWPC. BMPs are intended to provide prevention, control, and abatement of water and air pollution to the maximum extent practicable from the first day of construction activities until relief of maintenance has been granted for the project.

Temporary pollution control and erosion control work shall conform to CGP requirements and NDOT's "Construction Site Best Management Practices (BMPs) Manual," hereinafter referred to as the Manual, and addenda thereto issued up to, and including, the date of advertisement of the contract. The Manual can be accessed on the NDOT website. Adhere to the Manual's minimum requirements for the selection and implementation of construction site BMPs. Know, understand, and fully comply with the provisions of the Manual, Federal, State, and local regulations governing stormwater and non-stormwater discharges from both the project site and areas of disturbance outside the project limits during construction.

For projects requiring procurement of a CGP for stormwater discharges, a Stormwater Pollution Prevention Plan (SWPPP) shall be developed and implemented. The Department furnished "Stormwater Pollution Prevention Plan (SWPPP) Template for Construction Activities," Form 018-002SWPPP may be used to develop the SWPPP. The template form can be accessed on the NDOT website under the Environmental section - Stormwater Program or by request.

Refer to the Manual fact sheets for individual BMP requirements. BMPs requiring sizing or design criteria in accordance with the CGP or the Manual shall be designed by a Nevada Registered Civil Professional Engineer (PE), pursuant to NRS Chapter 625, and shall be included as an addendum to the SWPPP.

Refer to the NDEP BWPC website for a copy of the CGP and information pertaining to SWPPP development. Refer to the Environmental Protection Agency (EPA) Region 9 stormwater permitting website for a copy of the EPA CGP and information pertaining to SWPPP development.

The CGP includes and covers stormwater discharges from Department furnished material sources for general fill material, aggregate, and/or staging of a temporary asphalt or concrete batch plant operation dedicated solely to a specific contract. Install, inspect, and maintain temporary pollution control BMPs for these areas and include these areas in the SWPPP.

Be responsible for water quality monitoring of effluent for any Department furnished material sources where groundwater or accumulated stormwater will be discharged. Provide water quality monitoring results for the parameter in Table I a minimum of once per year for the duration of the project for each outfall associated with the dewatering discharge(s).

TABLE I

Parameter	Effluent Limit	Sample Type
pH	6.0 – 9.0 S.U.	Grab

Submit water quality monitoring results within 24 hours from the time of sampling. Water quality monitoring results failing to meet the numeric effluent limitations in Table I shall be

documented in an exceedance report. Water quality monitoring exceedance reports shall include the following:

1. Project name, project number and location and/or physical address;
2. Name of receiving water;
3. Monitoring data from the current and previous monitoring events, if applicable;
4. Explanation of the situation, including what actions have been completed or will be completed to correct the violation; and
5. Contact name, title, and phone number.

Submit water quality monitoring exceedance reports to the Department's Stormwater Division Compliance and Enforcement Supervisor at (775) 888-7771 within 24 hours from the time of sampling.

The SWPPP document, including diagrams, maps, and calculations, shall be completed and implemented prior to commencement of earth disturbing activities. The official SWPPP shall remain on the project site or at an easily accessible location from the first day of erosion and sediment control installation activities until relief of maintenance has been granted for the project. A copy of the official SWPPP shall be made immediately available upon request to NDEP, EPA, NDOT, FHWA, or any other State, Tribal, or local agency with jurisdiction of stormwater discharges.

637.01.02 Water Pollution Control Manager. For projects requiring procurement of a CGP, designate a certified Water Pollution Control Manager (WPCM) who has successfully completed the "Water Pollution Control Manager" training class provided by the Associated General Contractors/Nevada Contractors Association. To register for this class, contact the Education and Training Director of the Associated General Contractors/Nevada Contractors Association Las Vegas. Submit a copy of the certificate demonstrating the WPCM's successful completion of the training class. The WPCM shall maintain current standing with the training from the date of contract award until relief of maintenance has been granted for the project. Failure to maintain current certification status may result in the ceasing of all operations not related to maintaining public safety until a WPCM with valid certification is assigned to the project. Working days will continue to be counted.

The WPCM shall be knowledgeable in the principles and practices of the installation and maintenance of erosion and sediment controls in accordance with the CGP, the Manual, and as identified in the current SWPPP. The WPCM shall be capable of identifying existing and predictable effects of the contractor's operations and shall have complete authority to direct the contractor's personnel and equipment to implement the requirements described herein.

The WPCM shall be an employee under direct supervision of the Contractor, and shall be responsible for developing, implementing, and updating the SWPPP. The WPCM shall be responsible for updating the SWPPP in accordance with the requirements of the CGP.

The WPCM shall be responsible for stormwater inspections and ensuring the installation, maintenance, and removal of temporary pollution control BMPs comply with the requirements of the CGP and SWPPP. The WPCM shall serve as the primary contact for issues related to the

SWPPP, permits, or their implementation and shall be available by phone 24 hours a day and shall be capable of being on-site within 24 hours of notification of a deficiency from the first day of activities until relief of maintenance has been granted for the project.

The WPCM shall be responsible for reporting all illicit discharges or illicit connections to the storm sewer system found within the project limits immediately upon discovery. Refer to the CGP and NDEP's Spill Prevention website, in-state hotline at (775) 687-9485, or out-of-state hotline at (888) 331-6337 for additional reporting requirements.

637.01.03 Permits. Not all projects require the permits discussed in this Subsection.

Prepare any applicable discharge permit applications, including any required modifications and amendments thereto, in accordance with Subsection 107.02.

Contact the Department's Stormwater Division at (775) 888-7771 a minimum of 7 days prior to submitting the Notice of Intent (NOI) to obtain coverage under a CGP. The Stormwater Division will provide documentation summarizing NOI requirements.

When submitting a NOI, reference the Department Engineer's name as the appropriate Owner (NDOT) contact, the appropriate District address, and reference NDOT's Contract Number in the Site Name of the NOI. Ensure billing information of the NOI reflects the Operator (Contractor) to receive the invoice for annual permit renewal.

Construction activities may require simultaneous coverage under the CGP and the EPA CGP.

File a separate NOI with NDEP and/or EPA to apply for coverage under the appropriate CGP for land and earth disturbance areas outside of NDOT right-of-way and not displayed on the plans. Contractor furnished material sources, staging areas, plant sites, turnaround areas, or any other contractor caused ground disturbance outside the right-of-way and not shown on the plans are the Contractor's responsibility and shall be submitted under a NOI package separate from the ground disturbance within right-of-way and shown on the plan sheet details. As these separate CGPs are the sole responsibility of the Contractor, NDOT shall not be listed as an Owner or Operator. Submit a copy of all separate signed NOI certification statements. The Department is not responsible for delays caused by incomplete or inaccurate submittals to NDEP and/or EPA by the Contractor.

Upon notice of award initiate the procurement of permits and submit a copy of executed permits procured prior to commencement of earth disturbance activities requiring permitting.

Regardless of the permitting authority requirements, photograph and submit electronic color photo documentation of existing vegetation and pre-construction site conditions of the entire project, including areas outside of NDOT right-of-way subject to earth disturbance, prior to commencement of earth disturbing activities. Photograph and submit electronic color photo documentation of post-construction site conditions for all lands disturbed by construction activities, including areas outside of NDOT right-of-way, with the relief of maintenance request. All electronic photo documentation shall be date/time stamped.

For project requiring procurement of a CGP, submit a request for relief of maintenance only after completion of an inspection of the sediment and erosion control measures conducted during the final inspection in accordance with Subsection 105.16. Include a copy of the Notice of Termination request or request to transfer full CGP responsibilities to the Department with the

relief of maintenance request. When requesting to transfer full CGP responsibilities to the Department, submit a copy of the final SWPPP documenting current field conditions with the relief of maintenance request. Adhere to all permit requirements until relief of maintenance has been granted for the project.

637.01.04 Noxious Weed Management. Develop and follow a Noxious Weed Management Plan to prevent the establishment and spread of Nevada State listed noxious weeds per NRS 555 (available at http://agri.nv.gov/Plant/Noxious_Weeds/Noxious_Weeds_Home/).

Submit a copy of the Noxious Weed Management Plan for review and approval at the pre-construction conference.

The management plan shall include a physical survey of noxious weeds, mapping of existing noxious weed populations, appropriate eradication/control methods based on weed type, location, applicator certification, monitoring, and retreatment as necessary. Include methods for keeping equipment, personnel, staging areas, construction and excavation sites, and roadways clear of noxious weed plants and seeds. The plan shall also address the treatment of weeds in topsoil salvage material.

Equipment leaving noxious weed infested areas shall be cleaned prior to moving to areas free from noxious weeds. Equipment coming into or leaving the project area shall be cleaned and the cleaning area kept clear of plant material and contaminated dirt to prevent weed spread. The cleaning method shall be as approved.

CONSTRUCTION

637.03.01 General. Be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, replacing, removing, and disposing of the BMPs specified in the SWPPP, Temporary Working in Waterways Permits, and any other applicable permit. Installed BMPs shall perpetuate natural flow patterns and conveyances, such that flooding or ponding, is not caused inside or outside of the right-of-way or that may pose a hazard to motorists, pedestrians, or any other user.

For projects requiring procurement of a CGP and SWPPP development, perform a stormwater inspection of the construction site prior to the commencement of earth disturbing activities to ensure construction site BMPs are installed in accordance with the current SWPPP and adhere to the Manual's minimum requirements for the selection and implementation of construction site BMPs.

For projects requiring procurement of a CGP, perform and document stormwater inspections in accordance with the CGP requirements and as directed. The Contractor and Engineer shall perform simultaneous stormwater inspections when directed by the Engineer.

Repairs and/or placement of temporary erosion and sediment control measures, or correction of any CGP deficiency identified during a stormwater inspection, shall be conducted in accordance with the CGP requirements.

If failure to comply with CGP requirements results in a violation where fines, penalties, and/or any other monetary impacts are incurred by the Department or Contractor, penalties will be assessed in the amount of the incurred fines, penalties, and/or monetary impacts resulting from the violation in accordance with Subsection 107.01. The Department will deduct the amount of

said penalties from any monies due.

Failure to comply with the temporary pollution control requirements contained herein may be considered a stormwater deficiency. Stormwater deficiencies will be assessed demerits according to the following schedule.

Stormwater Deficiency Category	Demerits
Failure to submit a copy of executed NOI documentation	1
Failure to make SWPPP easily accessible or make the SWPPP available upon request	1
Failure to properly submit the NOI to NDEP/EPA	1
Failure to contact NDOT before submitting NOI for CGP coverage	5
Failure to submit an active SWPPP document when requesting to transfer full CGP responsibilities to the Department	5
Failure to install and maintain a rain gauge (if applicable)	5
Failure to submit required pre- or post- construction photo documentation (included in SWPPP upon transferring to the Department)	10
Failure to perform a construction site stormwater inspection prior to the commencement of earth disturbing activities	10
Failure to provide a WPCM with current certification status	20
Failure to submit a copy of a separate NOI for areas outside of right-of-way	20
Failure to obtain CGP Coverage	50

Pursuant to NRS 408.441 through 408.451, the Director may issue an order for compliance, commence a civil action, request the Attorney General to commence a criminal action, or seek injunctive relief.

Liquidated damages will be assessed for non-compliance with temporary pollution control requirements contained herein in accordance with Subsection 109.02. Failure to achieve and maintain compliance with temporary pollution control requirements may result in the ceasing of all operations not related to achieving compliance or maintaining public safety. Working days will continue to be counted and liquidated damages will be assessed during such cessation.

The Contractor is solely liable for any suspension of work and/or enforcement actions resulting from CGP violations. CGP non-compliance may result in termination of this Contract in accordance with Subsection 108.10.

Do not remove BMPs addressing stormwater discharge from areas subjected to earth disturbing activities until final stabilization per the CGP has been achieved or as directed. This may require BMPs be left in-place following the completion of construction activities. Properly maintain such BMPs, as specified in the Manual, and as directed, until relief of maintenance is granted for the project.

Land disturbance areas beyond those depicted in the contract documents resulting from Contractor construction activities shall undergo final stabilization at the Contractor's expense. These include, but are not limited to, staging areas, turnaround areas, employee parking areas, and areas of ingress and egress. Submit final stabilization plans for review and approval.

637.03.02 Dust Control. Develop, obtain, and pay for all State and local entity permits and fully comply with the terms specified therein. Furnish and apply water or chemical dust palliative for controlling dust on the areas designated and according to permit conditions. Use equipment and obtain water as specified in Subsection 107.21.

Control dust originating from traffic, plant, or construction operations either inside or outside the right of way at all times according to EPA, State, and local laws, ordinances, and regulations.

Consult the Manual fact sheets for appropriate dust palliative product selection. The use of dust palliatives containing cationic treatment chemicals is prohibited.

Mix and apply dust palliative as recommended by the manufacturer. Prepare the soil for application of dust palliative according to manufacturer instructions. Apply additional applications of dust palliative to control dust or as required by air quality regulating authorities.

Maintain all disturbed areas in a condition to prevent wind erosion and particulate emissions 24 hours a day, 7 days a week until the construction site is completely stabilized as shown on the plans and as required.

For contracts in Washoe or Clark Counties, provide a copy of the applicable Air Quality Management "Dust Control Permit" for construction activity prior to beginning work. Provide a copy of the final inspection and release from the applicable Air Quality Management "Dust Control Permit" upon completion of construction activities.

The geology in the project area may support erionite minerals (a fibrous mineral with similar health risk to asbestos). The applicable Air Quality Management "Dust Control Permit" for construction activity application requires the development of a Dust Control Mitigation Plan (DCMP). The fact that there may be erionite in soil and rock material in the area must be considered during the development and implementation of the DCMP and during health and safety planning. If, based on the scope of the project, no "Dust Control Permit" is required, the contractor is still required to prepare and follow a DCMP for this project. The DCMP must be designed to prevent visible dust due to project activities.

Immediate notification will be given in writing for failure to maintain adequate dust control and may result in immediate suspension of construction operations. If failing to remedy unsatisfactory dust control within 1 hour after receipt of such notice, the Engineer may immediately proceed to take necessary action to maintain dust control and the entire cost of this maintenance will be deducted from money due or to become due.

METHOD OF MEASUREMENT

637.04.01 Measurement. Temporary pollution control will be measured by the lump sum.

BASIS OF PAYMENT

637.05.01 Payment. The accepted quantities, measured as provided above, will be paid for at the contract price bid per unit of measurement for the pay items listed below that are shown in the proposal. Payment will be full compensation for the installation, ongoing maintenance, and removal of the work in accordance with stormwater requirements or as directed as prescribed in this Section.

Partial payments for temporary pollution control will be made as the work progresses. The Engineer will determine the reasonable payment percentage for each payment cycle. When requested, furnish invoices and receipts for actual costs. The amount paid on the next progress payment will be 50% of the amount determined.

A maximum amount of 5% of the contract amount will be paid for temporary pollution control during the progress of the work. Upon completion of all work on the project, payment of any amount bid for temporary pollution control in excess of 5% of the contract amount will be paid.

Payment will be made under:

Pay Item	Pay Unit
Temporary Pollution Control	Lump Sum

SECTION 703 - BITUMINOUS MATERIALS

703.03.02 Asphalt Cements. The reference to "AASHTO T316" throughout this Subsection of the Standard Specifications is hereby deleted and "ASTM D4402" is substituted therefore.

The test procedure for solubility, AASHTO T44, is hereby amended to allow the use of n-propyl bromide.

Rows eleven through thirteen of the table on the top of page 511 of the Standard Specifications are hereby deleted and the following substituted therefore:

Creep Recovery, $R_{3.2}$, Test Temp 76 °C @ 3.2 kPa, % (b)	AASHTO T350	40.0 Min.
Non-Recoverable Creep Compliance, $J_{nr3.2}$, Test Temp 76 °C @ 3.2 kPa, kPa^{-1} (b)	AASHTO T350	2.0 Max.
Non-Recoverable Creep Compliance Difference, J_{nrdiff} , % (b)	AASHTO T350	Report

Add the following footnote to the table on the top of page 511 of the Standard Specifications:

(b) AASHTO T350 shall be performed individually, not in conjunction with AASHTO T315.

The ninth and tenth rows of the table on the bottom of page 511 of the Standard Specifications are hereby deleted and the following substituted therefore:

Creep Recovery, %	36.0 Min.	30.0 Min.	21
Non-Recoverable Creep Compliance, kPa^{-1}	2.2 Max.	2.5 Max.	21

The last row of the table on the bottom of page 511 of the Standard Specifications is hereby deleted and the following substituted therefore:

Creep Stiffness, m-value	0.290 Min.	0.245 Min.	21
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Rows eleven through thirteen of the table on the top of page 513 of the Standard Specifications are hereby deleted and the following substituted therefore:

Creep Recovery, $R_{3.2}$, Test Temp 76 °C @ 3.2 kPa, % (b)	AASHTO T350	40.0 Min.
Non-Recoverable Creep Compliance, $J_{nr3.2}$, Test Temp 76 °C	AASHTO T350	2.0 Max.

@ 3.2 kPa, kPa^{-1} (b)

Non-Recoverable Creep Compliance Difference, $J_{\text{nr diff}}$, % (b) AASHTO T350 Report

Add the following footnote to the table on the top of page 513 of the Standard Specifications:

(b) AASHTO T350 shall be performed individually, not in conjunction with AASHTO T315.

The eighth and ninth rows of the table on the bottom of page 513 of the Standard Specifications are hereby deleted and the following substituted therefore:

Creep Recovery, %	36.0 Min.	30.0 Min.	21
Non-Recoverable Creep Compliance, kPa^{-1}	2.2 Max.	2.5 Max.	21

The last row of the table on the bottom of page 513 of the Standard Specifications is hereby deleted and the following substituted therefore:

Creep Stiffness, m-value	0.290 Min.	0.245 Min.	21
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703.03.03 Cutback Asphalts. The test procedure for solubility, AASHTO T44, is hereby amended to allow the use of n-propyl bromide.

703.03.04 Emulsified Asphalts. This Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

The test procedure for solubility, AASHTO T44, is hereby amended to allow the use of n-propyl bromide.

When tolerances are expressed in terms of percent, the allowable deviation is calculated as the indicated percentage at the upper or lower specification limit, whichever is applicable.

Tests will be performed within 14 days from the date sampled.

Emulsions may be required to be diluted with water to the percentages of 70 and 30, 60 and 40, or 50 and 50 by mass. The values are specified as %Emulsion and %Added Water of the diluted mixture.

CATIONIC EMULSIFIED ASPHALTS

TEST	TEST METHOD	Slow Setting		TOLERANCE
		CSS-1	CSS-1h	
Tests on Emulsion:				
Viscosity, Rotational Paddle @ 25 °C (77 °F), $\text{mPa}\cdot\text{s}$	Nev. T762	45-220	45-220	None
Viscosity, Rotational Paddle @ 50 °C (122 °F), $\text{mPa}\cdot\text{s}$	Nev. T762	—	—	None
Residue, %	Nev. T759	57 Min.	57 Min.	1.0
Storage Stability, 24 hr, %	Nev. T759	1 Max.	1 Max.	0.5

Sieve, %	Nev. T759	0.10 Max.	0.10 Max.	0.03
Cement Mixing, %	Nev. T759	2.0 Max.	2.0 Max.	0.2
Particle Charge	Nev. T759	Pass	Pass	None
pH	ASTM E70	—	—	None
Oil Distillate, % by volume	Nev. T759	—	—	None
Tests on Residue from Evaporation:				
Penetration @ 25 °C (77 °F), 100 g, 5 sec	Nev. T759	100-250	40-90	7.0%
Solubility, %	AASHTO T44	97.5 Min.	97.5 Min.	0.10
Ductility @ 25 °C (77 °F), 5 cm/min, cm	AASHTO T51	40 Min.	40 Min.	10%
Tests on Diluted Emulsion:				
Residue, %, 70% and 30%	Nev. T759	40 Min.	40 Min.	1.0
Residue, %, 60% and 40%	Nev. T759	34 Min.	34 Min.	1.0
Residue, %, 50% and 50%	Nev. T759	29 Min.	29 Min.	1.0

CATIONIC EMULSIFIED ASPHALTS

TEST	TEST METHOD	Medium Setting	TOLERANCE
		CMS-2s	
Tests on Emulsion:			
Viscosity, Rotational Paddle @ 25 °C (77 °F), mPa·s	Nev. T762	—	None
Viscosity, Rotational Paddle @ 50 °C (122 °F), mPa·s	Nev. T762	110-1020	None
Residue, %	Nev. T759	60 Min.	1.0
Storage Stability, 24 hr, %	Nev. T759	1 Max.	0.5
Sieve, %	Nev. T759	0.10 Max.	0.03
Cement Mixing, %	Nev. T759	—	0.2
Particle Charge	Nev. T759	—	None
pH	ASTM E70	2.0-5.0	None
Oil Distillate, % by volume	Nev. T759	5.0-15.0	None
Tests on Residue from Distillation:			
Penetration @ 25 °C (77 °F), 100 g, 5 sec	Nev. T759	100-250	7.0%
Solubility, %	AASHTO T44	97.5 Min.	0.10
Ductility @ 25 °C (77 °F), 5 cm/min, cm	AASHTO T51	—	10%
Tests on Diluted Emulsion:			
Residue, %, 70% and 30%	Nev. T759	—	1.0
Residue, %, 60% and 40%	Nev. T759	—	1.0
Residue, %, 50% and 50%	Nev. T759	30 Min.	1.0

CATIONIC EMULSIFIED ASPHALTS

TEST	TEST METHOD	Rapid Setting	Quick Setting		TOLERANCE
		CRS-2nv	CQS-1nv	CQS-1h	
Tests on Emulsion:					
Viscosity, Rotational Paddle @ 25 °C (77 °F), mPa·s	Nev. T762	—	45-220	45-220	None
Viscosity, Rotational Paddle @ 50 °C (122 °F), mPa·s	Nev. T762	425-1200	—	—	None
Residue, %	Nev. T759	65 Min.	57 Min.	57 Min.	1.0
Storage Stability, 24 hr, %	Nev. T759	1 Max.	—	—	0.5
Demulsibility, %	Nev. T759	40 Min.	—	—	5%
Sieve, %	Nev. T759	0.10 Max.	0.10 Max.	0.10 Max.	0.03
Cement Mixing, %	Nev. T759	—	25 Min. (a)	—	None
Particle Charge	Nev. T759	Pass	Pass	Pass	None
Oil Distillate, % by volume	Nev. T759	3 Max.	—	—	None
Tests on Residue from Evaporation:					
Penetration @ 25 °C (77 °F), 100 g, 5 sec	Nev. T759	60-100	40-90	40-90	7.0%
Solubility, %	AASHTO T44	97.5 Min.	97.5 Min.	97.5 Min.	0.10
Ductility @ 25 °C (77 °F), 5 cm/min, cm	AASHTO T51	40 Min.	40 Min.	40 Min.	10%
Tests on Diluted Emulsion:					
Residue, %, 70% and 30%	Nev. T759	—	40 Min.	40 Min.	1.0
Residue, %, 60% and 40%	Nev. T759	—	34 Min.	34 Min.	1.0
Residue, %, 50% and 50%	Nev. T759	—	29 Min.	29 Min.	1.0

- (a) If the amount of breakage is significant enough to impede the flow of water through the testing screen, thus making it impossible to calculate a result, the test will be considered passing.

Cationic emulsified asphalts not conforming to the requirements specified herein will be assessed demerits according to the following schedule.

TEST	INCREMENT	DEMERITS
Viscosity, CSS-1, CSS-1h, CQS-1nv, CQS-1h	4.5 mPa·s above maximum or below minimum to 30 mPa·s	1
Viscosity, CSS-1, CSS-1h, CQS-1nv, CQS-1h	Below 30 mPa·s	10

Viscosity, CRS-2nv	5 mPa·s above maximum or below minimum	1
Viscosity, CMS-2s	4.5 mPa·s above maximum or below minimum to 30 mPa·s	1
Viscosity, CMS-2s	Below 30 mPa·s	21
Residue, %	1 % below minimum	2
Demulsibility, %	1 % below minimum	2
Sieve, %	0.1 % above maximum	1
Cement Mixing, %, CSS-1, CSS-1h	0.5 % above maximum	1
Cement Mixing, %, CQS-1nv	Below minimum	21
Particle Charge	Fail	21
Oil Distillate, %	0.25 % above maximum or below minimum	2
Penetration	0.1 mm above maximum or below minimum	1
Solubility, %	0.01 % below minimum	1

ANIONIC EMULSIFIED ASPHALTS

TEST	TEST METHOD	SLOW SETTING		TOLERANCE
		SS-1	SS-1h	
Tests on Emulsion:				
Viscosity, Rotational Paddle @ 25 °C (77 °F), mPa·s	Nev. T762	45-220	45-220	None
Residue, %	Nev. T759	57 Min.	57 Min.	1.0
Storage Stability, 24 hr, %	Nev. T759	1 Max.	1 Max.	0.5
Sieve, %	Nev. T759	0.10 Max.	0.10 Max.	0.03
Cement Mixing, %	Nev. T759	2.0 Max.	2.0 Max.	0.2
Tests on Residue from Distillation:				
Penetration @ 25 °C (77 °F), 100 g, 5 sec	Nev. T759	100-200	40-90	7.0%
Solubility, %	AASHTO T44	97.5 Min.	97.5 Min.	0.10
Ductility @ 25 °C (77 °F), 5 cm/min, cm	AASHTO T51	40 Min.	40 Min.	10%
Tests on Diluted Emulsion:				
Residue, %, 70% and 30%	Nev. T759	40 Min.	40 Min.	1.0
Residue, %, 60% and 40%	Nev. T759	34 Min.	34 Min.	1.0
Residue, %, 50% and 50%	Nev. T759	29 Min.	29 Min.	1.0

Anionic emulsified asphalts not conforming to the requirements specified herein will be assessed demerits according to the following schedule.

TEST	INCREMENT	DEMERITS
Viscosity	4.5 mPa·s above maximum or below	1

	minimum to 30 mPa·s	
Viscosity	Below 30 mPa·s	10
Residue, %	1 % below minimum	2
Sieve, %	0.1 % above maximum	1
Cement Mixing, %	0.5 % above maximum	1
Penetration	0.1 mm above maximum or below minimum	1
Solubility, %	0.01 % below minimum	1

LATEX MODIFIED RAPID SETTING EMULSIFIED ASPHALT

TEST	TEST METHOD	LMCRS-2h	TOLERANCE
Tests on Emulsion:			
Viscosity, Rotational Paddle @ 50 °C (122 °F), mPa·s	Nev. T762	425-1200	None
Residue, %	Nev. T759	65 Min.	1.0
Storage Stability, 24 hr, %	Nev. T759	1 Max.	0.5
Demulsibility, %	Nev. T759	40 Min.	5%
Sieve, %	Nev. T759	0.30 Max.	0.03
Particle Charge	Nev. T759	Pass	None
Tests on Residue from Evaporation:			
Penetration @ 25 °C (77 °F), 100 g, 5 sec	Nev. T759	40-90	7%
Torsional Recovery, %	Nev. T757	22 Min.	None
Ductility @ 25 °C (77 °F), 5 cm/min, cm	AASHTO T51	40 Min.	10%

Latex modified emulsified asphalt not conforming to the requirements specified herein will be assessed demerits according to the following schedule.

TEST	INCREMENT	DEMERITS
Viscosity	5 mPa·s above maximum or below minimum	1
Residue, %	1% below minimum	2
Demulsibility, %	1% below minimum	2
Sieve, %	0.1% above maximum	1
Particle Charge	Fail	21
Penetration	0.1 mm above maximum or below minimum	1
Torsional Recovery, %	1% below minimum	1

MICRO-SURFACING EMULSION

TEST	TEST METHOD	MSE	MSE-h	TOLERANCE
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Tests on Emulsion:				
Viscosity, Rotational Paddle @ 25 °C (77 °F), mPa·s	Nev. T762	45-220	45-220	None
Residue, %	Nev. T759	64 Min.	64 Min.	1.0
Storage Stability, 24 hr, %	Nev. T759	1 Max.	1 Max.	0.5
Sieve, %	Nev. T759	0.30 Max.	0.30 Max.	0.03
Particle Charge	Nev. T759	Pass	Pass	None
Polymer Content, % by mass of residual asphalt	(a)	3.5 Min.	3.5 Min.	None
Tests on Residue from Evaporation:				
Penetration @ 25 °C (77 °F), 100g, 5 sec	Nev. T759	40-90	—	7%
Penetration @ 25 °C (77 °F), 100g, 5 sec	Nev. T759	—	35-55	None
Softening Point, °C (°F)	AASHTO T53	60 (140) Min.	60 (140) Min.	None
Torsional Recovery, %	Nev. T757	25 Min.	25 Min.	None
Ductility @ 25 °C (77 °F), 5 cm/min, cm	AASHTO T51	60 Min.	60 Min.	10%

(a) Certificates of compliance provided for the material shall certify that the minimum polymer content is present.

Micro-surfacing emulsion not conforming to the requirements specified herein will be assessed demerits according to the following schedule.

TEST	INCREMENT	DEMERITS
Viscosity	4.5 mPa·s above maximum or below minimum to 30 mPa·s	1
Viscosity	Below 30 mPa·s	10
Residue, %	1% below minimum	4
Sieve, %	0.1% above maximum	1
Particle Charge	Fail	21
Penetration	0.1 mm above maximum or below minimum	1
Softening Point	0.5 °C (1 °F) below minimum	2
Torsional Recovery, %	1% below minimum	2

POLYMER MODIFIED PAVEMENT SEALANT

TEST	TEST METHOD	PMPS-h	TOLERANCE
Tests on Emulsions:			
Viscosity, Rotational Paddle @ 50 °C (122 °F), mPa·s	Nev. T762	425-1200	None

Residue, %	Nev. T759	65 Min.	1.0
pH	ASTM E70	4.0 Max.	None
Sieve, %	Nev. T759	0.1 Max.	0.03
Oil Distillate, % (a)	Nev. T759	0.5 Max.	None
Tests on Residue from Evaporation:			
Penetration @ 4 °C (39.2 °F), 200 g, 60 sec	Nev. T759	20-70	7.0%
Elastic Recovery @ 25 °C (77 °F), %	AASHTO T301	60 Min.	None
Tests on Latex:			
Specific Gravity	ASTM D1475	1.08-1.15	None
Tensile Strength, die C dumbbell, psi (b)	ASTM D412	500 Min.	None
Change in mass in rejuvenating agent, %, 48 hour exposure @ 40°C (104°F)	Nev. T747	40% Max. intact film	None
Tests on Rejuvenator:			
Kinematic Viscosity @ 60 °C, mm ² /s (140 °F, cSt)	AASHTO T201	50-175 (50-175)	2%
Flash Point, °C (°F)	AASHTO T48	193 Min. (380 Min.)	8 °C (15 °F)
Saturate, %	ASTM D2007	30 Max.	None
Asphaltenes, %	ASTM D2007	1.0 Max.	None
Weight Change, %	AASHTO T240	6.5 Max.	None
Viscosity Ratio	AASHTO T240	3.0 Max.	None

- (a) Reduce the temperature on the lower thermometer to 177 ± 5 °C (350 ± 10 °F) and maintain this temperature for 20 minutes.
- (b) Samples for tensile strength in accordance with ASTM D412 shall be cut using a die dumbbell at a crosshead speed of 20 cm/min.

Polymer modified pavement sealant not conforming to the requirements specified herein will be assessed demerits according to the following schedule.

TEST	INCREMENT	DEMERITS
Viscosity	5 mPa·s above maximum or below minimum	1
Residue, %	1% below minimum	2
Sieve, %	0.1 above maximum	1
Oil Distillate, %	0.25% above maximum	2
Penetration	0.1 mm above maximum or below minimum	1
Elastic Recovery, %	1% below minimum	1

POLYMER MODIFIED REJUVENATING EMULSION

TEST	TEST METHOD	PMRE-h	TOLERANCE
Tests on Emulsion:			
Viscosity, Rotational Paddle @ 50°C	Nev. T762	425-1200	None

(122°F), mPa·s			
Residue, %	Nev. T759	65 Min.	1.0
pH	ASTM E70	4.0 Max.	None
Sieve, %	Nev. T759	0.1 Max.	0.03
Oil Distillate, % (a)	Nev. T759	0.5 Max.	None
Tests on Residue from Evaporation:			
Penetration @ 25 °C (77 °F), 100 g, 5 sec	Nev. T759	70-120	7.0%
Torsional Recovery, %	Nev. T757	30 Min.	None
Softening Point, °C (°F)	AASHTO T53	54.5 Min. (130 Min.)	1 °C (2 °F)
Tests on Rejuvenator:			
Kinematic Viscosity @ 60 °C, mm ² /s (140 °F, cSt)	AASHTO T201	50-175 (50-175)	2%
Flash Point, °C (°F)	AASHTO T48	193 Min. (380 Min.)	8 °C (15 °F)
Saturate, %	ASTM D2007	30 Max.	None
Asphaltenes, %	ASTM D2007	1.0 Max.	None
Weight Change, %	AASHTO T240	6.5 Max.	None
Viscosity Ratio	AASHTO T240	3.0 Max.	None

- (a) Reduce the temperature on the lower thermometer to 177 ± 5°C (350 ± 10°F) and maintain this temperature for 20 minutes.

Polymer modified rejuvenating emulsion not conforming to the requirements specified herein will be assessed demerits according to the following schedule.

TEST	INCREMENT	DEMERITS
Viscosity	5 mPa·s above maximum or below minimum	1
Residue, %	1% below minimum	2
Sieve, %	0.1 above maximum	1
Oil Distillate, %	0.25% above maximum	2
Penetration	0.1 mm above maximum or below minimum	1
Torsional Recovery, %	1% below minimum	1
Softening Point	0.5°C (1°F) below minimum	1

CQS-TRnv EMULSIFIED ASPHALT

TEST	TEST METHOD	CQS-TRnv	TOLERANCE
Tests on Emulsion:			
Viscosity, Rotational Paddle @ 25°C (77°F), mPa·s	Nev. T762	45-220	None
Residue, % by mass	Nev. T759	57 Min.	1.0
Sieve, %	Nev. T759	0.10 Max.	0.03

Particle Charge	Nev. T759	Pass	None
Cement Mixing, %	Nev. T759	25.0 Min. (a)	None
Rubber Content, % by mass of residual asphalt	(b)	5.0 Min.	None
Tests on Residue from Evaporation:			
Penetration, 25°C (77°F), 100g, 5 sec	Nev. T759	40-90	7%
Ductility, 25°C (77°F), 5 cm/min, cm	AASHTO T51	40 Min.	10%
Solubility, %	AASHTO T44	97.5 Min.	0.10
Tests on Diluted Emulsion:			
Residue, % by mass, 70:30	Nev. T759	40 Min.	1.0
Residue, % by mass, 60:40	Nev. T759	34 Min.	1.0
Residue, % by mass, 50:50	Nev. T759	29 Min.	1.0

- (a) If the amount of breakage is significant enough to impede the flow of water through the testing screen, thus making it impossible to calculate a result, the test will be considered passing.
- (b) Certificates of compliance provided for the material shall certify that the minimum rubber content is present.

CQS-TRnv emulsified asphalt not conforming to the requirements specified herein will be assessed demerits according to the following schedule.

TEST	INCREMENT	DEMERITS
Viscosity	4.5 mPa·s above maximum or below minimum to 30 mPa·s	1
Viscosity	Below 30 mPa·s	10
Residue	1% below minimum	2
Sieve	0.1% above maximum	1
Cement Mixing	Below 25.0%	21
Particle Charge	Fail	21
Penetration	0.1 mm above maximum or below minimum	1
Solubility	0.01% below minimum	1

QUICK SETTING AND QUICK SETTING REJUVENATING EMULSIONS

TEST	TEST METHOD	QSE	QSRE	TOLERANCE
Tests on Emulsion:				
Viscosity, Rotational Paddle @ 25°C (77°F), mPa·s	Nev. T762	65-330	65-330	None
Residue, %	Nev. T759	65 Min.	65 Min.	1.0
Sieve, %	Nev. T759	0.10 Max.	0.10 Max.	0.03
pH	ASTM E70	4.0 Max.	4.0 Max.	None
Storage Stability, 24-h, %	Nev. T759	1.0 Max.	—	0.5
Oil Distillate, %	Nev. T759	0.5 Max	0.5 Max	None

Tests on Diluted Emulsion:				
Residue, %, 60% and 40%	Nev. T759	39 Min.	39 Min.	1.0
Residue, %, 50% and 50%	Nev. T759	33 Min.	33 Min.	1.0
Tests on Residue from Evaporation:				
Penetration @ 25°C (77°F), 100 g, 5 sec	Nev. T759	40 Max.	45 Max.	7.0 %
Softening Point, °C (°F)	AASHTO T53	57 Min. (135 Min.)	54.5 Min. (130 Min.)	1°C (2°F)
Asphaltenes, %	ASTM D2007	24 Min.	24 Min.	None
Tests on Rejuvenating Agent:				
Kinematic Viscosity @ 60 °C, mm ² /s (140 °F, cSt)	AASHTO T201	—	50-175 (50-175)	2%
Flash Point, °C (°F)	AASHTO T48	—	193 Min. (380 Min.)	8°C (15°F)
Saturate, %	ASTM D2007	—	30 Max.	None
Asphaltenes, %	ASTM D2007	—	1.0 Max.	None
Weight Change, %	AASHTO T240	—	6.5 Max.	None
Viscosity Ratio	AASHTO T240	—	3.0 Max.	None

QSE and QSRE emulsions not conforming to the requirements specified herein will be assessed demerits according to the following schedule.

TEST	INCREMENT	DEMERITS
Viscosity	4.5 mPa·s above maximum or below minimum to 30 mPa·s	1
Viscosity	Below 30 mPa·s	10
Residue, %	1% below minimum	2
Sieve, %	0.1% above maximum	1
Oil Distillate, %	0.25% above maximum	2
Penetration	0.1 mm above maximum	1
Softening Point	0.5°C (1°F) below minimum	1

PMCQS-1nv EMULSIFIED ASPHALT

TEST	TEST METHOD	PMCQS-1nv	TOLERANCE
Tests on Emulsion:			
Viscosity, Rotational Paddle @ 25°C (77°F), mPa·s	Nev. T762	45-220	None
Residue, % by mass	Nev. T759	64 Min.	1.0

Storage Stability, 24-hour, %	Nev. T759	1 Max.	0.5
Sieve, %	Nev. T759	0.30 Max.	0.03
Particle Charge	Nev. T759	Pass	None
Polymer Content, % by mass of residual asphalt	(a)	3.0 Min.	None
Tests on Residue from Evaporation:			
Penetration, 25°C (77°F), 100g, 5 sec	Nev. T759	40-90	7%
Softening Point, °C (°F)	AASHTO T53	60 (140) Min.	None
Torsional Recovery, %	Nev. T757	22 Min.	None
Ductility, 25°C (77°F), 5 cm/min, cm	AASHTO T51	40 Min.	10%

(a) Certificates of compliance provided for the material shall certify that the minimum polymer content is present.

PMCQS-1nv emulsified asphalt not conforming to the requirements specified herein will be assessed demerits according to the following schedule.

TEST	INCREMENT	DEMERITS
Viscosity	4.5 mPa·s above maximum or below minimum to 30 mPa·s	1
Viscosity	Below 30 mPa·s	10
Residue	1% below minimum	4
Sieve	0.1% above maximum	1
Particle Charge	Fail	21
Penetration	0.1 mm above maximum or below minimum	1
Softening Point	0.5°C (1°F) below minimum	2
Torsional Recovery	1% below minimum	2

ADDITIONAL CONTRACT PROVISIONS
EQUAL EMPLOYMENT
OPPORTUNITY PRACTICES

Specific Equal Employment Opportunity Responsibilities

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Nevada Department of Transportation setting forth the provisions of this nondiscrimination clause.

I. GENERAL

- a. The contractor will adhere to Title VII of the 1964 Civil Rights Acts. The contractor will work with the Nevada Department of Transportation in carrying out its equal employment opportunity obligations and in its review of its activities.
- b. The prime contractor and all subcontractors (not including material suppliers) holding subcontracts of \$10,000 or more will comply with the following minimum specific requirement activities of equal employment opportunity. The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The contractor will designate and make known to the Nevada Department of Transportation Contracting officers and Equal Employment Opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting

an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

IV. DISSEMINATION OF POLICY

- a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement the contractor's equal employment opportunity policy and contractual responsibilities. To ensure that the above agreement will be met, the following actions will be taken as minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within days following their reporting for duty with the contractor.
 - (3) The EEO Officer or appropriate company official will instruct all employees engaged in the direct recruitment of employees for the project relative to the method followed by the contractor in locating and hiring minority group employees.
- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
 - (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

V. RECRUITMENT

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation; "An Equal Opportunity Employer." He will insert all such advertisements in newspapers or other publications, having a large circulation among minority groups in the area from which the project force would normally be derived.

- b. The contractor conducts systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

VI. PERSONNEL ACTIONS

- a. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex or national origin. The following procedures shall be followed:
 - (1) The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - (2) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - (3) The contractor will investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation the contractor will inform every complainant of all his avenues of appeal.

VII. TRAINING AND PROMOTION

- a. The contractor will assist in locating, qualifying and increasing the skills of minority group employees and applicants for employment.
- b. Consistent with his manpower requirements and as permissible under State regulations, the contractor will make full use of training programs, i.e., pre-apprenticeship, apprenticeship, and/or on-the-job training programs for the geographical area of contract performance.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

- d. The contractor will periodically review the training and promotion potential of minority group employees and will encourage eligible employees to apply for such training and promotion.

VIII. UNIONS

If the contractor relies in whole or in part upon unions as a source of his work force, he will use his best efforts to obtain the cooperation of such unions to increase minority group opportunities within the unions, and to effect referrals by such unions of minority group employees. Actions by the contractor, either directly or through a contractor's association acting as his agent, will include the procedures set forth below:

- a. Use his best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members for membership in the unions and increasing the skills of minority group employees so that they may qualify for higher paying employment.
- b. Use his best efforts to incorporate an equal employment opportunity clause into all union agreements to the end that such unions will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

IX. SUBCONTRACTING

- a. The contractor will use his best efforts to utilize minority group subcontractors or subcontractors with a meaningful minority group representation among their employees.
- b. The contractor will use his best efforts to assure subcontractor compliance with their equal employment opportunity obligations.

X. STATEMENTS AND PAYROLLS

1. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
 - a. The weekly payroll records shall contain the following information:
 - (1) The employee's full name and employee identification number if issued by Contractor. Current address and social security number must be available upon request.
 - (2) The employee's classification.
 - (3) Entries indicating the employee's basic hourly wage rate and, where applicable, the overtime hourly wage rate. The weekly payroll should indicate separately the amounts of employee and employer contributions to fringe benefit funds and/or programs. Any fringe benefits paid to the employee in cash must be indicated.

There is no prescribed or mandatory form for showing the above information on weekly payrolls.

- (4) The employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
 - (5) The itemized deductions made.
 - (6) The net wages paid for the week.
 - (7) In addition to the required weekly payroll information as outlined above, the Department is requesting that the employers insert an ethnic code on their weekly certified payrolls. For standardization purposes the Department has established the following identification codes:
 - #1 - Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
 - #2 - Black Americans: Persons having origins in any of the Black racial groups of Africa.
 - #3 - Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific, and the Northern Marianas.
 - #4 - Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or origin, regardless of race.
 - #5 - None of These: Persons not otherwise included in the above designations.
- b. The contractor will submit weekly two copies of all payrolls to the Nevada Department of Transportation Resident Engineer. The copy shall be accompanied by a statement of compliance signed by the employer, or its agent, indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Office of the Nevada Labor Commissioner and that the classifications set forth for each laborer or mechanic conform with the work he performed. The prime contractor shall be responsible for the submission of copies of weekly payrolls of all subcontractors. Each contractor or subcontractor of the Nevada Department of Transportation and the Office of the Nevada Labor Commissioner, and will permit such representatives to interview employees during working hours on the job.
- c. The wages of labor shall be paid weekly in legal tender of the United States, except that this condition will be considered satisfied if payment is made by negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any

kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

- d. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.
- e. No laborers shall be charged for any tools used in performing their respective duties except reasonably avoidable loss or damage thereto.
- f. Every employee on the work covered by this contract shall be permitted to lodge, board, and trade where and with whom he elects and neither the contractor nor his agents, nor his employees, shall, directly or indirectly, require as a condition of employment that an employee shall lodge, board, or trade at a particular place or with a particular person.
- g. No charge shall be made for any transportation furnished by the contractor, or his agents, to any person employed on the work.
- h. No individual shall be employed as a laborer or mechanic on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks, or other equipment from individuals.

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING ON NDOT CONTRACTS

CONTRACT NO.: _____

CONTRACTOR: _____

Subcontractor Name	Phone:	SUPPLIER	Used	DBE Certified
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No
	() -	Yes No	Yes No	Yes No

NOTICE: SUBMIT THIS FORM BY 5:00 P.M. THE NEXT WORKING DAY AFTER THE OPENING OF BIDS. YOU MAY MAKE COPIES OF THIS FORM. LIST ALL COMPANIES BIDDING WITH YOUR FIRM ON THIS CONTRACT. FIRMS THAT ARE LISTED WILL BE SENT A CONTRACTORS REGISTRATION FORM BY NDOT THAT WILL BE UPDATED ANNUALLY. RETURN THIS DOCUMENT TO THE DISTRICT III PROJECT MANAGER, FAX TO (775) 777-2705. FAILURE TO SUBMIT THIS FORM WITHIN THE REQUIRED TIME WILL DEEM THE BID NON-RESPONSIVE



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

MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors
FROM: Tracy Larkin Thomason, P.E., Director
SUBJECT: May 8, 2023 | Transportation Board of Directors Meeting
ITEM # 9: Agreement 209-22-056, with SCA DESIGN, LLC, for architectural and engineering services for the design and construction of worker residences, Mineral and Eureka Counties, Nevada. - *For possible action*

Agreement No.:	209-22-056	Amendment No.:	00
Contractor:	SCA Design, LLC	Federal:	No
Original Amount:	\$366,050.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$366,050.00	Receivable Amount:	\$0.00
Start Date:	5/8/2023	End Date:	6/30/2026
Division:	Architecture	Division Head:	Anita Bush

Summary:

SCA Design, LLC, to perform architectural and engineering services to design and construct worker housing in the towns of Mina and Eureka to accommodate Department staff stationed to work at the Mina and Eureka maintenance stations. The Department plans to construct four (4) homes in Mina and two (2) homes in Eureka.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

Recommendation for Board Action:

Approve Agreement 209-22-056, with SCA DESIGN, LLC, for architectural and engineering services for the design and construction of worker residences in the amount of \$366,050.00.

Prepared by:

Administrative Services Division



MEMORANDUM

1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7487
Fax: (775) 888-7106

04/04/2023

TO: Jenica Keller, Assistant Director, Operations

FROM: Raul Pellegrino, Project Manager III, Architecture

DS
RP

SUBJECT: Negotiation Summary information for RFP 209-22-056 – Mina and Eureka Worker Housing Architectural Services for the Design and Construction of Worker Residences in Mina and Eureka

Three negotiation Meetings were held by video conference, and electronic emails were exchanged during the month of March 2023, with Ms. Nickel Lowman and Mr. Sheldon Colen of SCA Design (SERVICE PROVIDER) and Raul Pellegrino of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

The duration of this agreement extends until June 30, 2026.

The budgeted amount of this Agreement is comprised of one hundred percent (100%) State Funding.

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

See Attachment A – Scope of Services.

Key personnel dedicated to this project are as follows:

NAME	TITLE	COMPANY
Sheldon Colen	Principal	SCA Design

There are several subconsultants being utilized on this Project in the following disciplines: Civil Engineering, Mechanical Engineering, Electrical Engineering, Landscaping and Irrigation, Surveying, Geotechnical Engineering and Cost Estimating,

The negotiations yielded the following:

1. The total negotiated cost for this Agreement is \$ 366,050.00 which includes design, solicitation support, permitting support and construction support services.
2. The SERVICE PROVIDER agreed to accomplish the Scope of Services supplied in Proposal 209-22-056 and as further developed in Attachment A – Scope of Services. Payment will be made for each unit of work based on the cost shown on the Basic Services Fee Schedule Breakdown in the Scope of Services.



Attachment A

1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7487
Fax: (775) 888-7106

MEMORANDUM

“Please provide the SERVICE PROVIDER’s Transportation Board representative(s) name(s) and contact phone number(s).

SERVICE PROVIDER’s Transportation Board representative(s):

- Nickel Lowman
- nickel@scadesign.com
- (775) 553-6050

Reviewed and Approved:

DocuSigned by:

Jenica Keller

04/05/2023

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Jenica Keller – Assistant Director, Operations

DATE

**SCOPE OF WORK for RFP for
MINA AND EUREKA WORKER HOUSING**

The Nevada Department of Transportation (Department) is soliciting Architectural and Engineering (A/E) services to design and construct worker housing in the Towns of Mina and Eureka. The proposed residences are intended to accommodate NDOT staff stationed to work at the Mina and Eureka Maintenance stations.

While the final design of the house will apply to both locations, the planned approach is to develop two separate project packages for procurement and construction, one package will include the plans and specifications for the housing in the Town of Mina and the other will include the plans and specifications for the housing in the Town of Eureka.

Basis of design:

The design of the residences shall consider materials, finishes and features that maximize durability and minimize the long term maintenance of the homes. The design shall also incorporate equipment that can easily be serviced by local contractors.

The following is a preliminary list of requirements for incorporation into the final design:

Residence shall accommodate 3 bedrooms and 2 bath

Total Square footage range: 1200 – 1400 Sf

To the extent permissible, design a one-story above grade to meet square footage needs

Standing seam steel roofs. Provide natural ventilation using eave intakes and ridge vent outtakes.

Minimal maintenance siding (Hardie board or similar).

Fiberglass doors

Blown cellulose wall insulation

Construct on a raised footing. Provide natural ventilation (with consideration to most durable vent material)

Seal crawl with minimum 10 mil polyethylene

Floor structure should be TJI or similar with plywood subfloor. OSB not allowed as subfloor.

OSB or plywood are acceptable for wall and roof sheathing so long as they aren't mixed (i.e. use all OSB or all plywood for wall and roof sheathing)

Blown cellulose insulation in the attic

Provide a low-voltage design which installs Cat 6a ethernet, coaxial cabling, and telephone throughout the house and provides main hubs for them to conveniently connect to controlling equipment somewhere.

Provide a south-facing pole to allow for satellite dish mount with coax wired to the main hub

No swamp coolers allowed.

Cabinetry should be plywood carcasses with soft-close hinges.

All counters should be of durable solid material. Wood or engineered wood solid surfaces will not be allowed.

Provide a switched overhead light in every room of the house.

Provide attached garages. Size should be two-car.

Provide power-operated roll-up garage door.

Provide concrete driveways to the public R/W

All electrical conductors shall be copper and minimum gauge shall be 12 AWG

Lighting fixtures may not be daisy-chained to receptacle fixtures. Provide dedicated 20A circuits for all major appliances such as garbage disposal, dish washer, microwave, washing machine, etc. Provide at least one 20A circuit to each room of the house

Wall finishes should be textured gypsum board

Insulate garage and sheath with gypsum board. Tape and mud joints but no need to finish joints or apply texture.

Landscape design shall focus on low maintenance and native vegetation. Use gravel and native plants proper and natural of the zone. Minimize the use of grassed areas.

Fresh water plumbing shall be PEX. Design as a manifolded system so maximum water pressure is always delivered to fixtures even when multiple fixtures are in use.

Projects Location:

Town of Mina: The Department desires to construct four (4) homes in two parcels of land located in Section 8, Township 6 N and Range 35 E, Mount Diablo Base Meridian, Town of Mina, Mineral County. The parcels are identified as APN 003-104-02 and APN 003-103-02. The Department owns this property fee simple (reference attached Exhibit M1 – Project Location; Exhibit M2 – Policy of title insurance and Exhibit M3 – Grant, Bargain and Sale Deed). The property will require water and septic systems services. This project will also require advanced coordination with the County to obtain right-of-way abandonments within the parcel and possibly new easements within the property. It is expected that there may also be a need for additional land development improvements which may be the result of conditions of right-of-way abandonment by the County.

Town of Eureka: The Department desires to construct two residences at this location. The proposed housing are to be located in lots 29 and 32 of the Eureka Canyon Subdivision, Section 11, Township 19 N and Range 53 E in Eureka County (Reference attached Exhibits E1 – Project Location Map, E2 – Lots Location Map and E3R – Eureka Housing Subdivision Map). The Department is currently in the process

of purchasing these lots from Eureka County. The property is already developed and water and sewer services are available onsite.

The Scope of services to be provided by the selected consultant (CONSULTANT) shall include but not be limited to the following:

Task 1. Preliminary Design Services

Town of Mina: The CONSULTANT shall conduct preliminary investigations to obtain any and all information necessary for the final design. Such investigation shall include geotechnical services for structural design recommendations as well as the design of septic system(s) and stormwater runoff system as necessary for the development of the property. As previously indicated the property will require right-of-way abandonment from the County and possibly the development of prescribed easements and other land development improvements therefore assistance during coordination with County will be required in order to obtain such abandonment and easements. There also appears to be a drainage ditch within the property which conveys offsite runoff through the property. Consultant shall investigate the offsite hydrological impact of developing the property and provide means of mitigating such impacts after development.

The services to be provided during this task shall also include surveying the parcels and adjacent areas to determine the property limits, the lay of the land (topographic survey), and to develop a final survey of record.

Additional information to be gathered shall include the availability of other utilities such as electrical, gas, and telephone.

Town of Eureka: The CONSULTANT shall conduct preliminary investigation to obtain any and all information necessary for the final design. Such investigation shall include but not be limited to review of available plans to locate the existing utility services within the area, vertical and horizontal topographic survey and review of zoning conditions for the design and construction of homes in the Eureka Canyon Subdivision.

General: During this task the CONSULTANT shall also present a minimum of three home design layouts (floor plan and renderings) for consideration and selection by Department staff. The CONSULTANT shall also present a report of proposed materials of construction, finishes and equipment to be used as well as evaluation of alternate construction materials/methods such as ICF (insulated concrete forms) for consideration. The selections shall be made such that it meets the requirements described in the Basis of Design section above. The report shall include cost evaluation of choices of materials, equipment and alternate construction method. CONSULTANT may be required to represent the Department at County Commission and Planning Commission meetings.

The chosen layout will be used for the construction of the residences at both locations.

Task 2. Detailed Design

During this task the CONSULTANT shall develop full sets of plans and Specifications for the proposed residences at both locations.

Town of Mina: the package shall include but not be limited to site development plans (including grading, drainage, water and sewer services) and architectural, structural, mechanical and electrical plans for the construction of the residences.

Town of Eureka: the package shall include a complete set of architectural, structural, mechanical and electrical plans for the construction of the residences.

General: the residential plans shall be based on the selected layout in Task 1.

Each package shall also include a Preliminary Opinion of Probable Cost.

The final designs shall be in accordance with all local, State and Federal regulations

Task 3 Permitting

CONSULTANT shall assist in obtaining construction permits for each construction package from the appropriate authorities having jurisdiction (AHJ's) on the projects. Within this task CONSULTANT shall provide signed and sealed sets of plans and specifications as required and shall address all comments received from permitting agencies until all permits are obtained. AHJ's are expected to include at least: The State Public Works Division; Office of the State Fire Marshal; NDEP; Eureka County; Mineral County. Consultant shall also provide an opinion of probable cost at this phase.

Task 4 Final Construction Plans

This task includes the delivery of final sets of Construction Plans and Specifications incorporating all comments received from Department staff and permitting agencies, and additional information required for the issuance of bid documents. The final package shall also include the final Opinion of Probable cost for each bid package.

Task 5 Support services during procurement

During this task the CONSULTANT shall attend a pre-bid meeting for each construction bid package, develop a pre-bid agenda and subsequent meeting minutes, shall address all inquiries during bid, shall evaluate the bids received and make recommendation regarding acceptability and award to lowest responsive responsible bidder

Task 6 Support services during construction

Services during this task shall include but not be limited to:

key inspection services during construction to ensure the progress and quality of the construction meets the intent of the Contract Documents;

review and approval of project related submittals, interpretation of plans and specifications as needed;

response to request for information, approval of monthly pay applications by the Contractor;

evaluation of change requests and assistance in the preparation of Change Orders;

preparation of final Record Drawings;

assistance as required for final County approval for issuance of Certificate of Occupancy and Final inspection and certification of the construction.



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

MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors
FROM: Tracy Larkin Thomason, P.E., Director
SUBJECT: May 8, 2023 | Transportation Board of Directors Meeting
ITEM # 10: Agreement 438-22-015, with PARAMETRIX, INC., for consultant services for I-11 feasibility study, Clark and Nye Counties, Nevada. – *For possible action*

Agreement No.:	438-22-015	Amendment No.:	00
Contractor:	Parametrix, Inc.	Federal:	No
Original Amount:	\$2,730,503.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$2,730,503.00	Receivable Amount:	\$0.00
Start Date:	05/08/2023	End Date:	4/10/2025
Division:	Project Management	Division Head:	Nick Johnson

Summary:

Parametrix, Inc., will conduct a feasibility study for the I-11 designation of US 95, from the Kyle Canyon Road interchange at mile post (MP) 93 CL, to the Mercury Highway interchange, at MP 6 NY on US 95 – a length of approximately 45 miles. The study will include the assessment of interstate standard design deficiencies, the development and phasing of alternatives, and identification of right-of-way needs along US 95, Clark and Nye Counties. NV B/L # NVF20111241070-R Propers: HDR Engineering, Inc., and Parametrix, Inc.

Recommendation for Board Action:

Approve Agreement 438-22-015, with PARAMETRIX, INC., for consultant services for I-11 feasibility study in the amount of \$2,730,503.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM

March 27, 2023

TO: Sajid Sulharia, Assistant Director

FROM: Fred Shakal, Project Manager

SUBJECT: Negotiation Summary for RFP 438-22-015 Consultant Services for Interstate 11 Feasibility Study

A negotiation meeting was held via Microsoft Teams on February 14 and February 23, 2023, between Parametrix Engineering (Bardia Nezhati, Jackie Kuechenmeister), and Fred Shakal of the Nevada Department of Transportation (DEPARTMENT) in attendance. The DBE goal for this agreement has been established at seven percent (7%).

The duration of this agreement will be for 2 years, ending on 4/10/2025.

The budgeted amount of this Agreement is comprised of 100% State Funding.

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

The following schedule was agreed to by both parties:

Date	Task to be Completed
08/07/2023	Data Collection including reports, past studies, analysis, as-builts etc.
07/02/2024	Menu of Improvement Options Developed
10/30/2024	Improvement Analysis, Refinement & Environmental Screening Completed
03/09/2025	Pre-Draft Feasibility Report
04/25/2025	Final Feasibility Report

Key personnel dedicated to this project are as follows:

Name	Title	Estimated Number of Hours
Bardia Nezhati	Project Manager	590
Jackie Kuechenmeister	Environmental/Planning Lead	550
Total Hours:		1140

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.
CA Group	High Occupancy Vehicle (HOV) study	P067-21-016
CA Group	Resident Engineer for oversight of Local Public Agency (LPA) Projects	P104-21-040
CA Group	Environmental and Preliminary Design services for I-15 Tropicana Interchange	P192-17-015
CA Group	Design Build Procurement and Preliminary Design Service for the Henderson Interchange	P194-22-015
CA Group	Construction Engineering Services for Phase 3D of the Centennial Bowl	P217-20-040
CA Group	On-call grant writing services	P330-20-800
CA Group	I-15 Central Corridor NEPA	P365-22-015
CA Group	I-80 Mill and Overlay at Nightingale	P371-22-040
CA Group	On-all design engineering services for the Project Management division	P373-20-015
CA Group	Construction Engineering Services for the construction of I-15 Phase 3	P445-21-040
CA Group	On-call services for professional planning services	P454-21-802
CA Group	SR-361 Relocation – Alignment Alternative Development Study	P475-22-015
CA Group	Environmental and Preliminary Design service for the Henderson Interchange	P481-19-110
CA Group	On-all design engineering services for the Project Management division	P582-20-015
CA Group	On-all design engineering services for the Traffic Operations division	P662-18-016
CA Group	Master Service Agreement for IDIQ On Call for design engineering services	P668-22-015
CA Group	Environmental Assessment of the I-15 corridor	P671-18-015
CA Group	Development of Cost Risk Assessments, Risk Management Plans, and Value Engineering Studies	P673-19-015
CA Group	Environmental and Preliminary Design services for I-515 Charleston interchange	P779-15-015

Wood Rodgers	Passing & Climbing Lane Study	P588-20-816
Wood Rodgers	US-50 Corridor Management	P610-19-802
Wood Rodgers	Roundabout at Boyd Kennedy	P377-20-015 TO 01
Wood Rodgers	US-50 ADA Improvements	P377-20-015 TO 02
Wood Rodgers	SR-659 ADA Improvements	P377-20-015 TO 03

The DEPARTMENT's original estimate was \$2,800,500 including direct labor (15820 man-hours of work by the SERVICE PROVIDER), overhead rate of 168%, a 10.0% fee, and direct expenses at \$708,922 (including sub-consultant expenses).

The SERVICE PROVIDER's original estimate was \$4,474,251.01, including direct labor (14,390 man-hours of work by the SERVICE PROVIDER), overhead rate of 172.55%, a 13.0% fee, and direct expenses at \$1,549,614.00 (including sub-consultant expenses).

The overhead rate of 172.55% was provided by the Internal Audit Division.

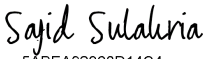
The negotiations yielded the following:

1. Based upon the direct labor costs and an overhead rate of 172.55%, the overhead amount will be \$833,473.
2. A fee of 9.5% was agreed to by both parties and will be \$140,074.00 for this agreement based upon direct labor costs and an overhead rate of 172.55%.
3. The direct expenses agreed to total \$1,115,968.00 for sub-consultants, reproduction, communication, travel and per diem. There will be no direct compensation for computer time.
4. The total projected man-hours allocated for this project is 7,984.
5. The total negotiated cost for this Agreement is \$2,730,503.

SERVICE PROVIDER's Transportation Board representative(s):

- Amy Cummings & Jeff Hale
- ACummings@parametrix.com & JHale@parametrix.com
- (AC) 775-636-1153 & (JH) 775-445-0879

Reviewed and Approved:

DocuSigned by:

5ABEA92360D1404...
Assistant Director

Attachment A Scope of Services

General

Background

The Interstate 11 (I-11) Corridor is envisioned as a new, major north-south multimodal corridor that will provide enhanced transportation mobility and movement of goods between Mexico and Canada, while creating a foundation for robust economic vitality for the region and the broader Intermountain West. The DEPARTMENT has already designated I-11 from the Arizona/ Nevada state line to the State Route (SR) 564/I-215/Lake Mead Parkway interchange and is currently finalizing the designation of I-11 within the Las Vegas metropolitan area. Arizona is in various phases of project definition and implementation of I-11 from Nogales (AZ-Mexico border) to connect with I-11 at the Colorado River. This study is a continuation of past efforts to advance implementation of I-11 to the north.

Project Purpose

The purpose of this project is to conduct a feasibility study for the I-11 designation of US-95, from the Kyle Canyon Road interchange at mile post (MP) 93 CL, to the Mercury Highway interchange, at MP 6 NY on US 95 (Project) – a length of approximately 45 miles. The study will include the assessment of Interstate standard design deficiencies, the development and phasing of alternatives, and identification of right-of-way needs along US 95. This work will be pre-National Environmental Policy Act (NEPA) but will be tied to the NEPA process by using Planning and Environmental Linkages (PEL) approach.

Task 1 – Project Management

The SERVICE PROVIDER will provide a Project Manager and Task Leads to manage the project. These key staff will prepare for and attend monthly project meetings, stakeholder, and public outreach meetings, and perform monthly management activities to ensure project success.

1.1 – THE DEPARTMENT Coordination Meetings

1.1.1 – Kickoff Meeting

The Project will be initiated with an in-person kick-off meeting attended by the key SERVICE PROVIDER and THE DEPARTMENT members within ten (10) days of the issuance of Notice to Proceed. This meeting will be conducted to discuss project management activities including the scope, schedule, and budget. In addition, a high-level discussion will be shared regarding THE DEPARTMENT's expectations, Project goals, timeline, deliverables, key stakeholders, establishing Project committees (Technical Advisory Committee, Core Stakeholder Group, etc.) and communication protocols.

1.1.2 – Monthly Project Review Meetings

The SERVICE PROVIDER will conduct monthly Project Review Meetings with the DEPARTMENT and SERVICE PROVIDER staff. The SERVICE PROVIDER will report to the DEPARTMENT on deliverables, work products, budget, schedule, and other items completed by SERVICE PROVIDER and their team. The SERVICE PROVIDER will be responsible for organizing and attending the meetings, providing meeting minutes, and maintaining an action item log for the project.

The SERVICE PROVIDER Project Manager will hold regular (e.g., weekly, or bi-weekly at the discretion of THE DEPARTMENT Project Manager) check-in meetings with the DEPARTMENT Project Manager and other key staff to stay in close communication, discuss progress on tasks/deliverables and keep the Project moving forward efficiently.

1.1.3 - Milestone Meetings

The SERVICE PROVIDER shall attend Milestone Plan Review Meetings to review and/or respond to comments made by the DEPARTMENT following completion of the Improvement Alternatives Development, the DEPARTMENT Draft and Draft Feasibility Reports. Meetings will be conducted in person in Carson City, and a Teams Meeting invite will also be provided for those participants not in Carson City.

1.2 - Project Management Plan (PMP)

Following the Project kick-off meeting, the SERVICE PROVIDER will work closely with the DEPARTMENT's Project Manager to develop a Project Management Plan (PMP). The PMP will include a detailed Project Schedule, list and format of deliverables, Quality Management Plan, data needs, and contact information. It will also outline communication protocols for the Project team, as well as the protocols for exchanging data, and communicating concerns or questions between the SERVICE PROVIDER team and the DEPARTMENT.

1.3 - Project Schedule and Controls

The SERVICE PROVIDER will create, monitor, and update the Project Schedule as part of the Monthly Progress Report process. The schedule will be updated monthly or at any major schedule change.

The following are the anticipated for major milestones for the **24-month timeframe** of the project, subject to the development of the baseline Project Schedule:

Anticipated Notice to Proceed (NTP) – March 13, 2023

Phase / Deliverables	Duration (Calendar Days)
Project Management Plan	10 Days after NTP
Project Schedule	
Kickoff Meeting	
Data Collection including reports, past studies, analysis, as-builts etc.	90 Days after NTP
Menu of Improvement Options Developed	420 Days after NTP
Improvement Analysis, Refinement & Environmental Screening Completed	540 Days after NTP
Pre-Draft Feasibility Report	670 Days after NTP
Draft Feasibility Report	4 weeks after Pre-Draft Report Comments
Final Feasibility Report	2 weeks after Draft Report Comments

The SERVICE PROVIDER will be responsible for updating and maintaining the Project Schedule as an exhibit for each Project review meeting. Should significant changes occur that may affect the Project milestones or completion/submittal dates, the SERVICE PROVIDER shall promptly submit a revised Project Schedule with summary detailing:

- How the Project will be brought back on schedule, if feasible, or
- Propose change(s) in milestone and Project completion dates if approved target dates are no longer feasible
- Explanation of the change(s) in writing

The SERVICE PROVIDER will maintain and update the design schedule for each Progress Review Meeting every month.

1.4 - Quality Assurance (QA) / Quality Control (QC)

The SERVICE PROVIDER is responsible for the accuracy and completeness of the plans, reports and related materials prepared under this contract and, as such, shall check all materials released from the SERVICE PROVIDER office accordingly. The SERVICE PROVIDER shall have a quality control plan in effect during the entire time work is being performed under this contract. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures, contract terms, and in accordance with this Scope of Services. Non-compliance will be sufficient cause for rejection of the submittal. The SERVICE PROVIDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components or related details for accuracy.

The SERVICE PROVIDER shall submit its QA/QC Plan to the DEPARTMENT's Project Manager for review and approval within fifteen (15) business days following the Kickoff Meeting. At a minimum, the plan will address:

- Checking procedures, reviewed by the SERVICE PROVIDER's QC team members who are not directly involved with the deliverable
- Methods of monitoring
- Documenting quality control activities

As part of the QA process, the SERVICE PROVIDER will provide written confirmation of the internal checking and review to the DEPARTMENT in conjunction with each submitted deliverable. The QC checking documentation will be signed by the SERVICE PROVIDER's Project Manager and QA Manager.

Deliverables:

- Project Management Plan (PMP)
- Project Schedule
- QA/QC Plan
- Written confirmation of internal checking and review attached to all documents released by the SERVICE PROVIDER
- Monthly invoices and progress reports
- The DEPARTMENT's Meeting materials:
 - Meeting notice, agenda, and invitation to appropriate attendees
 - Meeting materials (PowerPoint presentation assistance, drawings, and/or Excel spreadsheets) to convey to the meeting attendees the pertinent details of the PROJECT
 - Participant list or attendance roster
 - Meeting summaries with the list of post-meeting action items, responsibilities, and due dates

Task 2 - Document and File Management

The SERVICE PROVIDER will provide a Project Administrator to prepare Project documentation and assist the Project Manager and task leads in completion of Project documentation activities. The purpose of this task is to do begin an Administrative Record of project decisions, to seamlessly move recommendations and decisions made from the PEL study into a subsequent NEPA phase of work.

The SERVICE PROVIDER shall maintain a project specific Microsoft Teams site for the purpose of storing and transferring Project files throughout the life of the Project. The Teams site will

include, but not be limited to, all Project documentation and deliverables. The DEPARTMENT's Project Manager and task leads shall have access to the files and may request access rights for other agency representatives, agents, employees, and officials involved with the Project. Provisions will also be made to archive this data.

- File management will continue for 24 months
- All working files will be updated at regular intervals
- MicroStation files will be posted in MicroStation CONNECT Edition
- Project Specific Microsoft Teams Site
- Archive of electronic files
- Hard copy of Project files on a flash drive or external hard drive at Close out
- Regular Administrative document control filing

Task 3 – Data Collection

The SERVICE PROVIDER will collect relevant Project data. It is assumed that a majority of the data collected will be provided by the DEPARTMENT, unless otherwise noted below, following Notice to Proceed. This data consists of the following, with more detail included in the following subtasks:

- Encroachment permits along the project corridor
- Project as-builts from corridor projects previously completed
- Right-of-way verification documentation and CAD files if available
- Geotechnical and Drainage Studies and reports from previous contracts in the study corridor
- Maintenance and inspection reports as available within the project limits
- Traffic data
- Utility information
- Land use and socioeconomic data (Clark County, Nye County, City of Las Vegas)
- Environmental resource data (NDOW, environmental resource agencies)
- Other GIS data, as requested and/or detailed in the follow subtasks
- Aerial topography and digital terrain mapping for the Project corridor including US-95/I-11 Kyle Canyon Road Interchange to the Mercury Highway Interchange (SERVICE PROVIDER)
- Any other available relevant Project data/documents that The DEPARTMENT deems necessary for the SERVICE PROVIDER to perform the work

3.1 - Traffic Data

The SERVICE PROVIDER will collect all the necessary traffic data from various sources. Data collection includes Traffic volumes, Traffic Signal Timing plans, Spot Speed and Queues. The SERVICE PROVIDER will use sources that includes The DEPARTMENT TRINA, RTC-FAST, and if necessary supplemented by field counts to supplement and/or compare with TRINA data. The SERVICE PROVIDER will collect existing turning movement counts at the following cross street and intersections and access points:

County	US 95 Cross Streets - Destinations
Clark	SR 157 west (Kyle Canyon Rd.) - Mount Charleston
	Paiute Dr. - Las Vegas Paiute Indian Reservation
	Corn Creek Rd. - Corn Creek
	SR 156 west (Lee Canyon Rd.) - Lee Canyon, Mount Charleston

	US Air Force Installation
	Creech Force Base Entrance - Creech AFB
	South Indian Springs Frontage Rd. Intersection
	MacFarland Ave.
	North Indian Springs Frontage Rd. Intersection
	North Creech Access
	Cactus Springs South Frontage Rd. Access
	Cactus Springs North Frontage Rd. Access
Nye	Mercury Hwy. – Mercury and Amargosa Valley

3.2 – Land Use and Socio-Economic Data

The SERVICE PROVIDER shall coordinate with the Planning Department's of City of Las Vegas and Clark and Nye Counties, Las Vegas Paiute Tribe, and Creech AFB to obtain existing land use, future land use data, economic development plans, and socio-economic data/statistics from US Census Bureau to include in the GIS Base Map developed as part of Task 3.10.

3.3 - Previous Studies and Reports

The SERVICE PROVIDER shall obtain, review, and make use of available Project data and information including, but not limited to, plans, cost estimates, environmental documents and technical studies, advance planning studies, agreements and other project information provided by the DEPARTMENT. The DEPARTMENT will assist the SERVICE PROVIDER in obtaining any previously conducted studies, work, or data related to the Project.

3.4 - GIS Mapping

The SERVICE PROVIDER will obtain readily available GIS Mapping public resources such as USGS data, including contours, topographic mapping, and aerial imagery to assist in alignment evaluation. It is anticipated that no hard field survey or new aerial flight will be required. All data/information will be provided to the DEPARTMENT during the course of the study.

3.5 - Field Review

The SERVICE PROVIDER will conduct a two-day field review meeting with key Project task leads (Project Manager, Environmental Task Lead, Design Leads), and pertinent DEPARTMENT/stakeholder representatives. This task will include a drive through of the 45-mile corridor, with special attention paid to areas that may result in a proposed interchange location and/or alignment shift/bypass. Maps and other materials will be prepared in advance to help guide the field review tour. In-person meetings may be set up with key stakeholders along the route (e.g., Creech AFB, major landowners, etc.).

Day 1 of the field review is anticipated to include all team members in attendance, driving the 45-mile corridor together to gain a better understanding of the project setting. Team members will split up into smaller groups on Day 2 to review corridor conditions in light of individual task areas (e.g., environmental, design, etc.). Day 2 will be used to confirm existing conditions data and meet with pertinent stakeholders on-site, as helpful.

As needed throughout the Project, additional field reviews may be conducted for specific technical areas. Those will be detailed individually in subsequent tasks.

3.6 - Utility Surveys and Compilation Maps

The SERVICE PROVIDER will conduct research and data acquisition necessary for the development of a base utilities map drawing. This will include identification and contact with all existing utility companies crossing through and within the study limits to obtain utility record drawings. In addition, the SERVICE PROVIDER will perform handheld GPS field surveys and visual inspections to identify existing utilities in the project area. The existing utility information provided by each utility company and those utilities identified by the field surveys will be compiled to create an existing utility base map and conflict matrix for the project limits.

3.7 - Right-of-Way Base Mapping

The SERVICE PROVIDER will coordinate with the DEPARTMENT's Right-of-Way Division to obtain existing DEPARTMENT right-of-way drawings. The SERVICE PROVIDER will obtain readily available USGS or other local agency GIS files depicting Federal, State, Local, and private property parcel limits.

3.8 - Environmental Data

The SERVICE PROVIDER will obtain, review, and utilize previous studies, databases, and other readily available sources of information on environmental resources and issues/concerns. The information will be obtained from the DEPARTMENT and land management, resource, and regulatory agencies. Data or documents obtain during this process will be provided to the DEPARTMENT. Geospatial data obtained from the agencies will be included in the GIS Base Map developed as part of Task 3.10 and provided to the DEPARTMENT. If there is a concern of potential vandalism or if sensitivity exists in those areas, the data/information will not be shown on any distributed exhibits or maps. The following environmental categories will be collected:

- **Biological:** Identification of and potential mitigation for any potential impacts to endangered, threatened, or otherwise protected species or habitat for sensitive flora or fauna. Data will be requested from Nevada Department of Wildlife (NDOW), Nevada Division of Natural Heritage, Bureau of Land Management (BLM), US Fish and Wildlife Services (USFWS), U.S. Geological Survey (USGS), and the DEPARTMENT. The SERVICE PROVIDER will review compiled information and identify areas of potential for State or Federally protected species and associated habitat. The SERVICE PROVIDER will conduct a site visit to confirm the presence or absence of protected species or their habitat in the area, but ground surveys, protocol surveys, and detailed habitat assessments for the species would not be conducted.
- **Cultural:** Review mitigation that may be required for any historical or cultural resources which could be impacted. The SERVICE PROVIDER will prepare a Class I cultural resources literature review to inform the environmental impact analysis. The review will identify previously recorded archaeological sites and architectural resources and the extent of previously conducted cultural resources investigations in the Study Corridor. The sources for the review include the National and State Registers of Historic Places, Nevada Cultural Resource Information System (NVCRIS), the BLM, and the DEPARTMENT. The evaluation will NOT include site visit and will not include a State Historic Preservation Office (SHPO) Section 106 Consultation or coordination with Tribal organizations (unless requested by the DEPARTMENT).
- **Hazardous Materials:** Identification of and potential mitigation for hazardous materials in the Project area, including unexploded ordnance; erionite or other naturally occurring asbestos materials; and illicit dumping of unknown materials. The SERVICE PROVIDER will coordinate with the DEPARTMENT to contact the Department of Defense to request information on potential presence of unexploded ordnance within the Project area. The SERVICE PROVIDER will follow procedures outlined in the DEPARTMENT's Environmental

Services Division Procedures Guide, dated April 2018, Chapter 17- Naturally Occurring Asbestos and Erionite to identify areas with potential to have such material. The SERVICE PROVIDER will obtain publicly available information to conduct an Initial Site Assessment (ISA) of the Project area. The SERVICE PROVIDER will follow procedures outlined in the DEPARTMENT's Environmental Services Division Procedures Guide, dated April 2018, Chapter 14 – Hazardous Materials/Waste. The ISA will include, at minimum, a site visit, an environmental database review, and an interview of local officials and property owners, as applicable, to identify Recognized Environmental Conditions within the Project area. Findings in the ISA may indicate additional work is required to further investigate Recognized Environmental Conditions/Environmental Concerns and determine if the areas may affect the potential viability of an alignment.

- **Wetlands and riparian habitats (unless covered under Biological):** Identification of and potential mitigation for springs, wetlands, and riparian habitats. Existing reports, maps, aerial imagery, and databases would be reviewed. Areas identified as potentially having these resources will be identified and a site visit will be conducted to confirm the presence and condition of the resources.
- **Land Management, Land Use, Special Designations:** Identification of existing or proposed land uses, land management plans, or other special designations in the Project area (e.g., BLM ROWs or other designated uses, Grazing Leases, Horse/Burro Herd Management Areas, ACECs, Recreation Areas, County Land Use Plans, etc.). The SERVICE PROVIDER will contact associated jurisdictions and land management agencies to identify plans or documents which may be of value in the analysis. The SERVICE PROVIDER will review plans to identify potential conflicts with proposed alignments.
- **Visual:** Assess changes to visual character for those who would view the road and those who would use the road.
- **Socioeconomics/Environmental Justice (EJ):** Review demographic and economic data and assess whether economic activity or EJ populations are present in the Project area or nearby, and identify potential impacts on EJ populations.
- **Air Quality/Traffic Noise:** Assess whether air- or noise-sensitive receptors are present. No noise or air quality analyses will be completed.
- **Mining and Mineral Resources:** Utilize BLM mapping and resources to determine presence of lode claims and pacer claims in study area. Coordination with BLM to confirm the status of these mineral claims and coordinate with local governments to determine if there are any known or planned mining activities in the Project area.
- **Right-of-way Acquisition:** Identify land ownership (Public/Private) based on an assumed width of a US-95 corridor.
- **Water Resources:** Determine if perennial and ephemeral streams, springs, or wells are present and if so whether they could be affected. Summarize the potential for such resources to be classified as jurisdictional waters of the United States. A site visit will be conducted to confirm the presence of perennial and ephemeral streams.

3.9 - Future/Planned Development Projects

Separate from progress-related stakeholder meetings, the SERVICE PROVIDER will coordinate with the DEPARTMENT, City of Las Vegas, Clark and Nye Counties to request planned future major private development information in the project area. This effort will also include requesting major planned projects by Creech AFB and the Paiute Indian Reservation.

3.10 - Base Map Development

The DEPARTMENT will develop a GIS based base map capable of displaying and evaluating all items collected as part of Task 3.1-3.9 activities to prepare meeting, report, and public outreach exhibits. Base map will also include evaluated alignments as they are developed.

Project mapping will be conducted as part of GIS-based static maps, as well as an interactive map format that can be utilized by the Project team and/or outreach activities (e.g., ArcGIS Story Map, Concept Board).

Deliverables:

- GIS compatible files with all associated data files

Task 4 – Interstate Compliance Review and Design Criteria

The SERVICE PROVIDER will conduct an Interstate compliance review to understand what elements of the 45-mile corridor will need to be upgraded or reconstructed to transition from a state highway facility to Interstate highway facility. This will include a review of horizontal and vertical geometry to meet Interstate design speed standards, shoulder widths, side slopes, and median consideration. In addition, other design activities may be identified, including geotechnical investigation, subsurface utility identification, bridge type selection, retaining walls and sound walls (as needed), and drainage needs, at a minimum. Preliminary design work related to such specialties are covered in later tasks.

Alongside this task, future interchange locations will be explored. Coordination with FHWA will be critical on establishing appropriate interchange spacing. Special care will also be taken to understand access management needs. US 95 hosts several important access points, including the main entrance gate to Creech AFB through Indian Springs, proposed interchange access to the Nevada National Security Site, access to the Las Vegas Paiute Tribe, High Desert State Prison, solar installations, and recreational/trail access (Charleston Peak, Wheeler Pass, and Mt. Stirling).

The SERVICE PROVIDER will work with major landowners, public land agencies, and the community to determine access points and spacing (coordination included as part of Task 6.3). All of these factors will contribute to an understanding of potential new ROW needs. Additionally, the SERVICE PROVIDER will understand proposed interchange locations, such as the Sheep Mountain Parkway system interchange, to verify that ROW needs are compatible with future projects.

The SERVICE PROVIDER will prepare a Design Criteria Memorandum for the project to be submitted and reviewed prior to initiating Task 7 – Preliminary Menu of Improvement and Alternatives process. Once approved, it will be included in Feasibility Report appendix as support materials.

Deliverables:

- Technical Memorandum – Interstate Compliance Review Findings and Design Criteria

Task 5 – Access Modifications

The SERVICE PROVIDER will follow the DEPARTMENT Access Management System and Standards, 2017 Edition to evaluate current access conditions and recommend modifications to upgrade the current US Highway classification into ultimately a Roadway Class One, Interstate Freeway classification with full access control.

This task requires the SERVICE PROVIDER and the DEPARTMENT's team to closely coordinate with FHWA, in addition to public agencies and major landowners in the Project corridor including Paiute Indian Reservation, Creech AFB, City of Las Vegas, and Clark and Nye Counties to incrementally implement access management strategies for an ultimate interstate facility with full access control in the future.

5.1 - Access Modification Recommendations for Future Interstate Compliance

Following the results of Task 4 – Interstate Compliance Review and Design Criteria, the SERVICE PROVIDER shall prepare a comprehensive list of actions that will be incrementally needed to upgrade the current US-95 to a Roadway Class One, Interstate Freeway designation with full access control.

Deliverables:

- Technical Memorandum – Access Modification Recommendations for Future I-11 Compliance

Task 6 - Public Involvement and Stakeholder Outreach Meetings

One public outreach team member should attend monthly project review meetings to stay up to date on project happenings and provide updates to the project team on meeting activities.

6.1 – Project Website

The SERVICE PROVIDER will create a Project website, and a Project email. Both communication tools will be included on all Project collateral materials. The Project website will be updated based on Project activities, including photos of Project events in the community. The Project email will be used to distribute Project information (in both English and Spanish) to the Project database and receive questions and comments.

As development of the project branding ensues, the SERVICE PROVIDER shall develop a project logo for DEPARTMENT's approval, which will to be used on all outreach materials through the duration of the project.

6.2 - Public Meetings

Three (3) public meetings will be noticed, convened, and facilitated for the project. These meetings will include an in-person event, combined with a 30-day virtual public meeting event to allow residents and stakeholders to participate that may not be able to travel to the in-person meeting. A fourth meeting will be conducted virtually to present the Final Feasibility Study. These meetings will be held in proximity to the following tasks:

- **Meeting 1:** After data collection to confirm Project area characteristics, present preliminary Purpose and Need, and obtain feedback on corridor needs.
- **Meeting 2:** After preliminary menu of improvement options is developed to obtain feedback on alternatives to be considered during the technical resource analysis.
- **Meeting 3:** After technical resource analysis is complete and viable list of improvement options is developed. The draft Feasibility Study may be available for review at this time.
- **Meeting 4:** Virtual meeting to present Final Feasibility Study, including implementation plan. Feedback will not be specifically solicited during this meeting, but rather information on the recommendations, outcomes, and next steps will be explained.

The SERVICE PROVIDER shall develop a public involvement plan, detailing outreach activities, which defines roles and responsibilities.

The SERVICE PROVIDER will handle all logistics for the meetings, including venue, audio/visual needs, ADA compliance, stakeholder invitations, and media/public calendar notification. The SERVICE PROVIDER will schedule and attend up to ten (10) pre- and post-public meeting preparation and check-in meetings for each public meeting. These preparation meetings shall be conducted two months prior to the public meeting and include key team members who will be attending the public meeting. Other preparation meetings will be conducted a minimum of two (2) weeks prior to the public meeting and will serve as a “dry run” meeting with the DEPARTMENT to review the content of exhibits, handouts, and other public meeting information, and make any changes necessary to those items as required by the DEPARTMENT. Two SERVICE PROVIDER team members will attend the pre-meetings in person and others will join via a conference call. Additional preparation meeting will be conducted one to two days prior to the public meeting and will provide the DEPARTMENT with a day-of-event run through.

The SERVICE PROVIDER is responsible for all noticing, mailing list maintenance, advertising, court reporter, Spanish translator, and exhibits and presentations (including language and ADA translation needs). The noticing area consists minimally of 0.25 mile on either side of the Project study area, as well as to select property owners along the corridor. The DEPARTMENT’s Right-of-Way and Environmental Services Divisions will provide existing mailing lists and agency contact information. The SERVICE PROVIDER will update and maintain them accordingly.

For the virtual public meeting components, the SERVICE PROVIDER will coordinate with the DEPARTMENT on a virtual web-based platform to host the meeting (e.g., website, Story Map, Parametrix’s ENGAGE platform) that is capable of including the same components as the in-person public meeting (e.g., boards, power point presentation, handouts, interactive maps to gain public input, etc.).

A Spanish translator will be available at meetings and coordination with the DEPARTMENT will inform the Project Team on meeting material translation needs (e.g., Spanish, screen reader, other languages).

Within 30 days after the public comment period closes, the SERVICE PROVIDER is responsible for developing a public meeting summary memo and distributing it to the project team.

6.3 - Stakeholder and Agency Meetings

The SERVICE PROVIDER will conduct meetings with county commissioners, resource agencies, or property owners as the Project progresses. This includes, but is not limited to, US Department of Defense (Creech AFB), US Department of Energy, US Fish and Wildlife Services, US Forest Service, Bureau of Land Management, Paiute Indian Tribe, major area private development companies, City of Las Vegas, Clark and Nye Counties, and FHWA. The SERVICE PROVIDER will be responsible for organizing, attending, and providing meeting minutes for these meetings. The DEPARTMENT will attend all meetings with resource agencies and stakeholders.

6.4 - Develop Public Outreach Materials

The SERVICE PROVIDER, in conjunction with the DEPARTMENT, will develop collateral materials for public meetings and for distribution as the Project progresses. These materials include, but are not limited to, handouts describing the Project, purpose and need, alternatives, and resources of concern; comment forms; and project flyer/newsletter. This will be a brief one-page summary of project information, meeting announcements, and status and will be updated 3 times during the Project and distributed via email and on the agencies’ websites.

The SERVICE PROVIDER, working closely with the DEPARTMENT Project Manager, will also prepare PowerPoint presentations for public meetings, stakeholder presentations, and the DEPARTMENT updates. The SERVICE PROVIDER will provide the DEPARTMENT with all updated PDF files of the material presented at the public information meeting and public hearing for placement on the DEPARTMENT's website.

6.5 - Develop Renderings of Proposed Alternatives

The SERVICE PROVIDER will develop photo simulations of the proposed improvements (up to a total of seventeen (17) photo simulations) using Google Earth and conceptual (2-dimensional) CAD linework as a base to provide a representative visual depiction of the proposed project alternatives (assuming renderings for 2 mainline alternatives, 11 interchange locations, and 4 special views). The simulations will be prepared after the development of the recommended alternative or alternatives. The 2-dimensional base photos will be enhanced to represent vertical elements and 3-dimensional perspectives more visually realistic. The simulations will be prepared to highlight various project alternative elements for communicating with the public. Elements of focus will include potential visual impacts and alternative comparisons. The level of detail will be conceptual, with minimal texture and shadow/lighting work.

The still renderings will be used to communicate the various improvement options at public meeting 2. A video will be produced prior to public meeting 3 to illustrate the recommended corridor improvements presented during that meeting.

6.6 - Public Outreach Summary Report

The SERVICE PROVIDER will prepare a summary report of all stakeholder and public outreach efforts, building each chapter after each round of outreach and culminating in a comprehensive report at the conclusion of the project. This will be documented in a standalone report, as well as an inventory of meetings and public/stakeholder concerns documented in the PEL Report.

Deliverables:

- Project Website and corresponding analytics
- Collateral Material (handouts, summary fact sheets, and PowerPoint presentations)
- Summary of Public Outreach Effort
- Up to fifteen (15) renderings of proposed alternatives and project improvements

Task 7 – Preliminary Menu of Improvements

The SERVICE PROVIDER will develop preliminary corridor improvement options to include the following in conformance with the FHWA, the DEPARTMENT, American Association of State and Highway Transportation Officials (AASHTO), and local entity policies, procedures, and standards as applicable. Potential improvement needs will be developed based on information collected in Tasks 3 and 4.

The preliminary corridor improvement options are generally defined as follows, subject to stakeholder input and public support during the study process. **Technical analysis conducted in tasks 8 - 19 will focus around the development of the following mainline and interchange alternatives.** The intent of the technical analysis will be to determine appropriate interchange spacing and locations, time stratify improvements based on constructability issues, and understand triggers and warrants for corridor upgrades.

- Two (2) Mainline Improvement Options:
 - **Full Interstate Conversion:** Upgrading mainline horizontal and vertical geometrics to 80 mph Interstate design speed

- **Full Interstate Conversion + Indian Springs Bypass:** This will include a bypass alternative around Indian Springs, with one interchange on each side of the bypass and a frontage road system connecting them through town, maintaining local access.
- **Nine (9) New Interchange Locations:**
 - New Paiute location (TBD)
 - Corn Creek/National Wildlife Refuge
 - Lee Canyon
 - Cold Creek Road (Prison) (this would need to include access road to base facility on the east)
 - Creech/Indian Springs (2 potential locations)
 - Public Lands Access (2 locations, TBD)
 - Additional Stakeholder requested location (1 location, TBD)

Coordination will occur with the DEPARTMENT's Planning and Scoping Divisions to establish the data outcomes and level of information needed from the final recommendations to move Project outcomes through the One Nevada prioritization process, allowing seamless advancement of project development phasing activities.

7.1 – Analysis Methodology and Prioritization Approach

The SERVICE PROVIDER shall prepare Analysis Methodology and Prioritization memorandum that outlines the overall approach and methods for developing and prioritizing corridor improvements for the segment of US-95 building upon the broad recommended approach developed for the I-11 Northern Nevada Alternatives Analysis Methodology Report dates March 2018.

The purpose of this Analysis Methodology and Prioritization Memorandum is to establish a clear process and framework to define and prioritize potential corridor improvement needs to upgrade this portion of US-95 into ultimately an Interstate compliant facility in addition to future access/interchange alternatives. A range of specific corridor improvements will be developed based on previous studies, stakeholder input, technical data, screening criteria, and rating and scoring processes.

The SERVICE PROVIDER will develop a preliminary menu of improvement needs and interchange configurations based on Design Criteria developed as part of Task 4 – Interstate Compliance Review and Design Criteria. The SERVICE PROVIDER will utilize a hybrid qualitative and quantitative approach towards cost estimation. Our team will utilize quantifiable items such as pavement, barrier rail, and bridge quantities; while using qualitative based percentage factors for items such as drainage, signing, striping, and traffic control. Our team will work off of latest bid tab and the DEPARTMENT Price Checker unit prices for quantifiable costs. The SERVICE PROVIDER will develop a prioritization approach that quantifies mainline improvement needs and interchanges based on their merits of traffic and safety analysis, compliance with Interstate standards, right-of-way needs, high-level environmental impacts screening, cost estimates, and input from the stakeholders and the support of the local community. The technical memorandum will also adjust project readiness items such as risk, opportunities, delivery times, permitting requirements, and utility concerns.

Deliverable:

- Technical Memorandum - Analysis Methodology and Prioritization Approach

Task 8 - Geotechnical

The SERVICE PROVIDER will review existing geotechnical information within the project limits, but not limited to, geotechnical reports by the DEPARTMENT and published geologic and geologic hazard maps by organizations such as the Nevada Bureau of Mines and Geology (NBMG) and USGS. The SERVICE PROVIDER will prepare a Geologic-Geotechnical Hazards Memorandum summarizing information on local and regional geology, general stratigraphy and potential geologic hazards that could impact the Project alignment. This includes potential for seismic ground rupture and shaking, liquefaction, subsidence, and collapsible/expansive soil.

The SERVICE PROVIDER will conduct a site visit to review geological formations within study limits to identify typical characteristics. This information will be included in the Feasibility Study for the development of viable improvements and alternatives and highlighted if specific geotechnical considerations are identified. This work will not include borings, test pits, line sampling or standard soil testing. The SERVICE PROVIDER will provide conceptual geotechnical feasibility input for bridge foundation type, retaining wall type, and potential cut slopes that could be utilized, as well as ripability of rock features.

Deliverable:

- Technical Memorandum – Geologic-Geotechnical Hazards Memorandum

Task 9 – Hydraulics

The SERVICE PROVIDER will conduct an existing facility inventory to identify size, type, and condition of hydraulic facilities within project corridor. In addition, SERVICE PROVIDER will collect all any previous significant hydraulic studies for previous highway improvements or any large-scale facilities or developments with the corridor. SERVICE PROVIDER will identify and review Clark County Regional Flood Control Master Plan documents to identify any regional washes and existing or proposed facilities that would have an impact to the project corridor. SERVICE PROVIDER will provide a technical memo summarizing all the work conducted as part of this task in preparation for a future Preliminary Draft Report as part of the NEPA Evaluation.

Deliverables:

- Technical Memorandum - Draft Existing Conditions Memo
- Technical Memorandum - Final Existing Conditions Memo

Note: drainage plans profiles are not included in the submittals.

Task 10 - Right-of-Way

The SERVICE PROVIDER will coordinate with the DEPARTMENT Right-of-Way Division to verify the existing right-of-way and identify potential right-of-way impacts for planning purposes only based upon each improvement option. Right-of-Way cost estimates are the accepted means used by the DEPARTMENT when analyzing different alternatives early on in project development. Right-of-Way cost estimates will be prepared by experienced Right-of-Way agents familiar with DEPARTMENT's Right-of-Way policies. As a guide for all right-of-way cost estimates the SERVICE PROVIDER will rely on the guidance provided by the DEPARTMENT's Right-of-Way Manual, edition dated 2022. Right-of-way cost estimates are not appraisals and are intended for the specific purpose of assisting the DEPARTMENT in determining the most cost effect project alternatives and for budgeting purposes.

Right-of-way costs estimates may include the following:

- The type of rights-of-way needed for each of the viable improvement options (fee, easement, or temporary easements).
- Estimate of real property acquisition costs, including potential damages to the property such as access changes, larger parcel issues, uneconomic remainders, slopes, drainage, etc.
- Condemnation costs or expenses cannot be accurately estimated due to the unknown factors associated with this area of right-of-way. Therefore, the SERVICE PROVIDER will work with the DEPARTMENT to ascertain a percentage estimate or some other cost the DEPARTMENT believes represents this type of risk.
- The SERVICE PROVIDER will not identify any potentially hazardous waste sites.
- At the direction of the DEPARTMENT Right-of-Way Division, the SERVICE PROVIDER may be required to obtain property sales data from a third party. Marshall & Swift cost estimating service may be used to value any improvements which are impacted by the alternatives.

Deliverables:

- Right-of-Way Cost Estimates for each of the improvement options
- Updated Right-of-Way Cost Estimates – When improvement options change or sufficient time has passed, adjustments to the cost estimates may become necessary.

Task 11 - Utilities

The SERVICE PROVIDER will conduct research and data acquisition necessary for the development of a base utilities map drawing to be utilized in the assessment of various design alternatives. Each viable improvement option would be evaluated against the base map to determine if there are potential utility conflicts which must be addressed.

The base map will be compiled using utility location information from existing as-built plans and other agency resources. Should the need arise for more accurate location information, a separate and additional task with additional fee may be considered.

The effort reflected in this scope includes agency coordination and research, internal and external design team meeting participation, CADD design of the base map, and alternative design assessment on utilities impact.

Deliverable:

- Utility Conflict Matrix for Each Viable Improvement Option

Task 12 - Aerial Mapping and Surveying

The DEPARTMENT will provide the SERVICE PROVIDER with aerial topography maps and digital terrain models for the Study Area; however, the SERVICE PROVIDER will perform additional aerial mapping and topographic survey for this Feasibility Study at the DEPARTMENT's direction, if deemed necessary.

The SERVICE PROVIDER will begin with the production of 1"=40', 1 foot topographical information and planimetric detail covering the approximate 46.6 miles of US-95 (I-11) corridor.

The photography will consist of 12 flight lines and 588 exposures utilizing 4.5cm digital imagery. Accuracies of plus or minus 0.295' can be expected as it relates to the topographical information generated from the Digital Terrain Modeling (DTM) information. Accuracies of plus or minus 0.197' can be expected as it relates to the DTM information itself. LiDAR will also be flown to supplement DTM; 14 Lines at 20ppm.

Project accuracy to conform to generally accepted photogrammetric standards established by the American Society of Photogrammetry and Remote Sensing (ASPRS).

Deliverable:

- Sharefile Download Link or Flash Drive containing the DTM information used for the generation of topographical information, the contour information, planimetric detail, the .tfw image limit file, orthophoto TIFF image and .dwg image limits file which will allow for bringing the image into its proper coordinate position.
- Final delivery of the digital information will be supplied in MicroStation and the layering scheme will be standard DEPARTMENT layering.
- Proposed alignments and Survey Control

Task 13 - Traffic Analysis

13.1 – Traffic Analysis Methodology and Results

The SERVICE PROVIDER will prepare a Traffic Forecasting Methodology Memorandum and submit to the DEPARTMENT at the onset of the traffic forecasting process before proceeding to develop traffic forecasts. This memorandum shall document the procedural step that will be applied by the SERVICE PROVIDER in developing the horizon year traffic forecast. The memorandum and related forecast will adhere to the methodology memorandum that will be approved by the DEPARTMENT, including data sources, methodology, and assumptions that were used in the traffic forecasting process. The memorandum will also list all relevant references used in preparation of the forecasts.

13.2 – Design/Horizon Year Traffic Forecasts

The SERVICE PROVIDER will follow the DEPARTMENT Traffic Forecasting Guidelines, dated August 2012 to develop horizon year forecasts. It is anticipated that the SERVICE PROVIDER will use historical trend projection analysis and calculate general growth trends and growth rates prevalent in the area and apply them to existing DEPARTMENT Annual Average Daily Traffic (AADT) counts. In addition, the SERVICE PROVIDER will include traffic projections from future/planned development projects to develop forecasted traffic volumes.

For the purposes of this Feasibility Study, traffic forecasts will be developed for the following horizon years:

- Existing Year = 2023
- Opening Year = 2030
- Design/Horizon Year = 2050

The SERVICE PROVIDER will determine the required number of lanes based on the design/horizon year traffic projections for traffic capacity analysis (i.e., volume threshold/lane). The use of the regional travel demand mode or macroscopic tool/software is not anticipated for this feasibility analysis since the Project is nearly entirely outside the urban (RTCSNV) model boundary.

13.3 – Traffic Analysis

For intersections, the SERVICE PROVIDER will evaluate the existing conditions and design year operations using Synchro and following Highway Capacity Manual Procedures. Additionally, the SERVICE PROVIDER will evaluate up to nine (9) interchange types to replace at-grade intersections using the forecasted volumes.

Once the interchanges (location and type) have been identified, the SERVICE PROVIDER will evaluate the freeway operations upstream and downstream of the interchange for merge/diverge/weaving analysis. The SERVICE PROVIDER will use Highway Capacity

Software facility tool that would provide density, speed and Level of Service for all the segments on freeway (both upstream and downstream).

13.4 – Traffic Monitoring Trigger Points

The main objectives of the Traffic Monitoring Trigger Points (TMTP) is the development of triggers that will prompt the timing and nature of roadway improvements recommendations. That is, when traffic volumes reach a certain point the need for certain types of improvements are triggered. A major benefit of using triggers is to not necessarily tie highway improvements to a certain year that a development is anticipated to be built out. This allows flexibility in the planning of highway improvements by tracking actual development progress rather than relying on estimated phasing or build out years.

In consultation with the DEPARTMENT's Traffic Information and Traffic Operations Divisions, the SERVICE PROVIDER will develop TMTP recommendations. The traffic volumes, for the trigger points, will be estimated so that there is enough lead time for project planning, design, and construction prior to the time that congestion levels exceed desirable levels. An important element of the trigger mechanism will be an effective traffic-monitoring program that allows adjusting background traffic volume growth, to which estimated near-term (two to five year) project traffic was added.

Deliverables:

- Technical Memorandum – Traffic Forecasting Methodology (Draft & Final)
- Technical Memorandum - Horizon Year Traffic Forecasts (Draft & Final)
- Technical Memorandum – Traffic Analysis including Traffic Monitoring Trigger Points (Draft & Final)

Task 14 – Safety Analysis

The SERVICE PROVIDER will conduct a safety analysis of the existing conditions of the corridor. Crash data for the most recent five years of data will be obtained and reviewed to determine any trends in crash frequencies, severities, contributing factors, etc. and identify any hot spot locations along the corridor. The analysis will be used, as applicable, to inform the proposed alternatives to improve safety conditions of the corridor. Additionally, crash modification factors (CMFs) may be incorporated, as applicable, to support any recommended design element based on the results of the existing conditions analysis. Safety outcomes will also be incorporated, as appropriate, into the Benefit-Cost Analyses. The summaries, trends, and hot spots and any resulting recommendations will be summarized in the Technical Memorandum.

Deliverable:

- Technical Memorandum - Safety Analysis

Task 15 – Environmental Analysis

The SERVICE PROVIDER will conduct a qualitative evaluation of the environmental data collected in Task 3.8 in regard to the Project improvement options. The SERVICE PROVIDER will evaluate the potential for Project alternatives to impact the resources or concerns described. The SERVICE PROVIDER will also assess if the presence of the resources or the associated mitigation potentially required would place significant constraints on the alternatives. It is assumed that all alternatives will stay within or be located adjacent to the existing corridor.

The Impact Analysis Report will summarize the findings of the qualitative evaluation. The Impact Analysis Report will identify avoidance or fatal flaw areas where the expansion of the existing

facilities or the development of a new alignment would have significant environmental impacts or require signification mitigation measures. Draft Report will be provided for THE DEPARTMENT review. A Final Report will be developed addressing comments provided by the DEPARTMENT.

Deliverables:

- Electronic PDF copies of reports, maps, and data collected
- Copies of GIS data layers obtained from the resource and regulatory agencies
- Draft Impact Analysis Report
- Final Impact Analysis Report

Task 16 - Benefit-Cost Analysis

The SERVICE PROVIDER will prepare Benefit-Cost Analysis (BCA) models using the Cal-Benefit/Cost (CAL B/C) analysis method for the two mainline improvement options.

The SERVICE PROVIDER will use the estimates of the traffic impacts of each candidate alternative from the traffic analysis model to conduct BCAs. A number of major benefits will be considered in conducting each BCA. These benefits vary in terms of their ability to be measured and quantified. At a minimum the following major benefit categories will be included in the BCA:

- Travel time (travel time increases and reductions)
- Safety (improvements to safety and worsening of safety)
- Operating costs (savings and cost increases for operating vehicles)
- Environmental impacts, including vehicle emissions and noise

There are a number of other benefits that the SERVICE PROVIDER will include for each candidate alternative if THE DEPARTMENT deems appropriate. Some of these benefits include:

- Travel Time Reliability
- Residual Value
- Induced Demand
- Increased Accessibility
- Reduced VMT
- Energy Consumption
- Economic Effects
- Equity and Option Value Benefits

The BCA will also consider the full lifecycle costs of each candidate alternatives.

The SERVICE PROVIDER will prepare a technical memorandum that describes the analytical procedure for the BCA and the results. The report will document data inputs, assumptions, parameters, benefits, costs, and summary results, such as net present value, internal rate of return, payback period, and benefit-cost ratio. Additionally, the report will include a comparison table and graph comparing each of the candidate improvements and alternatives analyzed.

Deliverable:

- Technical Memorandum - Benefit-Cost Analysis

Task 17 – Roadway Design

The SERVICE PROVIDER will prepare conceptual roadway plans as required for each of the viable improvement recommendations in conformance with the FHWA, the DEPARTMENT, and AASHTO, policies, procedures and standards as applicable. Plan development will be limited to

a level that supports analysis and preliminary identification of all project needs, including right-of-way footprint for budgetary planning and programming purposes. SERVICE PROVIDER will coordinate with the DEPARTMENT's Roadway Design on current programmed projects.

17.1 – 15% Conceptual Plans and Cost Estimates

Viable improvement recommendations resulting from Task 7 – Preliminary Menu of Improvements and Alternatives include the resulting two (2) Interstate compliance improvement recommendations and up to nine (9) interchange improvements, and will generally require the following minimum conceptual design development effort:

- Conceptual horizontal and vertical alignments for the alternatives.
- 100-scale Concept Plans (15% level) that depict proposed roadways with edge of pavement, maintenance roads, bridges, major drainage facilities and major retaining walls.
- 15% Conceptual Design project cost estimates with corresponding basis of estimates for each alternative utilizing previous the DEPARTMENT's bid tabs.

The SERVICE PROVIDER will develop Concept Plans (15% level). In addition, the SERVICE PROVIDER will provide the necessary project information to the DEPARTMENT's One Nevada team to continue to advance the viable improvement recommendations ("Concepts") through DEPARTMENT's project development process.

Deliverables:

- Summary of Viable Improvement Options (including Project Name, Project Limits, General Improvement Description, and Project Cost) for inclusion in THE DEPARTMENT's One Nevada concept database
- 15% Conceptual Roadway Plans and Cost Estimates (Draft and Final)

Task 18 - Risk Analysis

The SERVICE PROVIDER will lead the cost and schedule risk assessment process for the Project, based on the draft 15% Conceptual Design and cost estimate for the two mainline corridor alternatives, and up to nine interchange improvement options. The risk assessment will utilize a process consistent with the DEPARTMENT's Risk-Based Estimating Guidelines. The SERVICE PROVIDER will facilitate the risk identification and quantification process, working collaboratively with cost estimators and other subject-matter experts (SMEs) from the DEPARTMENT, and other team member organizations as necessary. An initial risk assessment is currently envisioned, followed by one (1) subsequent update prior to the end of the Project.

Deliverable:

- Technical Memorandum - Summary of Risk Analysis

Task 19 – Structural Design

The SERVICE PROVIDER will prepare conceptual structures evaluations and plans as indicated in conformance with the FHWA, the DEPARTMENT, and AASHTO policies, procedures, and standards as applicable. Concept memoranda will be developed at a level that supports preliminary identification of structural needs.

19.1 – 15% Structures Concept Evaluation

The SERVICE PROVIDER will identify and evaluate proposed structures for this project, including bridges, retaining walls, and sound walls for each alternative as a planning level study. The SERVICE PROVIDER will determine depth of proposed structures and preliminary bridge type recommendation in order to facilitate profile development, constructability and phasing review for the feasibility study. Structural subject matter experts will coordinate with

geotechnical and hydraulics and provide a memorandum discussing feasible structure types at each crossing location, suitable retaining wall types, and potential structural design and construction issues including foundations, bridge types, retaining walls and scour concerns.

Additionally, the SERVICE PROVIDER will review existing bridge and concrete box culvert structures within the project limits. This review will include the DEPARTMENT's bridge and concrete box culvert condition reports. The SERVICE PROVIDER will also perform a field visit to verify current conditions and will recommend courses of action for each existing bridge and box culvert structure as part of the improvement evaluation process, including repairs and modifications for proposed geometry as applicable. The SERVICE PROVIDER will document this information in a technical memorandum to support the feasibility study. The review of existing structures WILL NOT include existing retaining walls, slope paving, or other minor structures or foundations.

Deliverables:

- Bridge Structure Memorandum for Feasibility Study (assume 11 structures)
- Existing Drainage Structure Memorandum for Feasibility Study (assume concrete box culverts only, 50 drainage structures total)

Task 20 - Feasibility Report

The SERVICE PROVIDER will prepare a Feasibility Report, inclusive of all preliminary and final documents prepared, which explains the process of arriving at and justification for the recommended final menu of improvement options. The final report will address any comments on prior iterations.

20.1 – THE DEPARTMENT's Draft Feasibility Report

The SERVICE PROVIDER will prepare a Draft Feasibility Report that will document the evaluation process along with the viable improvements recommended for future NEPA evaluation. The report will include sections discussing traffic and safety analysis, access management, environmental, hydraulic, geotechnical, roadway design, utility, risk, and right-of-way impacts and concerns. The report will also document meetings and public outreach efforts conducted during the study process for inclusion into the PEL and future NEPA documents. The report will set a foundation for those identified viable improvement options and alternatives to move forward into a formal NEPA evaluation.

The DEPARTMENT's Draft Feasibility Report will be submitted to the DEPARTMENT (only) for review and comments. A three-week review period is anticipated to be provided. Comments received after the review period will be assembled in a comment matrix. The SERVICE PROVIDER team will provide written responses to the comments and a comment resolution meeting will be held to review and discuss responses.

20.2 – Draft Feasibility Report

The SERVICE PROVIDER will prepare a Draft Feasibility Report based on feedback and comments received from Subtask 20.1. The revised report will be submitted to stakeholders for review and comments. In addition, the Draft Feasibility Report will be posted on the DEPARTMENT's website for public review and comment. A thirty (30) day review period is anticipated to be provided. Comments received after the review period will be assembled in a comment matrix. The SERVICE PROVIDER team will provide written responses to the comments and a comment resolution meeting will be held to review and discuss responses. The SERVICE PROVIDER will coordinate with the DEPARTMENT on providing responses to public comment.

20.3 - Final Feasibility Report

The SERVICE PROVIDER will prepare a Final Feasibility Report based on feedback and comments received from Subtask 20.2. The final report and written comment matrix will be submitted to the DEPARTMENT and stakeholders as a final document. In addition, the Final Report will be posted on the DEPARTMENT's website for public information.

Deliverables:

- The DEPARTMENT Draft Feasibility Report (PDF format)
- Draft Feasibility Report, including all appendices and comment matrix (PDF format)
- Final Feasibility Report, including all appendices and comment matrix (PDF format)
- Summary Fact Sheet (PDF format)
- Summary Slide Presentation (PowerPoint format)

Task 21 - Planning and Environmental Linkage (PEL) Process

The SERVICE PROVIDER will prepare an amendment to the Planning and Environmental Linkages (PEL) Report dated February 1, 2019 as part of the I-11 Northern Nevada Alternatives Analysis PEL. To meet the overall goals and objectives of the I-11 Feasibility Study, the SERVICE PROVIDER team will document the environmental screening of transportation improvements applying the DEPARTMENT and FHWA PEL principles. This early stage of environmental streamlining will align the development of conceptual improvements to decision making in the NEPA context to minimize socioeconomic, community, and environmental impacts in the planning stage.

The PEL Report will identify and reflect the overall corridor- and subarea-level goals (preliminary purpose and need), which can seamlessly evolve into a project(s)-level purpose and need statement(s). Screening decisions on transportation alternatives/modes will be sufficiently documented to satisfy NEPA requirements.

21.1 Prepare PEL Questionnaire and Checklist

The SERVICE PROVIDER will complete the DEPARTMENT's PEL Questionnaire and Checklist, which includes summarizing the PEL process results, outreach conducted, alternatives and evaluation process, recommended alternatives, and Purpose and Need. The PEL Report will summarize and cross-reference findings of the Feasibility Report, but not report in detail on information found in those technical reports.

21.2 PEL Report Review

The SERVICE PROVIDER will circulate the PEL Report to the DEPARTMENT, FHWA and the stakeholder group for review and refinement. At the conclusion of the review periods, the DEPARTMENT and FHWA leaders will be asked to sign the PEL to document the decisions of this Project.

21.3 NEPA Class of Action Determination

In addition, and in coordination with THE DEPARTMENT Environmental Services and FHWA, the SERVICE PROVIDER will recommend which class of (NEPA) document (Class 1: Categorical Exclusion [CE], Class 2: Environmental Impact Statement [EIS], or Class 3: Environmental Assessment [EA]) for each of the recommended improvements, and will ensure all documentation provided to the DEPARTMENT, including traffic documentation, alternative selection methodology, public participation efforts, can be used for, and is linked to, the future NEPA process.

Deliverables:

- Draft PEL Report (PDF format)

- Final PEL Report (PDF format)
- Circulate and obtain the DEPARTMENT and FHWA signatures
- Preliminary Menu of Alternatives with recommended NEPA Class of Action for Feasibility Study

Task 22 - Program Phasing

Phasing of the projects will be considered in development of the viable improvement options, utilizing preliminary design and stakeholder outreach input to determine priorities and key implementation strategies. The phasing will identify components of the total project that can be provided as stand-alone facilities with independent utility. This includes areas where interim improvements are necessary to provide connectivity between the phase and the existing facilities. Priorities may include:

- Relative Benefit-Cost Ratio of phases
- Alignment of project outcomes with desired policy priorities
- Minimization of throw-away work
- Stakeholder support
- Optimum timeframes for component delivery

This work will analyze each phase of the overall project to identify a logical sequence of program implementation, as well as groupings of improvement components that are complementary. This information will ultimately be used by the DEPARTMENT Scoping Division to program future elements of the project. Therefore, SERVICE PROVIDER recommendations may not be fully realized in light of other DEPARTMENT priorities. However, the SERVICE PROVIDER will identify logical phasing opportunities for implementation, as well as the following:

- **Phasing individual projects:** Sometimes a major improvement investment can be implemented in phases, lowering the amount of funding that must be secured for each phase, while delivering user benefits and high-profile activity that supports program delivery momentum.
- **Early phase(s):** The overall/ultimate project improvement must demonstrate early progress and deliver improvements in a time manner. Some project phases that are identified may be readily achievable in terms of need, availability of right-of-way, safety enhancement, risks, opportunities, funding, scale, and schedule, and may be logical early candidates that can help build momentum and achieve the necessary goal.
- **System considerations:** Despite the need to phase project delivery and program implementation, it is important that the regional transportation system, including recent investments, continues to function at all times with a high level of user benefit. Every phased program carries some risk if/when the final phase(s) are deferred. Without considering the system implications of phased implementation, the risk is that the program delivery stalls at an intermediate stage, affecting overall program credibility.
- **Phase/project-specific funding opportunities:** Some phases of the overall project may have readily developed funding sources in context of One Nevada that aligns with a pre-existing funding program. This can help build project momentum. This potential will be evaluated early in the improvements and alternatives development.

Deliverables:

- Project Phasing summary chapter for the Feasibility Study



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

MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors

FROM: Tracy Larkin Thomason, P.E., Director

SUBJECT: May 8, 2023 | Transportation Board of Directors Meeting

ITEM # 11: Agreement 614-22-016, with PARSONS TRANSPORTATION GROUP, INC., for facilitation of the Nevada Traffic Incident Management (TIM) program, statewide, Nevada. - *For possible action*

Agreement No.:	614-22-016	Amendment No.:	00
Contractor:	Parsons Transportation Group, Inc.	Federal:	Yes
Original Amount:	\$4,000,000.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$0.00	Agreement Type:	Service Provider
Payable Amount:	\$4,000,000.00	Receivable Amount:	\$0.00
Start Date:	05/08/2023	End Date:	6/30/2027
Division:	Traffic Operations	Division Head:	Rod Schilling

Summary:

Parsons Transportation Group, Inc., will successfully manage the Nevada Traffic Incident Management (TIM) program in a manner that will achieve optimum efficiency and effectiveness for the Nevada. There is an opportunity to not only continue the program, but also to expand and enhance it with the engagement of new coalitions, implementation of new national use cases, and evaluation of new incident management technology.

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

MEMORANDUM

Department of Transportation Board of Directors

April 26, 2023

Page 2 of 2

Recommendation for Board Action:

Approve Agreement 614-22-016, with PARSONS TRANSPORTATION GROUP, INC., for facilitation of the Nevada Traffic Incident Management (TIM) program in the amount of \$4,000,000.00.

Prepared by:

Administrative Services Division



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

March 31, 2023

TO: Jenica Keller, Assistant Director DS
RS
FROM: Juan Hernandez, Project Manager
SUBJECT: Negotiation Summary for RFP 614-22-016 Nevada Traffic Incident Management (TIM) Program

Negotiation meetings were held virtually from 3/9/23 to 3/16/23 with Tom Clark and Pat Gallagher of Parsons Transportation Group, Inc.; and Juan Hernandez of the Nevada Department of Transportation (DEPARTMENT) in attendance. In addition, Seth Daniels and Rod Schilling of the DEPARTMENT also provided guidance to Juan Hernandez in separate virtual meetings throughout the negotiation period.

The duration of this agreement will be for 4 years, approximately ending on June 30, 2027, pending the actual agreement execution date.

The budgeted amount of this Agreement is comprised of 95% Federal / 5% State Funding.

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

The following schedule was agreed to by both parties:

Date	Task to be Completed
6 Per Year	Facilitate Urban TIM Coalition meetings
3 Per Year	Facilitate Rural TIM Coalition meetings
Annually	Develop and maintain interagency agreements and policies for quick incident clearance
Ongoing	Conduct communication and outreach initiatives in coordination with the Department's public information officers
Ongoing	Enhance field safety procedures and guidance training documents
Ongoing	Improve multi-jurisdictional TIM collaboration
Ongoing	Establish a process to easily pull Brazos incident data from crash reports to analyze Roadway Clearance Time, Incident Clearance Time, and Secondary Incident crash data
Ongoing	Conduct federal and state specific TIM training exercises
Annually	Facilitate live crash demonstration training exercises for the annual Traffic Safety Summit
Biennial	Facilitate live crash demonstration training exercises for the Rural TIM Coalitions
As needed	Champion legislative revisions to support and improve TIM goals and strategies
Annually	Conduct TIM Training for the NDOT District Maintenance Academies.

As needed	Conduct After Action Review (AAR) meetings for select incidents that have the potential to enhance coordination and safety
Year 1	Conduct a TIM Track feasibility study to evaluate the merits of constructing a full scale track for live exercise training of first responders
Year 1	Bolster special provisions in the Traffic Management Plans for large scale construction projects to require more coordination with the TIM Coalitions

Key personnel dedicated to this project are as follows:

Name	Title	Estimated Number of Hours
Tom Clark	Senior Project Manager	120
Pat Gallagher	Project Manager	1400
Kim Peters	Agreement Coordinator	1425
Dave Strawn	Agreement Coordinator	860
Susan Kildo	Admin Assistant	400
	Total Hours:	4280

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

The DEPARTMENT's original estimate was \$3,984,088.00 including direct labor, overhead, fee, and direct expenses at \$150,000.00.

The SERVICE PROVIDER's original estimate was \$4,087,545.40, including direct labor, overhead, fee, and direct expenses at \$160,000.00.

The negotiations yielded the following:

1. A not to exceed direct expenses amount of \$159,400.00 for reproduction, communication, travel and per diem. There will be no direct compensation for computer time.
2. A not to exceed agreement amount of \$4,000,000.00.

SERVICE PROVIDER's Transportation Board representative(s):

- Pat Gallagher
- Pat.Gallagher@parsons.com
- (775) 720-8522

Reviewed and Approved:

DocuSigned by:
Jenica Keller 04/03/2023
 D1A610F26D8B417...
 Assistant Director

SCOPE OF SERVICES

1.0 INTRODUCTION

In 2007, the Nevada Traffic Incident Management (TIM) Program was established with the creation of the first TIM Coalition in Southern NV. Today, the program is comprised of the Southern NV, Northern NV, Elko, Ely, Winnemucca, and Tonopah TIM Coalitions, with plans to expand into other rural areas of the state. The TIM Program promotes interagency communication and consistent incident response policies and procedures to relieve traffic congestion, enhance safety, and improve travel time reliability for all road users of Nevada's transportation system.

As of February 2023, over 75.4% of Nevada's first responders have been trained in the Federal Highway Administration (FHWA) Strategic Highway Research Program 2 (SHRP2) TIM Training, which has been specifically tailored to meet the needs of the DEPARTMENT and all first responders. Nevada has achieved the basis for an excellent regional and statewide TIM Program, it ranks 12th place in the nation for having the total number of first responders trained statewide. There is an opportunity to not only continue the program, but also to expand and enhance it with the engagement of new Coalitions, implementation of new national use cases, and evaluation of new incident management technology. Every meeting is an opportunity to learn, debrief, build consensus, develop multi-agency deliverables, and collaborate with TIM partners with the ultimate goals of improving safety and transportation efficiency.

The SERVICE PROVIDER will provide the required level of service needed to successfully manage the TIM Program in a manner that will achieve optimum efficiency and effectiveness by implementing the following strategies as coordinated with and approved by the DEPARTMENT (PROJECT):

- Establishing the Carson City TIM Coalition and continuing the facilitation of TIM meetings for the new and existing coalitions. Facilitation will be bi-monthly for the Carson City, Reno, and Las Vegas Coalitions and thrice-annual for the Elko, Ely, Winnemucca, Tonopah Coalitions.
- Updating and maintaining statewide and region-specific TIM guidelines, handbooks, policies and procedures, and lessons learned.
- Actively engaging current Coalition members and recruiting potential new members to achieve improved and consistent participation.
- Updating/maintaining the Open Roads Policy (ORP) and developing/maintaining Open Road Agreements (ORA) between agencies, as necessary.
- Identifying and pursue grant funds and cost saving opportunities for TIM related initiatives.
- Facilitating the collection and reporting of federal and state performance measure data, and working with the DEPARTMENT and the Office of Traffic Safety to help establish a process to pull Brazos incident data more easily from crash reports to analyze Roadway Clearance Time, Incident Clearance Time, and Secondary Incident crash data.
- Conducting deep dive After Action Review (AAR) meetings on select major incidents to identify opportunities for improvement, enhance collaboration, and disseminate lessons learned.
- Updating state specific FHWA SHRP2 TIM training to include the DEPARTMENT's Emergency Response Hazmat Contractor Activation Procedures, and conducting multi-disciplinary FHWA SHRP2 TIM training statewide including at the DEPARTMENT's

- Northern and Southern Nevada Maintenance Academies.
- Conducting full scale crash demonstration exercises in coordination with the Nevada Traffic Safety Summit in Reno or Las Vegas annually; and conducting full scale crash demonstration exercises for the Rural TIM Coalitions (one exercise biennially).
- Developing a feasibility study for a Traffic Incident Management Live Exercise Training Track.
- Conducting TIM outreach to the public in coordination with the DEPARTMENT's Public Information Office (PIO).
- Championing legislation for changes to support and improve TIM initiatives.
- Bolster special provisions for construction traffic management plans to require more coordination with the TIM Coalitions.

2.0 GENERAL REQUIREMENTS

2.1 Project Coordination

The SERVICE PROVIDER will coordinate and facilitate monthly project meetings (virtual) at times to be determined by the DEPARTMENT. Each meeting will consist of the project status, schedule review, and discussion of upcoming milestones. The SERVICE PROVIDER will prepare and distribute both meeting agendas and meeting minutes for each meeting. The meeting agendas will be distributed three (3) days prior to the meeting. The purpose of the meetings will be to review on-going scope/budget/timeline efforts, identify and discuss key issues, and confirm PROJECT progress and to-do items.

2.2 Project Schedule

The SERVICE PROVIDER will develop an event calendar cooperatively with the DEPARTMENT. The schedule will include Coalition meetings, working group meetings, After Action Review 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.

2.3 Project Meeting Minutes

Following each meeting, the SERVICE PROVIDER shall provide meeting minutes and action items within ten (10) business days of the meeting date to the DEPARTMENT. Action items will provide the necessary information for follow up. A quantitative summary of relevant data including number of direct invites, number of invite responses, and observed turn out shall be included.

2.4 Project Monthly Progress Reports

The SERVICE PROVIDER will develop monthly progress reports detailing the work completed for each task that period. 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.

2.5 Project Invoices

Invoices for work performed in the previous month shall be submitted by the 10th day of the month. The signed invoice shall include all services rendered along with one (1) copy of substantiating documentation. The invoice must be submitted on the SERVICE PROVIDER's

stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form.

2.6 Project Direct Travel Expenses

The SERVICE PROVIDER shall book travel expenses no less than two (2) weeks in advance. Travel expenses shall be limited to SERVICE PROVIDER staff identified as having key roles in each detailed agenda. All other travel expense policies as referenced in the Agreement shall apply.

Deliverables

- **Monthly progress reports**
- **Meeting agendas and minutes**
- **Project performance measure report**
- **Schedule**
- **Monthly invoices**

3.0 COALITION MEETINGS

The following is the minimum number of Coalition meetings that will be held for each region annually: six (6) for the Reno area, six (6) for the Las Vegas area, three (3) for the Winnemucca area, three (3) for the Elko area, three (3) for the Ely, and three (3) for the Tonopah area. The SERVICE PROVIDER shall create and establish a new coalition organized for the Tri County (Carson, Douglas, and Lyon) area with meetings to be held every other month, six (6) meetings annually. It is expected that sufficient key team personnel with responder experience and coalition facilitation experience will be present at these meetings.

3.1 Coalition Meeting Facilitation

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. 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 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 and distribute meeting minutes. Project related documents will be made available to the Coalition on the TIM website.

3.2 Coalition Meeting Location and Agenda

The SERVICE PROVIDER shall be responsible for securing the meeting location and equipment necessary for proper facilitation. Draft detailed agendas with site host, and speaker contact information shall be submitted three (3) weeks prior to meeting for the DEPARTMENT's review and approval. As applicable, the agenda shall include review of any task force activities, overview of upcoming training events, an opportunity for interagency updates or announcements, and an incident debrief. Once approved, the meeting agendas will be distributed via email and posted on the TIM website. For in-person meetings, the SERVICE PROVIDER shall distribute the meeting agenda and any supporting materials as handouts to Coalition members.

3.3 Coalition Meeting Refreshments

The SERVICE PROVIDER shall provide catered refreshments at the coalition meetings and the amount of refreshment should be aligned with the expected meeting reservations. The refreshments shall include beverages such as coffee, water, and soda; a main lunch item such as sandwiches, tacos, etc.; and a small dessert such as cookies or brownies.

3.4 Coalition Meeting Incident Debriefs

Each Coalition meeting shall include a multiagency debrief of major traffic incident(s). The SERVICE PROVIDER shall encourage multiagency participation through incident selection. The SERVICE PROVIDER shall identify a lead agency for the incident and coordinate to determine who shall present. The SERVICE PROVIDER shall facilitate outreach to other agencies as necessary to seek their input in the incident and encourage participation in the debrief. The SERVICE PROVIDER shall support the lead agency and supporting agencies in relating the incident to TIM practices as documented in the training.

3.5 Coalition Meeting Attendance and Effectiveness

The SERVICE PROVIDER shall actively conduct outreach to current and potential new TIM partners to ensure consistent and adequate participation at each Coalition meeting. This may consist of contacting new and participating agencies to attend and contribute to the meeting, sharing meeting information on public forums such as the TIM website and on social media, responding to TIM related queries, and any other activity necessary to ensure productive, valuable, and well attended meetings. The SERVICE PROVIDER will coordinate meeting invitations and responses through a free online scheduling service such as Outlook or other means that are fully accessible to the DEPARTMENT and could be transferred to the DEPARTMENT for management with no cost at any time.

The SERVICE PROVIDER will maintain and update a directory of TIM Coalition partners. The directory will include known contact information, which Coalitions they are associated with, responder type, instructor status (trainer, or master trainer) and other data the project manager deems necessary. The directory should be reviewed quarterly for updates and submitted to the DEPARTMENT. General participation at TIM Events should be summarized and indicated in the quarterly report.

3.6 Other Working Group Facilitation Meetings

As needed and approved by the DEPARTMENT, the SERVICE PROVIDER shall work with 2-4 TIM working groups within the Coalitions and facilitate meetings for those groups to further programs, initiatives and actions identified by the main Coalitions. Upon approval, the SERVICE PROVIDER shall establish a meeting plan for inclusion in the project schedule. The SERVICE PROVIDER shall also develop meeting agendas, notes, and action items for the working group meetings. These working groups will report back to their respective Coalitions during their next regularly scheduled meeting. Should the efforts of a committee grow beyond meeting facilitation, the SERVICE PROVIDER shall notify the DEPARTMENT for approval and further direction.

3.7 After Action Review Meetings

The SERVICE PROVIDER shall review and analyze the TIM quarterly reports provided by the Regional Transportation Committee of Southern Nevada. Upon DEPARTMENT approval, the SERVICE PROVIDER shall facilitate up to two (2) separate meetings per contract year for critical incidents requiring After Action Review (AAR) meetings with specific TIM stakeholders due to abnormal incident durations and/or other incident mitigation issues. Other requested AAR reviews will be conducted in conjunction with regularly scheduled TIM Coalition meetings in

accordance with current practice. The intent of these AAR meetings is to identify, review, and analyze specific major incidents; summarize lessons learned and address opportunities for improved coordination amongst stakeholders; and present findings to the TIM Coalitions, if applicable.

Deliverables

- **Meeting facilitation, agendas, and minutes**
- **Meeting refreshments**
- **Incident debriefs**
- **Establish, organize, and facilitate Working Groups meetings**
- **Organize and facilitate After Action Review meetings**

4.0 COMMUNICATION AND OUTREACH

4.1 General Communication

The SERVICE PROVIDER shall assist the DEPARTMENT with the continued growth and support of the Statewide TIM Coalitions, 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.
- Active outreach to improve participation of current members and engage new members into the Coalitions.
- Disseminate information regarding Coalition member initiatives and facilitating networking between Coalition members.
- Resource development and awareness.
- Attending relevant FHWA meetings such as quarterly “TIM Talks” and National Responder Safety week planning webinars.
- Establishing legislative connections and identifying needs.

4.2 TIM Website

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

- Converting the existing www.nvTIM.com or designing and building a new site.
- Hosting the site or provide hosting for access by the public.
- Identifying specific posts to also be shared on the TSMO website.
- 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 and other requirements set by the DEPARTMENT’s PIO.
- Website will use the domain name 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.

4.3 Social Media

The SERVICE PROVIDER shall maintain the statewide program presence on social media. This will include Facebook and other social media platforms as the DEPARTMENT and Coalition members deem appropriate. Activity on social media platforms will include at least five relevant posts per month. At least one post per month must be new and original to the Nevada TIM Program. The SERVICE PROVIDER is encouraged to repost or share post from Coalition members, other state TIM programs or any other relevant source (news outlets, national responder associations, etc.). The SERVICE PROVIDER shall deliver a monthly social media efforts report.

4.4 General Outreach

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 as items recognizing TIM champions for their efforts upon approval by the DEPARTMENT.

4.5 Resource Development

The SERVICE PROVIDER may produce resource or outreach materials to engage TIM stakeholders, build consensus, improve participation, and educate the public. Upon written approval by the DEPARTMENT and as budget allows, the SERVICE PROVIDER shall develop and or purchase outreach materials, examples include but are not limited to high visibility construction vests with the DEPARTMENT's TIM logo to be used by the news media, TIM visor reference cards containing Nevada TIM principals for first responders, Nevada specific TIM plaques awards, and TIM challenge coins with the DEPARTMENT's TIM logo for special TIM Coalition member recognitions. Deliverables and cost will be documented in a memorandum signed by both the SERVICE PROVIDER and the DEPARTMENT project manager prior to any direct expenses being incurred. Alternative means of distribution, such as file sharing for each agency to purchase or create their own product, should be leveraged whenever possible to reduce costs.

4.6 Enhance Communications Between Responders

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.

4.7 Bolster Special Provisions

The SERVICE PROVIDER shall work the DEPARTMENT's Traffic Operations division to bolster the special provisions of traffic management plans for construction projects to require more coordination with the TIM Coalitions (specifically for larger projects).

Deliverables

- **Statewide TIM website management and maintenance**
- **Regular Social Media updates**
- **Facilitation of general outreach and communications with TIM partners**
- **Assist the DEPARTMENT with the development of special provisions related to TIM during major construction projects**

5.0 TRAINING

5.1 Update Training Materials

The SERVICE PROVIDER shall perform, as necessary, a comprehensive review of the Nevada state specific 4-hour Traffic Incident Management (TIM) Training and the 8-hour TIM Train the Trainer materials. Based upon the review, the following updates are expected to be proposed:

- Out of state photographs and videos will be replaced with Nevada equivalents.
- Where available, out of state scenarios will be replaced with recent, relevant Nevada equivalents that embody the same TIM principles and concepts.
- All Nevada Revised Statutes (NRS) references will be updated to current verbiage and application.
- Inclusion of new resources and references such as links to the National Fire Protection Association (NFPA) Emergency Response Guides.
- Outdated statistics and study finding will be replaced with current statistics and properly referenced.
- Inclusion of the most recent Emergency Response Hazmat Emergency Response Contractor Activation Procedures.

The SERVICE PROVIDER shall submit a Proposed Training Changes Summary to the DEPARTMENT before finalizing the changes. The summary should clearly indicate on a slide by slide basis, what was included before the update, an explanation on how the changes enhance the training overall, and the final mockup of the slide. Once approved, the SERVICE PROVIDER shall provide a final electronic PowerPoint file along with supplemental materials such as handouts to the DEPARTMENT. The SERVICE PROVIDER shall also distribute copies to all recorded trainers within the state, as necessary.

5.2 Training Schedule

The SERVICE PROVIDER shall develop an annual training calendar in coordination with training instructors from the various agencies, training room location availability, and allowable budget to ensure training is provided statewide including the DEPARTMENT's Northern and Southern Nevada Maintenance Academies. The needs of all regions, urban and rural, shall be weighed in the development of the Training Calendar. The calendar may be adjusted and updated as the needs of the state change. The most current version of the Training Calendar will be maintained on the website and shall also partner agency academies.

5.3 Training Support and Facilitation

The SERVICE PROVIDER shall support statewide training with the following as necessary:

- Arranging training locations, facilitating, and if necessary, provide all equipment.

- Preparing handouts and certificates.
- Reporting training attendance to the Federal Highway Administration (FHWA).
- Providing tabletop exercise kits.
- Communicating with attendees prior and post the training session.

5.4 TIM Trainers

Training sessions are ideally led by Coalition members and include multi-disciplinary trainers. However, in many cases, the trainers require support to cover a full training session or to bring diversity to the training session. In such cases, the SERVICE PROVIDER shall provide a trainer for the training session.

5.5 Training Material Development

The SERVICE PROVIDER shall actively work with the DEPARTMENT and Coalitions to identify local issues and concerns that can be resolved with training. 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. Training should provide a multi format/media for broader application. Draft deliverables will be provided to the DEPARTMENT for review and comment; final deliverables that incorporate and address comments will then be submitted.

5.6 Tracking and Reporting of Training Outcomes

The SERVICE PROVIDER shall summarize the outcome of training efforts in quarterly training reports to include the number of trainings held, percentage of trainers conducting trainings, overall numbers of responders trained and qualitative analysis of the results with recommendations for adjustment. The data within the reports shall be compared to the FHWA records of the Nevada program and the SERVICE PROVIDER shall notify the DEPARTMENT of any discrepancies. The SERVICE PROVIDER shall participate in FHWA webinars pertaining to training to ensure the Nevada program is up to date with current practices nationwide.

5.7 Traffic Safety Summit

The SERVICE PROVIDER shall complete all activities necessary to conduct a full-scale demonstration of TIM principles at the annual Nevada Traffic Safety Summit. The Nevada Traffic Safety Summit is organized and facilitated outside of this agreement and the event organizers may adjust requirements or establish limitations that may exclude or significantly alter the planned TIM participation at the Summit. Should such circumstances arise, the DEPARTMENT will work with the SERVICE PROVIDER to hold a demonstration outside of the Safety Summit. Anticipated activities include:

- Develop abstracts, as needed, to keep safety relevant throughout the state in the area of TIM and submit for approval to the conference subcommittee.
- Set up a TIM Subcommittee to address training at the Summit.
- Schedule trainers for a 4-hour TIM training session.
- Reach out to discipline leaders throughout the state to schedule them for the annual training and advocate for Summit attendance by county sheriffs, fire departments, city police, fire departments, towers, EMT, etc. throughout the state.
- Develop demonstration crash scenarios with stakeholders.
- Develop press release points and goals for the demonstration.
- Schedule and conduct meetings with the TIM stakeholder committee.
- Contact conference team and facility manager to secure a location for the live exercise demonstration as well as the limitations and liberties.
- Identify and assign stakeholder discipline leads to assist with various areas of need.

- Identify towing companies that can provide a minimum of three (3) wrecked vehicles to be delivered to the location for the live exercise demonstration.
- Organize participating law enforcement agencies into specific tasks and roles within the demonstration.
- Coordinate with for the local fire agency to provide assistance with live exercise demonstration. A minimum of two trucks and 6-8 fire fighters are recommended for assistance.
- Coordinate with emergency medical technicians or ambulance services to identify the number of ambulances available and, identify possible moulage students or manikins available.
- Coordinate with the local DEPARTMENT District Maintenance divisions to identify traffic control needs and traffic control equipment such as cones or barricades.
- Update participating agency public information officers on the scenarios, and provide facts and points of information to release to the media.
- Engage conference calls and personal calls as needed to ensure assistance from partner agencies.
- On the day of the event, conduct safety meeting; identify and respond to issues that arise; conduct event; work with media; document demonstration outcomes and provide video or photos to the Department.

5.8 Rural TIM Coalitions Full Scale Demonstration

The SERVICE PROVIDER shall complete all activities necessary to conduct a full-scale demonstration of TIM principles for the Rural TIM Coalitions at a rural Nevada location specified by the DEPARTMENT in coordination with the Rural TIM Coalitions biennially beginning with 2024. The event may be in conjunction with a Rural Nevada Traffic Safety Summit that is yet to be determined outside of this agreement and anticipated activities include the same bullets referenced in Section 5.5.

Deliverables

- **Update of training materials and proposed content**
- **Develop training schedule and training materials**
- **Organize and facilitate training as per the agreed-upon schedule**
- **Coordinate and if necessary, provide trainers**
- **Track and report training outcomes and participate in FHWA training webinars**
- **Conduct TIM demonstration at Traffic Safety Summit**
- **Conduct a full scale demonstration of TIM principles for the Rural TIM Coalitions**

6.0 INTERAGENCY AGREEMENTS

6.1 Open Roads Policy

The SERVICE PROVIDER will review and recommend updates to the existing ORP Policy, as necessary, to ensure that information is kept current. Revisions to this policy will require collaboration with the DEPARTMENT and other TIM partners, if a major policy change is necessary, a new signing ceremony will be organized and facilitated by the SERVICE PROVIDER.

6.2 Open Roads Agreement

As needs are identified, 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 SERVICE

PROVIDER may be asked to present these agreements virtually at the TSMO Stakeholder Engagement meetings, if necessary.

Deliverables

- **Review and update Open Roads Policy**
- **Identify, develop, and seek execution of other agency partnership and operations agreements**

7.0 TIM PERFORMANCE MEASURE & CMM ASSESSMENT

7.1 TIM Performance Measures and Data Collection Facilitation

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 for each of the Coalitions 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 semi-annual 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 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.

The SERVICE PROVIDER will also provide further performance measure support by developing assessments, summaries, and presentations as requested.

7.2 TIM Capability Maturity Self-Assessment

The SERVICE PROVIDER will coordinate the work necessary to complete the FHWA annual TIM Capability Maturity Self-Assessment (CM SA). The SERVICE PROVIDER will seek input from the DEPARTMENT, Coalitions, and other TIM stakeholder groups to obtain consensus on the scoring for the report. The SERVICE PROVIDER will also cross-reference findings with the DEPARTMENT's 2020 TSMO Capability Maturity Model (CMM) tech memo for integration into future TSMO CMM assessments by the DEPARTMENT.

7.3 Office of Traffic Safety Brazos Data

The SERVICE PROVIDER will establish a process to easily pull Brazos incident data from crash reports to analyze Roadway Clearance Time, Incident Clearance Time, and Secondary Incident crash data.

Deliverables

- **Monitor and measure performance, and develop semi-annual reports in alignment with TIM-specific performance metrics**
- **Develop and deliver the annual CMSA**

- **Work with the DEPARTMENT to help establish an improved data collection process for performance measures**

8.0 FUNDING OPPORTUNITIES AND LEGISLATIVE SUPPORT

8.1 TIM Funding Opportunities

Funding for TIM may be sought from non-agency sources. The SERVICE PROVIDER will work with the DEPARTMENT and Coalitions to identify and pursue grants, donations, or cost saving measures for training, equipment, pilot projects, and other TIM initiatives. This work will be performed as an integral part of efforts associated with the TIM Coalition.

8.2 Legislative Support

The SERVICE PROVIDER will compile policy/legislative recommendations for the DEPARTMENT's consideration. These must be produced in close coordination with the DEPARTMENT and TIM Coalitions because collaboration is critical to producing documents that correctly reflect DEPARTMENT goals and objectives. Draft recommendations will be submitted to the DEPARTMENT one year in advance of the legislative session for review 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**
- **Identify and assist with the pursuit of Grant Funding**

9.0 TIM Test Track Facility Feasibility Study

The SERVICE PROVIDER will develop a feasibility study for a TIM Test Track Facility that could be subsequently designed and constructed by the DEPARTMENT in the future. Though the Nevada TIM Program has evolved over time, establishing a training facility is important to enhance the capabilities of Coalitions and responders beyond classroom-style training. The SERVICE PROVIDER will develop and submit the feasibility study scope for the DEPARTMENT's review and approval by the end of calendar year 2024. The scope, at minimum, should include the following items:

- Stakeholder identification, engagement, and outreach for education and buy-in.
- Business case for the facility, establishing the need, and potential challenges.
- Analysis of an appropriate location, area size, and physical characteristics of the facility to accommodate practicing various scenarios. Physical characteristics may include multiple lane configurations, on & off ramps, weave section, shoulder, horizontal and vertical curvature, intersections, turb-bay, cross over area, etc.
- Identification of required equipment and analysis of accommodating required features such as bridge deck, drainage, W-Beam guardrail, cable guardrail, concrete barrier, permanent traffic signal, and temporary traffic control devices, etc. to allow responders engage in specific training activities.
- On-site storage capabilities for equipment such as trucks, cones, portable barriers, portable signs, drums, traffic signal signs, etc.
- Analysis of accommodating training on new technologies such as drones.
- Development of a list of potential training scenarios that would require responders to manage a scene- before, during, and after emergency responders arrive on- scene.

- Identification of estimated budget and potential/applicable grants to secure funding for the facility.

The feasibility study will be developed from a TIM/operational perspective and will not include (1) an engineering analysis of any potential sites, (2) any preliminary engineering or (3) an engineering cost estimate. Any cost estimate made will be a rough order of magnitude estimate developed without an engineering analysis or any preliminary engineering/design work.



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

MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors
FROM: Tracy Larkin Thomason, P.E., Director
SUBJECT: May 8, 2023 | Transportation Board of Directors Meeting
ITEM # 12: Amendment 01, Agreement 239-20-052, with BENEFICIAL DESIGNS, INC., for continued Americans with Disabilities Act (ADA) sidewalk and feature data collection, statewide, Nevada. – *For possible action*

Agreement No.:	239-20-052	Amendment No.:	01
Contractor:	Beneficial Designs, Inc.	Federal:	No
Original Amount:	\$250,000.00	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$799,000.00	Agreement Type:	Service Provider
Payable Amount:	\$1,049,000.00	Receivable Amount:	\$0.00
Start Date:	5/8/2023	End Date:	8/22/2025
Division:	External Civil Rights	Division Head:	Sonnie Braih

Summary:

Amendment 1: Increase authority by \$799,000.00 from \$250,000.00 to \$1,049,000.00, to accommodate the increase of scope and extend termination date from June 30, 2023, to August 22, 2025. The current assessment process will help to verify that new construction is being conducted in accordance with accessible design standards and is helping the state to prioritize access and safety improvements.

Background:

Original Agreement: Executed August 23, 2021, to provide Americans with Disabilities Act (ADA) sidewalk and feature data collection of ADA sidewalk and feature data collection and transmission of that data to the Department, statewide. NV B/L#: NVD20001468715-R

MEMORANDUM

Department of Transportation Board of Directors

April 26, 2023

Page 2 of 2

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

Recommendation for Board Action:

Approve Amendment 01, Agreement 239-20-052, with BENEFICIAL DESIGNS, INC., for continued Americans with Disabilities Act (ADA) sidewalk and feature data collection in the amount of \$799,000.00.

Prepared by:

Administrative Services Division



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

MEMORANDUM

29 March 2023

TO: Jeff Lerud, Deputy Director

FROM: Lali Parasa, Project Manager

SUBJECT: Negotiation Summary for Amendment 1 to Agreement 239-20-052 Americans with Disabilities Act (ADA) Sidewalk and Feature Data Collection

On 23 August 2021, NDOT entered into agreement 239-20-052 with Beneficial Designs, Inc. to perform the Americans with Disabilities Act (ADA) Sidewalk and Feature Data Collection.

The Scope of Services includes the following:

Project management and quality control, NDOT meetings and communication, pre-assessment, assessment, post-assessment, review and guidance, ArcGIS and app work, and supply management.

The present contract provided funding for the above steps over the course of 18 months. To ensure the access and safety of Nevada's sidewalks, the Nevada public rights-of-way assessment process has been improved for Nevada's citizens. The assessment process is now more comprehensive to verify the safety and accessibility of sidewalks. The data is currently efficiently collected on a tablet which syncs feature data to the Nevada DOT sidewalk feature geodatabase. The data is reviewed for compliance with federal and state guidelines for access. Sidewalk feature attributes that are out of compliance and needing alteration or replacement are summarized for NDOT accessibility and project management. This process allows NDOT to prioritize where repairs and reconstruction are necessary. Previous assessments of the Nevada public rights-of-way were performed on only a portion of the Nevada sidewalk infrastructure. The previous assessment process was often neither thorough nor accurate. The current assessment process is helping to verify that new construction is being conducted in accordance with accessible design standards and is helping the state to prioritize access and safety improvements.

Additional time is necessary to maintain a steady assessment of Nevada public rights-of-way. The following table provides the number hours necessary to continue assessing the highest priority areas in the state of Nevada. These hours are based on an analysis of the current progress and rate of the ADA Sidewalk and Feature Data Collection project.

Task to be Completed	Estimated Number of Hours
Project management and quality control	1,270
NDOT meetings and communication	564
Pre-assessment	987
Assessment	4,935
Post-assessment	310

Review and guidance	987
ArcGIS and app work	282
Supply management	197
Total Hours	9,532

To accommodate this increase of scope, the total amount of the agreement must be increased by \$799,000.

This amendment adds 25 months and 24 days to the agreement for a new end date of 22 August 2025.

The DEPARTMENT's original estimate for this amendment was \$750,000 plus travel and supply expenses.

The SERVICE PROVIDER's original estimate for this amendment was \$850,000 plus travel and supply expenses.

The negotiations yielded the following:

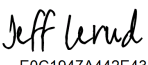
1. There will be an additional 9,532 total man-hours allotted to this agreement.
2. The total negotiated cost for this Amendment will be \$799,000. The new total cost of this Agreement will be \$1,049,000.

Negotiated Cost of Amendment	
Item	Total Cost
Labor	\$756,500
Travel	\$38,600
Supplies	\$3,900
Total	\$799,000

SERVICE PROVIDER's Transportation Board representative(s):

- **Peter Axelson**
- **pax@beneficialdesigns.com**
- **775 783 8822 x121**

Reviewed and Approved:

DocuSigned by:

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Deputy Director

The ADA sidewalk assessment process is now more comprehensive to verify the safety and accessibility of sidewalks. The data is currently efficiently collected on a tablet which syncs feature data to the Nevada DOT sidewalk feature geodatabase. The data is reviewed for compliance with federal and state guidelines for access. Sidewalk feature attributes that are out of compliance and needing alteration or replacement are summarized for NDOT accessibility and project management. This process allows NDOT to prioritize where repairs and reconstruction are necessary. Previous assessments done by the department of the Nevada public rights-of-way were performed on only a portion of the Nevada sidewalk infrastructure. The previous assessment process was often neither thorough nor accurate. The current assessment process is helping to verify that new construction is being conducted in accordance with accessible design standards and is helping the state to prioritize access and safety improvements.



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MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors
FROM: Tracy Larkin Thomason, P.E., Director
SUBJECT: May 8, 2023 | Transportation Board of Directors Meeting
ITEM # 13: Amendment 03, Agreement 229-18-016, with KIMLEY-HORN AND ASSOCIATES, INC., for continued operation and maintenance of the KITS Advanced Traffic Management System (ATMS), statewide, Nevada. – *For possible action*

Agreement No.:	229-18-016	Amendment No.:	03
Contractor:	Kimley-Horn and Associates, Inc.	Federal:	No
Original Amount:	\$245,571.00	Total of Prior Amendments:	\$1,004,493.44
Amendment Amount:	\$376,015.11	Agreement Type:	Service Provider
Payable Amount:	\$1,626,079.55	Receivable Amount:	\$0.00
Start Date:	5/8/2023	End Date:	6/30/2024
Division:	Traffic Operations	Division Head:	Rod Schilling

Summary:

Amendment 3: Increase authority by \$376,015.11 from \$1,250,064.44 to \$1,626,079.55, due to the need for continued operation and maintenance across the state and to extend the termination date from June 30, 2023, to June 30, 2024.

Background:

Amendment 2: Executed April 15, 2021, to increase authority by \$505,985.53 from \$744,078.91 to \$1,250,064.44, to allow for the ongoing maintenance and device integration across the state and to extend the termination date from June 30, 2021, to June 30, 2023.

MEMORANDUM

Department of Transportation Board of Directors

April 26, 2023

Page 2 of 2

Amendment 1: Executed May 14, 2019, to increase authority by \$498,507.91 from \$245,571.00 to \$744,078.91, to allow for the ongoing maintenance and device integration across the state and to extend the termination date from June 30, 2019, to June 30, 2021.

Original Agreement: Executed May 18, 2018, to provide support services for operations and maintenance of the Intelligent Transportation System Department's audio and visual system and installation of additional hardware, consisting of routine testing of the systems, systems repairs and upgrades, routine cleaning and other periodic needs of all audio and video equipment, statewide. NV B/L#: NVF20141685774-Q

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

Recommendation for Board Action:

Approve Amendment 03, Agreement 229-18-016, with KIMLEY-HORN AND ASSOCIATES, INC., for continued operation and maintenance of the KITS Advanced Traffic Management System (ATMS) in the amount of \$376,015.11.

Prepared by:

Administrative Services Division



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Fax: (775) 888-7201

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MEMORANDUM

March 31, 2023

TO: Jenica Keller, P.E., Assistant Director
FROM: Sonia Jacinto Acosta, Project Manager
SUBJECT: Negotiation Summary for Amendment No. 3 to Agreement P229-18-016

On May 18, 2018, NDOT entered into Agreement P229-18-016 with Kimley-Horn and Associates, Inc. to perform operation and maintenance of the KITS Advanced Traffic Management System (ATMS).

The KITS application enables the district Road Operation Centers (ROC) to operate ITS devices such as Traffic Cameras, Dynamic Message Signs (DMS), Road Weather Information Sensors (RWIS), Highway Advisory Radio (HAR), ramp meters, flashing beacons and the Active Traffic Management (ATM) gantries. The Scope of Services includes 24/7 assistance to maintain the daily operations of the KITS software application.

The Traffic Operations division is entering the design and implementation phase of the DEPARTMENT's next generation ATMS with a new Service Provider. To prevent a gap in service during the design and implementation phase, this Amendment adds 12 months to the Agreement for a new termination date of June 30th, 2024.

To accommodate this extension, the total amount of the Agreement must be increased by \$376,015.11.

DO NOT INCLUDE HOURLY RATES IN COST BREAKDOWN

The DEPARTMENT's original estimate for this Amendment was \$252,992.77.

The SERVICE PROVIDER's original estimate for this Amendment was \$316,015.11.

The negotiations yielded the following:

1. The DEPARTMENT and the SERVICE PROVIDER agreed on the new termination date of June 30, 2024.
 2. The total negotiated cost for this Amendment, including direct labor, overhead, fee and direct expenses will be \$376,015.11, which includes inflation rates increase and \$60,000.00 for unforeseen expenses. Payment will be based on actual services provided. The new total cost of this Agreement will be \$1,626,079.55.
- SERVICE PROVIDER's Transportation Board representative(s):
 - Michael Mosley
 - michael.mosley@kimley-horn.com
 - 702-862-3626

Reviewed and Approved:

DocuSigned by:

Jenica Keller

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Assistant Director

1. Introduction

- 1.1. The DEPARTMENT currently uses an intelligent traffic management system which includes a central database used as a repository for data collected from a variety of sensors such as temperature, wind, precipitation, traffic flow and more. The support services described herein are for Nevada's intelligent traffic management system, including the database/repository, all associated software and modules of the system (COVERED PRODUCTS) for the applicable support period (COVERAGE PERIOD). A list of COVERED PRODUCTS is provided in Section 11.
- 1.2. This Statement of Work (SOW) describes the service, deliverables, the DEPARTMENT assumptions, the SERVICE PROVIDER responsibilities, and exclusions related to the Support Services of Nevada's intelligent traffic management system (the SERVICE). Provision of the SERVICE is governed by and subject to the terms and conditions set forth in the applicable agreement to which this SOW is attached. In the event of a conflict between the terms of this SOW and the applicable agreement, the terms of this SOW shall prevail.

2. Description of Service

- 2.1. The SERVICE includes technical support related to only the COVERED PRODUCTS during the COVERAGE PERIOD.
- 2.2. The SERVICE will provide assistance 24 hours a day, 7 days a week, each day of the year. Authorized DEPARTMENT personnel may contact the SERVICE PROVIDER after opening a TOTS (Traffic Operations Technology Systems) Work Order. Depending on the severity of the issue (reference Section 3, *Service Level Agreement*), the SERVICE PROVIDER will resolve the issue within the defined period of time.
- 2.3. The SERVICE is for Nevada freeway and highway system only.

2.4. Operating System Updates and Upgrades

- 2.4.1. The SERVICE PROVIDER will be available when the DEPARTMENT pushes monthly patches to assist in unexpected issues with the COVERED PRODUCT. Notification will be by an email notification system.

2.5. Remote Diagnostics

- 2.5.1. The SERVICE PROVIDER personnel will provide remote support to authorized DEPARTMENT personnel, over the phone to diagnose the root cause of the reported problem. After the root cause of the problem has been determined, the KHA personnel shall recommend a solution to the problem.
- 2.5.2. The SERVICE PROVIDER will isolate the problem and determine the proper resolution, including but not limited to:
 - 2.5.2.1. Configuration change
 - 2.5.2.2. Software Update or Upgrade

2.6. Database Administration and Maintenance

- 2.6.1. The SERVICE PROVIDER will provide routine database administration support for Nevada's traffic management system. The following database administration tasks will be performed:

- 2.6.1.1. Tuning and optimizing the database such as general housekeeping tasks relating to database logs.

2.7. Third Party Software

The SERVICE PROVIDER will provide support to the DEPARTMENT with any third-party software products that are utilized by the intelligent traffic management system.

2.8. Manuals and System Help

The SERVICE PROVIDER will make corrections and changes to the Administrative Manual and the User Manual/Help functions within 2 weeks of the deployment of corrections or changes made to the intelligent traffic management system.

2.9. Reporting Problems

- 2.9.1. Maintenance and Operational issues will be reported by the DEPARTMENT as soon as discovered. Issues can be reported by phone or email as described in Section 5 *Contacting Technical Support*.
- 2.9.2. Outages, System Compromised, Business Critical, and Major issues will be assessed by the SERVICE PROVIDER immediately.
- 2.9.3. Minor issues will be assessed within 24 hours.
- 2.9.4. If the problem cannot be resolved within the time frame specified in Section 3 *Service Level Targets*, the DEPARTMENT must be notified in writing, email is acceptable to ensure timely communications.
- 2.9.5. Each occurrence will be issued a work ticket in the DEPARTMENT'S asset management system. The work ticket will be used to record the issue and any information relating to the issue and its resolution.

2.10. Monthly Meetings

- 2.10.1. Conduct 1-hour monthly meetings for the DEPARTMENT to review any unresolved issues.
- 2.10.2. An issue is defined as a system event or an impediment that may result in a loss of the data stream, and/or a loss of redundancy, element visibility or management; and/or effects driver safety; and/or the product is usable, but a condition exists that seriously degrades the production operation, maintenance or administration, and requires attention to resolve the situation.

2.11. System Integration Services

- 2.11.1. The SERVICE PROVIDER will provide support for database population during expansions of system elements. As part of this task, the SERVICE PROVIDER will gather the required data from plans and the contractor constructing the project and transform it in such a way that it is compatible with database ready scripts. The SERVICE PROVIDER will also assist the DEPARTMENT with any associated system configuration and testing required after the entry of the data in to the database. Once the system expansion elements are configured and tested, the SERVICE PROVIDER will provide the DEPARTMENT any applicable scripts and a reloadable back-up copy of the DEPARTMENT'S intelligent traffic management system database. If database population of system elements exceeds five (5) devices in one month, the DEPARTMENT will provide an excel file of system elements

to the SERVICE PROVIDER. The excel file will be populated by the DEPARTMENT with required database fields for the SERVICE PROVIDER to develop SQL scripts for the bulk data import to KITS.

2.11.2. During the duration of the Agreement, the SERVICE PROVIDER will provide support for the integration issues related to the system. When requested by the DEPARTMENT, the SERVICE PROVIDER will attend software/integration meetings. This will include discussions of any integration issues, on site diagnostic investigation of the issue and proposed resolution. Providing input to the DEPARTMENT regarding any future technologies that are under consideration for incorporation within the system, integration issues that may be associated with the addition of any new elements to the system, technology reviews and general information to facilitate future system enhancements and/or deployment.

2.11.3. During the duration of the Agreement, the SERVICE PROVIDER will provide support for the integration issues related to the system. When requested by the DEPARTMENT, the SERVICE PROVIDER will attend software/integration.

2.12. Training and Service Calls

2.12.1. The SERVICE PROVIDER will provide training for operators and administrators on an as needed basis on any of the features of the intelligent traffic management system. Training will be limited to the following maximums per year; up to six (6) onsite training sessions and twelve (12) remote support trainings using Skype or alternative meeting system. Three (3) onsite service calls per year will be supported; one (1) per district. Training will be limited to the following maximums per year: up to two (2) onsite training sessions per year each at District 1 and District 2 distinct from onsite Service calls; one (1) onsite training sessions per year at District 3 to coincide with a service call; onsite training preparation, and three (3) online training sessions per year.

2.12.2. Training will include any documents or manuals need to facilitate the training.

2.12.3. At the direction of the DEPARTMENT, the training will be one-on-one or to a group.

2.12.4. For authorized users, the SERVICE PROVIDER will be available for phone assistance.

2.13. Cost

2.13.1. The cost of the service described in this document will be paid in a lump sum monthly.

3. Service Level Targets

Service Level Agreement (SLA)			
Severity	Recovery	Resolution	Availability
<u>Outage</u> Loss of data stream	Continuous until recovered, target 90% recovered within 30	90% resolved in 30 minutes 100% resolved	24 x 7 x 365

Service Level Agreement (SLA)			
Severity	Recovery	Resolution	Availability
	minutes of the SERVICE PROVIDER notification	in 10 calendar days	
<p><u>System Compromised</u> Loss of redundancy, element visibility or management. Further failure in the system may lead to a loss of data.</p>	Continuous until recovered, target 90% recovered within 2 hours of the SERVICE PROVIDER notification	<p>90% resolved in 60 minutes</p> <p>100% resolved in 15 calendar days</p>	24 x 7 x 365
<p><u>Business Critical</u> Seriously impacts driver safety</p>	Continuous until recovered, target 90% recovered within 4 hours of the SERVICE PROVIDER notification	<p>90% resolved in 4 hours</p> <p>100% resolved in 30 calendar days</p>	24 x 7 x 365
<p><u>Major</u> Product is usable, but a condition exists that seriously degrades the production operation, maintenance or administration, and requires attention during pre-defined hours to resolve the situation</p>	Continuous until recovered, target 75% recovered within 24 hours of the SERVICE PROVIDER notification	<p>75% resolved in 24 hours, including a viable solution and agreed upon plan identified by the DEPARTMENT and SERVICE PROVIDER.</p> <p>100% resolved in 45 calendar days</p>	Customer Local Business Hours

Service Level Agreement (SLA)			
Severity	Recovery	Resolution	Availability
<p><u>Minor</u> Other problems of a lesser severity that have little or no impairment on system function</p>	<p>Continuous until recovered, target 75% in 72 hours of the SERVICE PROVIDER notification</p>	<p>75% resolved in 3 business days, or a viable solution and agreed upon plan identified by the DEPARTMENT and SERVICE PROVIDER within 3 business days.</p> <p>100% resolved in 60 calendar days</p>	<p>Customer Local Business Hours</p>
<p><u>Technical Support</u></p>	<p>Scheduled with requestor within 48 hours</p>	<p>Provide telephone or other support as needed.</p>	<p>8:00 am – 5:00 pm, Monday through Friday.</p>

4. Monthly Status Reports

The SERVICE PROVIDER shall provide the DEPARTMENT with a monthly status report summarizing its activities. Each monthly status report will, at a minimum, contain the following information:

- 4.1. The status of all current and open tasks that the SERVICE PROVIDER has worked on during the reporting period, and planned work for the subsequent reporting period.
- 4.2. The amount spent to date, amount spent during the reporting period, the estimated cost to complete tasks, percentage of the tasks completed, and the anticipated completion date of each task.
- 4.3. Summary report on the SLA to determine if the requirements have been met, not met, or exceeded.
- 4.4. The Monthly Status Report shall include the following fields:
 - 4.4.1. DEPARTMENT work ticket number; and
 - 4.4.2. Severity, refer to Section 3, Service Level Targets; and

- 4.4.3. Date and Time Reported; and
- 4.4.4. Name of the person reporting the issue/bug; and
- 4.4.5. Deployment Site where the issue occurred; and
- 4.4.6. Brief description of the issue or bug; and
- 4.4.7. Status of the issue or bug; and
- 4.4.8. Completion Date, to record the date of the fix.

5. Contacting Technical Support

- 5.1. Email distribution lists will be used by both the SERVICE PROVIDER and the DEPARTMENT for all email communications without exceptions, including email notifications for work orders. The SERVICE PROVIDER shall provide a contact summary to include a 24-hour phone number, and email address, within one week from the date of agreement execution.
- 5.2. When determining that there is a problem with the intelligent traffic management system, the DEPARTMENT will issue a work order from the asset management system and assign it to the SERVICE PROVIDER. If the problem is discovered by the SERVICE PROVIDER, the SERVICE PROVIDER will immediately contact the DEPARTMENT by email using the email distribution list. Problems that are of a severity of Outage, System Compromised, or Business Critical also require a phone call to the SERVICE PROVIDER from DEPARTMENT staff to assure the problem is being addressed immediately.
- 5.3. The SERVICE PROVIDER will perform the work described in the work order and respond directly to the ticket initiator with any questions. All comments, discussions, and work will be documented in the work order. The SERVICE PROVIDER staff will be provided access to the asset management system.
- 5.4. Requests for technical support by telephone, such as for assistance with setup question, or other technical guidance will be requested by work order through the DEPARTMENT's asset management system.

6. Assumptions

- 6.1. The SERVICE PROVIDER staff will submit to Security Background checks and receive approval from the DEPARTMENT's ISO before receiving permissions to access the DEPARTMENT's COVERED PRODUCT.
- 6.2. Upon expiration of the COVERAGE PERIOD, the SERVICE PROVIDER shall not be obligated to provide the SERVICE until after the agreement has been extended through an amendment or a new agreement is issued for the Operations and Maintenance of the intelligent traffic management system.
- 6.3. In the event the DEPARTMENT wishes to purchase or renew the Operations and Maintenance SERVICE upon expiration of the COVERAGE PERIOD, it is the DEPARTMENT'S prerogative to determine if the SERVICE will cover all the SERVICE PROVIDER products or selected products.

7. The DEPARTMENT Responsibilities

- 7.1. The DEPARTMENT will provide contact information for communication to authorized users

during the maintenance.

- 7.2. The DEPARTMENT will provide a remote access login to the intelligent traffic management system at each of the districts.
- 7.3. The DEPARTMENT will provide the SERVICE PROVIDER staff access to the DEPARTMENT'S asset management system as requested.
- 7.4. The DEPARTMENT will ensure staff for operation and maintenance is available during the support period to assist the SERVICE PROVIDER with information (e.g., model, serial number, current failure symptoms, etc.) upon request. If the DEPARTMENT personnel are not able to maintain the needed contact during the problem resolution of an Outage, System Compromised, or Business Critical case, the SERVICE PROVIDER reserves the right to downgrade the category assignment of the case by one level.
- 7.5. The DEPARTMENT will maintain a procedure external to the software system for reconstruction of lost or altered files, data and/or programs. The SERVICE PROVIDER will make reasonable efforts to permit data to be saved/retrievable when feasible; however, the SERVICE PROVIDER will not be responsible for the loss of any data nor for the cost of reconstructing data stored on disk files, tapes, memories, etc. lost during the performance of technical support.
- 7.6. The DEPARTMENT will be responsible to setup new devices in the intelligent traffic management system.
- 7.7. The DEPARTMENT will notify the SERVICE PROVIDER of any additions, relocations or changes to COVERED PRODUCTS by email, which will be emailed to the SERVICE PROVIDER per the contact information in Section 11 Contact Support for contact information.

8. User Group Meeting

The SERVICE PROVIDER shall pay for up to two DEPARTMENT staff members to attend the annual KITS USER GROUP meetings. Travel includes all transportation, lodging and per diem expenses in accordance with the current rates allotted state employees.

9. Exclusions

This agreement does not include:

- 9.1. Any enhancements requested by the DEPARTMENT. The SERVICE PROVIDER may at their discretion provide enhancements to the intelligent traffic management system at no cost, assuming the DEPARTMENT approves such enhancements.
- 9.2. Design changes to software, if such design changes are not required to resolve problems with the COVERED PRODUCTS.
- 9.3. Any guarantee or roadmap of future Software Releases or features/functionality unless needed for proper performance.
- 9.4. Installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the COVERED PRODUCTS.
- 9.5. At the request of the DEPARTMENT, and at the SERVICE PROVIDER's option, THE SERVICE PROVIDER may perform services for excluded problems as an enhanced service or service enhancement, through a written amendment. Fees and scope shall be specified at time of amendment negotiation.

- 9.6. In extreme circumstances where telephone support, remote diagnosis and all other remote means of restoring product operation fail, the SERVICE PROVIDER, at the request of the DEPARTMENT and provided that the SERVICE PROVIDER determines on-site support is necessary and appropriate, will dispatch a trained and qualified technical support engineer to the DEPARTMENT'S premises to facilitate the SERVICE PROVIDER's diagnosis. If the SERVICE PROVIDER diagnoses that the reported problem is caused by reasons not attributable to the SERVICE PROVIDER, the SERVICE PROVIDER will invoice DEPARTMENT at the rates described in this section.
- 9.7. Travel cost will be reimbursed at the current rates allotted to state employees. Travel costs will be reimbursed based on actual costs limited by Federal Travel Regulations (FTR) and the CONUS rate for Nevada. The FTR breaks down meals and incidental expenses at its website: <https://www.gsa.gov/travel-resources>. The first and last travel days are calculated at seventy five percent (75%). The lodging rate excludes taxes and fees. Taxes and fees are reimbursable. For lodging in Nevada, refer to: www.gsa.gov/portal/category/100120. The SERVICE PROVIDER shall provide lodging receipts.

10. Account Management Communications

Table below list the key personnel to be contacted for administration purposes such as invoicing, scheduling, and project management tasks.

Escalation Level	Name	Title	Contact Information
Tier 1	Matt Tinney	Primary Technician	(602) 906-1168 matthew.tinney@kimley-horn.com
	Mark Wood	Technician	(602) 678-3435 mark.wood@kimley-horn.com
Tier 2	Stewart Allen	Project Manager	(602) 371-4563 Stewart.Allen@kimley-horn.com
Tier 3	Michael Mosley	Manager-Technical Support	(702) 862-3626 michael.mosley@kimley-horn.com
	Mike Colety	Contract Management	(702) 862-3609 (702) 845-1341 cell Mike.Colety@kimley-horn.com

11. Covered Products

Attachment B

Nevada's Intelligent Traffic Management System
Operations and Maintenance Statement of Work

	Products	Support Type	Description
1	KITS User Interface	Integration and software bug fixes.	Client application(s) developed by Kimley-Horn used by NDOT staff to manage and monitor the freeway operations. <ul style="list-style-type: none"> • KITS Client Application • KITS Camera Application
2	KITS Services	Integration and software bug fixes.	Windows services developed by Kimley-Horn used by the client application and other services for backend system functions and device monitoring. Services include: <ul style="list-style-type: none"> • KITS Status Service • Beacons (BCM) • Detector Stations and Ramp Meter Communication (IPMRMM) • Detector Stations (IPM) • Ramp Meters (RMM) • KITS Dynamic Message Signs (DMS) • Dynamic Message Sign Travel Time Logic Module (DMSM) • Travel Time Module (TTM) • Video Server Module (VSM) • Video Server Module Communication (VSM CS) • Highway Advisory Radio (HAR) • Scheduler Save Module (SSM) • Road Weather Information System (RWIS) • Congestion Manager (CMM) • Active Traffic Management Congestion Manager (ATM CMM) • FTP Access Service • Detector Data Save (DetDataSave) • Bluetooth Service • Center-to-Center Data Push
3	Microsoft SQL Server	Integration	Third-party software developed by Microsoft for relational database management of the system. Kimley-Horn will provide integration support and database maintenance as defined in this scope or work.
4	Field Device Firmware	Integration	Kimley-Horn will provide integration level support for field device firmware integrated with KITS. New devices or functions requiring software development are not covered as part of this scope work.



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

MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors
FROM: Tracy Larkin Thomason, P.E., Director
SUBJECT: May 8, 2023 | Transportation Board of Directors Meeting
ITEM # 14: Amendment 03, Agreement 539-19-040, with HDR ENGINEERING, INC., for full administration of preservation projects, Washoe, Douglas, Lyon, Storey, Carson, Pershing, Churchill, Mineral, and Lander Counties, Nevada. – *For possible action*

Agreement No.:	539-19-040	Amendment No.:	03
Contractor:	HDR Engineering, Inc.	Federal:	No
Original Amount:	\$3,491,032.41	Total of Prior Amendments:	\$0.00
Amendment Amount:	\$2,275,849.80	Agreement Type:	Service Provider
Payable Amount:	\$5,766,882.21	Receivable Amount:	\$0.00
Start Date:	5/8/2023	End Date:	6/30/2024
Division:	Construction	Division Head:	Sam Lompa

Summary:

Amendment 3: Increase authority by \$2,275,849.80 from \$3,491,032.41 to \$5,766,882.21 due to the need to continue providing construction engineering services for the full administration of preservation projects for the 2023 construction season.

Background:

Amendment 2: Executed December 14, 2022, to extend the termination date of the Agreement due to the continued need for additional administration services for projects anticipated in District II.

Amendment 1: Executed February 14, 2022, to expand the agreement and to incorporate construction engineering services in District III, SR722, Lander County.

MEMORANDUM

Department of Transportation Board of Directors

April 26, 2023

Page 2 of 2

Original Agreement: Executed April 15, 2020, to provide full construction administration services on an as-needed basis, to ensure District II Betterment Projects are completed in conformance with the plans, specifications, and all other contract documents, Washoe, Douglas, Lyon, Storey, Carson, Pershing, Churchill, and Mineral Counties. NV B/L#: NVF19851010291-R

List of Attachment(s):

- A. Negotiation Summary
- B. Scope of Services

Recommendation for Board Action:

Amendment 03, Agreement 539-19-040, with HDR ENGINEERING, INC., for full administration of preservation projects, Washoe, Douglas, Lyon, Storey, Carson, Pershing, Churchill, Mineral, and Lander Counties in the amount of \$2,275,849.80.

Prepared by:

Administrative Services Division




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

MEMORANDUM

April 4, 2023

TO: Sajid Sulahria, Asst. Director Engineering

FROM: Mike Brown Jr, Project Manager 

SUBJECT: Negotiation Summary for Amendment 3 to Agreement P539-19-040

On April 15, 2020, NDOT entered into agreement P539-19-040 with HDR Engineering, Inc., to perform Full Administration of Betterment Projects in District II.

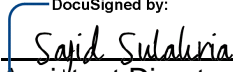
The Scope of Services includes providing professional and technical engineering services to ensure that the construction of Betterment Projects in District II are accomplished in conformance with the plans, specifications, and all other contract documents.

To accommodate the ongoing needs of District II, the total amount of the agreement must be increased by \$2,275,849.80.

The negotiations yielded the following:

1. There will be an additional 10,808 total man-hours allotted to this agreement.
 2. The total negotiated cost for this Amendment, including direct labor, overhead, fee and direct expenses will be \$2,275,849.80. The new total cost of this Agreement will be \$5,766,882.21.
- SERVICE PROVIDER's Transportation Board representative(s):
 - Ruedy Edgington, Reid Kaiser
 - Ruedy.edgington@hdrinc.com, reid.kaiser@hdrinc.com
 - 775.200.5184, 775.229.5509

Reviewed and Approved:

DocuSigned by:

Assistant Director

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 I-IV, one (1) Inspector Level I, 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 twelve (12) 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 AASHTOWare Project™ program with a compatible device that has Adobe Pro or other PDF-editing/creating 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.



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MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors

FROM: Tracy Larkin Thomason, P.E., Director

SUBJECT: May 8, 2023 | Transportation Board of Directors Meeting

ITEM # 15: SUR 09-21 – Disposal of a portion of Interstate 580, between Hospitality Way and Monk Court, Carson City, Nevada. – *For possible action*

Summary:

This item asks the Board to approve the disposal of the Department's fee interest in a portion of Interstate 580 between Hospitality Way and Monk Court, Carson City, State of Nevada. The remnant parcel to be disposed of is designated as Parcel I-580-CC-007.572 XS1 and consists of approximately 68,778 sq. ft. (1.58 acres) of vacant land, as depicted on the attached Location Map (*Attachment A*) and Right-of-Way Sketch Map (*Attachment B*).

Background:

This parcel was acquired in 1988-1989 as part of Project QF-395-1(6), EA 71366, which was the construction of the I-580 Carson By-Pass. Between 2009 and 2016, this remnant parcel was approved by the Board multiple times for disposal, however, in each instance, the property did not sell. Recently, the Department received a request from an interested party eager to purchase the parcel at fair market value. In accordance with NRS 408.533, an appraisal of the surplus property has been performed to obtain fair market value, and the value of Parcel I-580-CC-007.572 XS1 has been set at \$335,000.00. The Department is requesting approval to dispose of this parcel.

Analysis:

The Surplus Property Committee reviewed the pertinent information and considered all relevant factors including the appropriate provisions of NRS 408 and future needs of the Department. The Committee concluded that the disposal of this remnant parcel is in the best interest of the State.

The sale of the Department's fee interest in this parcel will be made in accordance with NRS 408.533, pertinent portions are below (*Attachment D*).

NRS 408.533 Disposal of property.

(c) When the title to the real property has been acquired in fee pursuant to [NRS 408.487](#) and [408.489](#) and, in the opinion of the Board, a sale by means of a public auction or sealed bids is uneconomical or impractical

MEMORANDUM

Department of Transportation Board of Directors

April 26, 2023

Page 2 of 2

because:

- (1) There is no access to the property;*
- (2) The property has value or an increased value only to a single adjoining property owner; or*
- (3) Such a sale would work an undue hardship upon a property owner as a result of a severance of the property of that owner or a denial of access to a public highway,*
☞ ...the Board may enter into a direct sale of the property with such an owner or any other person for its fair market value.

List of Attachments:

- A. Location Map
- B. Right-of-Way Sketch Map
- C. Environmental clearance
- D. NRS 408.533

Recommendation for Board Action:

Approve the disposal of surplus parcel designated as Parcel I-580-CC-007.572 XS1

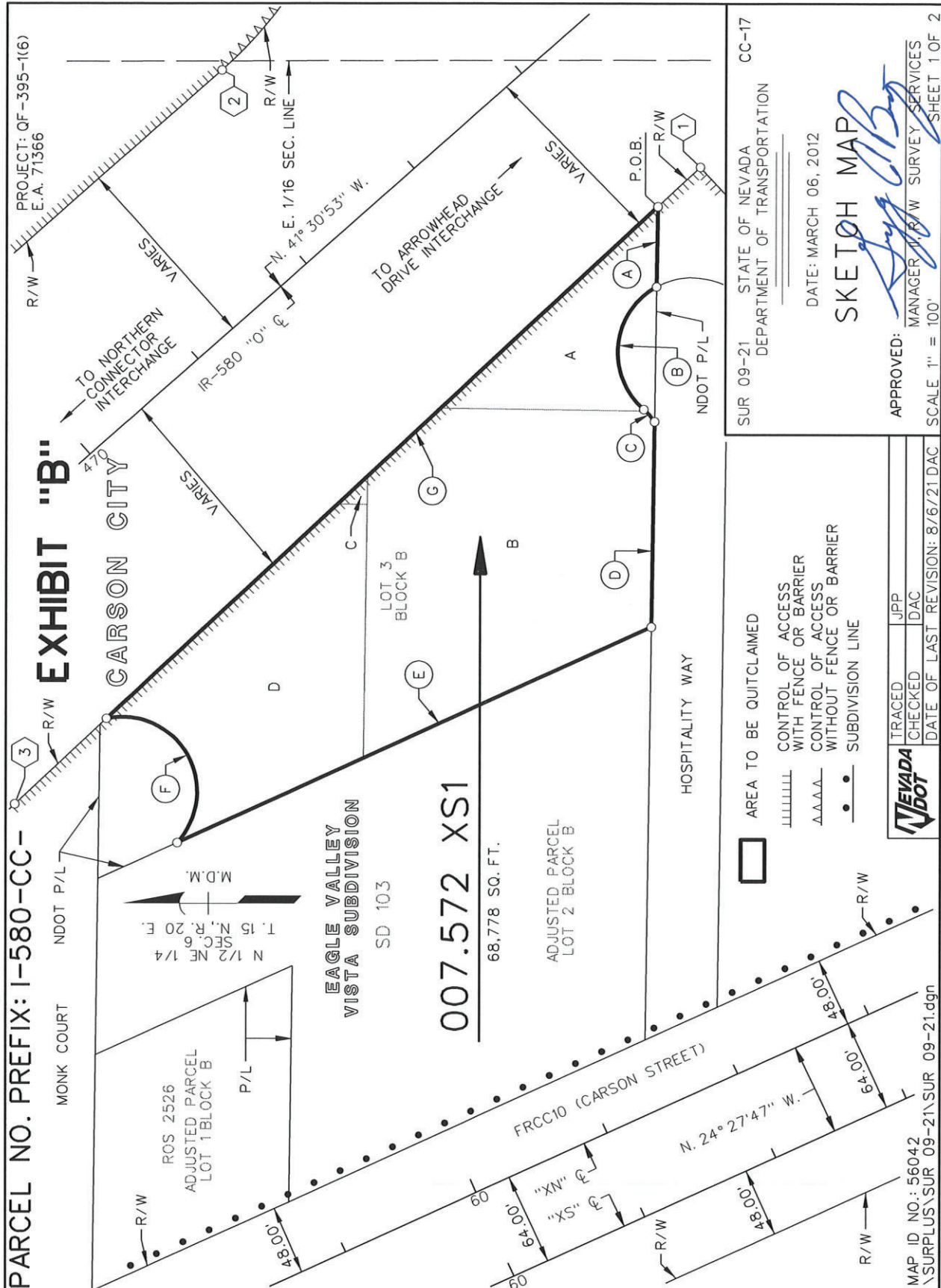
Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

LOCATION MAP



SUR 09-21
DESCRIPTION: US-395 between Hospitality Way and Monk Court, Carson City



PROJECT: QF-395-1(6)
E.A. 71366

PARCEL NO. PREFIX: I-580-CC-

EXHIBIT "C"

007.572 XS1	
P.O.B. = 132.26' LT. "O" 465+90.21 P.O.T. TIE: S. 55° 07' 57" E. - 1,495.34' FROM THE N 1/4 COR. SEC. 6, T. 15 N., R. 20 E., M.D.M.	
(A)	N. 89° 15' 22" W. - 55.79'
	Δ = 110° 56' 52"
(B)	R = 52.00' L = 100.69' T.B. = N. 28° 42' 01" W.
(C)	Δ = 17° 14' 37" R = 38.00' L = 11.44' T.B. = S. 40° 21' 07" W.
(D)	N. 89° 15' 22" W. - 142.72'
(E)	N. 24° 27' 46" W. - 362.18'
(F)	Δ = 145° 08' 25" R = 52.00' L = 131.73' T.B. = S. 47° 06' 05" E.
(G)	S. 42° 56' 47" E. - 522.66'

ROW OFFSETS	
(1)	131.25' LT. "O" 465+49.81 P.O.T.
(2)	140.00' RT. "O" 467+54.63 P.O.T.
(3)	147.50' LT. "O" 472+00.00 P.O.T.

PTN. OF PARCELS

- A U-395-CC-008.546 8,925 SQ. FT.
GBS 89769 8/28/1989
- B U-395-CC-008.547 37,998 SQ. FT.
GBS 75743 9/07/1988
- C U-395-CC-008.603 201 SQ. FT.
GBS 76326 9/21/1988
- D U-395-CC-008.604 21,656 SQ. FT.
GBS 84345 4/28/1989

MAP ID NO.: 56043 \\SURPLUS\SUR_09-21\SUR_09-21.dgn		TRACED CHECKED	JPP DAC
		DATE OF LAST REVISION: 8/06/21 DAC	

SUR 09-21 STATE OF NEVADA CC-17
DEPARTMENT OF TRANSPORTATION

DATE: MARCH 6, 2012

SKETCH MAP

APPROVED: MANAGER J. RAW SURVEY SERVICES
SHEET 2 OF 2



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

MEMORANDUM

Environmental Division

January 4, 2023

To: Craig Van Ortman, Staff Specialist
From: Christopher Young, Chief, Environmental Services Program *CCY*
Subject: Environmental Certification
Surplus No.: SUR 09-21
Project No.: QF-395-1(6)
PIN: N/A
Parcel Number: U-395-CC-008.546 XS1
Description: US 395/I-580, between Hospitality Way and Monk Ct., Carson City
 NV

The Environmental Division reviewed the requested action as presented in your memo dated January 3, 2023 and found it clear of any documented environmental concern for disposal. A Programmatic Categorical Exclusion (PCE) was completed on January 4, 2023 in accordance with the Programmatic Agreement completed between the Nevada Department of Transportation and the Federal Highway Administration, effective February 15, 2022.

EC: Project E-File



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

MEMORANDUM

Environmental Division

January 4, 2023

To: Project File
From: Christopher Young, Chief, Environmental Services Program
Subject: Programmatic Categorical Exclusion and Checklist
Surplus No.: SUR 09-21
Project No.: QF-395-1(6)
PIN: N/A
Parcel Number: U-395-CC-008.546 XS1
Description: US 395/I-580, between Hospitality Way and Monk Ct., Carson City NV

This action does not induce significant impacts to planned growth or land use for the area; does not require the relocation of significant numbers of people; does not have a significant impact on any natural, cultural, recreational, historic or other resources; does not involve significant air, noise, or water quality impacts; does not have significant impacts on travel patterns; or does not otherwise, either individually or cumulatively, have any significant environmental impacts.

This project qualifies as a Programmatic Categorical Exclusion (PCE) under the Programmatic Agreement (PA) completed between the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA), effective February 15, 2022. Further approval by FHWA is not required. Information and documentation are preserved in the project administrative record.

Map in project E-file

Programmatic Categorical Exclusion Checklist 23 CFR 771.117		
Section I. THRESHOLD QUESTION		
Does the project involve unusual circumstances as described in 23 CFR §771.117(b)?		No
<i>If YES, FHWA shall be consulted. The project may not qualify as a Categorical Exclusion and environmental studies may be needed to determine the proper classification.</i>		
If NO, continue to Section II.		
Section II. PROGRAMMATIC CATEGORICAL EXCLUSION (PCE)		
The project action is listed in 23 CFR 771.117 (c)		N/A
The project action is listed in 23 CFR 771.117 (d)		6
The project action is listed in 23 CFR 771.117 (e)		N/A
Does the project contain actions described in paragraphs (c)(26), (c)(27), (c)(28) that meet paragraph (e) of this section? If yes, coordinate a FACE with FHWA.		No
Does the project exceed the thresholds outlined in the current Programmatic Agreement between the Federal Highway Administration (FHWA) and Nevada Department of Transportation?		No
Section III. CE PA THRESHOLD CRITERIA Section IV(A)(1)(b)		
i.	Involves acquisitions of more than a minor amount of right-of-way. Acquisition of right-of-way shall be examined in the context and intensity of the project and setting. It may be that amount right-of-way that may produce an adverse effect or other non-desirable result in comparison to the project.	No
ii.	Involves acquisitions that result in any residential or non-residential displacements.	No
iii.	Results in capacity expansion of a roadway by the addition of through lanes.	No
iv.	Involves the construction of temporary access, or the closure of existing road, bridge, or ramps, that would result in major traffic disruptions as defined in the CE PA	No
v.	Involves changes in access control that adversely affect traffic patterns as defined in the CE PA.	No
vi.	Results in a determination of adverse effect on historic properties pursuant to Section 106 the National Historic Preservation Act.	No
vii.	Requires the use of properties protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. 303) that cannot be documented with an FHWA <i>de minimis</i> determination, or a programmatic Section 4(f) evaluation other than the programmatic evaluation for the use of historic bridges.	No
viii.	Requires the acquisition of lands under the protection of Section 6(f) as described in the CE PA.	No
ix.	Requires a U.S. Army Corps of Engineers Section 404 permit other than a Nationwide Permit or a General Permit.	No
x.	Requires a U.S. Coast Guard bridge permit.	No

xi.	Requires work encroaching on a regulatory floodway or work affecting the base floodplain (100-year flood) elevations of a water course or lake, pursuant to Executive Order 11988 and 23 CFR §650 subpart A.	No
xii.	Requires construction in, across, or adjacent to a river designated as a component of, or proposed for inclusion in, the National System of Wild and Scenic Rivers published by the U.S. Department of the Interior/U.S. Department of Agriculture.	No
xiii.	Is defined as a "Type I project" per 23 CFR 772.5	No
xiv.	May adversely affect federally listed or candidate species, or proposed or designated critical habitat or projects with impacts subject to the conditions of the Bald and Golden Eagle Protection Act (Excluding Mojave desert tortoise which is addressed in the 2022 USFWS Programmatic Biological Opinion and its appended actions)	No
xv.	Involves properties with recognized environmental conditions (REC), previous land uses with potential for such, or potential for such to remain in the right-of-way.	No
xvi.	Has an adverse effect on minority and/or low-income populations.	No
xvii.	Includes acquisition of land for hardship or protective purposes, or early acquisition pursuant to Federal acquisition project [23 U.S.C. 108(d)]	No
xviii.	Does not conform to the State Implementation Plan (SIP) which is approved or promulgated by the U.S. Environmental Protection Agency in air quality non-attainment areas.	No
xix.	Is not included in or is inconsistent with the statewide transportation improvement program (STIP), and in applicable urbanized areas, the transportation improvement program (TIP)	No
<p>This project has been reviewed, qualifies as a PCE, and does not exceed the thresholds outlined in the current Programmatic Agreement between the Federal Highway Administration (FHWA) and Nevada Department of Transportation (NDOT) that would necessitate issuing a Categorical Exclusion for FHWA approval (FACE). The necessary action and documentation will be kept in the project file. Contact NDOT Environmental Division for assistance.)</p>		

Approved

Christopher E. Young
 Christopher Young
 Chief, Environmental Services Program

NRS 408.533 Disposal of property.

1. Except as otherwise provided in [NRS 37.270](#), all real property, interests therein or improvements thereon and personal property acquired before, on or after April 1, 1957, in accordance with the provisions of [NRS 408.487](#) and [408.489](#) must, after approval by the Board and if no longer needed for highway purposes, be disposed of by the Director in accordance with the provisions of subsection 2, except that:

(a) When the property was originally donated to the State, no charge may be made if it is returned to the original owner or to the holder of the reversionary right.

(b) When the property has been wholly or partially paid for by towns, cities or counties, disposal of the property and of money received therefor must be agreed upon by the governing bodies of the towns, cities and counties and the Department.

(c) When the title to the real property has been acquired in fee pursuant to [NRS 408.487](#) and [408.489](#) and, in the opinion of the Board, a sale by means of a public auction or sealed bids is uneconomical or impractical because:

(1) There is no access to the property;

(2) The property has value or an increased value only to a single adjoining property owner;

or

(3) Such a sale would work an undue hardship upon a property owner as a result of a severance of the property of that owner or a denial of access to a public highway, the Board may enter into a direct sale of the property with such an owner or any other person for its fair market value.

(d) When the property has been acquired and the property or any portion of the property is no longer needed for highway purposes, the Department shall give notice of its intention to dispose of the property by publication in a newspaper of general circulation in the county where the property is situated. The notice must include the Department's appraisal of the fair market value of the property. Any person from whom the property was purchased or the person's heir or grantee may purchase the property at its fair market value by direct sale from the Department within 60 days after the notice is published. If more than one person qualified to purchase the property by direct sale pursuant to this paragraph so requests, the person with the superior claim, as determined by the Department in its sole discretion, is entitled to purchase the property by direct sale. If a person who is entitled to purchase the property by direct sale pursuant to this paragraph reasonably believes that the Department's appraisal of the property is greater than the fair market value of the property, the person may file an objection to the appraisal with the Department. The Department shall set forth the procedure for filing an objection and the process under which a final determination will be made of the fair market value of the property for which an objection is filed. The Department shall sell the property in the manner provided in subsection 2 if:

(1) No person requests to purchase the property by direct sale within 60 days after the notice is published pursuant to this paragraph; or

(2) A person who files an objection pursuant to this paragraph fails, within 10 business days after receipt of a written notice of the final determination of the fair market value of the property, to notify the Department in writing that he or she wishes to purchase the property at the fair market value set forth in the notice.

(e) When the property is sought by another public agency for a reasonable public use, the Department may first offer the property to the public agency at its fair market value.

2. All property, interests or improvements not included within the provisions of subsection 1 must first be offered for sale by the Department singly or in combination at public auction or by sealed bids. If the highest bid received is 90 percent or more of the Department's appraisal of the fair market value of the property, the property may be sold to the highest bidder. The notice and the terms of the sale must be published in a newspaper of general circulation in the county where the property is situated. The auctions and openings of bids must be conducted by the Department. If the property cannot be sold for 90 percent or more of its fair market value, the Department may enter into a written listing agreement with a person licensed pursuant to [chapter 645](#) of NRS to sell or lease the property for 90 percent or more of its fair market value.

3. It is conclusively presumed in favor of the Department and any purchaser for value that the Department acted within its lawful authority in acquiring and disposing of the property, and that the Director acted within his or her lawful authority in executing any conveyance vesting title in the purchaser. All such conveyances must be quitclaim in nature and the Department shall not warrant title, furnish title insurance or pay the tax on transfer of real property.

4. No person has a right of action against the Department or its employees for a violation of this section. This subsection does not prevent an action by the Attorney General on behalf of the State of Nevada or any aggrieved person.

5. All sums of money received by the Department for the sale of real and personal property must be deposited with the State Treasurer to be credited to the State Highway Fund, unless the Federal Highway Administration participated in acquisition of the property, in which case a pro rata share of the money obtained by disposal of the property must be paid to the Federal Highway Administration.

6. The Department may reserve and except easements, rights or interests from the conveyance of any real property disposed of in accordance with this section or exchanged pursuant to subsection 5 of [NRS 408.489](#). The easements, rights or interests include, but are not limited to:

- (a) Abutter's rights of light, view or air.
- (b) Easements of access to and from abutting land.
- (c) Covenants prohibiting the use of signs, structures or devices advertising activities not conducted, services not rendered or goods not produced or available on the real property.



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

MEMORANDUM

April 26, 2023

TO: Department of Transportation Board of Directors

FROM: Tracy Larkin Thomason, P.E., Director

SUBJECT: May 8, 2023 | Transportation Board of Directors Meeting

ITEM # 16: Contracts, Agreements, and Settlements/Judgments—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*

Summary:

The purpose of this item is to inform the Board of the following:

- Construction contracts under \$5,000,000 awarded March 10, 2023, through April 6, 2023.
- Agreements under \$300,000 executed March 10, 2023, through April 6, 2023.
- Settlements/Judgments which were presented for approval to the Board of Examiners March 10, 2023, through April 6, 2023.

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 “execute 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

MEMORANDUM

Department of Transportation Board of Directors

April 26, 2023

Page 2 of 2

approved by the Board. In addition, the Department negotiates settlements/judgments with contractors, property owners, and other parties to resolve disputes. These proposed settlements/judgments 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 March 10, 2023, through April 6, 2023, and agreements executed by the department from March 10, 2023, through April 6, 2023. There are no settlements during the reporting period.

Analysis:

These contracts have been executed following the Code of Federal Regulations, Nevada Revised Statutes, Nevada Administrative Code, State Administrative Manual, and/or Department policies and procedures.

List of Attachments:

- A. State of Nevada Department of Transportation Contracts Awarded – Under \$5,000,000, March 10, 2023, through April 6, 2023
- B. State of Nevada Department of Transportation Executed Agreements – Informational, March 10, 2023, through April 6, 2023

Recommendation for Board Action:

Informational item only

Prepared by:

Administrative Services Division

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION
 CONTRACTS AWARDED – INFORMATIONAL
 March 10, 2023, through April 6, 2023**

1. March 2, 2023, at 3:00 PM the following bids were opened for Contract **3964**, Project No. SPSR-0117(005), on SR 117 and SR 715, in Churchill County, for bridge deck overlay.

Q & D Construction LLC.....\$458,000.00

Engineer’s Estimate.....\$403,385.40

The Director awarded the contract March 22, 2023, to Q & D Construction LLC for \$458,000.00.

2. March 9, 2023, at 2:00 PM the following bids were opened for Contract **3965**, Project No. SPSR-0341(025), on SR 341, in Storey and Washoe Counties, for multilayer overlay and deck repairs.

Q & D Construction LLC.....\$617,000.00

Engineer’s Estimate.....\$554,999.50

The Director awarded the contract March 30, 2023, to Q & D Construction LLC for \$617,000.00.

3. March 9, 2023, at 2:30 PM the following bids were opened for Contract **3967**, Project No. SPI-015-2(021), on I-15, in Clark County, to install guardrail and adjust highway lighting.

Las Vegas Paving Corporation.....\$550,354.00

Engineer’s Estimate.....\$554,999.50

The Director awarded the contract April 5, 2023, to Las Vegas Paving Corporation for \$550,354.00.

4. March 2, 2023, at 2:00 PM the following bids were opened for Contract **3971**, Project No. SPSR-0447(007), on SR 447, in Washoe County, for chip seal.

Sierra Nevada Construction, Inc.....\$1,274,007.00

Intermountain Slurry Seal, Inc.....\$1,526,024.00

VSS International, Inc.....\$1,592,120.00

Engineer’s Estimate.....\$1,346,632.10

The Director awarded the contract March 22, 2023, to Sierra Nevada Construction, Inc. for \$1,274,007.00

5. March 2, 2023, at 2:30 PM the following bids were opened for Contract **3972**, Project No. SPFR-PE14(001), on FRPE 14, FRPE 15, and FRPE 16, in Pershing County, for chip seal with areas of mill/fill patching.

Sierra Nevada Construction, Inc..... \$1,174,007.00

Engineer's Estimate.....\$1,346,632.10

The Director awarded the contract March 22, 2023, to Sierra Nevada Construction, Inc. for \$1,174,007.00.

6. March 23, 2023, at 1:30 PM the following bids were opened for Contract **811-22**, Project No. SP-MS-1212(008), at Las Vegas South Maintenance Station, in Clark County, for reroofing.

Western Single Ply.....Actual Bid: \$375,000.00 Adjusted Bid: \$393,750.00

American Southwest Electric.....\$534,728.00

Engineer's Estimate.....\$561,000.00

The Director awarded the contract April 3, 2023, to Western Single Ply for \$375,000.00.

7. March 16, 2023, at 1:30 PM, the following bids were opened for Contract **812-22**, Project No. SP-MS-0301(004), at Winnemucca Maintenance Station, in Humboldt County, to demolish two existing retaining walls and partly a third wall.

MKD Construction.....\$1,387,777.00

Granite Construction Company.....\$1,680,680.00

Engineer's Estimate.....\$1,079,698.00

The Director awarded the contract March 22, 2023, to MKD Construction, Inc. for \$1,387,777.00

8. March 17, 2023, for Emergency Contract **807-23**, on I-80 and I-580 in Washoe County, for emergency barrier rail replacement.

The Director awarded the contract on March 17, 2023, to Q & D Construction LLC in the amount of \$294,000.00.

9. March 21, 2023, for Emergency Contract **809-23**, on US 95 in Mineral County, for emergency rockslide removal.

The Director awarded the contract on March 21, 2023, to Sierra Nevada Construction, Inc., in the amount of \$115,000.00.

10. April 4, 2023, for Emergency Contract **812-23**, on SR 338, in Lyon County, for emergency traffic control.

The Director awarded the contract on April 4, 2023, to Nevada Barricade & Sign Company, Inc. in the amount of \$75,000.00.

State of Nevada Department of Transportation
Executed Agreements - Informational
March 10, 2023 through April 6, 2023

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Total of Prior Amendments	Amendment Amount	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Director's Office	Division Head	Notes
1	17123	00	HDR ENGINEERING, INC.	EMERGENCY PERMIT SERVICES	N	\$582,539.00	-	-	\$582,539.00	-	02/27/2023	07/31/2024	-	Emergency	District II	Jeff	Mike	02-27-23: EMERGENCY AGREEMENT TO PROVIDE PERMIT PROCESSING, COORDINATION AND INSPECTION THROUGHOUT DISTRICT II. INCLUDES TRAINING FOR NEW EMPLOYEES TO ALLEVIATE THE NEED FOR EMERGENCY SERVICES. NV B/L#: NVF19851010291-E
2	07723	00	LAS VEGAS PAVING CORPORATION	ROADWAY REPAIR	N	\$28,500.00	-	-	\$28,500.00	-	11/23/2022	08/31/2023	-	Emergency	District I	Jeff	Mario	11-23-23: CONSTRUCT A NEW IMPACT ATTENUATOR CONCRETE FOUNDATION AND INSTALL A NEW IMPACT ATTENUATOR ON THE I-15 SOUTHBOUND OFFRAMP TO US 95 WHILE PROVIDING TEMPORARY TRAFFIC CONTROL AND BARRIER RAIL BLUNT END PROTECTION, CLARK COUNTY. NV B/L#: NVD19581000650-E
3	14023	00	Q&D CONSTRUCTION, LLC	EMERGENCY CULVERT CLEANING	N	\$611,892.00	-	-	\$611,892.00	-	03/07/2023	09/30/2023	-	Emergency	District II	Jeff	Mike	03-07-23: EMERGENCY AGREEMENT TO REMOVE SEDIMENT AND DEBRIS FROM THE DROP INLETS AND CULVERTS IN DISTRICT II DUE TO STORM RUNOFF AND EXCESSIVE EROSION, WASHOE AND STOREY COUNTIES. NV B/L#: NVD19671000639-E
4	13223	00	DIELCO CRANE SERVICE, INC.	CRANE LIFTING SERVICES	N	\$7,624.80	-	-	\$7,624.80	-	03/12/2023	06/30/2024	-	Facility	District I	Jeff	Mario	03-12-23: CRANE LIFTING SERVICES TO UNLOAD, LIFT, AND PLACE AN EMULSION TANK AT THE TONOPAH MAJOR MAINTENANCE YARD, NYE COUNTY. NV B/L#: NVD19811000543-SQ
5	04523	00	NV ENERGY	ELECTRIC SERVICE	N	\$3,000.00	-	-	\$3,000.00	-	03/30/2023	03/30/2028	-	Facility	Right-of-Way	Sajid	Craig	03-30-23: THIS DESIGN INITIATION AGREEMENT IS NV ENERGY'S REQUIREMENT TO BEGIN THE PROCESS TO OBTAIN NEW ELECTRIC SERVICE FOR THE DEPARTMENT'S PROJECT IMPROVEMENTS AT THE LOVELOCK MAINTENANCE YARD, PERSHING COUNTY. NV B/L#: NVD19831015840
6	14823	00	ADVANCE INSTALLATIONS, INC.	ASBESTOS REMOVAL	N	\$19,750.00	-	-	\$19,750.00	-	03/28/2023	06/30/2023	-	Service Provider	District III	Jeff	Sami	03-28-23: ASBESTOS REMOVAL IN THE WINNEMUCCA ADMINISTRATION BUILDING, HUMBOLDT COUNTY. NV B/L#: NVD19781008206-SQ
7	13323	00	AIR CENTER OF NEVADA, INC.	PREVENTATIVE MAINTENANCE	N	\$13,355.00	-	-	\$13,355.00	-	04/03/2023	06/30/2027	-	Service Provider	District I	Jeff	Mario	04-03-23: PREVENTATIVE MAINTENANCE OF THE SOUTH STATION AIR COMPRESSOR, CLARK COUNTY. NV B/L#: NVD19981246041-SQ
8	14323	00	AIR CENTER OF NEVADA, INC.	PREVENTATIVE MAINTENANCE	N	\$9,471.00	-	-	\$9,471.00	-	04/03/2023	06/30/2027	-	Service Provider	District I	Jeff	Mario	04-03-23: PREVENTATIVE MAINTENANCE OF THE NORTH STATION AIR COMPRESSOR, CLARK COUNTY. NV B/L#: NVD19981246041-SQ
9	13423	00	CARRIER CORPORATION	COMPRESSOR AND PARTS REMOVAL	N	\$2,564.00	-	-	\$2,564.00	-	03/21/2023	06/30/2024	-	Service Provider	District I	Jeff	Mario	03-21-23: REMOVE ONE (1) CHILLER COMPRESSOR FROM CHILLER #2 AT THE TRAFFIC MANAGEMENT CENTER, CLARK COUNTY. NV B/L#: NVF19791006562-SQ
10	14123	00	CARRIER CORPORATION	INSTALLATION OF VALVES, FLANGES AND PIPES	N	\$11,163.00	-	-	\$11,163.00	-	03/21/2023	06/30/2024	-	Service Provider	District I	Jeff	Mario	03-21-23: INSTALL THREE (3)-WAY CONTROL VALVES, FLANGES, AND PIPING FOR THE USE OF TEMPORARY REFRIGERATION EQUIPMENT AT THE TRAFFIC MANAGEMENT CENTER, CLARK COUNTY. NV B/L#: NVF19791006562-SQ
11	16923	00	CARRIER CORPORATION	CHILLER INSTALLATION AND RENTAL	N	\$204,148.00	-	-	\$204,148.00	-	04/03/2023	06/30/2024	-	Service Provider	District I	Jeff	Mario	04-03-23: RENTAL OF A TEMPORARY AIR-COOLED CHILLER AT THE TRAFFIC MANAGEMENT CENTER BUILDING, CLARK COUNTY. NV B/L#: NVF19791006562-Q PROPOSERS: CARRIER CORPORATION, JOHNSON CONTROLS, INC., SOUTHLAND, INC.
12	17023	00	CARRIER CORPORATION	REPLACE MOTOR STARTER	N	\$5,491.72	-	-	\$5,491.72	-	04/03/2023	06/30/2024	-	Service Provider	District I	Jeff	Mario	04-03-23: REPLACEMENT OF THE STARTER AND DRIVE MOTOR FOR AIR HANDLING UNIT #2 AT THE TRAFFIC MANAGEMENT CENTER BUILDING, CLARK COUNTY. NV B/L#: NVF19791006562-SQ
13	09123	01	CASHMAN EQUIPMENT COMPANY	REPLACE ROLLERS ON UNIT 1991	N	\$25,000.00	-	\$18,566.13	\$43,566.13	-	02/02/2023	04/28/2023	03/23/2023	Service Provider	Equipment	Jenica	Wayne	AMD 1 03-23-23: INCREASE AUTHORITY BY \$18,566.13 FROM \$25,000.00 TO \$43,566.13 DUE TO ADDITIONAL WORK NEEDED. 02-02-23: REPLACEMENT OF THE UPPER AND LOWER ROLLERS ON DEPARTMENT'S UNIT 1991, A 1997 CAT D7 DOZER, WASHOE COUNTY. NV B/L#: NVD19601000406-Q
14	65922	00	CRANE TECH, INC.	MAINTENANCE AND INSPECTIONS	N	\$60,900.00	-	-	\$60,900.00	-	03/28/2023	12/31/2025	-	Service Provider	Maintenance and Asset Management	Jenica	Anita	03-28-23: ANNUAL PREVENTATIVE MAINTENANCE AND INSPECTION SERVICES FOR CRANES, LIFTS, AND HOISTS OWNED BY THE DEPARTMENT, CARSON CITY, DOUGLAS, LYON, STOREY, WASHOE, CHURCHILL, MINERAL, AND PERSHING COUNTIES. NV B/L#: NVF20171409408-Q PROPOSERS: CRANE TECH, INC.
15	08623	00	D&B PROFESSIONAL CLEANING SERVICES	JANITORIAL SERVICES	N	\$87,480.00	-	-	\$87,480.00	-	03/16/2023	06/24/2025	-	Service Provider	District III	Jeff	Sami	03-16-23: JANITORIAL SERVICES AT THE PEQUOP SUMMIT REST STOP LOCATED ON I 80 BETWEEN WELLS AND WENDOVER, MILEPOST (MP) 95.32 AND THE TRUCK PARKING AREA LOCATED ON I 80 ONE (1) MILE EAST OF WELLS AT MP 76.40, ELKO COUNTY. NV B/L#: NVD20101094756-Q PROPOSERS: D & B PROFESSIONAL CLEANING SERVICES
16	62222	00	DIAMOND CONCRETE CUTTING, LLC	ON-CALL CONCRETE REPAIRS	N	\$249,000.00	-	-	\$249,000.00	-	03/21/2023	06/30/2024	-	Service Provider	District II	Jeff	Mike	03-21-23: ON-CALL SERVICES TO REPAIR MISCELLANEOUS CONCRETE INFRASTRUCTURE AT VARIOUS LOCATIONS THROUGHOUT DISTRICT II, CARSON CITY, AND WASHOE, DOUGLAS, LYON, STOREY, PERSHING, MINERAL, AND CHURCHILL COUNTIES. NV B/L#: NVD19951016544-Q PROPOSERS: DIAMOND CONCRETE CUTTING, LLC.

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Total of Prior Amendments	Amendment Amount	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Director's Office	Division Head	Notes
17	10823	00	ECO GREEN MAINTENANCE, LLC	JANITORIAL SERVICES	N	\$52,800.00	-	-	\$52,800.00	-	03/21/2023	07/31/2025	-	Service Provider	District III	Jeff	Sami	03-21-23: JANITORIAL SERVICES AT THE VALLEY OF THE MOON (FISH CREEK) REST AREA, REST PARK (RP) 805 LOCATED ON STATE ROUTE (SR) 305 AT MILEPOST (MP) LA 79.30, LANDER COUNTY. NV B/L#: NVD20111362322-Q PROPOSERS: ECO GREEN MAINTENANCE, LLC, D&B PROFESSIONAL CLEANING SERVICES
18	14923	00	FRANCISCO BENGOCHEA DBA BENGOCHEA'S QUALITY FLOORS & PAINTS	INSTALL CARPET	N	\$15,770.04	-	-	\$15,770.04	-	03/20/2023	06/30/2023	-	Service Provider	District III	Jeff	Sami	03-20-23: INSTALL CARPETING IN THE WINNEMUCCA ADMINISTRATION BUILDNG, HUMBOLDT COUNTY. NV B/L#: NVD20091540386-SQ
19	13623	00	GREAT OF NEVADA PAINTING L.C.	APPLY EPOXY TO FLOORS	N	\$41,444.00	-	-	\$41,444.00	-	03/16/2023	06/30/2023	-	Service Provider	District III	Jeff	Sami	03-16-23: INSTALL EPOXY FLOORING WITH ANTI-SLIP SAND IN CREW ROOMS C341, C370, AND C374 IN THE WINNEMUCCA SUB-DISTRICT, HUMBOLDT COUNTY. NV B/L#: NVD20181359576-SQ
20	18122	00	HDR ENGINEERING, INC.	TWO DIMENSIONAL (2D) HYDRAULIC MODELING	N	\$50,000.00	-	-	\$50,000.00	-	03/15/2023	06/30/2024	-	Service Provider	Hydraulics	Sajid	Tom	03-15-23: TWO DIMENSIONAL (2D) HYDRAULIC FLOODPLAIN MODELING OF THE CARSON RIVER TO EVALUATE FLOODPLAIN IMPACTS OF EXISTING AND PROPOSED ROADWAY, BRIDGE, AND DRAINAGE FACILITY IMPROVEMENTS, DOUGLAS COUNTY. NV B/L#: NVF19851010291-S
21	06523	00	HIGHWAY STRIPING AND SIGNS, LLC	REMOVE AND REPLACE SIGNS	N	\$32,760.63	-	-	\$32,760.63	-	03/21/2023	08/31/2023	-	Service Provider	District I	Jeff	Mario	03-21-23: REMOVAL AND REPLACEMENT OF MILEPOST (MP) SIGNS ON US 95 FROM MP 93 TO MP 120 CLARK AND FROM MP 7 TO MP 13 NYE, CLARK AND NYE COUNTIES. NV B/L#: NVD20031035613-SQ
22	50322	01	INNOVATIVE FLOORING, LLC	FLOOR REPLACEMENT	N	\$11,339.93	-	\$467.00	\$11,806.93	-	10/03/2022	06/30/2023	03/16/2023	Service Provider	District I	Jeff	Mario	AMD 1 03-16-23: INCREASE AUTHORITY BY \$467.00 FROM \$11,339.93 TO \$11,806.93 DUE TO ADDITIONAL WORK NEEDED. 10-03-22: PROVIDE AND INSTALL REPLACEMENT VINYL FLOORING IN THE OFFICE AREAS AT THE ALAMO MAINTENANCE STATION IN DISTRICT I, CLARK COUNTY. NV B/L#: NVD20191564522-SQ
23	11223	00	MARSHALL'S SANITATION SERVICES, LLC DBA MARSHALL'S SEPTIC CARE	SEPTIC SERVICES	N	\$66,040.00	-	-	\$66,040.00	-	03/13/2023	08/31/2025	-	Service Provider	District III	Jeff	Sami	03-13-23: SEPTIC PUMPING SERVICES FOR SEPTIC TANK SYSTEMS AND VAULT TOILETS AT VARIOUS LOCATIONS IN DISTRICT III, HUMBOLDT, LANDER, AND PERSHING COUNTIES. NV B/L#: NVD20201931310-Q SOLICITED PROPOSERS: MARSHALL'S SANITATION SERVICES, LLC DBA MARSHALL'S SEPTIC CARE, WATERS VACUUM TRUCK SERVICE
24	11623	00	NEVADA BARRICADE & SIGN, INC.	TRAFIC CONTROL	N	\$249,997.75	-	-	\$249,997.75	-	03/15/2023	06/30/2023	-	Service Provider	Structures	Sajid	Jessen	03-15-23: PROVIDE TRAFFIC CONTROL AT DESIGNATED LOCATIONS THROUGHOUT DISTRICT II TO GIVE BRIDGE INSPECTION CREWS ACCESS TO CONDUCT BRIDGE INSPECTIONS, CARSON CITY, PERSHING, WASHOE, LYON, DOUGLAS, MINERAL STOREY, AND CHURCHILL COUNTIES. NVD20001224303-Q SOLICITED PROPOSERS: NEVADA BARRICADE & SIGN COMPANY, INC.
25	16823	00	PRECISION CRANE & HOIST SERVICES, INC.	MAINTENANCE, INSPECTIONS, REPAIRS	N	\$46,600.00	-	-	\$46,600.00	-	04/04/2023	06/30/2027	-	Service Provider	Equipment	Jenica	Wayne	04-04-23: PREVENTATIVE MAINTENANCE, INSPECTIONS, AND REPAIRS FOR CRANES AND HOISTS AT VARIOUS LOCATIONS THROUGHOUT DISTRICT I, CLARK, NYE, LINCOLN, MINERAL, AND ESMERALDA COUNTIES. NV B/L#: NVD20051280421-SQ
26	16523	00	TONY SNYDER DBA T.L. SNYDER	REPAIR PLUMBING LINES	N	\$3,154.50	-	-	\$3,154.50	-	03/31/2023	06/30/2023	-	Service Provider	District III	Jeff	Sami	03-31-23: REPAIR AND REPLACEMENT OF PLUMBING LINES IN HOUSE #2 AT THE QUINN RIVER MAINTENANCE STATION, HUMBOLDT COUNTY. NV B/L#: NVD20101422771-SQ PROPOSERS: TONY SNYDER DBA T.L. SNYDER ENTERPRISES, SNYDER PLUMBING, AND SUNRISE PLUMBING & HEATING, LLC

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27	10221	04	ATKINS NORTH AMERICA, INC.	RESILIENCY PLANNING AND OPERATIONS	N	\$199,941.57	-	-	\$199,941.57	-	11/17/2021	06/30/2023	03/23/2023	Service Provider	Storm Water	Darin	My-Linh	<p>AMD 4 03-23-23: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 03-31-23 TO 06-30-23 DUE TO DELAYS IN COMPLETION OF A PARALLEL PROJECT PROVIDING DATA CRITICAL TO THE MODELING EFFORT, AND ALLOWING ADDITIONAL TIME FOR DEPARTMENT'S TECHNICAL STEERING COMMITTEE TO REVIEW AND ANALYZE THE MODELING DATA.</p> <p>AMD 3 11-22-22: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 01-31-23 TO 03-31-23 TO PROVIDE ADDITIONAL TIME FOR SERVICE PROVIDER TO COMPLETE A PARALLEL RESEARCH AND DEVELOPMENT PROJECT TO HELP MITIGATE AN UNEXPECTED AND EXTENSIVE STATEWIDE FLOOD MODEL DATA GAP.</p> <p>AMD 2 08-30-22: NO COST AMENDMENT TO REPLACE STANDARD COST PROPOSAL TO OUTLINE EACH POSITION, RATHER THAN SPECIFIC INDIVIDUALS.</p> <p>AMD 1 07-21-22: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 10-31-22 TO 01-31-23 DUE TO ADDITIONAL TIME NEEDED TO COMPILE DATA FROM A PARALLEL PROJECT.</p> <p>11-17-21: INCORPORATE RESILIENCY INTO LONG-TERM TRANSPORTATION PLANNING AND OPERATIONS TO ADAPT TO AND PREVENT NATURAL HAZARDS AND OTHER DISTURBANCES, STATEWIDE NV B/L #: NVF19981347315-R</p>
28	31221	01	U.S. DEPT.OF TRANSPORTATION	INFRA GRANT	Y	\$50,000,000.00	-	-	-	\$50,000,000.00	06/24/2021	01/03/2025	04/03/2023	Cooperative	Project Management	Sajid	Nick	<p>AMD 1 04-03-23: NO COST AMENDMENT TO REFLECT INCREASE IN COSTS OF TROPICANA INTERCHANGE DESIGN BUILD, CLARK COUNTY.</p> <p>06-24-21: TERM SHEET TO SUPPORT THE AWARD OF THE \$50,000,000.00 INFRA GRANT TO THE DEPARTMENT, CLARK COUNTY. NV B/L# EXEMPT</p>
29	03923	00	CLARK COUNTY WATER	MANHOLE AND VALVE COVERS	Y	\$48,000.00	-	-	-	\$48,000.00	03/09/2023	05/31/2028	-	Facility	Right-of-Way	Sajid	Craig	03-09-23: NO COST AGREEMENT TO ADJUST MANHOLE AND VALVE COVERS AT THE HARMONE OVERPASS ON I-15, CLARK COUNTY. NV B/L#: EXEMPT.
30	04023	00	COX COMMUNICATIONS	OCCUPANCY PERMIT	N	-	-	-	-	-	03/15/2023	06/30/2023	-	Facility	Right-of-Way	Sajid	Craig	03-15-23: NO COST AGREEMENT OCCUPANCY PERMIT FOR COMPANY'S USE OR OCCUPANCY OF THE DEPARTMENT'S RIGHT-OF-WAY UNDER PERMIT NUMBER 216428, LOCATED ON STATE ROUTE 574 FROM MILEPOST 22.76 TO MILEPOST 22.80, CLARK COUNTY. NV B/L#: NVF19981315619
31	04123	00	COX COMMUNICATIONS	OCCUPANCY PERMIT	N	-	-	-	-	-	03/15/2023	06/30/2023	-	Facility	Right-of-Way	Sajid	Craig	03-15-23: NO COST AGREEMENT OCCUPANCY PERMIT FOR COMPANY'S USE OR OCCUPANCY OF THE DEPARTMENT'S RIGHT-OF-WAY UNDER PERMIT NUMBER 216436, LOCATED ON US-93 FROM MILEPOST 8.09 TO MILEPOST 8.16, CLARK COUNTY. NV B/L#: NVF19981315619
32	04223	00	COX COMMUNICATIONS	OCCUPANCY PERMIT	N	-	-	-	-	-	03/15/2023	06/30/2023	-	Facility	Right-of-Way	Sajid	Craig	03-15-23: NO COST AGREEMENT OCCUPANCY PERMIT FOR COMPANY'S USE OR OCCUPANCY OF THE DEPARTMENT'S RIGHT-OF-WAY UNDER PERMIT NUMBER 216434, LOCATED ON STATE ROUTE 604 FROM MILEPOST 58.22 TO MILEPOST 59-91, CLARK COUNTY. NV B/L#: NVF19981315619
33	04823	00	COX COMMUNICATIONS	OCCUPANCY PERMIT	N	-	-	-	-	-	04/05/2023	06/30/2023	-	Facility	Right-of-Way	Sajid	Craig	04-05-23: NO COST AGREEMENT OCCUPANCY PERMIT FOR COMPANY'S USE OR OCCUPANCY OF THE DEPARTMENT'S RIGHT-OF-WAY UNDER PERMIT NUMBER 216543, LOCATED ON US-93 FROM MILEPOST 8.69 TO 8.96, CLARK COUNTY. NV B/L#:NVF19981315619
34	04923	00	COX COMMUNICATIONS	OCCUPANCY PERMIT	N	-	-	-	-	-	04/05/2023	06/30/2023	-	Facility	Right-of-Way	Sajid	Craig	04-05-23: NO COST AGREEMENT OCCUPANCY PERMIT FOR COMPANY'S USE OR OCCUPANCY OF THE DEPARTMENT'S RIGHT-OF-WAY UNDER PERMIT NUMBER 216495, LOCATED ON STATE ROUTE 146 FROM MILEPOST 4.84 TO 4.88, CLARK COUNTY. NV B/L#: NVF19981315619

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35	31118	03	HORROCKS ENGINEERING, INC.	PUBLIC OUTREACH ASSISTANCE	N	\$250,000.00	\$250,000.00	-	\$500,000.00	-	1/30/2019	9/30/2023	3/16/2023	Service Provider	Director's Office	Darin	Ryan	<p>AMD 3 03-16-23: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 05-31-23 TO 09-30-23 DUE TO THE NEED FOR CONTINUED SERVICES.</p> <p>AMD 2 12-21-22: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 12-31-22 TO 05-31-23 DUE TO LIMITED RESOURCES AND ONGOING STATEWIDE PUBLIC INVOLVEMENT AND PUBLIC OUTREACH SERVICES FOR NEVADA HIGHWAY PROJECTS THAT WOULD OTHERWISE PLACE A MAJOR STRAIN ON THE DEPARTMENT.</p> <p>AMD 1 08-09-21: INCREASE AUTHORITY BY \$250,000.00 FROM \$250,000.00 TO \$500,000.00 TO ADD ADDITIONAL ACTIVITIES IN THE SCOPE OF SERVICES THAT INCLUDE PROVIDING PUBLIC INVOLVEMENT CONSULTING SERVICES TO IMPROVE EXTERNAL COMMUNICATION SERVICES THAT WILL ACCOMODATE A CONTINUED ONGOING EFFORT TO ASSIST THE DEPARTMENT WITH THE PUBLIC OUTREACH EFFORTS ON AN ON-CALL BASIS.</p> <p>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 AND OUTREACH ACTIVITIES INCLUDING, BUT NOT LIMITED TO, 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 # NV10001216016-R</p>
36	04423	00	JORDAN SMITH	TEMPORARY EASEMENT	N	\$4.00	-	-	-	\$4.00	03/30/2023	06/30/2023	-	License	Right-of-Way	Sajid	Craig	<p>03-30-23: NO COST AGREEMENT FOR TEMPORARY EASEMENT WITH JORDAN SMITH WILL ALLOW THE LICENSEE TO OPERATE WITHIN THE DEPARTMENT'S RIGHT-OF-WAY FOR FILING PURPOSES ON APRIL FIRST (1) CONTINUING TO APRIL SECOND, TWENTY TWENTY THREE (2023) APN 011-110-18, LINCOLN COUNTY. NV B/L#: EXEMPT</p>
37	38920	03	PATRIOT ENVIRONMENTAL	TRASH AND DEBRIS CLEANUP	N	\$3,000,000.00	\$3,750,000.00	-	\$6,750,000.00	-	04/22/2021	07/31/2023	03/26/2023	Service Provider	Maintenance and Asset Management	Jenica	Anita	<p>AMD 3 03-26-23: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 03-31-23 TO 07-31-23 DUE TO THE NEED FOR CONTINUED SERVICES.</p> <p>AMD 2 11-23-22: INCREASE AUTHORITY BY \$1,750,000.00 FROM \$5,000,000.00 TO \$6,750,000.00 AND EXTEND THE TERMINATION DATE FROM 12-31-22 TO 03-31-23 DUE TO THE CONTINUED NEED OF SERVICES CAUSED BY THE INCREASE IN DISPLACED PERSONS AND TRASH/DEBRIS ACCUMULATION.</p> <p>AMD 1 03-29-22: INCREASE AUTHORITY BY \$2,000,000.00 FROM \$3,000,000.00 TO \$5,000,000.00 FOR THE CONTINUED NEED OF SERVICES DUE TO THE INCREASE IN DISPLACED PERSONS AND TRASH/DEBRIS ACCUMULATION.</p> <p>04-22-21: DISPLACED PERSON AND TRASH/DEBRIS CLEANUP WITHIN THE DEPARTMENT'S RIGHT-OF-WAY IN DISTRICT 1, CLARK COUNTY. NV B/L # NVE20121113271-R</p>