



Department of Transportation  
Board of Directors - Construction Working Group  
Notice of Public Meeting  
1263 South Stewart Street  
Third Floor Conference Room  
Carson City, Nevada  
August 12, 2013

## AGENDA

1. **Public Comment** - (Discussion Only) - *No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken. Public comments are limited to 3 minutes unless the Committee elects to extend the comments for purposes of further discussion. Comments will not be restricted based on viewpoint.*
2. **Comments from Working Group** - (Discussion Only)
3. **Approval of Minutes** – (Discussion/Possible Action) – *Approval of May 13, 2013, CWG Meeting Minutes.*
4. **Report on Resident Engineers and Industry Survey Results and Contract Change Order Committee** - (Discussion only).  
*Surveys were conducted regarding the construction program targeting NDOT Resident Engineers and the contracting community. Discussion of the CCO Committee work and meetings being conducted to suggest process improvements in NDOT's construction administration processes.*
5. **Bi-Weekly v. Monthly Payments to Contractors Update** - (Discussion only).  
*NDOT has formed a team to study and prepare recommendations regarding changes to the frequency and source documentation necessary to provide payment to our construction contractors.*
6. **Old Business** - (Discussion Only)
  - A. CWG Task List
  - B. eBidding Update
  - C. CMAR
  - D. Requested Reports and Documents
7. **Briefing on Status of Construction Projects** - (Discussion only)
  - A. Project Closeout Status
  - B. Summary of Projects Closed
  - C. Status of Active Projects
8. **Public Comment** - (Discussion Only) - *No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken. Public comments are limited to 3 minutes unless the Committee elects to extend the comments for purposes of further discussion. Comments will not be restricted based on viewpoint.*
9. **Closed Session** – (Discussion Only) - *To receive information from counsel regarding potential or existing litigation on construction projects.*

### Notes:

- Items on the agenda may be taken out of order.
- The Board may combine two or more agenda items for consideration
- The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

- Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Requests for auxiliary aids or services to assist individuals with disabilities or limited English proficiency should be made with as much advance notice as possible to the Department of Transportation at (775) 888-7440.
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- Copies of non-confidential supporting materials provided to the Board are available upon request.

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Len Savage  
Kim Wallin  
Frank Martin  
Rick Nelson  
Yvonne Schuman  
Jeff Shapiro  
Megan Sizelove  
John Terry  
Rudy Malfabon  
Mary Martini  
Tracy Larkin  
Thor Dyson  
Sharon Forschler  
Paul Schneider  
Pierre Gezelin  
Denise Inda  
Bill Wellman  
Dennis Gallagher  
Bill Hoffman  
Claudia Castillo

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Savage: Madam Controller is remote from the telephone here. So let's go ahead and get started with Agenda Item No. 1, public comment. Is there any public comment here in Carson City?

Nelson: I guess there's a couple of announcements to make. I think -- Rick Nelson for the record. You'll notice that Lucy isn't here taking Minutes. Lucy was promoted, and so she's no longer in the Director's office. She's working in administrative services. And we have Claudia here, and she'll be filling in. Actually she'll be assuming Lucy's duties with the Construction Working Group. And also we'd like to point out that Todd Montgomery who was Assistant Chief Construction Engineer of Southern Nevada has retired, and we're in the process of recruiting for his position. So hopefully by the time the Construction Working Group meets again, we'll have his replacement and we'll be able to introduce that individual to the Construction Working Group.

Savage: Thank you, Mr. Nelson, and welcome Claudia.

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- Claudia: Thank you.
- Savage: There's a seat right here. Any public comment in Las Vegas?
- Martin: No, sir.
- Savage: Elko, Nevada?
- Kevin: No. Thanks.
- Savage: Okay. Moving onto Agenda Item No. 2, approval of the Minutes from March 11, Construction Working Group meeting. Are there any comments or discussions on the minutes? If not, I'll accept a motion for approval.
- Martin: Move for approval.
- Savage: First by Member Martin, and a second by Madam Controller. All in favor say aye.
- Group: Aye.
- Savage: We'll move onto Agenda Item No. 3, the legislative update.
- Nelson: For the record, this is Rick Nelson. What I've done is included the summary of live bills as they existed on May 1. The legislature is fairly dynamic environment, and bills are changing daily, but I did provide that summary in your packet, and of that, there's eight bills that I've been following that deal specific with construction-related issues. Some of them are making their way through the system, and some seem to be stalled out, but the -- I think the biggest one that's been of interest to us is the --
- Wallin: Excuse me, can you go speak where Member Savage is because you're breaking up, and I can hear him fine.
- Nelson: We're going to readjust the -- we'll readjust the phone here a little bit. Okay. Is this a little better?
- Wallin: That's a little better, yeah.
- Nelson: Okay. So of all the bills that we've been tracking in the legislature, there's eight bills that are construction related that I've been paying particularly close attention to, and the one that we're having the most discussion about is Assembly Bill 247, which is the Buy America Bill. And we've been tracking that fairly closely. What that bill would do is, it basically put the federal Buy America requirements

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for iron and steel on state-funded projects. While on one hand because we do deal with Buy America, with our federal -- on our federal projects, there are some unique elements to AB 247 that would make things a bit difficult for us, particularly the waiver process and that sort of thing. So we've been engaged and participating in the development of that bill as it makes its way through the system. It's been heard by the Assembly of Government Affairs, and it's been referred to Ways and Means. So there's 22 days left, and there's an awful lot of work to be done, so we'll continue to watch that bill.

There's also several assorted DBE, a bit of preference bills that are making their way through the system, and of course our concern is to make sure that if there are any laws passed that they don't conflict or complicate our receiving federal funds. So we will accept whatever they send our way, but we need to be sure we get all our federal funds and so we're monitoring those. So I don't know -- Rudy, do you have anything you'd like to add to that?

Malfabon: The only thing that I would add is that definitely we are trying to stay on top of the bills that are being heard, and if you look at -- at this time compared to previous sessions, they had a lot more passed and signed. So it's going to get very energetic over there to meet their deadlines. So we're definitely available. Sometimes we do our best to get there at a moment's notice, but we'll keep the Board apprised through those regular emails with Ed Wilson.

Savage: Thank you Mr. Director, and thank you Mr. Nelson. Any comments on Agenda Item No. 3? If not, we'll move onto to Agenda Item No. 4, a briefing on the civil rights programs.

Nelson: You know, through the course of the last year or so, we've been spending a lot of time talking about our process, and the different elements that are part of our construction program, and really, the remaining piece that really fits into the construction program has to do with civil rights, and we've asked Yvonne Schuman to be here to make a brief presentation about a few topics that are working their way through the system here at NDOT with respect to civil rights. So Yvonne, you want to come on up and -- yeah. Why don't you come a little farther up this way so the people can hear you.

Savage: Welcome, Yvonne.

Schuman: Thank you. And welcome Member Savage and Rick Nelson (inaudible). I'll be very brief, and just highlight some of the civil rights issues that we are working on

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and the relevance to them. I did include in your package however, a larger presentation and I think it's some good reference material that (inaudible).

Nelson: And that might have been -- was that emailed out separately last week? Because it wasn't part of the packet.

Savage: It was not emailed separate.

Schuman: Okay. All right. I'll follow up on that and get it to you. So there are about three or four different things that we're working on. A disparity study, wages, the DBE program, and good faith effort initiative. On the disparity study, it got under way in September or October actually, and it's proceeding on schedule with the data collection, and the consultant expects to have a draft report for the board at the September meeting. After the September board meeting, it will then be released to the public for their public input, and then a final report would be issued in December sometime. And there is a website where you can keep up to date with what's happening with the disparity study in terms of data, news, anything that's really relevant to that study, and it's at [www.ndotdbe.com](http://www.ndotdbe.com), and you can go there and get lots of really useful real time information on what's happening with the disparity study, and I would encourage you to visit that when you have a moment.

Malfabon: And this is Director Malfabon. Just to point out, the disparity study really is the defense that we need. It gives us all the data that's relative to our state and our department per contract unit and looking at disparities with minority-owned or (inaudible). But when we get challenged on the DBE program, which is a federal requirement, we need this type of data to have an adequate defense, and it's based on findings -- rulings from other cases involving state DOTs that courts have said you have to have it narrowly tailored to your program. So that's why we do a disparity study, and we have to update it periodically. So the last one was from data up to 2006, and this disparity study that we're doing continues from that period of time from 2006 forward for I think last year.

Schuman: That's correct. To September 2012. And to date there have been four meetings held with the consultant, two with our internal stakeholder group, and two with our external stakeholder group, and our next meeting with the internal stakeholder group is coming up soon. It will be June 18, and we anticipate that there will be two more meetings with the external group as well prior to the completion of the disparity study.

On wages, not really a civil rights issue, but it is a compliance issue, and we're required to monitor several things as it relates to the Davis-Bacon Act, as well as

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prevailing wage laws. We need to ensure that contractors submit their certified payrolls in a timely manner, and when they don't, we need to take action to make sure that that does happen, and that involves us writing determination letters about the status of their submission that it was late, how late it was, how many employees were involved, and coming up with the statutory penalty for that. We also monitor to make sure that the correct wage classification was used for a particular job, that they use laborer when really what they should have used is cement mason. We make sure that that is correct and again, make a referral to the Labor Commissioner when we find that not to be correct. Same thing with the 410 rule. If there isn't compliance with the 410 rule, we'll also submit that to the Labor Commissioner for work.

And then the DBE program, all of you are fairly familiar with that. As you know we have a 10.48 percent annual goal, and that goal is one of the by-products of the disparity study. So we've had the 10.48 percent goal for the last three years. Fiscal year 11, 12, 13 is the final year of that goal. And we have never actually met that goal. The first year, fiscal year 11, we achieved 4.7 percent. The second year, fiscal year 12, we achieved 7 percent, and right now we're tracking at 7 for fiscal year 13. So we're making additional efforts to try to actually achieve our 10.48 percent goal because federal highway requires us to provide a letter that analyzes why we didn't meet the goal, and what steps we plan to take to actually meet the goal in the current year. So that's where we are now. And not meeting the goal could result in some sort of sanctions against NDOT, so we're working really hard and trying to communicate with the construction community that they should not be surprised to see higher goals because one of the reasons we didn't meet our goal (inaudible) is because our average goal sets -- goal amounts were between zero and five percent. And if you do the basic math, you can't get to 10.48 percent setting zero to five percent goals. So obviously we're going to have to set higher goals, but they will always be based on the work that is to be performed in the project, how much of that work is capable of being subcontracted out, and whether there are DBEs who can perform that subcontracting work. So we may need a 10 or 15 percent goal, but we won't just set one just because we need it. It has to be a situation where we believe that the data that we have indicates that it can be achieved. And that usually means that the goal that we set is 50 percent lower than what we think is actually achievable because we're not trying to set stretch goals, we're trying to set goals that are readily achievable and meet the requirements from the federal highway. In connection with the DBE program, when a contractor fails to meet the goal commitment, we look at their good faith effort to trying to achieve that goal, and

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as Rudy pointed out in the board meeting earlier today, there's no checklist, but there is a list of a lot of activities that we should look for when a contractor is (inaudible). And if you wanted to boil down the main essence of what good faith effort requires, is -- and this is from the rule that requires that the bidder actively and aggressively try to obtain the DBE participation sufficient to meet the DBE contract goal. The must have really tried to meet the goal. So simply putting an ad in a newspaper somewhere is not active, it's not aggressive, and hard to argue that too would be designed to actually meet the goal. Mere -- and again this is from the rule, mere (inaudible) efforts are not good faith efforts to meet the DBE contract requirements. So we're looking for examples of what did they do to really try to meet the goal, and it could be a lot of things, but it will almost never be one single thing. One single thing I think will fail to meet the active and aggressive requirements that are in the rule. And so we can provide, and have provided to a number of contractors a list of a variety of activities that they might undertake to try to demonstrate that they were trying to meet the goal. I guess I should back up for a second and just say we don't want them to look at these activities as a way to demonstrate that they tried to meet the goal, but to actually use them to try to meet the goal, and that in doing that that will provide their good faith effort.

Malfabon: And just to point out -- this is Director Malfabon -- that Yvonne has provided training to the contractor on (inaudible) what is it, what we look for, so that contractors can understand (inaudible) is. There's a perception that they must meet the goal or else we're never going to award it to them, and that's not accurate. We can see that everybody, you know, the current low bidder did a tremendous amount of effort and it's demonstrated and documented. We are willing to look at that in determining whether to award a project or not.

Schuman: And the last thing I'll say about good faith effort is that the federal highway has just completed a (inaudible) process review of how NDOT administers the good faith effort or requirement, and we expect to receive their findings soon, and I think that's all I have unless if you have questions I'd be happy to address any questions or concerns you have.

Savage: Are there any questions Member Martin or Madam Controller?

Martin: None here, sir.

Savage: Madam Controller?

Wallin: No. I don't have any either at this time, thank you.

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- Savage: Anybody from staff (inaudible)? Thank you very much, Yvonne.
- Rudy: Yvonne, could I ask that you send that power point presentation to all the Board members? Just send it to Claudia, and she'll get it to all the Board members. That way it'll be in advance of our formal presentation of an update to the Transportation Board probably next month on good faith effort on the update on the disparity study status.
- Schuman: Yeah. I think I sent it to Lucy.
- Rudy: She must have just started her new job and job forgot to...
- Schuman: Okay. Yes I'll be happy to do that.
- Savage: Okay. Moving onto Agenda No. 5, the CWG discussion regarding future direction and frequency of possible meetings and any other discussion pertaining to the Construction Work Group. Mr. Nelson.
- Nelson: Well, the -- we've been meeting for a bit over a year as a construction working group, and we've spent almost every meeting devoting a large portion of the meeting to presenting the ins and outs of how would do construction, the program. We've covered everything from the bid review analysis team, now all the way through the DBE program. And when the Construction Working Group was created, there were nine priorities that were listed that they came out of the Board meeting that spanned the Construction Working Group. And in going through those nine priorities, we've spent some time talking about each one of those, and I think it's probably an appropriate time for the Board to have some discussion about where you all would like to see us go. There were some really good and appropriate ideas that were listed in that list of nine priority topics that we really haven't rolled our sleeves up, if you will, and actually started tackling those. So really this Agenda item gives the Board an opportunity to discuss and deliberate on where you'd like to see us move so with that regard, it's really you're opportunity to discuss and debate where you'd like to see us progress.
- Savage: And as Chairman, I believe it's been very engaging with both the department and staff as well as the Board Members on trying to do something more efficient and hold people more accountable. I think that has been accomplished, and I really want to compliment everybody...
- Wallin: Member Savage, can you move to where Rick's been speaking, please?
- Nelson: I think she wants you to speak up, Mr. Chairman.

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Savage: Anyway, I just wanted to start off, Madam Controller, that I personally believe that the CWG has been very positive, and I believe it's been very productive, and I know it's been a year, and I think we can roll our sleeves up a little bit more and engage further on some of the items that do come up, and I know we currently meet twice a quarter right now, and it's okay with myself to meet once a quarter if that is discussed by others. But I'm also here to work every other meeting as well. So I think depending on the workload as to what's out there and what's on the table, I'm very open to hear from both Madam Controller and Member Martin.

Wallin: Okay. I'll go. I tend to agree that, you know, I think that what we've done has been a great job. I think we really hit all the issues that we started out to hit. I think meeting every other month like we're doing right now is probably too much, probably once a quarter or, you know, make it once a quarter, or if we get a special project like if the EPA issue gets put into our work group, then I guess we'd be meeting a little bit more often. So that's my feeling on it. I tend to agree with you, Member Savage, that once a quarter is fine and be available if other projects come up.

Savage: Thank you, Madam Controller. Member Martin?

Martin: I'm good with meeting once a quarter as well, Len. I did have a couple of things that I wanted to kind of speak about. I met with Rick and I think we've done some -- made some differences and we've certainly improved the reporting and accountability. I just question if we've made any real change. In other words, we had talked about closeouts, we've talked about pay requests. When I do my math on closeouts, we've got about the same number of jobs open now as we had when we started a year ago, and the aging is about the same. And so I'm a little concerned is that one is -- did we really make any progress on it. We had talked once about the pay request being prepared by the contractor rather than the district -- or the resident engineer. We talked as well about paying once a month rather than twice a month. And so I just -- I wanted to kind of get a feeling from staff, and maybe from you Len and Madam Controller on where are they seeing us going from this point. We got a lot of good handy reports right now that tell us all the statuses, and all of which we didn't have when we started, which that's a great thing. Now where do we take it? Do we take it another step and make sure that this record on closeouts gets improved, that we take a positive look at the pay request deal. I got -- there's a couple of instances, four of them as a matter of fact where we overpaid, and -- by doing it the way we're doing it. And so I'm just kind of wondering what the next step -- the way that you guys are seeing it, would

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be for us. Should we stay involved in these things or depend on staff to carry out whatever we edict. I don't know.

Savage: Thank you, Member Martin. And I agree. I believe that we've been here a year and more work could be done, and I too thought for examples on the retention discuss, the once a month pay, I felt we were heading in the right direction, and low and behold, it wasn't discussed anymore, so myself, I went down the road thinking that we were going to proceed in that direction. And I think if we don't proceed in those directions, you know, Member Martin and myself, we're kind of on the same page there, I think there needs to be discussion and debate during these meetings so that the Board members can fully understand the direction of the department and why that direction is being taken. And I think there needs to be a good faith discussion on both sides on matters, for instance, of examples. But at the same token, the summaries, the printouts, we've come a long ways.

Martin: Yes, sir.

Savage: And I really compliment the Director and the staff and Mr. Nelson and Mr. Shapiro for getting where we are, but there's a lot of work to be done, and I thank Member Martin and Madam Controller. I agree with both of them.

Larkin: This is Tracy Larkin. I just want to be sure I'm not cutting someone else out. I just wanted to say on a couple things that we are working on, and I know that, Len, I've spoken to you about it, and certainly Rudy knows and Rick and Jeff. Not all the items, but we have started really looking at not only the change order requests, I mean, process -- the close out process, the preconstruction and the resolution conflict. Those are our four top priorities we're truly looking at. We've done work with our crews taking internal, there should be something out on the contractors' bulletin asking for some input this next week. And then also with other areas within the other division within the department so that we're truly taking a lot of the process and trying to find out where areas are systemic and where they're just isolated. And we'll be happy to share those results as we get them.

Savage: That's great, Tracy. I think that's very informative and we'd like to see some of these surveys and reports from the Director's perspective. Any other comment from Mr. Director or Mr. Nelson or Shapiro on the...

Wallin: This is Kim again. Kind of following up on Member Martin's comment, one thing that I, you know, if we go to the quarterly meetings, which, you know, I agree we should do, but I think that we still have to keep our focus on, you know,

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where are we at with the closeouts, and continue to look at them and to see if there's progress, and comment whether or not there's progress being made as well. And then to his comment about yes, we've actually overpaid some people, that triggered something I remembered that I had asked for that at a previous Board meeting. We have these auditors that come in and audit contracts. Actually, they audit the consultant to see if they've been paid the right amount, and I know that I'd asked at a Board meeting, are we following up with these consultants to collect the money, and I had asked for a report of that, and I just realize that I never got that. So I think that this group, you know, needs to continue asking the questions and maybe Member Martin, you had gone through and looked at the percentage of contracts where we're at closing out and comparing where we were and was it the same. Well, maybe that should be something that is a number, a performance measure that we talk about each quarter as well, or every six months, but I think it's every quarter.

Savage: Thank you Madam Controller.

Malfabon: This is Director Malfabon. Just to clarify, Madam Controller, the report that you had requested...

Wallin: There was -- and it's been a while. I'd have to go back in my notes, but there was a report -- you guys had hired an outside auditing firm to go over contracts to make sure that contractors -- and these were more or less consultants that they were paid the proper amount, and there were cases of auditing firms, they were actually paid based on the number of contracts that -- it was a dollar amount on what they found that had been overpaid, and I had asked to see if we had gone out to collect these numbers and stuff, and I never recall getting that report.

Hoffman: Rudy, that was me. This is Bill Hoffman, Deputy...

Wallin: But I have to get back -- yeah. But I have to get back to my office to get you the details on that.

Hoffman: You want me to come over to the hot seat?

Malfabon: Yeah. Bill Hoffman's got something to add.

Hoffman: All right. So again, for the record, Bill Hoffman, Deputy Director. So Madam Controller, what I had done is I had forwarded you the internal audit report as we discussed and it did capture I think approximately \$743,000 that we felt was due back.

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- Wallin: Right.
- Hoffman: And I did make several requests to our accounting division to find out how we go through that process of then billing the consultants for those dollar amounts, and I never received anything back. So I apologize. That...
- Wallin: Well, that's okay, and I'm -- shame on me for not staying on you.
- Hoffman: Well, we should have just -- we should have just gone ahead and compiled that report for you when you originally asked for it. So that's not on you, that's totally on me. So I apologize for that, but we'll get you that information.
- Wallin: Okay. Thank you. And then, I guess to follow up with Member Martin, what about these contractors that we've overpaid? Where are we at with getting the money from them as well?
- Shapiro: Madam Controller, this is Jeff Shapiro, construction division. We have to get that money back. That's not optional. Most -- so we will -- well, we deal in quantities, so we are working on that issue right now, but, you know, it's -- because...
- Malfabon: We've gotten paid from some.
- Shapiro: Yeah. We get them from -- we actually have gotten them from all. I know there's one on the close out list where I'm still working on, but we will get that money back. They get paid for what they do. We don't -- nothing more.
- Wallin: Yeah. But just to follow up, okay?
- Shapiro: Yeah. But it is -- I have to say, it's -- from my perspective it was a little bit embarrassing because we should be processing these payments accurately.
- Wallin: Yeah. I agree.
- Savage: And I know during the last meeting Member Martin had talked about, I believe it was Contract 3290 or 3390.
- Shapiro: 3390, yes, sir.
- Savage: And there was a 600,000 overpayment on that and what was the contract...
- Shapiro: Oh, the 3290. That was Plant Mix. That's another job, yes.
- Savage: That was Plant Mix, okay. It was 3267 that the 400K had been paid...

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- Shapiro: Correct.
- Savage: ... to I believe FHB.
- Shapiro: That's (inaudible) Highway Builders, yes sir. And that's the one that's in high court right now.
- Savage: But is there a reason that they haven't returned that money -- those monies in good faith?
- Shapiro: Some of it's under dispute, and we're trying to work through that right now. So that's basically the reason.
- Kaiser: One of the problems in that job was where they overpaid them was on the asphalt. So what they did in turn was they paid their asphalt supplier a certain dollar amount. So when they (inaudible) they're going to be out that money they paid their asphalt supplier.
- Savage: But in our world that happens, and...
- Kaiser: It does, but (inaudible)
- Savage: In our world, I mean, whether it's a wholesaler, they can always credit and debit in good faith. And if these contractors and suppliers are up-front, ethical people, I think it would be a real quick and easy...
- Shapiro: Right.
- Savage: ... credit to the department. So I think that that's a major concern on everybody's plate right now.
- Dyson: Well, I think time -- Thor Dyson, District Engineer for NDOT. I think time is a concern. I know this contract's been out there a while. Everything is closed up expect for the final payment issue. So that holding up the contract close out. Is there a certain time frame where that money becomes moot and we can't go get it?
- Savage: Is there a statute of limitations that's involved on something like this?
- Shapiro: Not that I'm aware of. Jeff Shapiro. Not that I'm aware of.
- Gezelin: The statute of limitations is six years on a written contract, and I don't know when this substantial completion was done.
- Dyson: 2008.

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- Shapiro: Yeah. It's getting old.
- Dyson: So we're at five.
- Malfabon: This is Director Malfabon. We have to be aware of that and take appropriate actions just to...
- Shapiro: 2009. (Inaudible)
- Malfabon: ...make sure it doesn't lapse as far as the statute of limitations on that.
- Wallin: Well, (inaudible) debt offset if they're doing other work we just hold the check for their other job.
- Shapiro: Madam Controller, we can do that. There's a little bit of a process involved with that, and basically we'd have to get them the opportunity to pay, and if they refuse to pay then we can garnish their wages so to speak. But...
- Wallin: Right. Yeah. Our office does that with vendors all the time. We give them so many days to pay and then we hold the check.
- Shapiro: But they are -- they are not -- they're not disputing that they -- we overpaid them, but like Mr. Kaiser said, when we paid them, they paid the money to somebody else, and now it's -- now they've got to go back and get that when we send them the bill. But they are disputing some other aspects of the total overpayment. And they'll still be writing us a check, it just won't be as big as the \$400,000 one. They'll be writing us a check for 150,000. But we need to reopen some claims issues in regards to traffic control and stuff like that.
- Wallin: Okay.
- Martin: Don't you guys go after their payment and performance bond? I mean, it's been, what, four or five years. At what point do you just say, okay, this is it. We're going to -- one, we're not going to accept any more bids from you, and two, we're going to go after your payment and performance bond. That's what happens in my world.
- Shapiro: Well, part of the problem, Member Martin, is, for lack of a better phrase, NDOT's caused the problem. So I don't know how we can go after their -- because we're the ones that made the mistake to be quite -- to be honest. I almost said frank, but anyways. No disrespect intended, sir.
- Martin: No, sir.

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Shapiro: So that's, you know, I in good conscious couldn't go after a bonding company when it was our -- we're the ones that caused it.

Savage: But let me just say one thing, Mr. Shapiro. I think it takes two to dance, and I believe the contractor works with the department, and the department supports the contractor.

Shapiro: Okay.

Savage: And I believe that as a contractor, if we see an overpayment on a contract, we send up a red flag to whoever made that payment, and have a good ethical, open discussion. And I just believe that -- I know this has been discussed a lot, but I think it's both sides, and I really look and hope that that contractor can step up and get this resolved to the satisfaction of the department.

Shapiro: Mm-hmm. No, Chairman Savage, I agree. Some contractors are better than others in our industry as to letting you know when you screw up if you overpay them. And this contractor is, I think, an honest contractor, it's just been one of those things with bad economy and, you know, there's all kinds of -- I don't want to say excuses, but there's all kinds of issues here that are complicating this mess. Plus, it was old when we got it. So it's just something we're working through right now.

Savage: Thank you, Mr. Shapiro. So moving forward, is there someone at these meetings that will take these issues and document as to what's to be responded to the Board? Do we have an ongoing list? For instance, I remember the letter that Jeff was going to send Rudy that Member Martin had requested regarding closeouts, and we wanted to see a copy of that letter. And this wasn't just construction closeouts. This is all federal closeouts on how the department was doing, and I think it would just be proactive for someone to maintain a running list of items that we talk about during these meetings that the Board members requested. Because there's a lot discussed, and I just think we need to be consistent in responding to some of those requests. And it's only a few that get lost, because the majority of the time things are responded to.

Shapiro: Chairman Savage, you're just basically asking for an action item list or something like that?

Savage: Absolutely. Absolutely. Yes.

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- Nelson: Well certainly -- we'll formalize that that list so we know what's on there and check them off when we've done them. So we'll make an action item list to do that.
- Savage: The first one is that the contractor is going to payback that \$400,000. Okay?
- Shapiro: I will -- not to promise anything, but I'll make sure that -- I'll get that -- I'll put that up a notch. We'll get that going.
- Savage: Thank you. Mr. Director?
- Malfabon: I was just going to add we'll do a better job with that with this action list, but we kind of keep the list from the Transportation Board meetings we do that. So typically we'll just have to document it better and make sure we check those off as we respond. I wanted to also mention, based on the discussion at the Transportation Board meeting earlier, I think that we wanted -- I suggested that we have this stone water compliance issue and the EPA audit issue discussed at this meeting. It's construction related, but it's also maintenance related and designer related as far as how we're going to address the audit findings. But I would say that we'll have it kind of as a standing item of discussion at these meetings.
- Savage: As a future Agenda item I think is what you're saying.
- Malfabon: Yes. Yes.
- Savage: Consistently until (inaudible).
- Nelson: This is Rick Nelson. I guess a question that I would have for Dennis, when we formed the Construction Working Group, it was my understanding that the Board's intent was to keep it construction related, and so as we've gone through our Agendas here, we've tried to keep it somewhat focused on construction related issues. Now, if the CWG starts to branch out into more operational issues, do we need to have some clarification from the full Transportation Board, or can the Construction Working Group sort of go where they, dare I say, want to go, but -- because of course they can, but should there be some clarification back to the full Transportation Board with respect to meeting frequencies and if we want to broaden the scope a little bit to include some of these other operational areas?
- Gallagher: For the record, Dennis Gallagher from the Attorney General's office. The committee -- the working group (inaudible) Transportation Board. The Transportation Board requested this committee cover certain matters. If the

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committee is not comfortable with its authority at this point, it should go back to the full Transportation Board. If the committee feels its area of inquiry are related to construction, they don't need to go back for it. But if they felt uncomfortable, like they're branching out into a new area boldly going where no man has gone before, or whatever the case may be, again, they could go back and should go back for a grant of additional authority. But, you know, without knowing more of the details between construction activity and maintenance activity regarding the federal audit that has been discussed earlier, I'm somewhat hesitant to say no, they don't need to go back, or yes they do need to go back. But if there is a colorful discussion that one can have that says all the activities related to this federal EPA audit are construction related, then this committee does not need to go back to the full Board.

Nelson: I just want to be sure we don't get haywire with any open meeting laws or intent from the Board or anything like that.

Gallagher: The Board, as well as this committee, for purposes of the open meeting law is required to publish in a timely fashion an agenda with sufficient detail of the items to be discussed. The scope of this particular committee's activities were directed by the full entire Transportation Board. Now, I would just offer this observation. Perhaps this is something many of you have already thought of. I suspect if this committee wants to go look at something that's related to the Department of Transportation, the full Board is going to back them up a hundred percent, and wish them well on their endeavors, and look forward to the committee's report back.

Savage: I think too, from a member standpoint, if we don't have a comfort level of something, I know I would be the first one to say something, and I appreciate Member Martin and Madam Controller's input as well, but I don't think any one of us wants to get outside of our books.

Shapiro: Chairman Savage, if I may. Jeff Shapiro. As a chief construction engineer, we're responsible for the construction program for NDOT. This EPA audit involved both construction and our facilities and our maintenance folks, and some of those activity. We're more than happy to help out and look into the issue, but we would really need to bring in some other folks, the chief of maintenance and asset management, and some of those other folks, because there's a lot of other -- the district engineers. There's a lot of other players involved. But other than that, we're more than happy to help. But it's much more than a construction-related issue.

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- Savage: But I think so as the Director had mentioned, I think this is a good format to engage in some of the preliminary EPA concerns regarding the construction maintenance facilities. Like Member Martin had said, he has a lot of experience from the general contracting side on the vertical side, and I would look forward to some preliminary presentation.
- Terry: For the record, John Terry. We simply don't want to be limited. If we're going to deal with the issue, we don't want to be limited to construction, because really the findings in construction were probably less than the findings in other areas. So just to be clear, if we're going to deal with this issue, we don't want to deal with only our construction contracts. We need to go beyond that, because that's where the issues are. This group is appropriate to deal with it, but I'm saying the bigger issues are more in the training, the maintenance, the other areas. Not in the -- not just in construction. It wouldn't be productive to only deal with the construction issues of that audit.
- Savage: And I agree Mr. Terry. So I would have to defer to the Director.
- Malfabon: We just thought that it was a good forum for discussion of the details of the audit findings and the details of how NDOT has taken steps to respond to those. And as John Terry mentioned, it goes beyond construction and program level activities of mapping watersheds and what waters feed into these streams, or dry washes, and the things that we're doing in different programs other than construction, but in the design phase too, and how we're implementing some of these audit findings. We think that we're going in the right direction, but it will be good to bounce these activity that we're doing before just bringing them to this formal group just for discussion and definitely we will be getting direction from our Transportation Board on that, but it definitely is a lot larger issue than the construction, even larger than construction and maintenance. It's several program activities that are under consideration here at NDOT to respond to the EPA audit. And we'll get into the details later, but definitely the report that was sent out late last week had a lot of information and we expect that it's going to take you a couple of weeks just to read through that and digest it and have your questions prepared for us so that when we -- I would say at the next Construction Working Group meeting, we'll kind of give you an overview of the findings and what we're doing, and then get some interaction and discussion going and receive some direction that we can take back to the formal Transportation Board meeting for definite direction from our board on what to do.

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- Savage: Okay. Very good. So I think before we leave this Agenda item though, there will have to be a discussion or maybe a motion as to when and how often we're going to meet. Member Martin or Madam Controller?
- Wallin: I was on mute, sorry. I make a motion that we meet on a quarterly basis going forward unless a special project comes up that we need to meet more frequently.
- Martin: And I second that.
- Savage: Thank you. All in favor say aye.
- Group: Aye.
- Wallin: You said aye, we said aye.
- Savage: Thank you. So we'll meet on a quarterly basis unless the project (inaudible). Moving onto to Agenda Item No. 6, old business.
- Nelson: I guess, if I could indulge you a little bit to go back to item number five again for a second. One of the things that Member Martin talked about were these four items that were of particular interest, and that's where the contractor prepares the pay estimate, paying twice a month, continued work with closeouts, and the retention item. I guess the question I would have is how would you like us to proceed in addressing those four specific topics? Do you have a sense that -- after the work that we had done with you Chairman Savage on the Freeway Service Patrol, there was quite a bit of staff interaction as we sort of hung meat on those bones as far as reporting out. Is that something you would like to see us continue with these four projects, maybe increase some staff time and start interacting with a member or two in getting feedback and that sort of thing before we present things before the CWG, or are those the four items that you really want us to kick in and work on from a priority point of view? I guess, where do you think the low hanging fruit might be to take the CWG and affect some positive impact on the department's operation?
- Savage: Well, I think a lot of it has to do with timing. I know for instance, you know, we're too late for the legislature on some of the things that are dictated by the Nevada Revised Statutes, and I know retention is one of those. So that's really a moot discussion at this point. But I think engaging in other issues regarding payments and things, I think the Director has the authority to take a look at that, and I think a lot of these can be discussed in future meetings.

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- Nelson: Okay. Just wanted to get clear what our primary focus is going to be for the next few meetings. You know, we have the list of the nine priority items, and we sort of worked our way through that, and want to be sure we're focusing our energies where you'd like to see us do that.
- Savage: And I think that if you can reach out to Member Martin and Madam Controller, and I don't know if you have anything at this time, but if you can reach out individually and possibly discuss some of the items of concern then we can make an agenda for the next meeting. Thank you, Mr. Nelson. So now we'll move onto old business, Agenda Item No. 6.
- Nelson: We meet quarterly with the construction industry, and we've made a commitment to get those Minutes into the hands of the Construction Working Group as quickly as possible. What we've attached to the packet for the CWG are the draft Minutes from our last meeting which was held on March 20. Tracy Larkin Thomason and (inaudible) co-chair that, and Tracy's there, so if there are any questions about what had taken place at the industry liaison meeting, I'm sure she would be happy to answer any questions you might have.
- Savage: Member Martin or Madam Controller, any questions?
- Wallin: I don't have any.
- Martin: None for me right now, sir.
- Savage: I too do not have any. So with that being said, I have a couple questions on the old business side, items of clarification. Back on Page 5 of last meeting Minutes, there was a discussion of the total cost for the three districts in construction to be 25 million, and I need some clarification on that.
- Malfabon: This is Director Malfabon. What we've done in the past few years is allocate \$25 million of state funding for the districts who are -- they are very engaged in seeing what condition their -- the roads that they take care of are in, and they have a regular process of working with maintenance on chip seals and such, surface treatments, keeping the system together. But they also have other needs such as (inaudible) safety improvement such as extending pipes or extending box culverts for safety purposes, and so flattening projects. They have -- each district has maintenance personnel that are in charge of bridge maintenance. So we have people that go out and inspect the bridges, come up with recommendations on repairs, and the districts have the people that can work with those divisions and headquarters to develop those contracts to basically do bridge maintenance

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projects. So it's a combination of working with the headquarters divisions and maintenance, bridge, roadway, or using their staff at the district that can help in designing of smaller maintenance projects. And we used to -- what we do is there's \$25 million that has to be expended in the fiscal year, but we -- maintenance and asset management division keeps track of what's in the works already, when's it going to -- when are those bills going to become due, basically those payments, so they're -- it's a constant flow of information between the districts and maintenance and asset management for tracking that \$25 million as a target. There's -- the idea is to do the projects that are submitted by the districts. Some of them are done using state forces like a flush seal project, and the \$25 million is more the contract side -- construction contracts. So we're trying to do more with contractors for our maintenance program, but it's really to address the maintenance needs within the district, and that \$25 million is -- it used to be somewhat flexible, but now that we're watching our cash flow, it's very stringent that we stick within that budget target so we don't exceed our goal of \$25 million. We track what's in the pipeline, what's going to be paid and what fiscal year it's going to hit in.

Savage: Very good. Thank you very much for the clarification.

Malfabon: We could also -- we'll bring to the -- as part of the work program approvals, the Transportation Board does get basically our work program, so those projects are included in that work program.

Savage: Okay. Okay. Very good. Thanks for the clarification, and another old business item that -- I know Tracy was kind enough to stop by the office and give me a survey from the RE responses. I don't know if the other members have received any of those survey responses or not, from the RE meetings.

Martin: I had not got it, sir.

Savage: You had not received anything, Member Martin?

Martin: No. Tracy and I were just talking about that, and we'll get a time set up for her and I to get together to review it.

Savage: Madam Controller, have you had a chance to review any of those survey items on the RE?

Wallin: No, I haven't. No, I haven't.

Savage: So maybe we...

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- Wallin: And I don't recall seeing them.
- Savage: ... can have -- at the next meeting we can have an Agenda item regarding some of the responses from the REs to some of the surveys conducted at the (inaudible) and what action management has taken, and what discussion the REs have had. That would be helpful. Because I know one of the concerns was the plans not meeting the expectations of the REs or the contractors, and I know that that's a statement that's made by a lot of contractors and a lot of engineers, and I know nothing is perfect, but again, I just want to revisit that at some point.
- Larkin: Member Savage, I was hope -- this is Tracy Larkin, Deputy Director in South. The next meeting would be good, because we have met with all three districts following up on that initial -- what with all the RE -- each of the three districts, following up on that initial survey to get specific on questions on that, and there has been some discussion with other divisions. But I also want to be fair to them that they also have their side of the story out there so to speak.
- Savage: Yes.
- Larkin: So they have input. So in another -- if we're doing it once a quarter, so in other three months, that would be a good -- that's a good time frame for me to get the rest of the feedback.
- Savage: Very good. Thank you, Tracy. And as an old business item regarding CMAR projects, the GMP amount that the contractor is -- has bid and submitted, are there any cost savings back to the department historically on either a cost plus fixed fee project, or a GMP project? Have there been any cost savings (inaudible), and is there a specification standard saying is it a 60/40 or 70/30 shared savings. Is there any savings come back to the department on any of these GMP projects?
- Malfabon: This is Director Malfabon. Now, you would be asking if, let's say, a contractor came up with a value of engineering proposal on a CMAR project and there's a split or...
- Savage: No.
- Malfabon: I don't know how we would get money back other than contractor comes up with an idea after the design is done and has a savings that we want to participate in.
- Savage: No. It's not so much the value of engineering. It's a -- we have a GMP contract that's for example a million dollars, and the contractor has a reimbursable list with

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a fixed fee to bill against on a monthly basis. Sometimes they won't reach that amount, and are those dollars returned through a change order to the department?

Terry: If I could, John Terry for the record. Now, I think you had two parts to that question. The designer, say that's part of a construction contract that went CMAR.

Savage: Mm-hmm.

Terry: We would pay the designer actual hours worked, actual costs. Then at the very end, we would pay him his entire fixed fee. If he does not spend all of his money, and his hours worked, we just never pay him that, and we close out the agreement that way. There's no payback. I'm not a hundred percent sure, maybe somebody else knows, a contractor is hired on a similar basis. In other words they're a cost plus fixed fee in the GMP -- in the design portion when we hire them. So it would be the same way. They get a cost plus a fixed fee. If they finish their work for under that cost, we just don't pay them for the rest of it, and it's audited and closed out, but we would pay all of the fixed fee. So say it's a million dollar contract, and he has -- yeah. A hundred thousand dollar contract with a contractor to review our work and progress through that, and he only spends 80 thousand of it, and 10,000 is fixed fee. We would only pay him the 80 plus the 10 fixed fee. The other ten would just never be billed to us, and it would be audited and closed out. Most of our contracts are cost plus fixed fee with an amount not to exceed. They can't go over the amount, but if they don't get to the amount, we just don't pay them.

Malfabon: This is Director Malfabon. I guess -- I think Len's question is if -- are you paying on a CMA project by bid item that you're tracking...

Terry: That's the design phase. Now, if we get into the construction phase, now they're just paid on quantities like any other construction contract. The only way we wouldn't pay them the full amount is if the quantities come in under what the estimated quantities are. Turn that over to Jeff or somebody, but they could to over too. That's not a not-too-exceed amount. That's a...

Shapiro: But basically these contracts, my understanding, the way they're set up, and the project management division is involved with this as well, but they're basically -- I don't -- plan quantity is not the proper term, but it's very similar to that. They do -- we still monitor quantities, but there should be no fluctuation in the quantities when it's all said and done, because they work that stuff out in the -- during the design process. Now if they hit something and there's a huge underrun, I know

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they would make that adjustment, and there's also a risk reserve if there's something that they hit that's unforeseen. But it's very similar -- to my understanding, it's very similar to a lump sum type contract.

Terry: But you're paid as you proceed.

Shapiro: But you're paid as you proceed, correct. Right.

Savage: But the guaranteed maximum price, the GMP price on the CMAR projects, cannot be exceeded because the risk is on the contractor, and...

Terry: Well formal written approval (inaudible).

Shapiro: Right. Correct. Correct.

Savage: Exactly. Exactly. That's my question for clarification. And there are no shared savings clauses for something that a portion of dollars that are saved could be split.

Shapiro: Not my understanding, no.

Savage: (Inaudible). Okay.

Shapiro: So, for example, if they don't use the risk reserve per se, it just comes back to us. Never paid, yeah. It's never paid.

Savage: It'd be nice to hear those good things is what I'm trying to say sometimes. When you hear some of these contractors doing these CMAR projects, it's always, hey, they just said \$250,000 to the department.

Terry: And maybe moving forward as we start closing out some of these CMARS, maybe this group, and maybe later even the Transportation Board would like to hear a summary, you know, of where we ended up on some of the CMAR contracts.

Savage: Exactly. I think that would be very informative. Thank you, Mr. Terry.

Martin: I have one other comment on that matter. On the Carlin Tunnel Project, we awarded today the CMAR at 28,834,000 or something along those lines, and 2.8 million last -- in the last session. I was just going back to my previous board meeting. When did we originally award the CMAR to Q&D; do you recall, Rick?

Nelson: I don't -- I do not recall.

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- Terry: This is John Terry. I'd guess six to eight months ago.
- Martin: Okay. And how did that -- how did the two -- the \$28 million number that we awarded today match up with their projected number last (inaudible) award?
- Terry: This is John Terry. I can partially answer that question. NDOT set up a budget originally. When we hire the contractor in the design phase, the only real costs that are in that phase are some of their overhead costs and their preliminary costs. So say they had a budget of say, \$30 million that they submitted to us when they originally were on the project, wouldn't be accurate, because we don't really ask for that when they're assisting in the design phase. This project did go a little bit over -- a significant amount over NDOT's original programming amount for the job, but that was similar to what we would do with any design project as it evolved, and in this case, the original assumption was that the bridge decks would only be treated -- kind of overlaid with a polymer type overlay for protection, and as we got further into the design, two of the bridges, the decks were determined to be a such a condition that we added in a total replacement of the deck. That's a similar thing that we would have done in a regular design job. They submitted to the front office and said we want to change the scope, here's why, here's why it's going to cost much money, and we addressed it. Other than that, the scope in the budget for the project was established by us not by them. So to say they went over their original one wouldn't be fair. We as a group went over our original budget for a legitimate reason, but other than that, once they assign the GMP, then they're held to that one, and I don't know if I answered his question.
- Martin: Yes, you did. Thank you.
- Savage: Madam Controller, do you have any questions or comments? Madam Controller?
- Wallin: Sorry. I was muted and somebody was trying to call me, and I was trying to not get them and unmute. So I don't have any comments. I was listening to you and Frank. You guys are asking the questions that I had.
- Savage: Okay. Thank you, Madam Controller. And just one other question on the ICE. Is the department satisfied with the ICE work to date on the Carlin Tunnel Project? I know in reading some of the documents they had -- I believe they were -- it was around a \$250,000 contract that they had had to perform independent estimates for the Carlin Tunnel project, and I just didn't know if there was any feedback from department staff as to how they had been performing.

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- Terry: John Terry again. I can say that we like the ICE process. In fact, we would like some of their assistance to help us do more bottom up type estimates than the type of estimates we have done in the past. But I will have to get back to you on the performance of the ICE in terms of their budget, and what we originally budgeted and how they're doing on that. I'd have to get back to you. But we do like the ICE process, and we like having comparable contractor type estimates.
- Malfabon: This is Director Malfabon. One thing that I've asked John Terry to look at is the amount of the fixed fee on the ICE contract. I didn't feel that they were as much at risk. Like remember at a previous Transportation Board meeting, the question came up, do they have to build it if they, you know, if they're the low bidder. No, they don't. It's just a good check based on using the same method of labor, equipment, and materials, the same way a contractor has to bid it based on productivity. The ICE does it the same way. So it's a good check on the contractor's guaranteed maximum price, but I didn't feel that there was much at risk, similar to a designer. A designer is at risk because they have their errors and omissions insurance that we can call on if they mess up the design and it costs us during construction. But the ICE doesn't have that same amount of risk, so I asked John to look into that and determine what's appropriate level of fixed fee on these, and most likely we're going to lower that percentage compared to previous contracts for the ICE contractor.
- Shapiro: Chairman Savage, Jeff Shapiro, construction division. Our staff, the constructability section is very involved in that process because we're basically taking it over from the consultant that was doing it before. And I'll double check with them, but as far as I know, everybody's been pretty happy with what we've seen so far, and the meetings that I've been involved where we're talking production-based estimating which is what they're -- how they're doing it versus we're historical quantity based. So it's a little -- it's kind of apples and oranges. But from what I've seen in the meetings I've been involved with, it seems to be a pretty good process. But I'll double check with our staff and report that.
- Savage: Okay. Very good. Thank you, Mr. Shapiro. Thank you, Mr. Malfabon. Okay. If there's no more discussion with the old business, Agenda Item 6, we'll move onto Agenda Item No. 7, briefing on the status of construction projects.
- Nelson: So in your packet, we have the standard reports that we usually provide with respective closeout of projects and status of projects. The first attachment here is the list of projects that we've closed out since the last CWG meeting, and that totals nine. Nine contracts have been closed out, and I believe Megan sent out the

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summary sheets for each one of the projects. I'm hoping that you have those. We'd be happy to answer any questions that you might have with respect to any of those projects that have closed out. I do know when I was meeting with Mr. Martin, he asked a question about overpayments, and the question was well, how would we know if there ever was one. And when we were meeting, I'm afraid I didn't have a very satisfactory answer for him, but when I got back I saw the summary sheets, and there's in fact a little asterisk marked there, and that's how we put you on notice that there has been an overpayment. So we'd be happy to take any questions that you might have on these nine projects that have been closed out since the last CWG meeting.

If there aren't any, the second attachment shows the status of contract closeouts. That's dated April 24. Now, this list is a little misleading because as a project gets closer to completion, we add it to this list to begin tracking. Right now there's 48 projects that are listed on Attachment B, but of those 24 -- or of those 48, only 24 have been accepted and are really ready to be closed out. The rest are in various states of completedness. Just so we get them on our list and we start having those monthly meetings with the resident engineers to get them scheduled. As a little historical statistic, in 2011, we closed out 27 contracts. In 2012 we closed out 37, and so far in 2013 we've closed out 17, which averages about a contract a month or so, a little better than a contract a month. So we're on track to close out more projects than we had in the last year. So I think as a trend, we're seeing the pace pick up on contract closeouts.

Savage: Absolutely. Because if I remember right, annually it was around 16 or 17. (All speaking at once). So the progress has been substantial.

Sizelove: And right now, looking at the information, we're at about 11. It's taking us on average about 11 months to close a contract based on what we've done this year so far.

Savage: Good. Thank you. Thank you, Mr. Nelson. Mr. Nelson, I had a couple questions on the contracts -- on three contracts, and this is on the ones that have been closed out. 3467 and summary. It looks like there was approximately 50 percent contract value -- almost 60 percent, 59 percent contract value in changes, and I'm looking at this sheet here that was received by email actually. This one here. That was on the (inaudible) Lake Tahoe Bike Traffic Safety. The final contract amount was 709, bid price was 446.

[ All speaking at once ]

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- Forschler: Good afternoon. This is Sharon Forschler for the record, Chairman.
- Savage: Good afternoon, Sharon.
- Forschler: This was a project that we went on with a design plan to retrofit the drop inlets along Highway 50 and 28 to pull them out of the travel lane for the bicyclists. Unfortunately, the plans that went out, we couldn't build them per plan, so there was a bunch of field adjustments that had to be made. It's a fairly low cost contract when it went out, but all these little changes, and it was all along 28 and 50 coming down around the lake. So that added to the increase in cost.
- Savage: So who was the engineer of record on that?
- Forschler: That was...
- Shapiro: I believe that was us, wasn't it?
- Forschler: ...in-house, I believe.
- Shapiro: Yeah. That's an in-house.
- Forschler: Yeah. It was an NDOT design.
- Savage: Okay. And the next question I have is contract 3473. Again it's a substantial amount, almost 70 percent of additional dollars paid over and above the original bid price, up to 341,000.
- Nelson: You said 3473, Chairman?
- Savage: 3473.
- Shapiro: I don't know the specifics. Chairman Savage, this is Jeff Shapiro. I could get back to you on that, but this is a retrofit type project. No. That's District 3, right. I know, I'm not wearing my glasses either.
- Kevin: This is Kevin in Elko, and it appears that 3473 is very close to budget. So I'm just not sure in the information's adding up.
- Forschler: We're only 3,000...
- Shapiro: Yeah. I'm not seeing the 70 -- you said 70 percent?
- Martin: Well, I think I'm looking at exactly what Len was looking at. You got a bid price of 341,000. You guys are using apples and oranges in the way the contractors do accounting. You're saying your final contract value is \$580,000 versus an

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engineer's estimates of 443, but yet according to this you had a bid price of 341. So you ended up paying 240 grand more than the bid price. And I think what Len is wanting to know is why you did that.

Shapiro: There's a mathematical error on this sheet I think. Well, we're going to need to look at the detail sheet, because I believe there's a mathematical error on this particular sheet.

Kevin: Yeah. This is Kevin in District 3 in Elko, and I show a final contract of \$344,123.

Shapiro: That's what I'm seeing. Yeah. That's what I'm seeing too on the spreadsheet, Kevin. So that might not match up with the project detail, and I apologize for that. We can fix -- we'll look into that.

Savage: That's good news though.

Shapiro: Because the sheet -- Attachment A is showing that it came in at 86 percent of budget.

Savage: I hope the next one is good news as well. I believe it is, but I just want to check. Item 3478 -- or contract 3478. It looked like there was a cost savings of around \$700,000.

Shapiro: Correct.

Savage: That's good news confirmed. That's all I have. Any other questions from Board members? Madam Controller or Member Martin?

Wallin: I don't have any.

Martin: I don't know what the appropriate time to bring up the overpayments, but in looking at the overpayments, there was a paid consultant called CM Work, who is a subcontractor to CEA, that overpaid on two separate jobs. I guess my question would be do we still use CM Works?

Nelson: Do we have active contracts with them?

Shapiro: Well, yeah. Member Martin, this is Jeff Shapiro, construction division. We don't have any new contracts to give any consultants. You know, we definitely need to talk to that consultant, and it's not, you know, it's just like our guys making that mistake. That's not acceptable, but I don't know if in their defense if I should say that. That was their first project with us, and some of these projects we went to some new firms to give them some experience per se, and it just, you know, it is

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what it is. What happened was they actually overpaid on one and underpaid on another. They had two contracts that were adjacent to each other, and they got confused as to what contract was what for a certain point in time. But still, it's not acceptable. We need to talk to them about it.

Savage: I have a question on the overpayment too on a legal question. Is there a trigger of sort that can be noticed to the contractor that's been overpaid that we can have the monies returned?

Gezelin: Well, this is Pierre (inaudible). Yeah. A letter should go out to the contractor identifying the overpayment and the reasons that we know about for the overpayment demand reimbursement, and follow up if there is no reimbursement with attempted collection of that amount. But there should be -- there should be a notice given to them in writing as to, you know, make a demand on them, a demand letter, demanding return of the money, and then attempt to collect if there is no response, or try to negotiate something.

Savage: And I hope it doesn't get to that level.

Nelson: Could I clarify...

Gezelin: Exactly. We don't want to get -- you don't want to get to my desk.

Nelson: Now, in this case, we had a consultant resident engineer that was making payments on behalf of NDOT, and so they -- that firm, CM Works, they never realized any overpayment, but they made an overpayment to a separate contractor on NDOT's behalf. So is that -- so -- so could we go back to the -- it's like an errors and omissions on a design type of contract where...

Gezelin: Well, I think you make the demand on the consultant, and tell them that, you know, they have made a mistake. Because under the contract they're obligated -- I mean, under the consultant contract to make proper payments, and to represent NDOT on their behalf, and so, you know, any overpayment that they make, they're going to be responsible for.

Nelson: I guess, Chairman Savage, what I'd like to do in this one, is spend some time with the Attorney General's office and develop a plan, if you will, a strategy for dealing with this particular case as opposed to putting them on the spot to make a decision with about five seconds worth of discussion. Does that sound fair?

Savage: Very good.

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- Shapiro: But I would -- Chairman Savage, I would like to point out that in this particular situation, the net was not an overpayment overall between the two contracts. It was just a misallocation. I mean, it's still unacceptable. It was just a misallocation of funds from one to the other basically. So -- and actually it was the same contractor. You had adjacent projects, same contractor. They -- just for whatever reason they got confused. Still, we need to talk to them about it. But we didn't -- we did not overpay the contractor per say. We just paid them on the wrong job a little bit. No. We ended up writing four grand more. So we still need to have accurate accounting measures when we pay. Period.
- Savage: Agreed. So I think that's all we have on Agenda Item No. 7. We'll move to agenda Item No. 8. Is there's any further public comment, either here in Carson City, Las Vegas, or Elko.
- Martin: None here, sir.
- Savage: Elko?
- Kevin: No, thanks.
- Savage: Nobody up there, Kevin. Thank you. Okay.
- Wellman: You know, maybe we should make that one of our agenda items at our next board meeting (inaudible). I'll speak loud.
- Savage: Please speak up. Can you identify yourself?
- Wellman: Bill Wellman, Las Vegas Paving. I think we just need to make that as an Agenda Item at our next working group meeting if you will, or (inaudible) meeting, and let's talk about that. Because we just got hit with one too, and by the time I found -- this is a project that's eight months ago is the last we did any work on it, and I find out about it. And now I found out how it happened, and there's really nobody to blame, it just -- it's just the process, if you will, when it goes too far, but maybe we need to find a better way to do that. So I'm sure this wasn't our first one.
- Shapiro: No, it wasn't. And actually, it was a Las Vegas Paving job. Jeff Shapiro for the record.
- Wellman: Oh, it was.
- Shapiro: Yeah. Yes, it was. That's the one we were just talking about, yes.

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- Wellman: When you said back to back, there's not very many contractors that get back to back jobs, but...
- Shapiro: But for what it's worth, the construction division supports going to some sort of pay application process. I think that would help if the contractors were basically invoicing us like they do under NRS 338. That's not the way we currently do it, and if the working group would like us to look into that, we would support that, because I think that would help.
- Savage: I've always assumed that they invoiced you, so that's how much I know.
- Shapiro: What we do is pretty common to other DOTs I've worked for. The DOT employees, good, bad, or otherwise, prepare the pay estimates and submit them. I mean, a good project manager will be talking to his contractor to make sure that, you know, we're covering the cash flow issues and all that kind of stuff, and they're getting paid for the work they actually did, but it's pretty common, at least in my experience with DOTs, that the DOT employees prepared and processed the pay estimates without an invoice from the contractor.
- Dyson: Thor Dyson, district engineer. On our jobs in district two, the REs, the inspectors, they will sit down at pay estimate a lot of times and they will review what they're prepared for the contractor to take a look at, and say, you know, does this make sense what you've done the last two weeks, because this is the invoice we're going to -- the pay estimate we're going to submit to construction division for payment to the contractor. And that's the correct partnering thing to do since that's the process we have to live by right now.
- Savage: But is that industry standard throughout the nation, or, I mean, with RTC, with other CalTrans, ADOT?
- Shapiro: With Departments of Transportation as far as I know, Chairman Savage. Not with the RTC. They're NRS 338, and the law specifically says, you know, the contractor will invoice and the owner has, what, 30 days to pay on that invoice -- to review it and pay it. So that's the difference between 408 versus 338.
- Schneider: This Paul Schneider, Federal Highway Administration for the record. That's common throughout the United States. That is the practice that's done everywhere, all states.
- Savage: Thank you, Paul. So back to Mr. Wellman.

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Wellman: Again, Bill Wellman for the record. Paul is that -- do they do it on two-week intervals? Is that pretty common through DOTs?

Schneider: Very common.

Wellman: Okay. Because in our industry with the locals if you will, Clark County generates a pay estimate and then sends it to us. So we have the same issues at times, and it can go both ways. Sometimes we don't get paid what we should get paid, it just, you know, where some of the problems I see, and I certainly don't want to rant on this by any means. We've talked about this before. When you're talking every two weeks, you know, you're looking at -- by the time you're getting to the doing the numbers, it's a week later, and now you're looking at what did you produce, and when was the cutoff date, you know. It's the pluses and minuses. It's never going to be that perfect world if you will. On a 30-day cycle you take some of that out of it, if you will. Now, I'll give you an example of one that I -- and I don't know which one you were talking about. I don't remember the job numbers, but it was a Lake Mead out in Henderson. It was \$145,000, and it just came back as a negative to us because we paid it -- paid it back, but how I -- the result of that was, was they decided to add some additional box culvert in a drainage issue that happened to be the same size as some other that was a pay item, and they used the pay items themselves to pay for it through the process because the change order doesn't get completed, it rolls back into, you know, the chicken or the egg type thing. Do you do a change order before you do the work, but you can't stop the job to do those particular things. So they rolled that and they paid these particular items, and some were towards the end of the project. They processed a change order for those quantities and it just got paid again as a change order. And then through an audit apparently, that's where it got found out, you know. And keep in mind that it's field staff that's doing these pay estimates, which is fine. They can do them while they're there, but once they move off the job and the job's completed and the change order is processed, you know, it may get lost without being in an audit. So there may need to be -- there's got to be a letter way to look at it, I guess, and see. And that's why I'm suggesting (inaudible) get a few other contractors involved.

Schneider: No, I agree.

Savage: So the next liaison meeting is in June, I believe, the 20th of June. So your proposal, Bill, is to take it to that level first (inaudible) CWG after that.

Wellman: It's my suggestion, just -- and let the contractors and NDOT try to air it out a little bit. This is not one that we've talked about.

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- Dyson: Thor Dyson, district engineer. Jeff, is electronic documentation moving...
- Shapiro: We are still moving forward with that, yes.
- Dyson: So is electronic documentation going to be successful in assisting in some of the these issues with payment of quantities and pay estimates?
- Shapiro: Jeff Shapiro. Well, some of this is going to be my opinion. I know it's going to help out with the close out process, because the computer is going to do all the mathematical work. In theory it should reduce some of the human error elements because humans are really only touching it once. But as Member Martin pointed out several months -- or several meetings ago when we were talking about this, the information -- the process is only good as the information that people input into the system. So whether it's a paper-based system or a computer system, garbage in is still garbage out. So that's something, you know, you need to...
- Dyson: But the mere fact of handling once as opposed to multiple times will certainly reduce those kind of issues.
- Shapiro: The good thing about the system that we were implementing right now is it has a - - it won't allow to pay past plan quantity without some sort of override system. Our current system isn't quite that restrictive.
- Sizelove: Sophisticated.
- Shapiro: No. I don't want to use the word sophisticated. Our current system will pay whatever you put into it pretty much. This new system won't let you pay over plan quantity without an override.
- Dyson: And how old is our current system?
- Shapiro: 1999-ish. I was told it started -- that's when I started -- yeah. It's pretty old. So, I mean, parts of it will still exist, but -- well, the paper-based system is much older than that. But anyways, you know, so I think it's going to get better, but we still got to make sure we stress upon everybody accuracy is key, and if you, you know, you got to put in those quantities accurately.
- Savage: Okay. Is there any other public comment here in Carson City? Okay. Then we'll take a motion to move to a closed session. Do we have a motion?
- Martin: So moved, Chairman.
- Wallin: Make a motion to moved to closed session.

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Savage: We have a second, Madam Controller. All in favor, say aye.

Group: Aye.

Gallagher: Mr. Chairman, while you're still on the record, just for the public to note that the closed session is solely for the purpose of the committee (inaudible) from counsel regarding threatened on actual litigation, that there will be no decisions made during the closed session. It is for receipt of information only, and that after the end of the closed session, the committee will come back into public session for the sole purpose of adjourning.

Savage: Thank you, Mr. Gallagher. And I will take a motion to adjourn the CWG meeting for May 13, 2013.

Martin: So moved, Chairman.

Savage: Do we have a second?

Wallin: Second.

Savage: All in favor?

Group: Aye.

Savage: Meeting adjourned. Thank you.



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## MEMORANDUM

November 28, 2012

**TO:** Department of Transportation Board of Directors,  
Construction Working Group  
**FROM:** Rudy Malfabon, Director  
**SUBJECT:** December 10, 2012 Construction Working Group Meeting  
**Item # 4:** Report on Resident Engineers and Industry Survey Results and Contract  
Change Order Committee (Discussion only)

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### **Summary:**

The purpose of this item is to provide the Construction Working Group with a report of survey results that were taken targeting NDOT Resident Engineers, the contracting community and construction administration processes.

### **Background:**

Four surveys are being conducted to identify areas for process improvements in construction administration. Two surveys (Resident Engineers and Contractors) are complete. Two additional surveys (contracted construction administration and NDOT divisions) are underway. A committee was formed consisting of representatives from the Construction division and each of the three districts to review the change order policy.

### **Analysis:**

Not applicable to the subject matter at this time. Informational item only.

### **List of Attachments:**

- a. NDOT Resident Engineer survey
- b. Contractor Survey
- c. Final Report RE Meeting
- d. Appendix

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

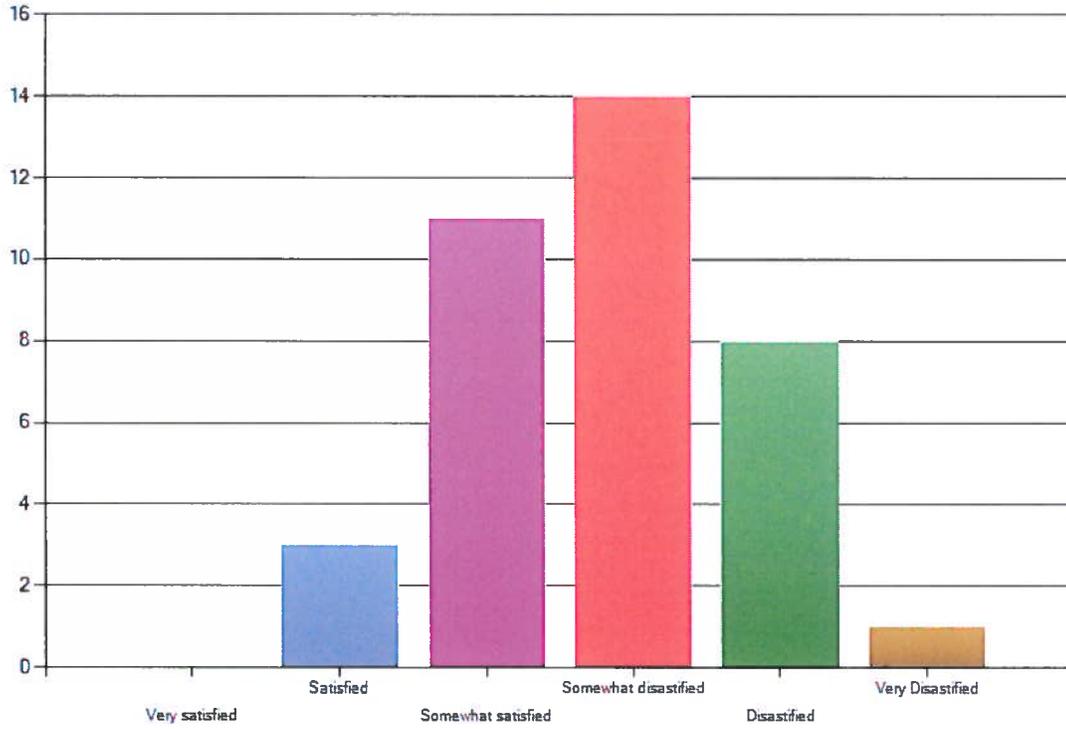
Informational item only.

### **Prepared by:**

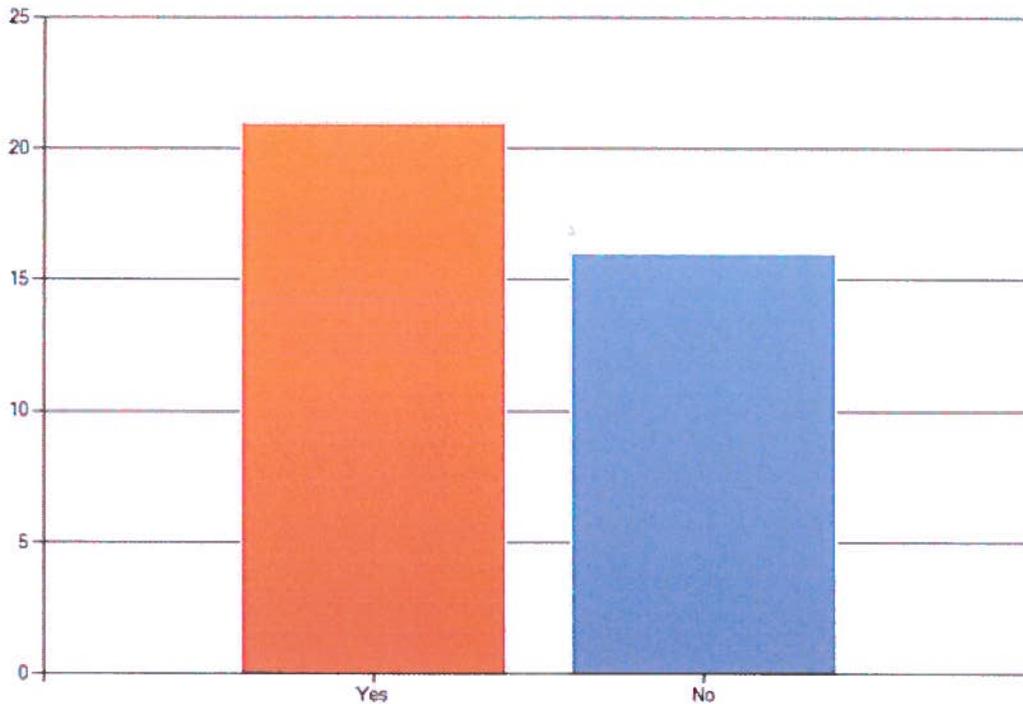
Tracy Larkin Thomason, Deputy Director

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**How satisfied are you, in general, in the quality of the final plans and specifications you receive for construction?**



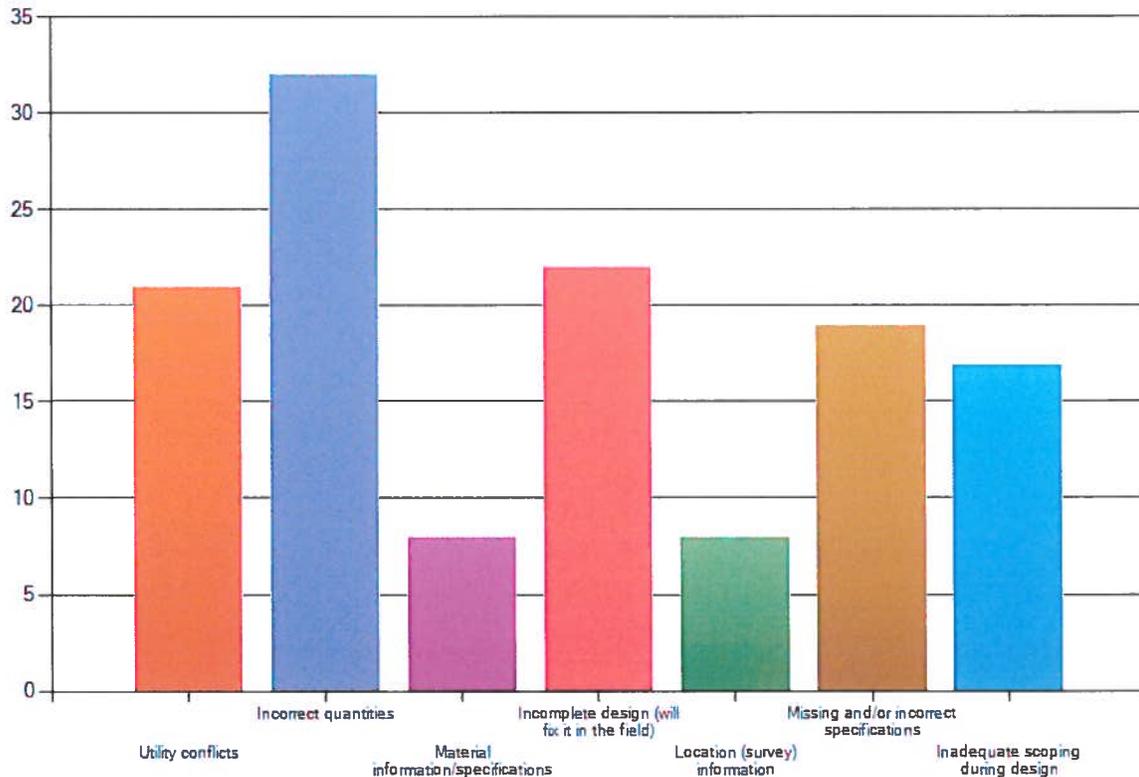
**Are your plan and specification review comments incorporated into the final set of plans on a regular basis?**



- Not sure, maybe someone decided it may cause other problems.
- No follow-up communication among Divisions.
- It has been the experience of this crew that the projects are being processed so quickly that often the review comments are not included. There is very little time between the 60% and 90% reviews and once we receive the 90% review it is often much too late to process additional changes which should have previously been addressed. On a regular basis we are given very little time to review plans during a heavy construction season where we are preoccupied with current contracts. Additionally, we may not actually know the crew assignment for a project and we are not able to have a consistent review from the crew that will actually do the work when the contract is let.
- RE's need to be assigned projects early on, so they can be involved in the Design process.
- Sometimes we are not given the opportunity to review the plans and specifications.
- We aren't given enough time to fully review the plans and specials. We often receive them 1-2 days before the review.
- Only to the extent we are allowed time to make the reviews. Insufficient time is allowed typically for the Construction Crews to provide an adequate review of plans and specifications.

- Not sure...
- sometimes incorporated but not always
- We have agreed in the 90% review on issues with all in attendance and then the plans/specs come out with incorrect or intentionally changed specs. This issue, for example, would be "drop dead date" verses working days.
- Some minor items are not incorporated but if you send a memo or attend the meeting the major changes are incorporated.
- They are usually not solicited.
- Typically, the crews (specifically throughout District III) do not receive a preliminary PS&E package with enough lead time with which to perform a proper review. Given the workload the crews are faced with throughout the Construction Season AND Closeout Season (keeping in mind seasonal training and instruction of new and existing employees as well as approving leave time accrued during the Construction Season, one or two weeks for review just does not suffice). Additionally, we do not gain much by dropping the tasks we are currently performing in order to review a set of 60% plans and specials when we are uncertain the job will go to bid.
- Sometimes no explanation is given but often it simply appears that not enough time has been allotted for distribution and review of plans, and for incorporation of review comments into the final plans, and the plans are just rushed through in order to meet a bid date.
- Often not given the plans early enough. Even if we comment, the response is it is too late to add to the plans.
- Good Question. Comments are often the result of something missed up to that point, and then no one is willing to commit to a "last minute fix" because it might delay the project date. We are often asked "Can't you just fix that in the field?"
- Mostly, although sometimes we have to remind them to include comments on subsequent reviews.
- Sometimes. It has been seen over and over that the lesser important comments/changes are left in the specs/plans but the very critical changes/comments are almost always removed by the 100% set.
- Majority of the time it is but on occasions it "seems" that they are intentionally left out.

**What contributes to the largest plan and specification issues you encounter during construction?**

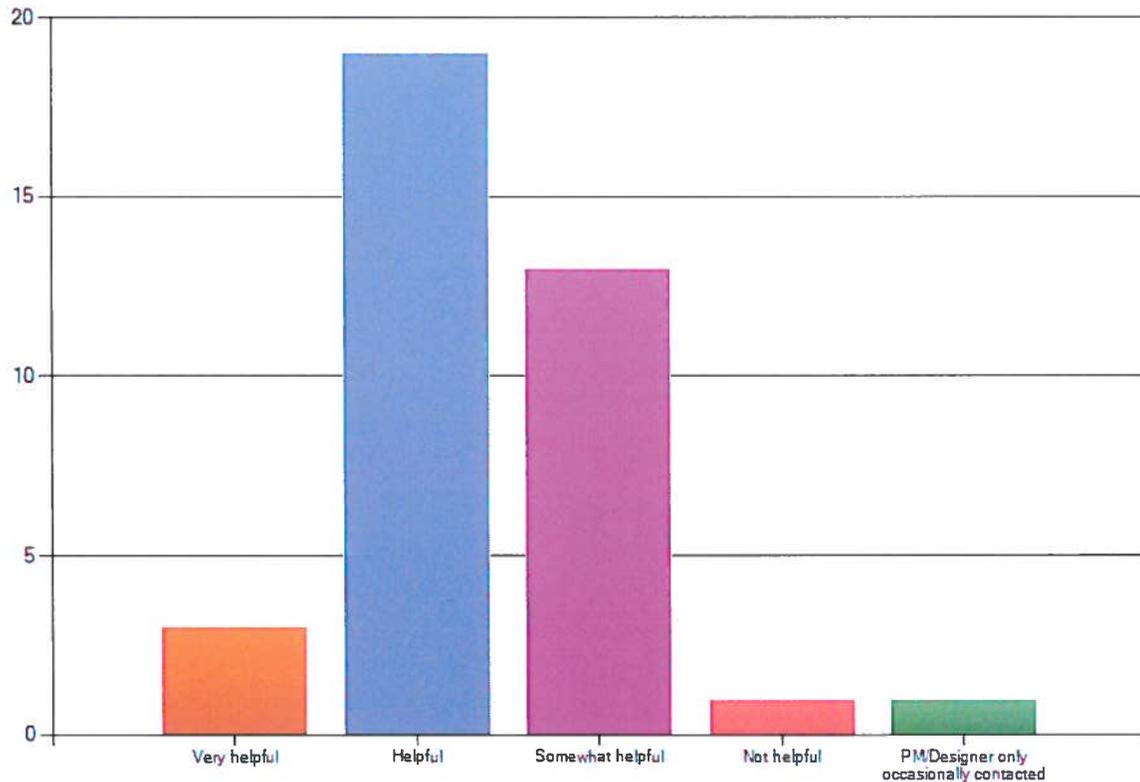


- Lack of quality control, designers lack of construction experience and lack of details
- Inadequate verification of existing conditions.
- Often there is a conglomerate of several of these items.
- Hydraulics. No or miscommunication between divisions.
- Why are the earthwork quantities now placed on the regular plan sheets? They use to have their on place in the plans with the profile elevations. This causes too much confusion if you ask me.
- There is some conflicting information on plan sheets, the "3" sheets, and also with the structure list.
- The main problem with plan review is that construction crews and District don't review their plans like they should. They have to take ownership and do the review and attend the meeting.
- Lately, (meaning within the last 2 or 3 Construction Seasons) our crew has dealt with enough major plan quantity and location busts to put us on notice that we now are not only responsible for the construction of the project, but we must constantly beware of situations in which we will be obligated to field-engineer the issue. This implies increased vigilance and additional work for my inspection caste whom are struggling with the current workload, as it stands. The kicker is

that the bulk of these types of issues don't roll around; they leap right out at us with little to no advance warning. This is where delay claims and the like arise to hinder project progress and distract all involved from appropriately stewarding the taxpayer dollar.

- Designing projects using Google Earth instead of an actual field review where the designer goes out and looks at the project site.
- The designer needs to confirm the existing conditions and not rely on as-builts or outdated information. This requires site visits with enough time to actually verify the existing conditions and existing material dimensions, etc. Sometimes it may take destructive testing, but I believe it will save money in the end -- a lot of money, because it will reduce change orders, which can be costly.
- Lack of understanding by Specifications Personnel tasked with duty of writing specifications. Specifications is tasked with writing specifications on things they know nothing about and while they give it a try, many times it takes several revisions or time on our part to actually write specifications for the specifications.
- common sense in design and fitting field conditions.
- Scope of drainage facilities on Geiger grade was under analyzed prior to bidding  
Scope of intersection widening at McCarron/N Virginia was under analyzed

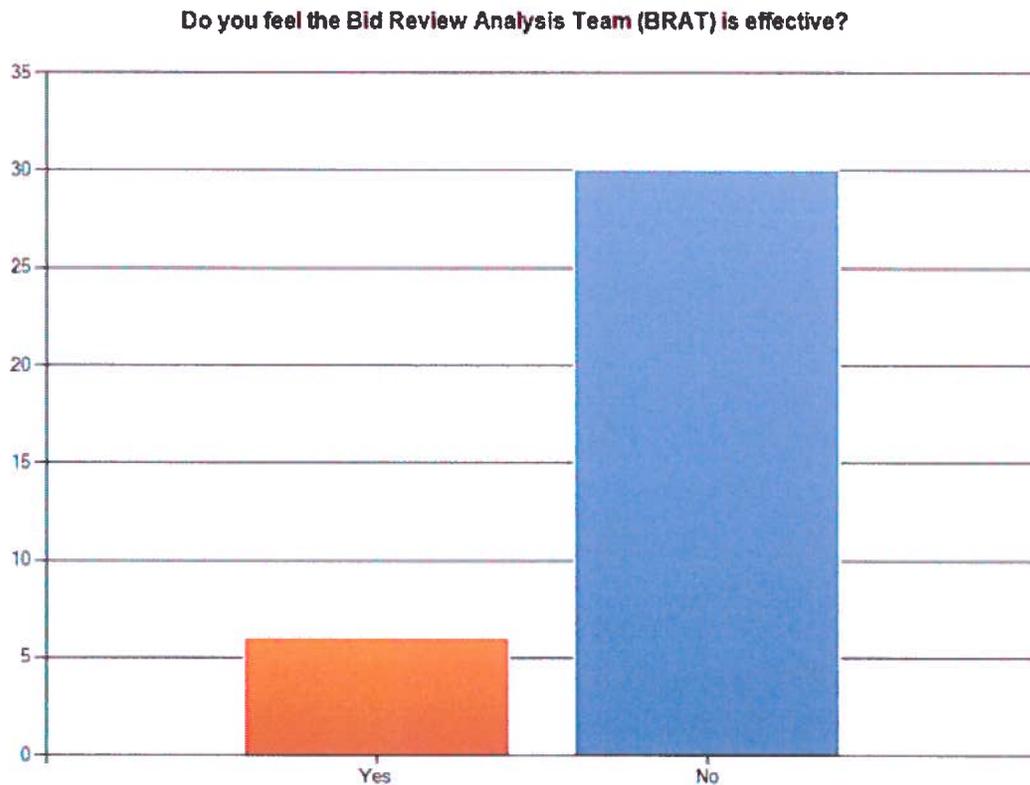
When contacting the project manager/designer for design intent, change orders, quantity overruns, plan discrepancies, etc. the information provided is:



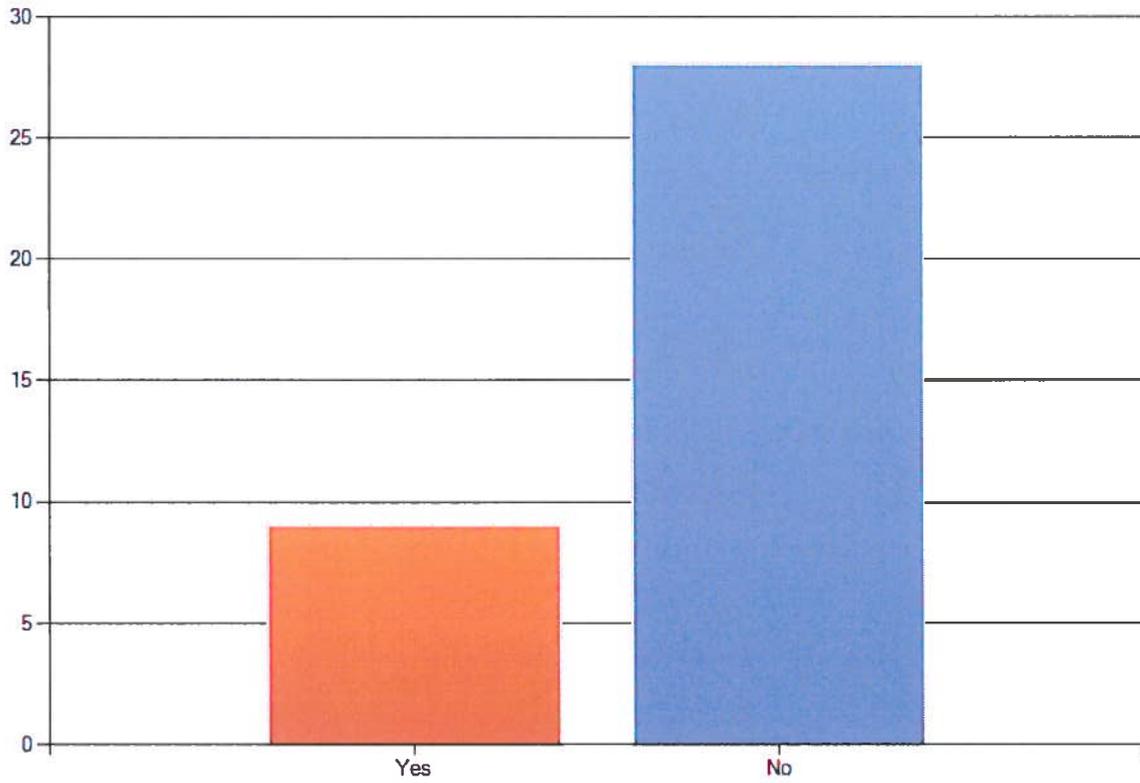
- Very supportive to all the questions, however, that does not eliminate change orders.
- In house design is more helpful and quick to respond than Consultants
- It is often very difficult to obtain a straight answer from the design groups; especially when there is a perceived assignment of errors & omissions.
- PM's in district 1 non existent
- Normally don't use them that much. Most of the time we have to go with what is in the plans. They could have intended something else but unless it is an easy or no cost, the change is not made.
- In the past when issues required address by Change Order, I have found Design and Bridge to be somewhat unreceptive to taking responsibility for Change Order Requests, especially when it is apparent the issue is a quantity bust or design error/omission. The problem I have is that we in Construction are expected to step up to the Change Order plate at a moments notice for any issue that may require address. It is reasonable to expect the same from the respective divisions, specifically if the issue originates from that particular division.

- Usually the designers/PM are helpful, but it would be better to get it right the first time.
- Depends on the Designer. Some are helpful, but most enter a defensive mode and cannot seem to accept they may have been in error.
- Some are helpful, others can't be bothered after it's to construction.
- It depends on which section is wearing the PM hat.
- The designers are very helpful and for the most part very efficient. The project manager section of NDOT that I have worked with are non-existent on projects and very uninformed about the projects during construction. Project management usually appear for the Pre-Con and show up for the Opening to get their credit. NDOT's biggest mistake in my opinion is the creation of this section that is totally unnecessary and inefficient. Words cannot describe what a waste of taxpayer money this PM section is and should be cut from NDOT's budget. They appear to be very inexperienced and lack the knowledge required to be a successful Project Manager in dealing with issues that arise during construction, which is why I consider it a fatal mistake to give these PM's authority over the construction phase of projects.

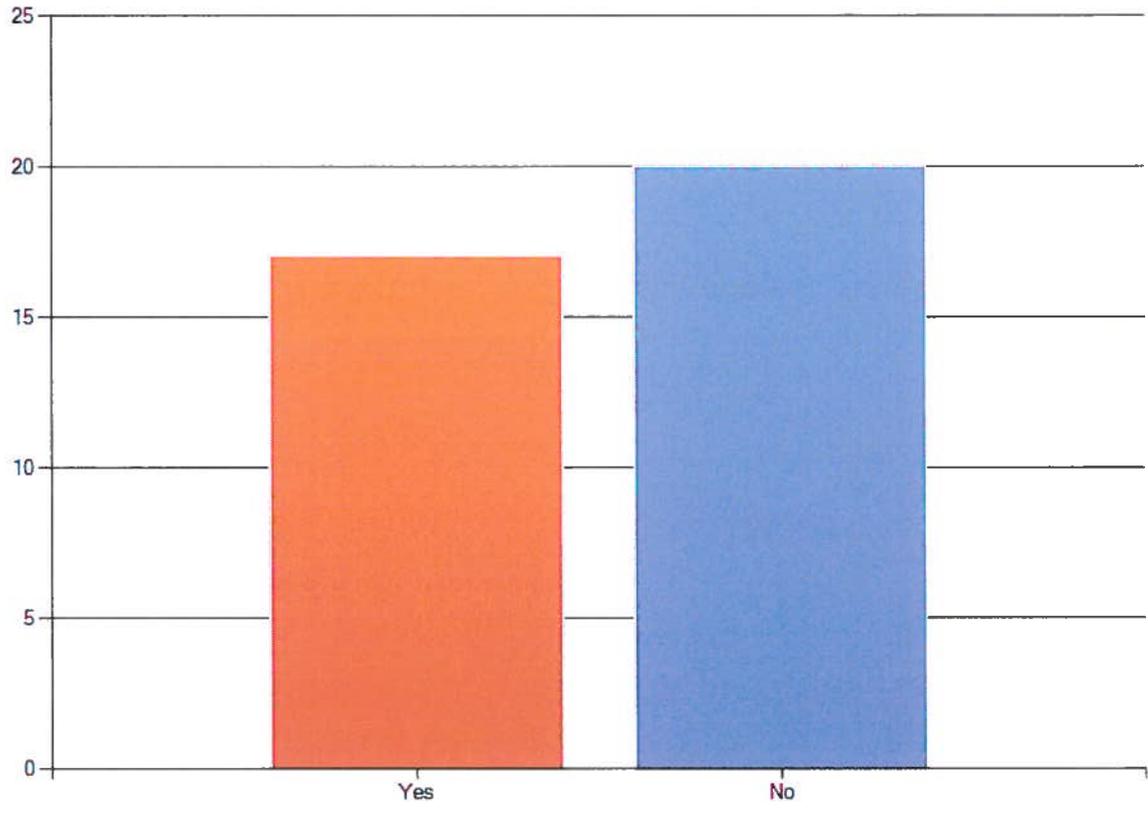
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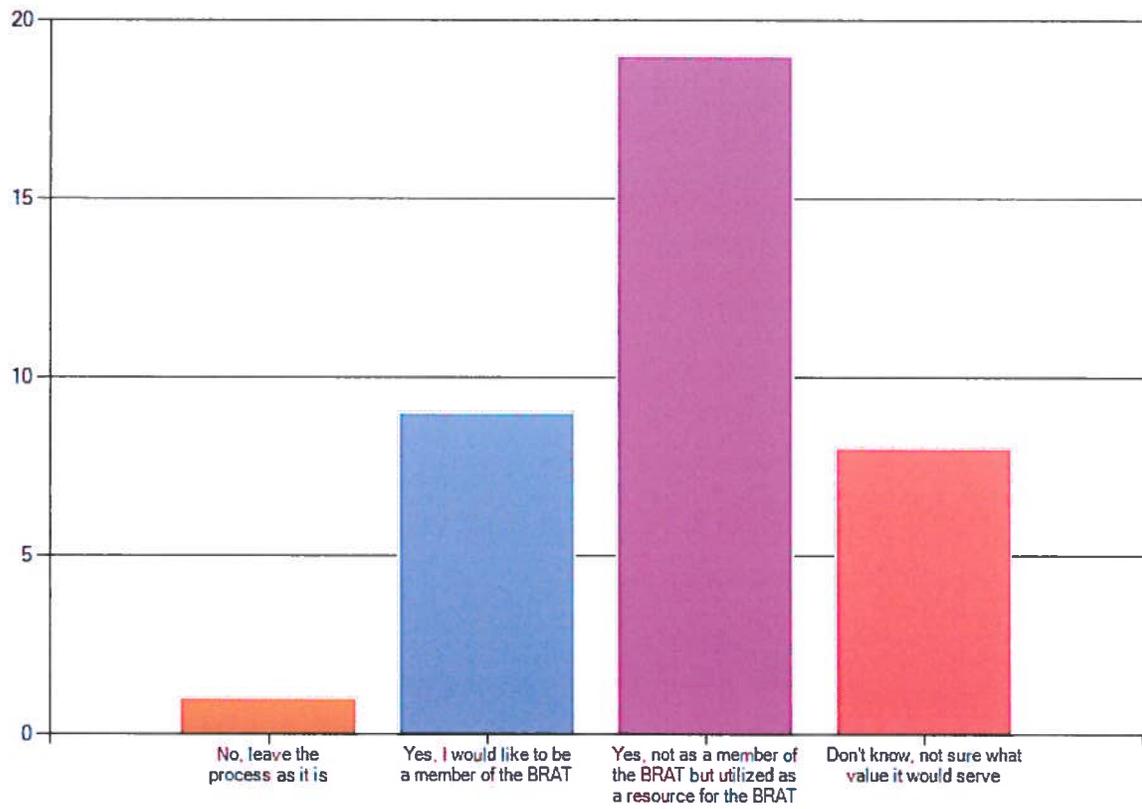
**Do you know who is on the BRAT and who to talk to if you have questions or concerns that you would like to have the BRAT discuss?**



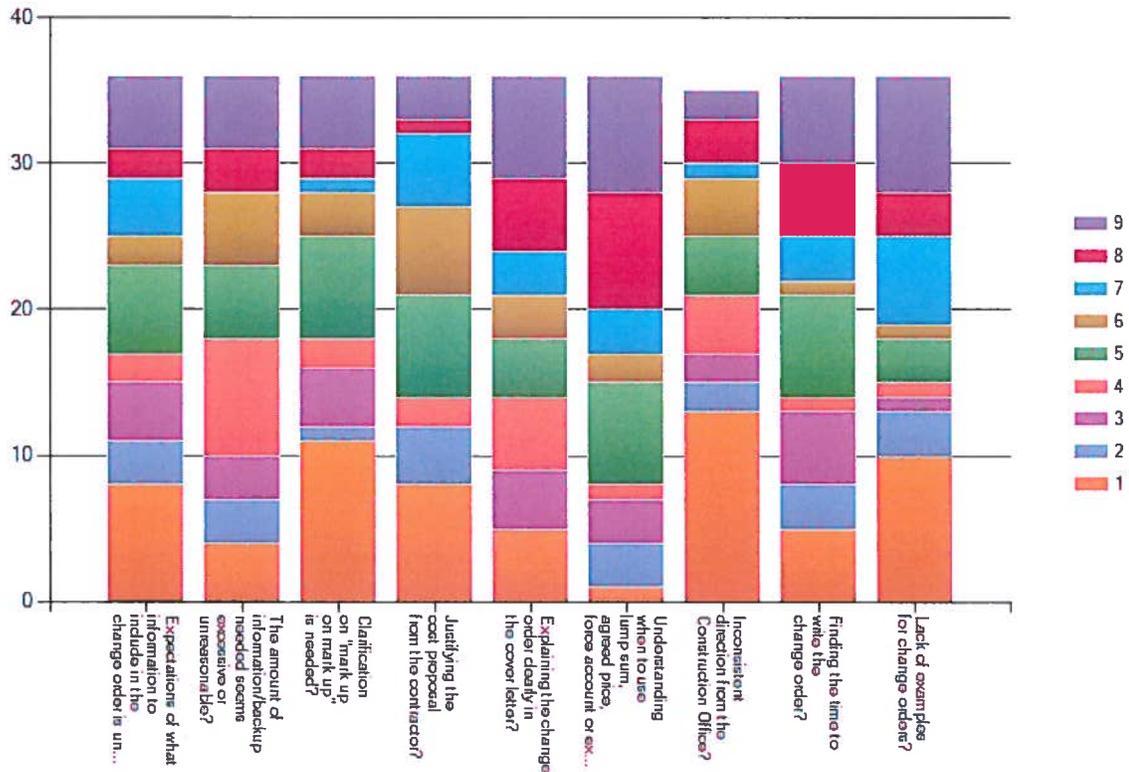
**Are you aware there is a documented procedure the BRAT utilizes when analyzing bids?**



**Do you see value in the RE being a member of the BRAT?**



**What do you perceive to be the largest or most aggravating issue in writing change orders? (1 is most aggravating, 9 is least aggravating)**

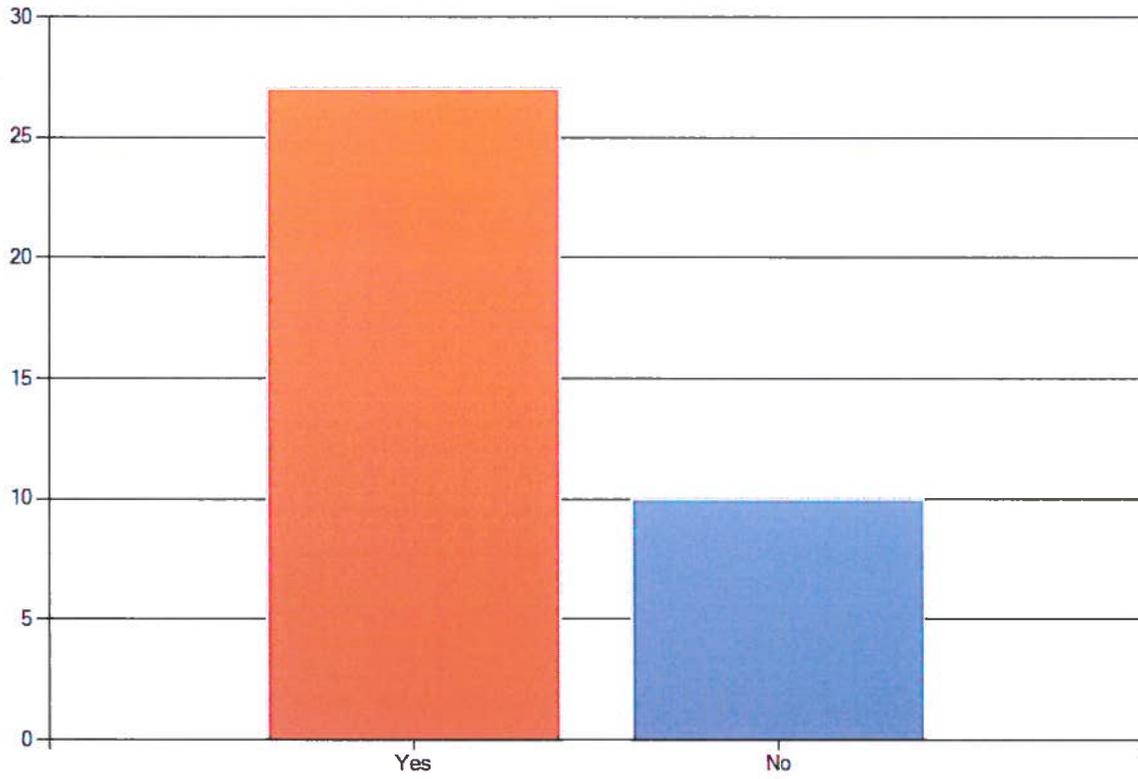


- This process is aggravating and takes too long, sometimes decisions need to be made immediately in the field to proceed with the construction
- Due to the lack of guidance and inconsistency by the Construction office, our crew is left confused and unsure of what is included in a change order. Furthermore, the Construction office has failed to answer change order questions from the past 2 annual RE meetings.
- Negotiating with the Contractor. Their cost proposal are frequently higher than Reasonable Bid Items Prices for similar work.
- TURN AROUND TIME WAY TOO LONG!
- Inconsistent from District as well.
- The change order process and construction office are not consistent
- Draft policies that never are never finalized don't help. There was a change order class but it made me feel that Construction is now free to blame the RE/ARE for any problems with change orders because they are now trained. I didn't think the class was very helpful. It was not organized and didn't give you clear examples of what was wanted.
- I do realize that there are likely not 2 Change Orders in existence that are exactly alike, yet sometimes it would be more effective to have an example to

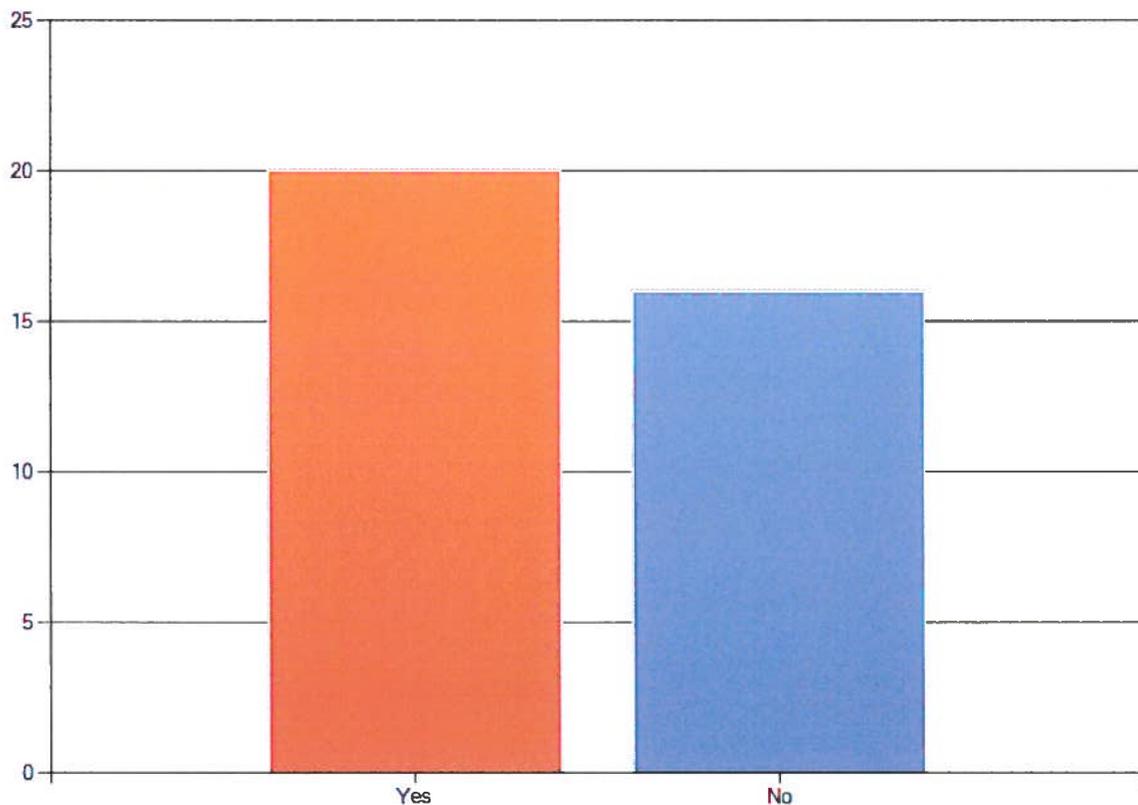
draw from rather than be forced to pull my HQ Construction constituency away from their duties to answer a question that I could discover for myself.

- I don't understand why we can't use agreed lump sum price change orders, and convert FA to agreed lump sum price. If we track the hours, materials, etc to almost the same degree as we would with a FA, why not make it easier on everyone and much faster, and let us negotiate an agreed price?
- There is no clear direction on change orders up to and including when direction is given and it is followed only to have change orders returned because they were not filled out correctly when the construction office is who gave the direction. It seems they deflect any kind of responsibility for the broken system. Perhaps the problem is they have too many supervisors and not enough workers.
- Department needs to adopt TRO criteria instead of dodging the issue --- we are quick to charge LD's if the contractor runs over but we are loath to pay TRO if the contractor runs over because we keep adding work to the project. Lets be professional about it and address as it should be addressed instead of living in denial.
- Hard for me to comment due to becoming an Assistant Resident for a few weeks.

**Are you often forced to execute a prior approval because you feel the change order process will take too much time?**



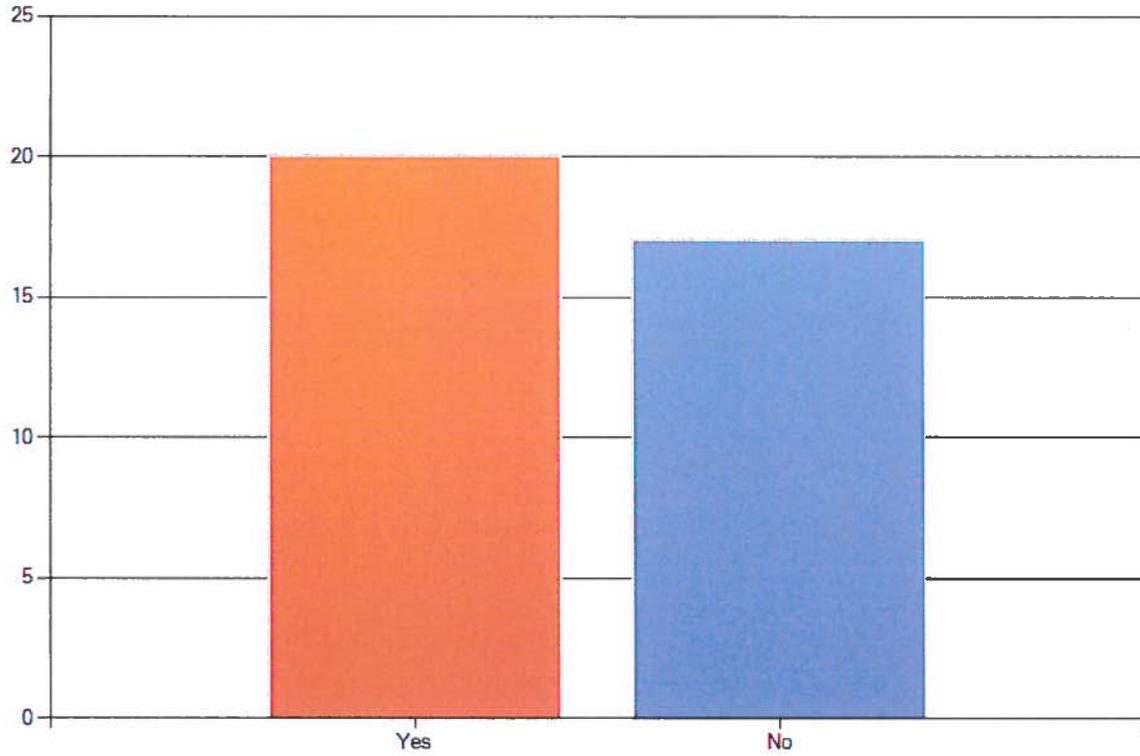
**Do you feel that there is too much scrutiny on prior approvals and change orders?**



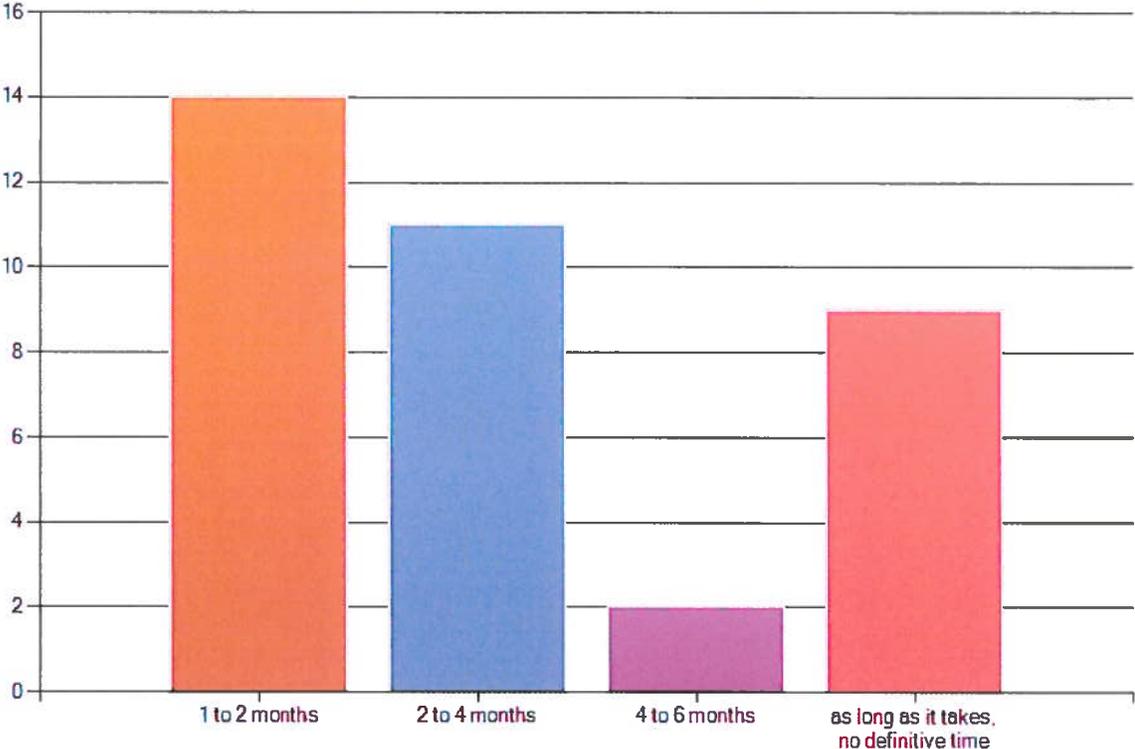
- The scrutiny is definitely affecting the change order process, The priors are relatively easy, this is why we go the prior route
- No consistency, no communication
- there is no communication between the front office, departments, and others involved in simplifying the process. The idea is to have revisions kept to a minimum.
- Depends on how "extensive" or "expensive" the change order is. Review and approval is definitely necessary. The time it takes to process the paperwork impacts the Department and the Contractor.
- These need to be justified through a streamline process that is uniformly applied across all districts.
- Priors are necessary so the work may begin.
- We need to strive for consistency throughout the Districts, but it starts with the Construction Office.
- Typically if the Resident Engineer determines a need for a change order, there is no need to be second guessed by someone unfamiliar with the project. If the Department is pushing for handling project issues at the lowest level possible, it makes little sense for persons above that level to interfere with the process.

- Construction doesn't have enough field experience to understand most change orders. If the documentation is not performed how one individual would perform it, then it is incorrect in his opinion
- I feel that it is very important to establish why we are making the changes and to justify them.
- Change orders are very important. The problem is that you have to get so many people to agree like Materials, Design, Structures, Construction, and District that it takes forever to get a decision.
- It is necessary to monitor these money items because it is a reflection of the exercise of due diligence regarding the stewardship of the taxpayer dollar.
- Sometimes there is too much scrutiny on simple change orders that you wouldn't think should require all that scrutiny. Like removal of unsuitable material from the subgrade. Too much scrutiny, when it isn't warranted, can result in unnecessary delays to the Contractor and this can result in claims being filed.
- Yes and No, I feel that for priors the scrutiny should not be as in depth. The scrutiny for the actual final change order is needed for the feds to accept the change order.
- I'm going to say yes, but my real answer is sometimes yes and sometimes it is about right. Scrutiny is ok, but we need a fast process. Second, I thought we were not allowed to use prior approvals any more, so Questions 10, 11, 12, 13 seem to be moot points.
- Scrutiny may not be the correct word. We all need to make sure there is a check and balance system in place to prevent abuses or overlooked items. The issue comes, especially on priors, that the expectations for level of detail is often too high. Priors are the primary tool to allow the project to move forward at the lowest possible risk to the contractor and agency until such time as the uncertainty can be cleared up.
- On Prior Approvals Yes on change orders no, the scrutiny is there on CCO's because we need the feds to participate.
- Heavy scrutiny is desired because it is a great tool in producing a quality document.
- Hard for me to comment due to becoming an Assistant Resident for a few weeks.

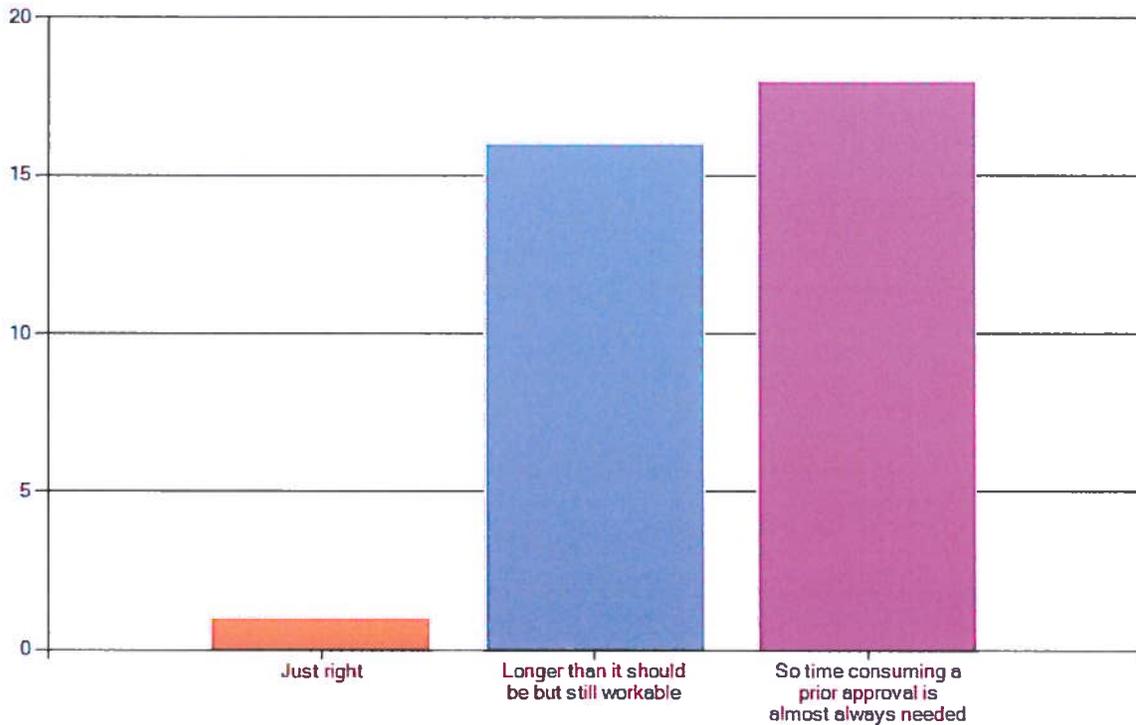
**Do you feel the amount of time between when a prior approval is executed and when the Resident Engineer needs to submit the change order to the Construction Office is reasonable as defined in the Construction Manual (30 days)?**



If you were able to define the time period between prior approval execution and change order submission to the Construction Office (understanding there are always circumstances which affect timely execution, but looking at the average) should the amount of time be:



On average, the time it takes to execute a change order is:

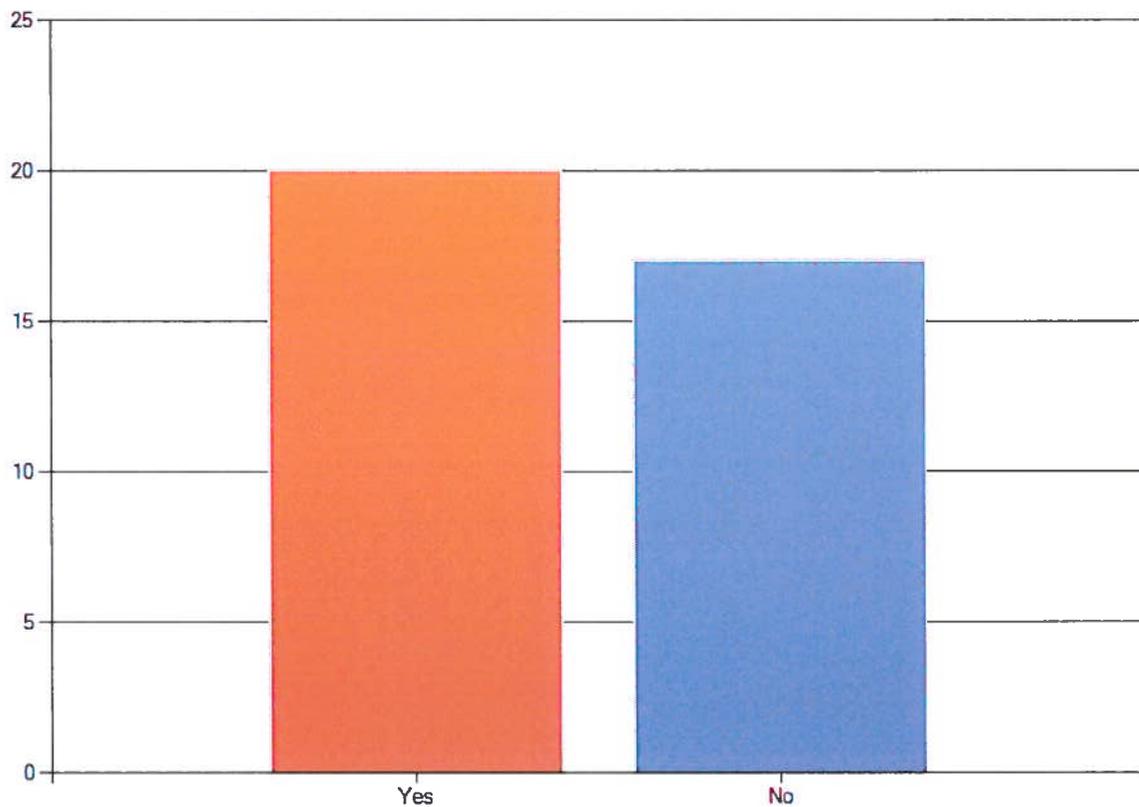


- If the system is not improved soon, a prior is always needed to finish the job on time and minimize delay claims
- 30 days
- I believe that given all of the documentation required to justify the change and research applied by the R.E. that a two (2) week turn around is very reasonable.
- Depends on Change Order.
- There are obviously many different variables that play into the execution of a Change Order. In my opinion, the most important aspect of a Change Order is to not delay the Contractor when adding additional work to the contract. For this reason, a prior approval is usually executed in a more timely manner and allows the Contractor to proceed until a change order can be fully executed. Often, we do not know what the final Change Order cost will be until the work is complete because quantities must be tracked during the Change Order construction. On a project with federal funding, FHWA will tell you a prior approval to them is required for every Change Order if they are going to participate in the costs. We need clear direction on the Prior Approval process and when a Prior Approval should be written or not.
- When work is on going, we have to use the fastest means possible. So far that has been a prior.
- I believe a 5 business day turn around time (unless there are extenuating circumstances) is sufficient enough. When unexpected work is encountered on a

project, it is essential that the project schedule not be impacted. Failure to execute a prior approval in a timely manner has the potential to significantly impact the project schedule. If a prior approval takes weeks or months to be executed, the Department should simply require full execution of a contract change order and suspend all contractor operations until the order is fully executed, and forgo the prior approval option.

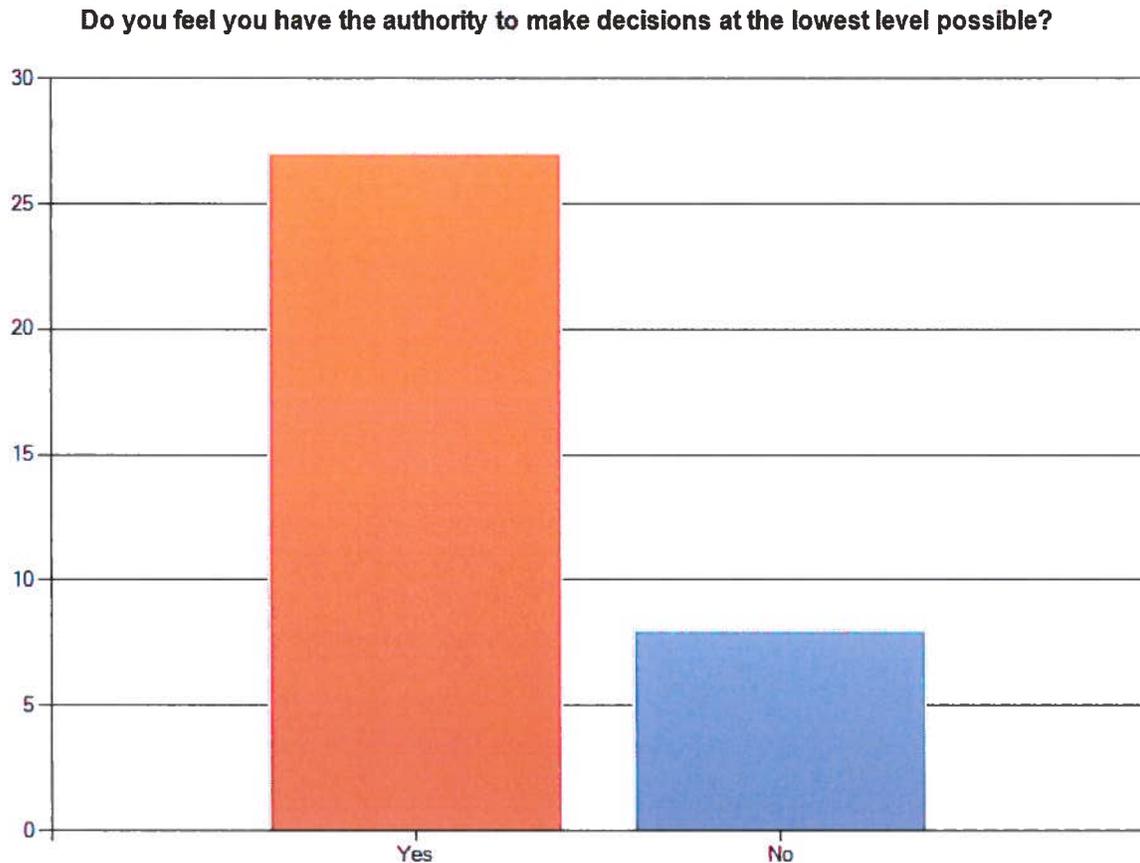
- 6 months
- Any time frame would be good. Right now it takes anywhere from 1 month to 3 months. I don't think it should be more than 4 weeks.
- If the RE has a recommended time frame for prior to CO of 30 days, the process to go through HQ should be similar. But it does depend upon type of changes needed.
- It really does not matter what I believe to be a reasonable time-frame. We must all first understand the workload that the Construction Office is under before attempting to dictate the time lines with which to assign these tasks. Too many variables involved.
- Well I have worked with ADOT, CATRANS, and NMDOT and the turn around for change orders for them range from a week to no more than 3wks.
- I assume this to mean a "verbal prior approval" because I understand that we are not to submit priors any more. I think it is rare when there is enough time to get a change order executed without delaying the contractor. In order to keep the job moving and avoid the tremendous potential costs of delays, there needs to at least be a quick discussion and email approval from HQ to direct the contractor to do the work.
- If the amount of time to execute a CCO takes more than a few weeks the process is broken. NDOT cannot expect to "hold" an issue in the field for several months, awaiting a COO's execution, when the entire construction season for temperature dependant activities is less than six months.
- 2 weeks
- Hard for me to comment due to becoming an Assistant Resident for a few weeks.

### Do you feel the issue escalation process works well?



- The logic and fairness and the right thing to do are sacrificed by the system to the contractor behalf almost always
- It's just another avenue that the contractor's are using to get what they want....majority of the time, the escalated resolution is about making the contractor happy rather than focusing on the contract requirements and/or facts related to the issue.
- It helps resolve issues at the lowest level possible
- Still waiting for a decision on an escalated issue sent to the Construction Office in early Fall.
- Just because it becomes a "business decision" when it gets escalated, doesn't automatically mean it can't be a good one.
- The escalation process is effective when the escalation is completed in a timely manner. Again, long delays in final processing of an escalated issue hamper Department/contractor relations and ultimately the project.
- When things get escalated they seem to go up and then back down with no resolve. When an issue is resolved the burden lies on the one who escalated the issue to justify the resolve that they did not agree to.

- Because the few times I have used it, it hasn't worked. The times it was escalated to District and Construction, they sit on it and don't do anything in a timely manner. The other time I had to contact and negotiate with the contractor's management and came up with a resolution. Then I had to go to District and get them to buy in on it. Then you have to get Construction to agree to it. The other times it goes up to District and Construction and you don't hear anything for months. Eventually your told to pay something or write a change order but there is no explanation to how this came about and your not involved at all.
- This has improved on last couple of contracts I have worked on. The contractors we have worked with seemed to be willing to try to keep issues at RE and District level, not get escalated beyond District if possible. I hope this is a trend, not just a bit of luck.
- I feel conflicts are escalated right into the contractors bank account
- It works, but not well because it often seems to put all the work right back on the Construction Crew. Often the contractor requests escalation but then refuses to fill out the escalation form, so the R.E. ends up filling it out for the Contractor. When the matter is then escalated the next higher person on the ladder usually immediately requests copies of all documentation and a brief written summary of the conflict which the R.E. (or Super III) will usually have to assemble and then forward up the escalation ladder. Sometimes once all this is done the next higher level then quickly pushes the issue right back down to the R.E. level again with just brief verbal instructions usually leading to a lot more paperwork and combing through the files for the R.E.
- I don't have a problem with it, although I have not been involved in it much at all.
- For small issues, yes, but as the size (cost) of the issue grows so does the number of ways the Contractors find to bypass the system to get their point across to upper levels within NDOT; then it's just a matter of time before the RE's is "advised" on how to proceed.
- contractor is allowed to talk to headquarters with out knowing the facts. and at times even before the issue has been brought to the R.E. and deals are made that are not in writing and told to hte R.E. in timely matter
- From my experience the crews do a extreme amount of work to defend NDOT's position only to have Contractors owners meet with the Construction HQ leadership and get a bucket full of money and disregard all the construction crews input. I appears they make decisions by the seat of their pants without reviewing all the facts a process that has been described to me as a " business decision", the real losers in this dysfunctional mess is the Nevada Taxpayers.
- it seems like it takes to long for the construction to make a decision.
- Not always being used and on a more consistent basis.

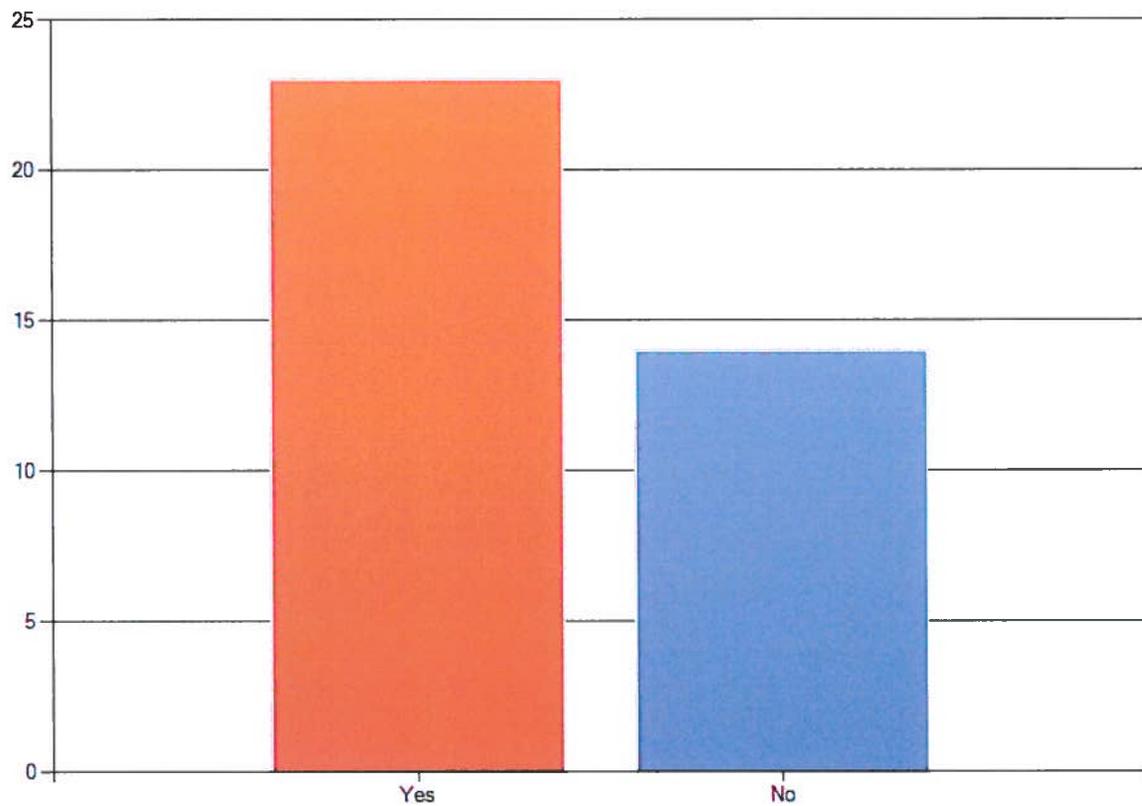


- Decisions are often overturned when the contractor goes over the RE's head.
- Decisions are discussed with the ADE/District Engineer when it is necessary, depending on the significance of the issue.
- Yes, but in doing so, sometimes comes with criticisms from upper management, in the form of micro-managing issues that the field crews are typically better acquainted with.
- If contractor doesn't like answer at lowest level they will bypass the escalation and go to construction for a decision and construction decisions are not always made utilizing the individual circumstances or with regards to specifications
- Because you have to get everyone to agree on it or you will be second guessed or you have to change your decision. District, Jeff, and Rick's decisions are final and you better not be on the wrong side of them.
- It varies, at times yes but at other times it seems like we are being micromanaged.
- Yes, but only regarding minor and low cost issues.
- I feel that even an LOA needs to be submitted to HQ as a DRAFT for approval before signing it. I feel I have authority, but that my decision very likely could be second guessed, so it is good to get pre approval.

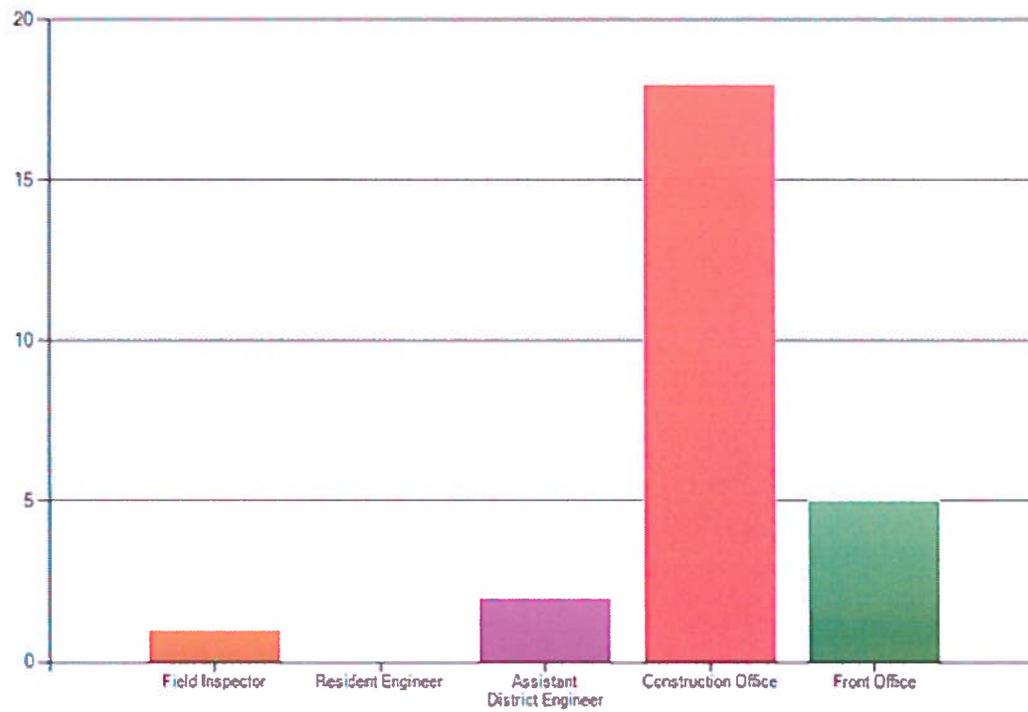
- Depends on the Issue and its cost and political impacts.
- This question is not clear. Having authority would mean making a decision at the highest level possible for the position.
- Hard for me to comment due to becoming an Assistant Resident for a few weeks.

17

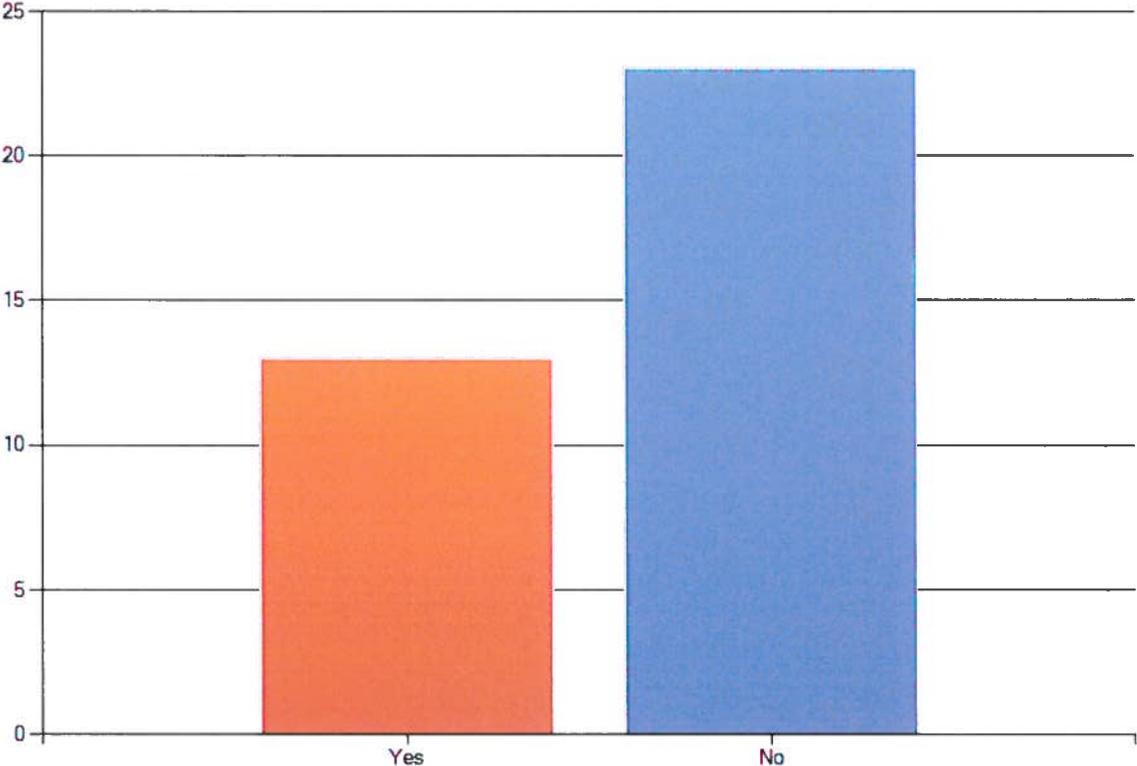
**Do you feel the time frames for issue resolution are adequate and generally followed?**



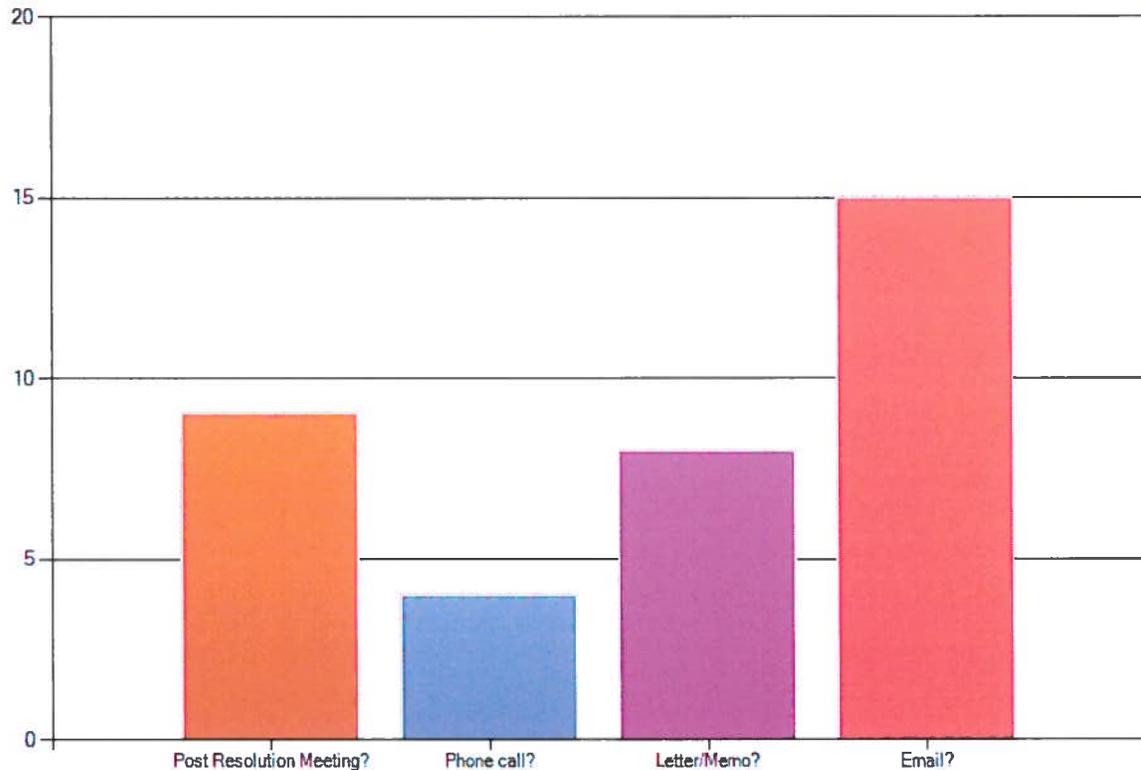
**If you do not feel the Issues are resolved timely, and according to Issue Resolution Ladder, what part of the process do you feel the timelines fails?**



**Do you feel you are kept in the loop about issues/decisions that have been escalated above the Resident Engineer level?**

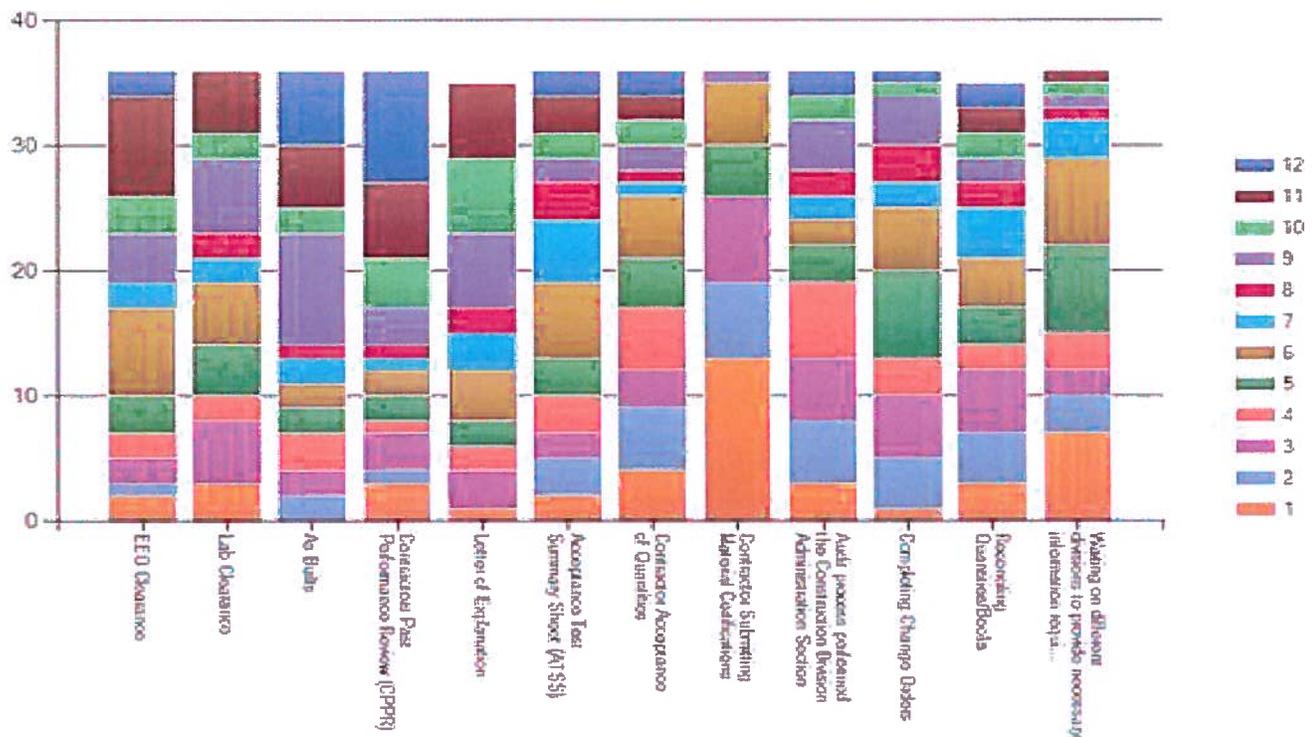


**How would you prefer to be notified of decisions escalated through the issue resolution process?**



- No preference, just notify me
- I would like to Q & A to understand the decision for future reference.
- Phone call first with an explanation followed by a Memo for the RE and District files.
- From Asst. District Engineer
- A phone call and then an email is always best. Then you get to hear and discuss the decision and you get something in writing.
- This mainly pertains to matters escalated above District level. Current District III administration has always given me reasonable feedback on decisions escalated to them.
- phone call is ok also, whatever is easier for the HQ.
- It needs to be personal. RE's often find out from the contractor's personnel who were "allowed" to move up the escalation ladder with the issue.
- Virtually any communication would be a vast improvement.
- I feel that the lower level should be fully engaged throughout the process.
- Actually all of the above would be great.

**What do you think is the most difficult element of closeouts? (1 is most difficult 11 least difficult)**

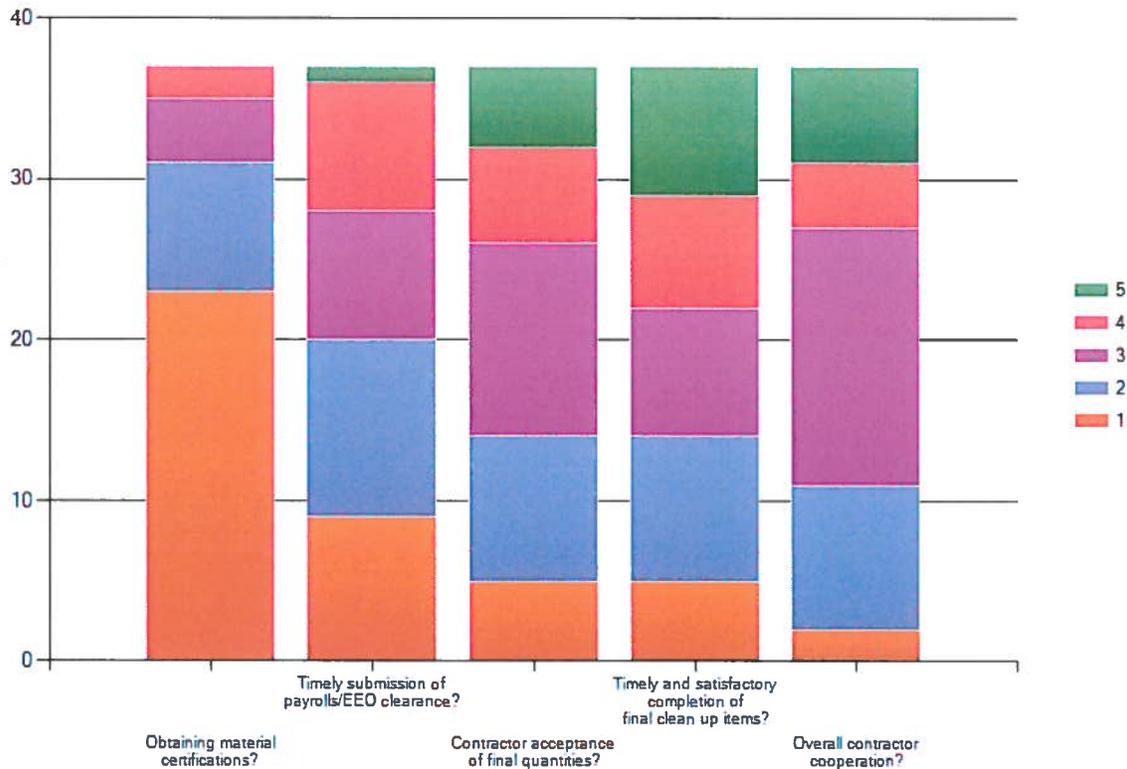


- Long and complicated process, it should be stream lined and reduced to only few steps to be determined.
- Pit release and guardrail review - why are we responsible for doing other divisions jobs?
- Gets frustrating when we turn in closeout materail and it get lost in the process, and we resend it again then it surprisingly shows up that we sent it in after the telephone closeout.
- books/back up data are incorrect because of consultants and/or our employees only have 1 year of experience.
- This varies with the contract. Some contracts have change order issues while others have cert issues. The thing we have been waiting on lately is the test results on the striping materials. This is usually one of the last items performed and then it takes a couple of months to get results. Jan and Pat in contract compliance are easy to deal and get things done quickly.
- Every contract is unique and somewhat different in what it requires. A \$100K landscape job is radically different than \$25M of new construction, but our documentation, closeout and pickup process are not flexible enough to provide functional flexibility across the range of projects we manage. The one form, one method fits all mentality makes the entire process more difficult than it needs to be.

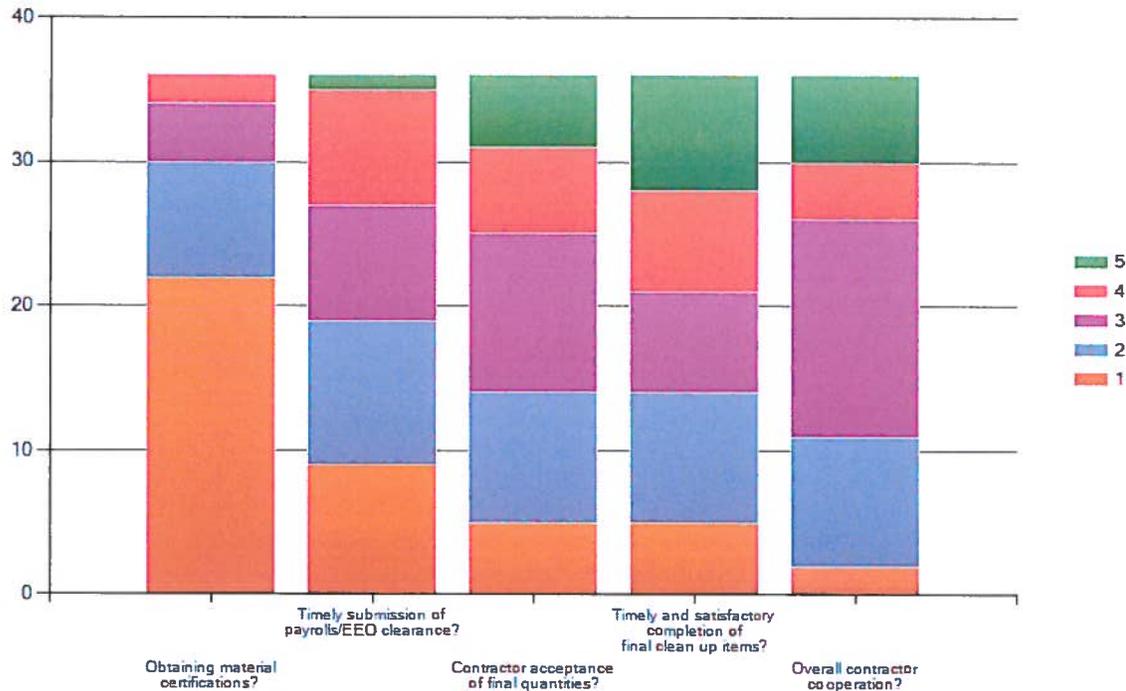
- Getting Lab Clearance is like pulling teeth and seems to take forever, therefore jeopardizing the timeliness of the closeout process. ATSS accuracy seems to be in question much of the time and should be reviewed for accuracy before submittal to R.E.
- The BRAT not rejecting obvious unbalanced or bad bids. Bids are never rejected even when they are obviously unbalanced or bad. We have heard contractors state as much to the point that they will bid ever item at one dollar and then file a claim against the department. It is very unfair to honest contractors to accept bad bids.
- The whole process is extremely cumbersome and inefficient. Doing documentation in paper books is outdated.
- Hard for me to comment due to becoming an Assistant Resident for a few weeks.

22

**What are the most challenging elements in working with the contractor to close out a contract? (1 is most challenging, 5 is least challenging)**



**What are the most challenging elements in working with the contractor to close out a contract? (1 is most challenging, 5 is least challenging)**



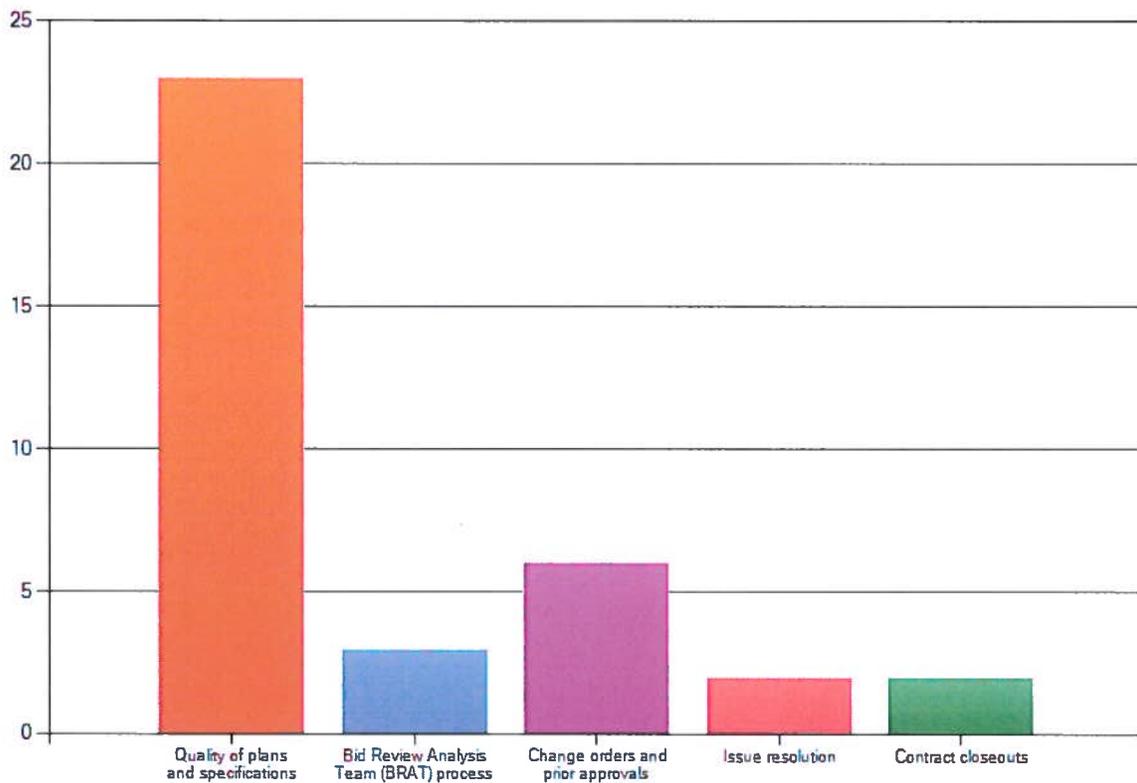
- Resolving outstanding issues.
- This varies with the contractor. Some contractors are great with certs and others are not. Some have issues with payrolls. Others never do the final clean up.
- Hardest is often getting invoices and that type thing to support completing the back up for force accounts.
- These comments are in relation to Question #23 as there was no comment box for it. The most important thing management could focus on for improvement is not a specific area, but the entire process of construction management. The quality of plans/specs continues to deteriorate, and theoretically if you improve this area, everything downstream would improve as well. The BRAT process needs serious evaluation (when's the last time the findings/recommendations of the BRAT were actually sent to the RE/ or even communicated with an RE?)(When's the last time the BRAT actually recommended rejection of an individual bid?) The change order and prior approval process appears to be "governed" more by emotion and personal preferences than by doing the right thing for the project. A holistic process improvement is what is needed, we are so focused on executing an individual process correctly we lose sight of the bigger picture.
- Contractors are not as cooperative as in the past with construction crews since the new regime took over, they know all they have to do is go complain to construction HQ and get a very nice business decision. In regards to question

23, they need to improve in all those areas, they are all important and all leave much to be desired.

- Hard for me to comment due to becoming an Assistant Resident for a few weeks.

24

**What is the most important area you would like Management to focus on for improvement:**



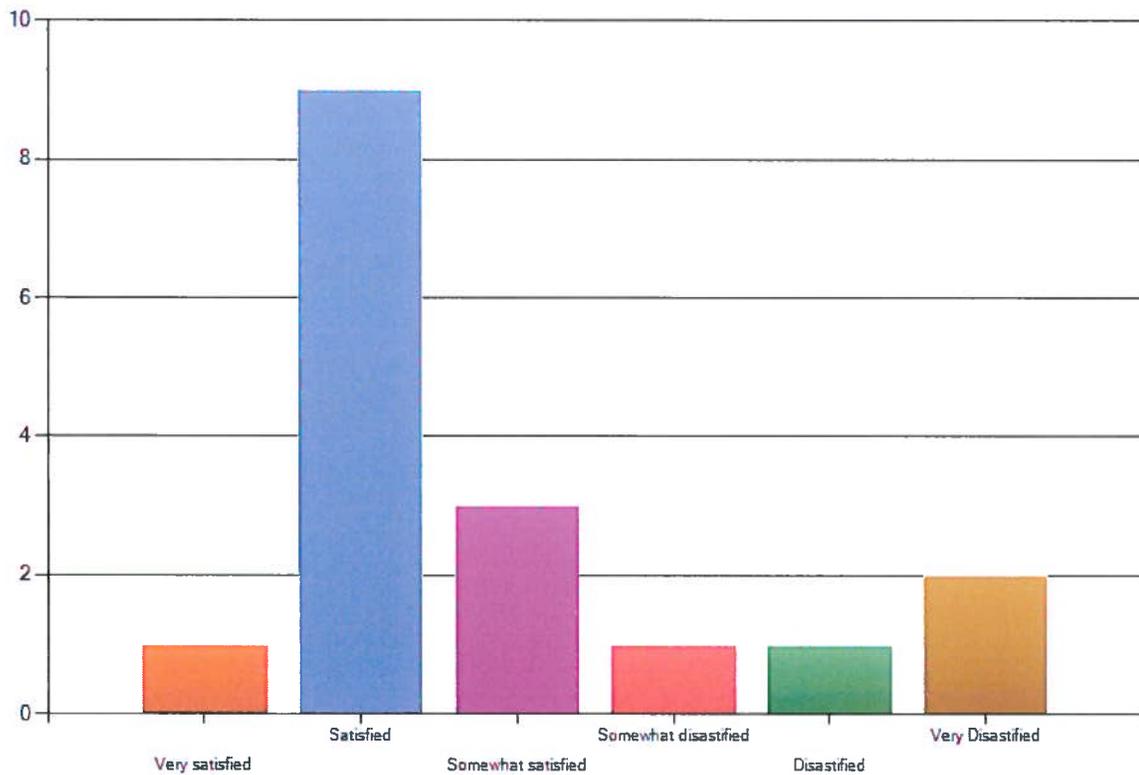
# 2013 NDOT/Contractor Survey

## Contractors' Perspective of NDOT

(Specifically the Construction Division and Districts 1, 2 and 3)

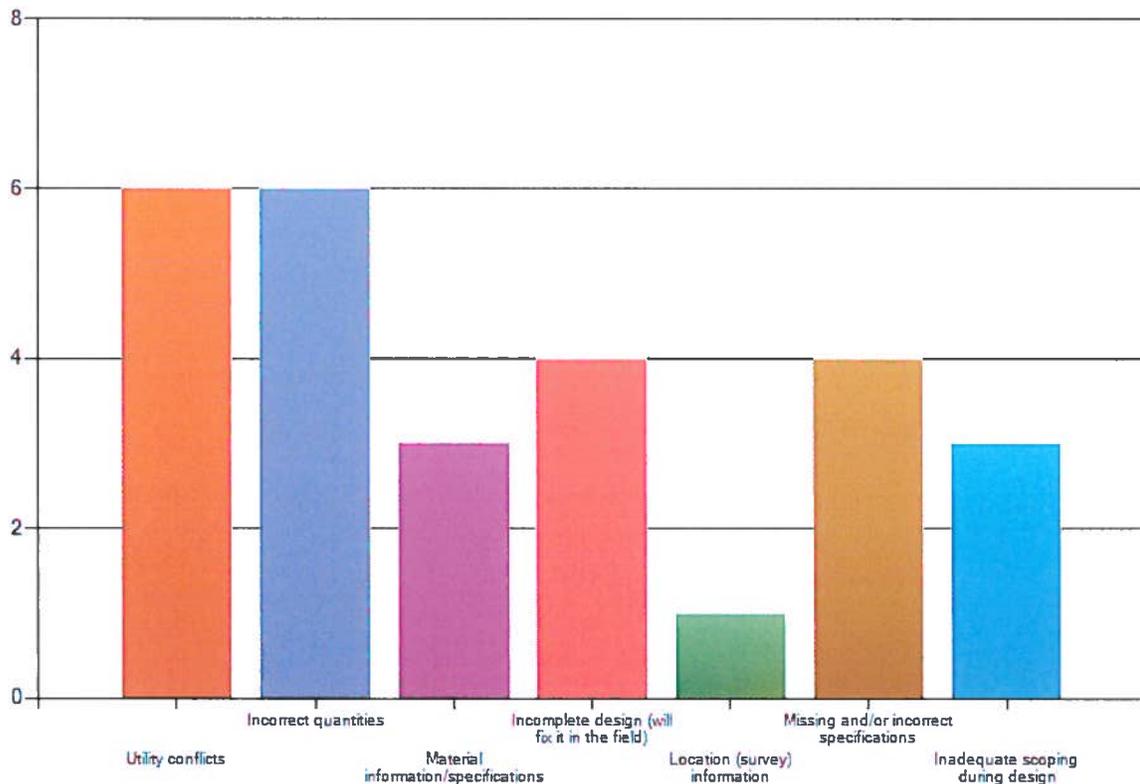
### 1.

How satisfied are you, in general, in the quality of the plans and specifications you receive for construction?



## 2.

What contributes to the largest plan and/or specification issues you encounter during construction? (Mark all that apply)



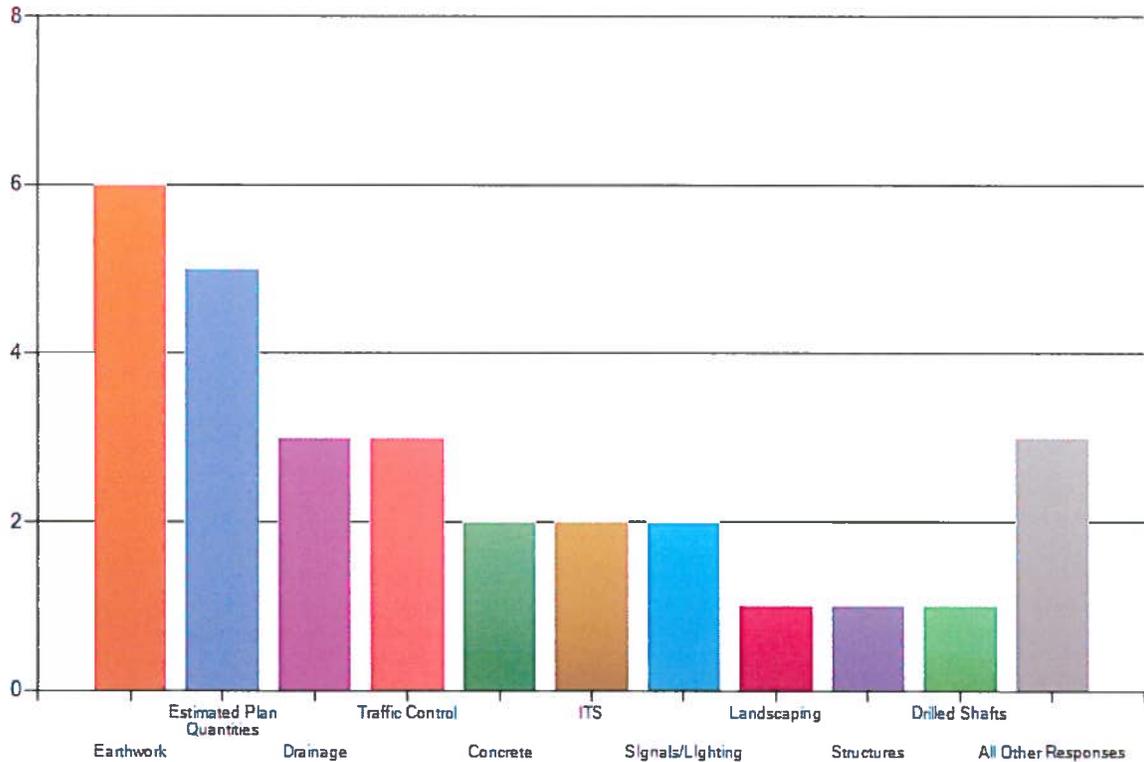
Anything Else?

- Stating material such as millings or excess earthwork must be hauled off and then allowing the low bid contractor to incorporate them in the work.
- I've spent time in discussions with NDOT Engineering and there is an interest in getting the quantities correct, but in general Engineering doesn't understand the affect of their inaccuracies. I've heard that the state will only have to pay for the quantities that are used, so in essence it's no big deal. Smaller contractors cannot take the same risk as larger contractors, so essentially the incorrect quantities ensure larger contractors get the work. 3534 (US 93 Currie/Lages – flatten slopes, widen shoulders) was a great example. The overall earthwork quantities were overstated by approximately 200,000 cubic yards.
- All the bid documents that are prepared by NDOT are usually good. These consultants are another story very poorly put together and leave a whole lot of work for the

contractor to figure out himself CH2M Hill is the worst I have ever seen.

### 3.

**What area of the plans and/or specifications are consistently problematic? (Mark all that apply)**



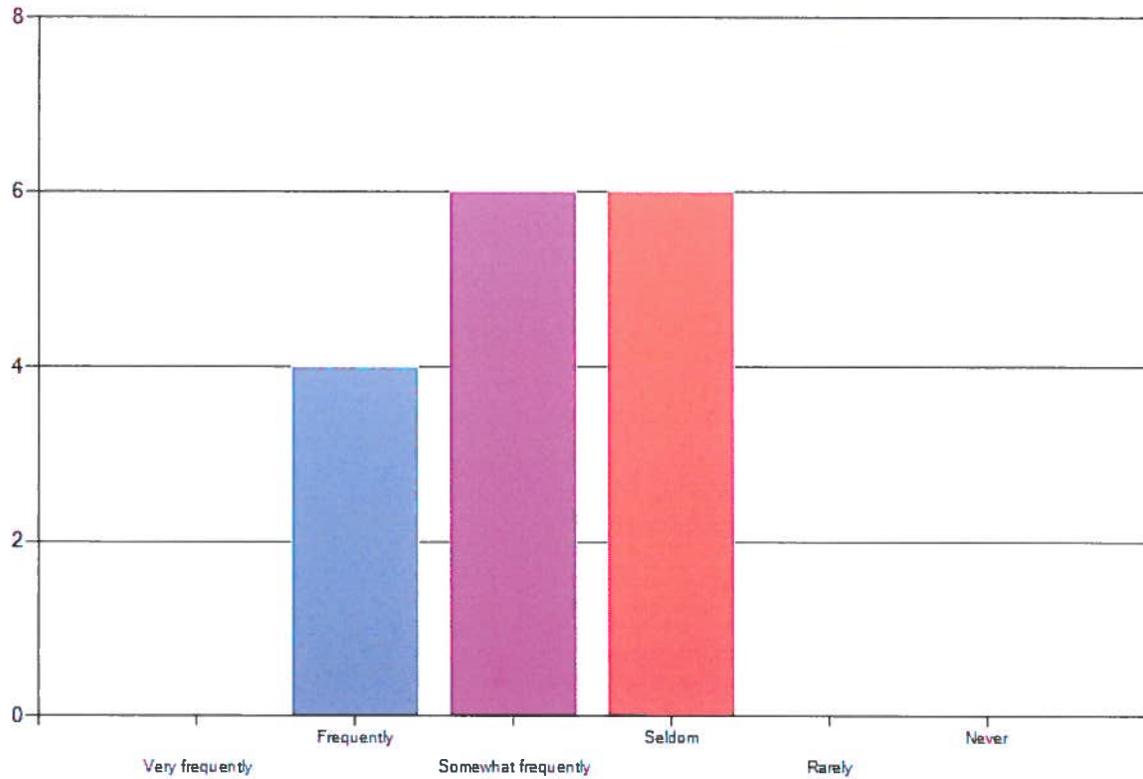
**Can you provide any further details/why?**

- Not consistent plan are usually pretty good
- Chip seals have notoriously overstated quantities and Contractors are allowed to unbalance bids. Consequently NDOT won't require Contractors to place quality products. I've personally seen chip seals only last one year.
- Chip Seal work is consistently problematic. Specifications are poor, quantities are poor, and accepting un-balanced bids for the last 4 years causes numerous complications and is very poor business acumen.
- these consultants never finish the job NDOT hires them for always missing information or incorrect information outdated specifications poorly reviewed NDOT needs to the work in house and not hire these incompetent consultants

- list more start/stop locations and widths

## 4.

How often do you encounter contradicting information in the Specifications and Plans for a project that cause issues during construction?

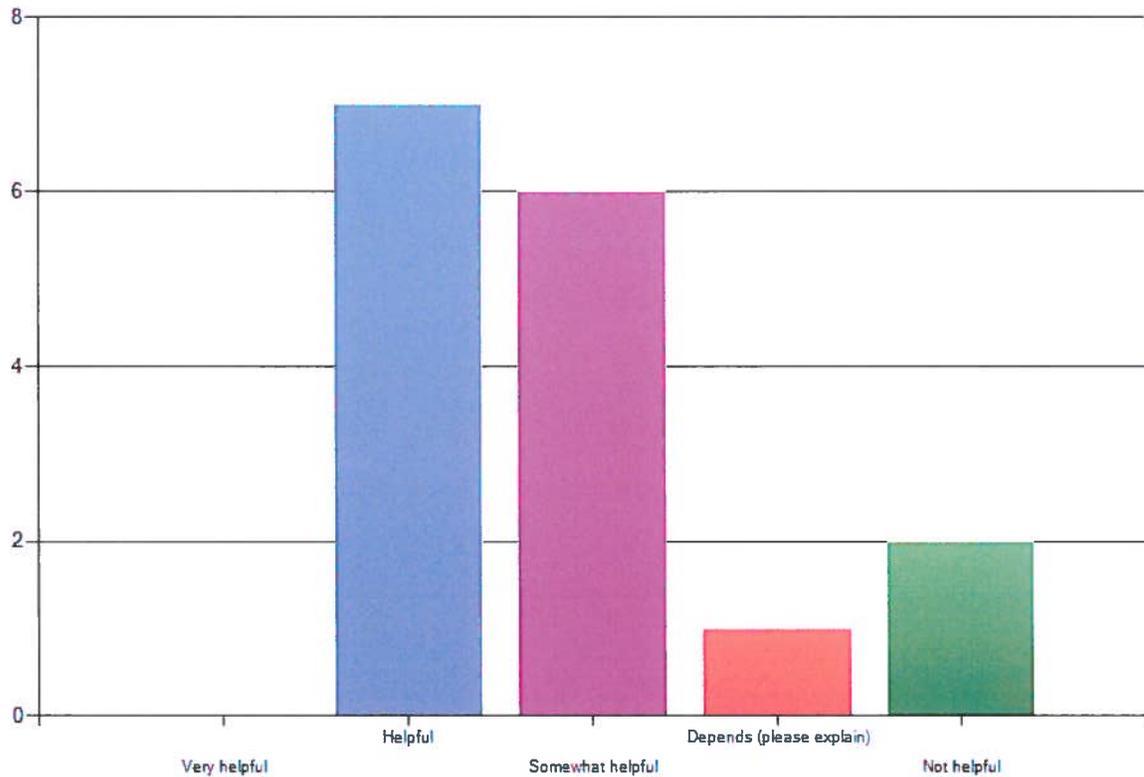


### Anything else?

- For the chip seal projects.
- Same answer as # 3 above

# 5.

When working with NDOT for design intent, change orders, quantity over-runs, plan discrepancies, etc. the information provided is:

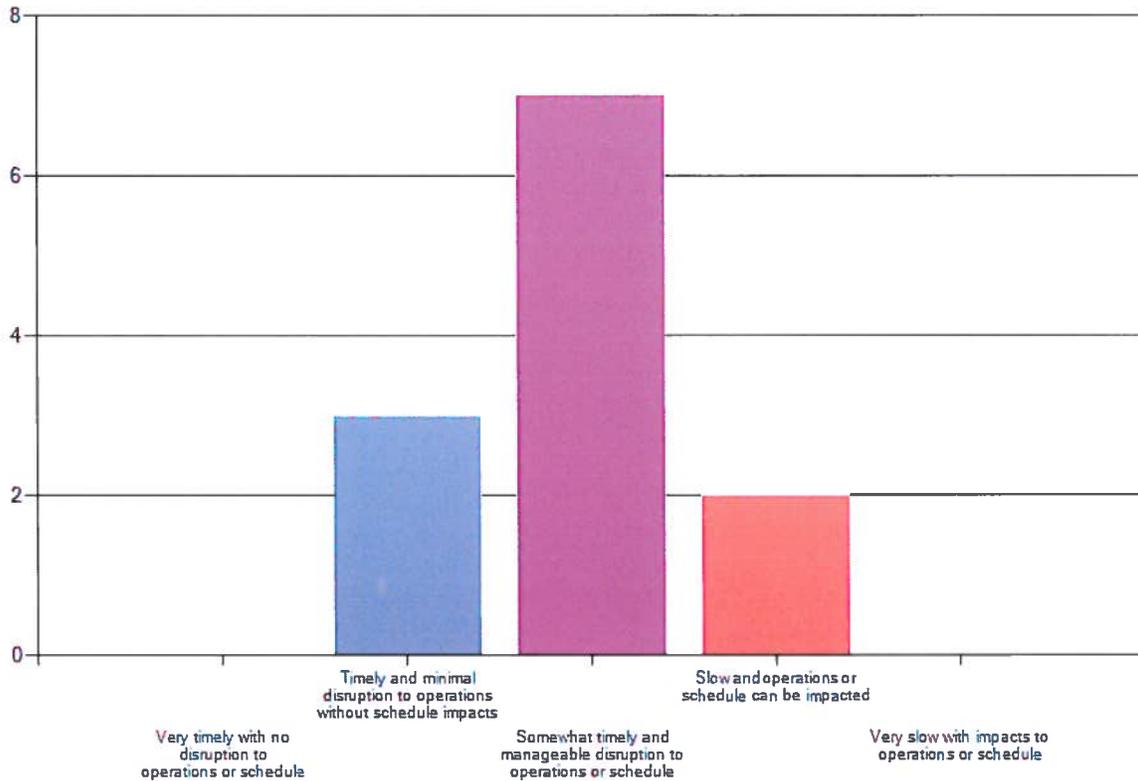


## Please explain:

- Change order and Force Account is very confusing and time consuming. Spend more time on the paperwork, why
- Completely depends on the person you happen to deal with on each job. If it's at bid time, politics often get in the way of what's in the best interest of the project simply to get something bid by a certain date due to funding concerns etc. Often times, RFI's are often answered by stating "do what's in the spec's".
- N/A
- Working with the Headquarters Maintenance Division is not helpful.
- same answer as # 3 above

## 6.

When working with NDOT for design intent, change orders, quantity over-runs, plan discrepancies, etc. the information provided is:

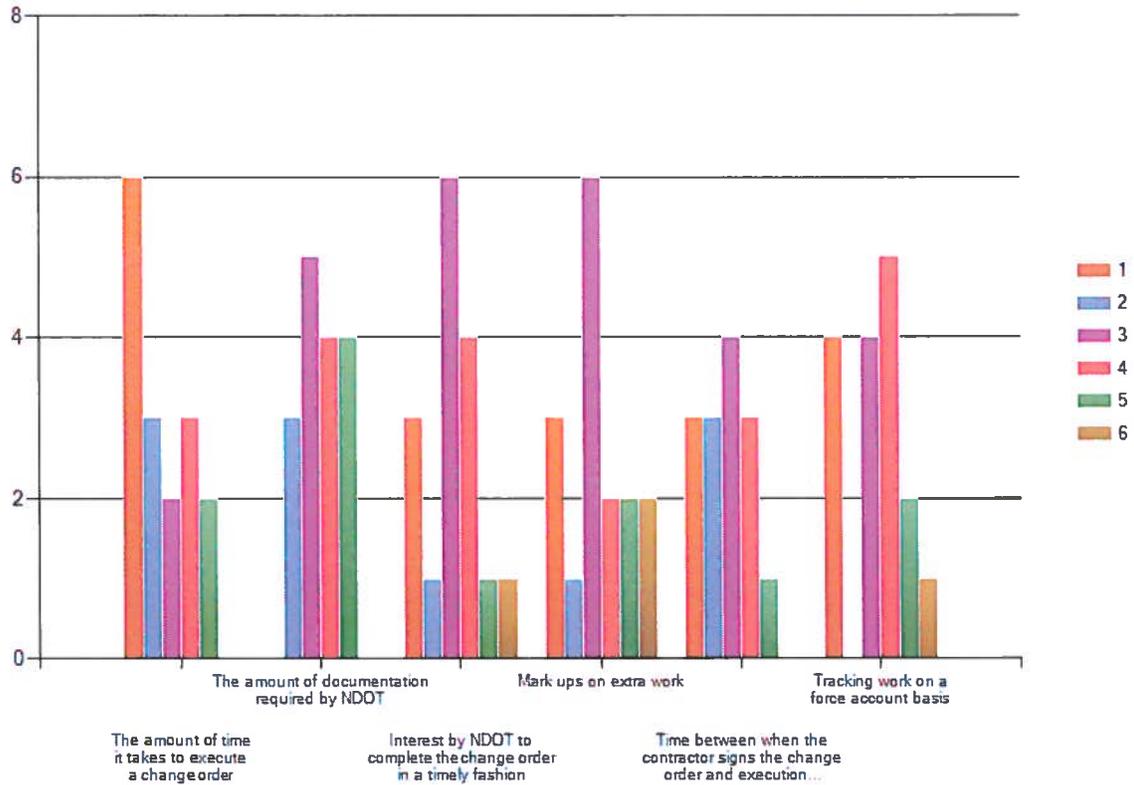


### Anything else?

- The question is ambiguous as it depends on whether its' before bid or during construction (same for #5) I've found the most RE's to be diligent and timely but the paperwork can lag.
- N/A
- If NDOT does the work in house it is always good the work by the consultants is very substandard
- depends on the RE

# 7.

What do you perceive to be the largest or most frustrating issue in executing change orders or changes in the field? (1 is most aggravating, 6 is least aggravating)

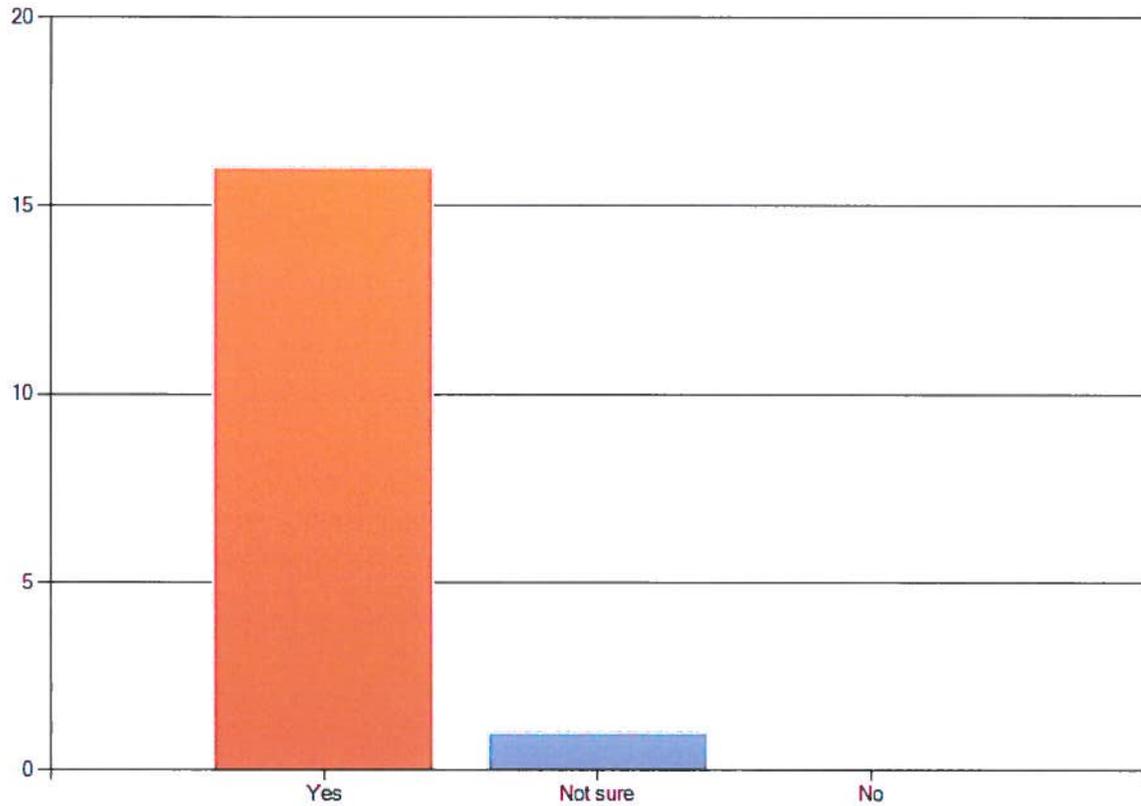


## Anything Else?

- It's frustrating when the RE agrees a change orders or extra work and it's not honored by head Office. It's like renegeing on a deal. Bad position to put your people in.
- The extra work markups question depends on whether it is T&M or negotiated. T&M...if no equipment is used the contractor will absolutely lose money every single time.
- ACCEPTING UN-BALANCED BIDS IS EXTREMELY POOR BUSINESS ACUMEN
- Get rid of these consulting design engineers and do the work in house. You have the best highway dept that we have ever worked with, use it.

# 8.

Do you understand the purpose of a prior approval versus a change order?

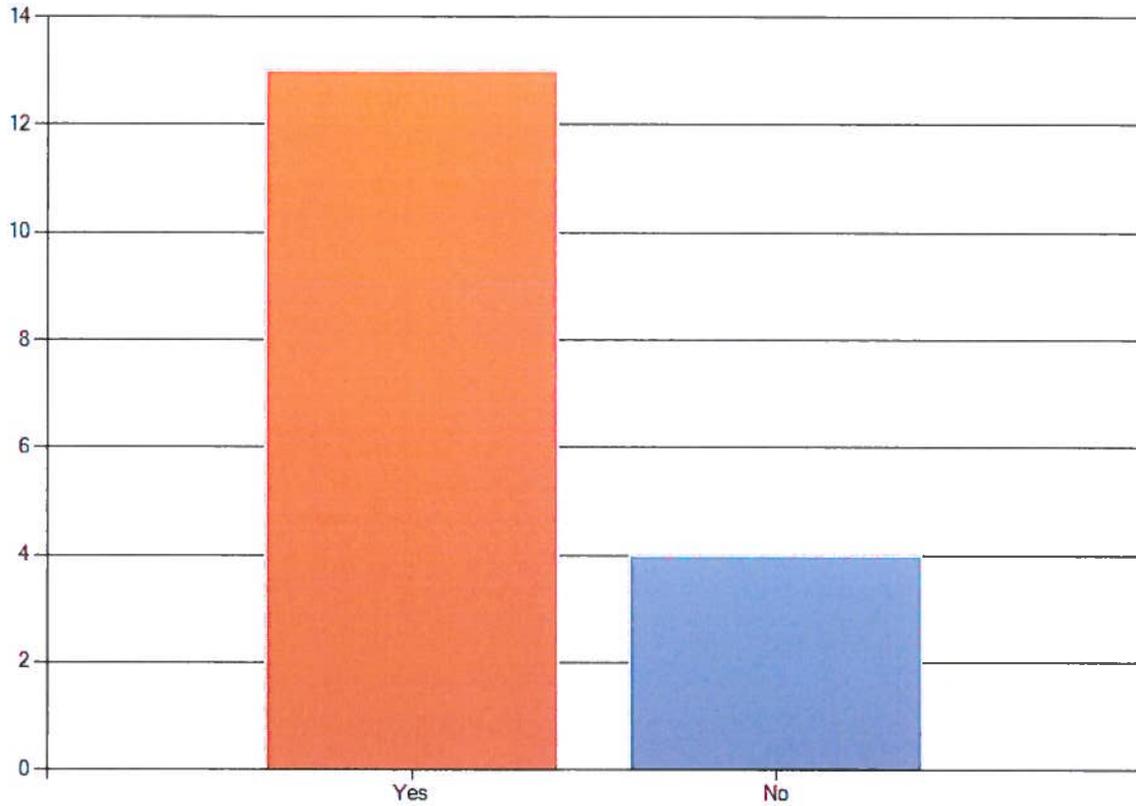


If not, why?

- see #8 response
- I don't view it as a risk to perform work that has received a prior approval. The only issue is without an executed change order, there may be a slight delay in payment for the work in question.

# 9.

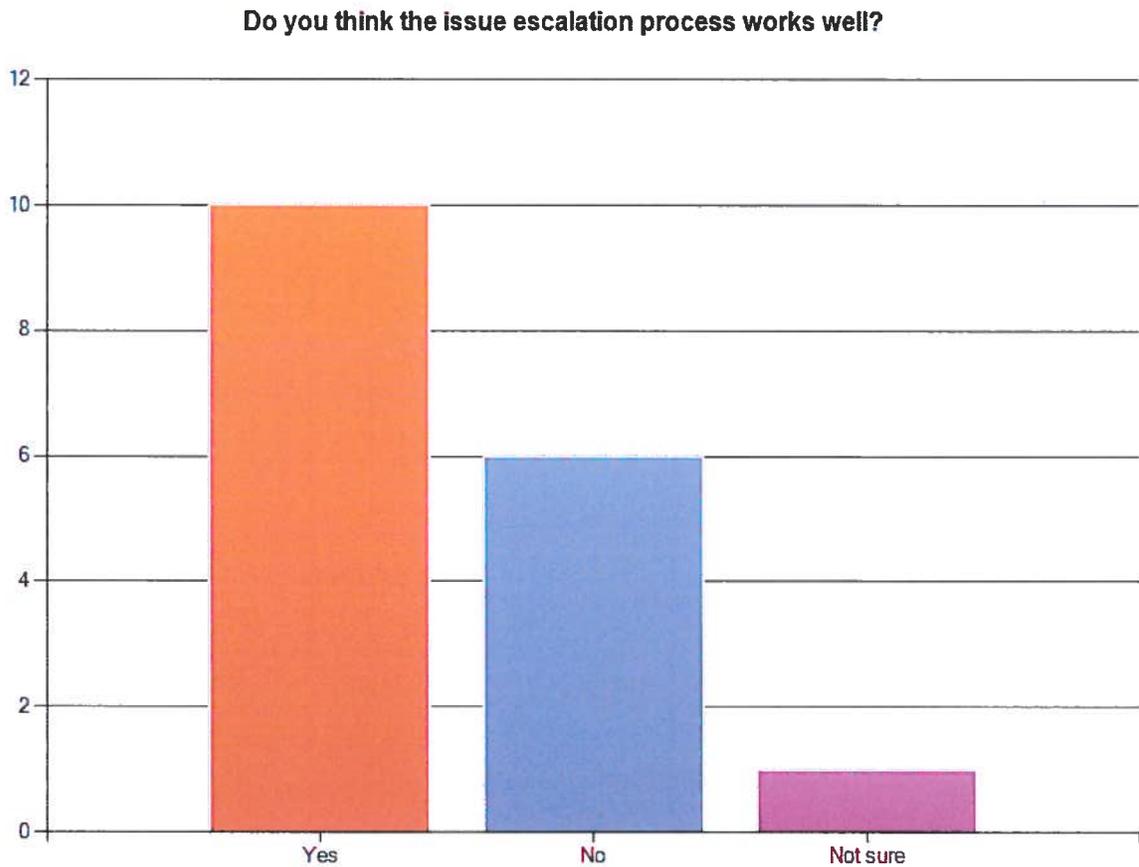
Do you feel, in general, that you are compensated fairly for change order work?



If not, why?

- When it's negotiated. Yes.
- Somewhat satisfied, but not completely satisfied.
- Sometimes
- It requires being forceful and requires educating many of NDOT's inspectors who have little or no field experience.
- Not real world rates or mark ups.

# 10.

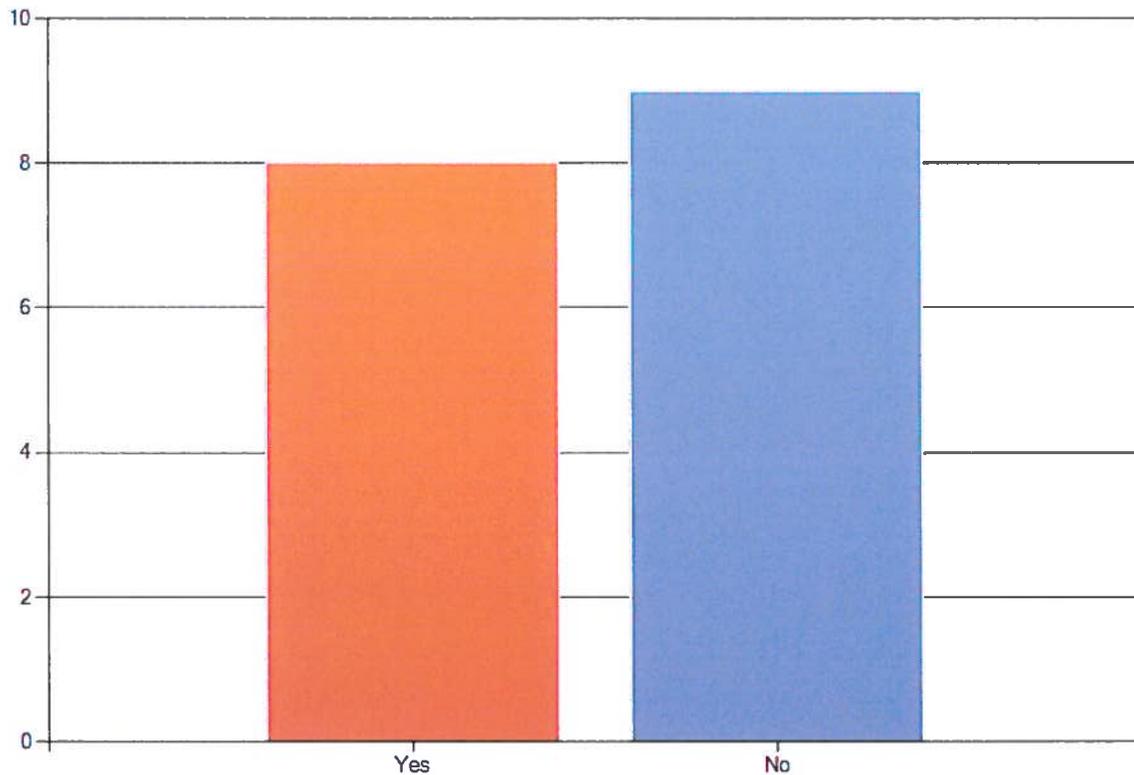


## If no or not sure, why?

- Needs to cover more items such as Copper Wire, Steel Poles, PVC Conduit
- Seems that bad contractors are paid huge sums while good contractors fight over minor issues. Again, dishonesty is encouraged when huge frivolous claims are paid to the likes of Peek, Ames, Frehner and others.
- Words are cheap and action is lacking.
- As a subcontractor, we do not get considered for escalation.

# 11.

**Do you think the NDOT staff (including consultants) have the authority to make decisions at the lowest level possible?**

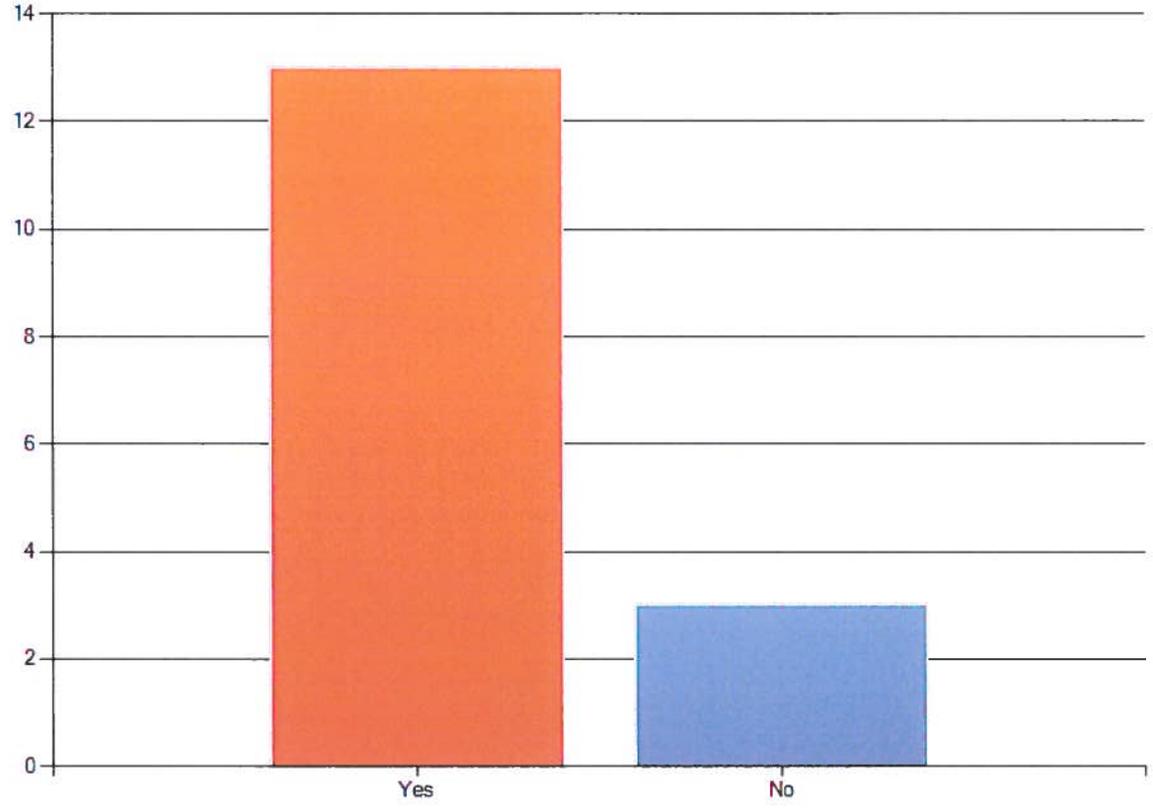


## If no, why?

- Decision made in the field or agreements made sometimes get overturned.
- In the main, the RE's that I've dealt with are excellent, but they are absolutely bound up by the centralization at headquarters.
- NDOT is being micro-managed from the top-down by people that have no technical or business expertise and the lower level people are constantly picking up their messes without hope for an end to their ignorance or stupidity.
- Same answer as # 3
- Inexperienced and unknowledgeable field staff are not capable of making decisions that always make sense and on top of that they seldom have the authority anyway.
- Only some RE's seem like they have the confidence and knowledge to make the proper decision.

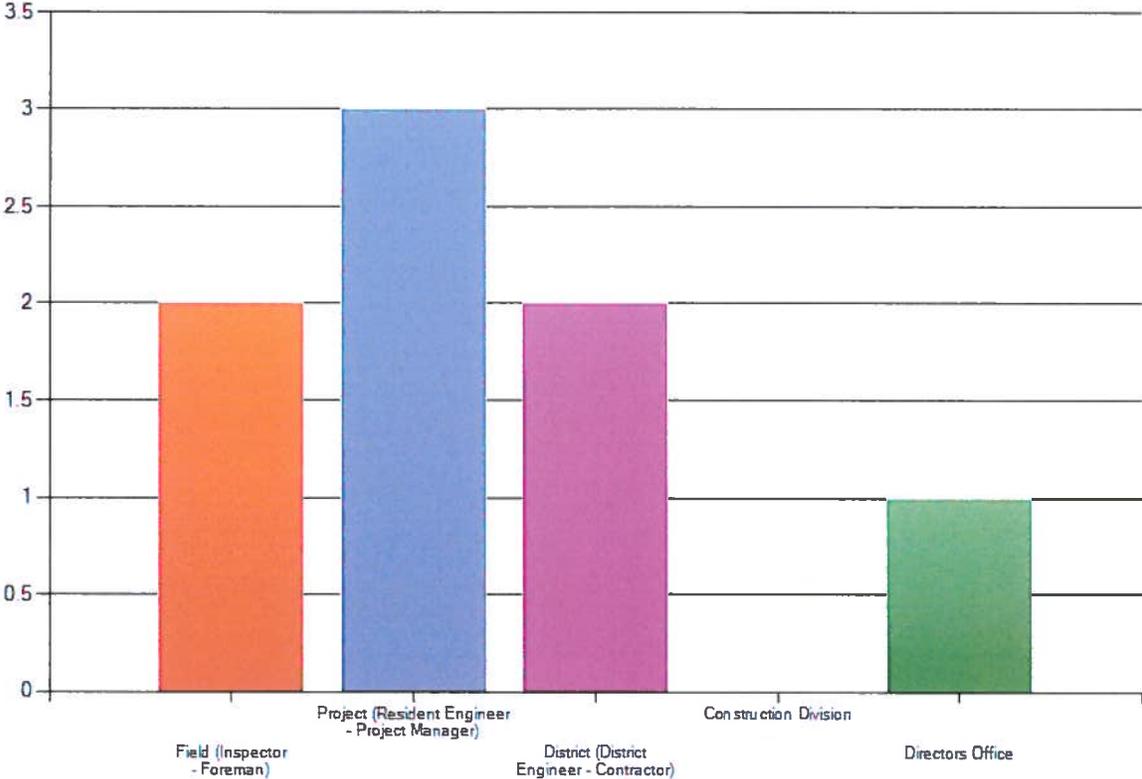
# 12.

Do you think the time frames for issue resolution are adequate and generally followed?



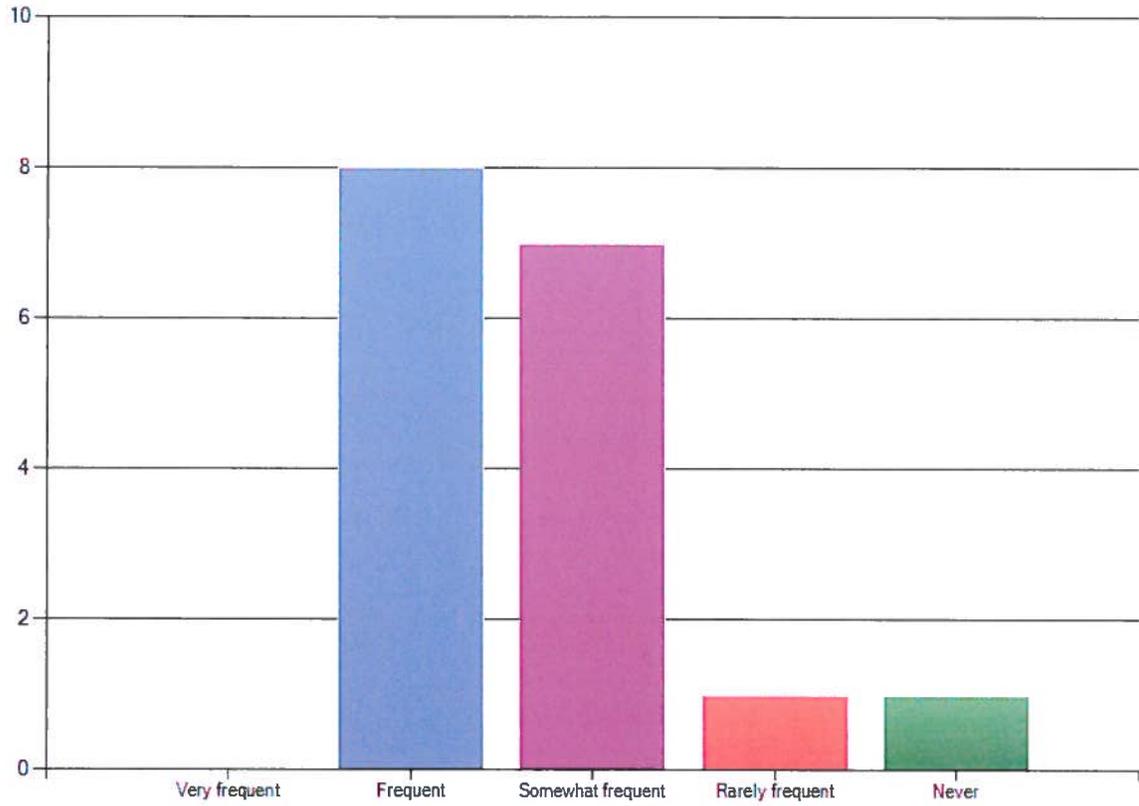
# 13.

If you do not think the issues are resolved timely, and according to Issue Resolution Ladder, what part of the process do you think the timelines fail?



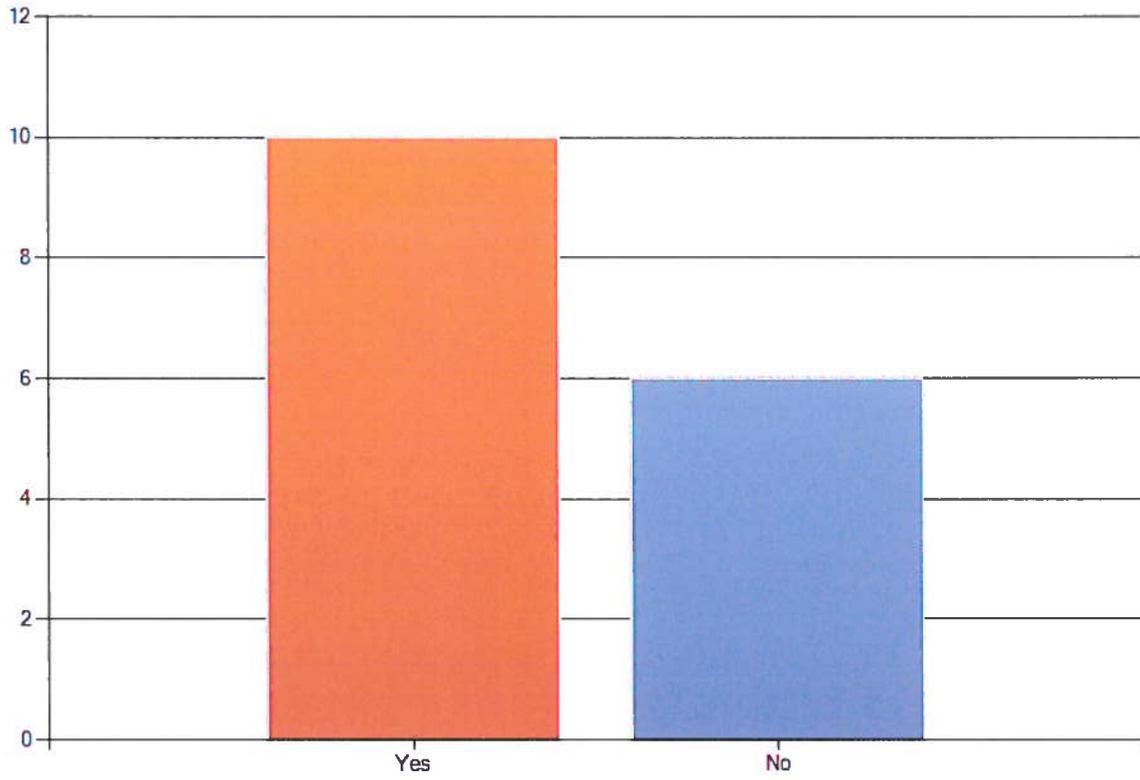
# 14.

Is the information, feedback or instruction given from NDOT consistent?



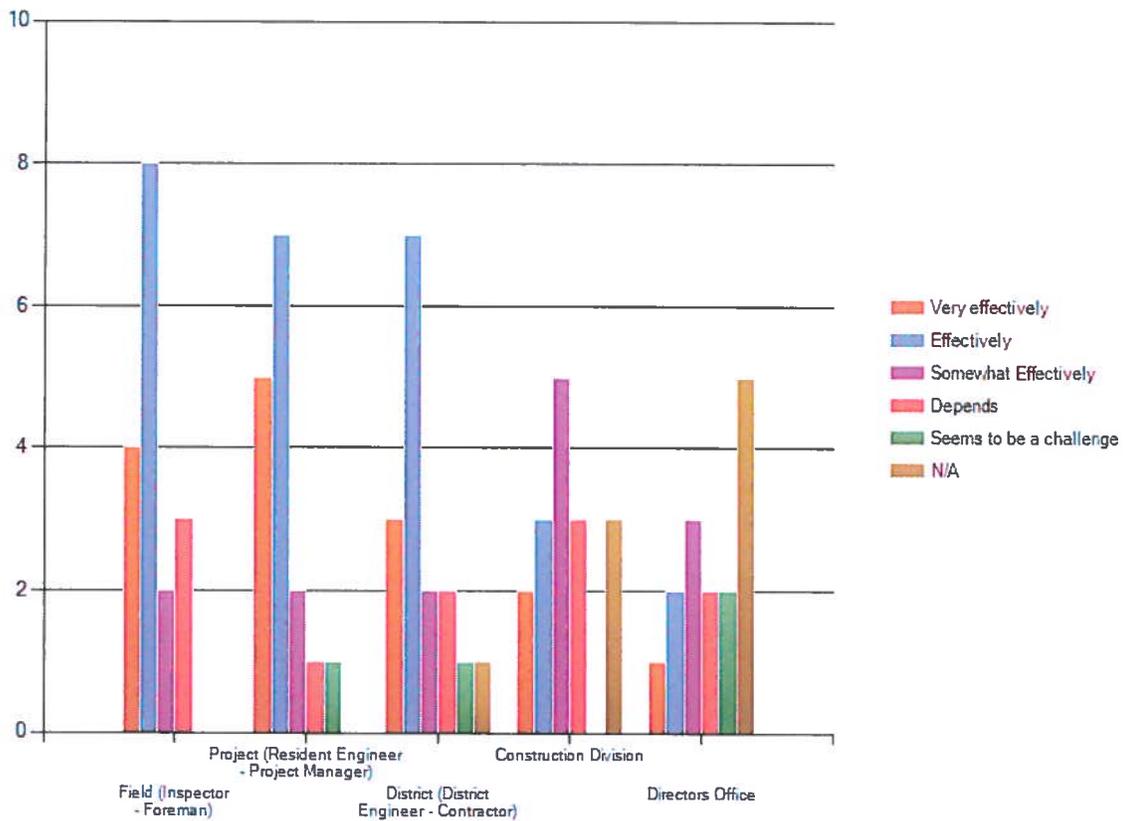
# 15.

Do you notice differences in how the different Districts work through the escalation process?



# 16.

How would you rate communication with:

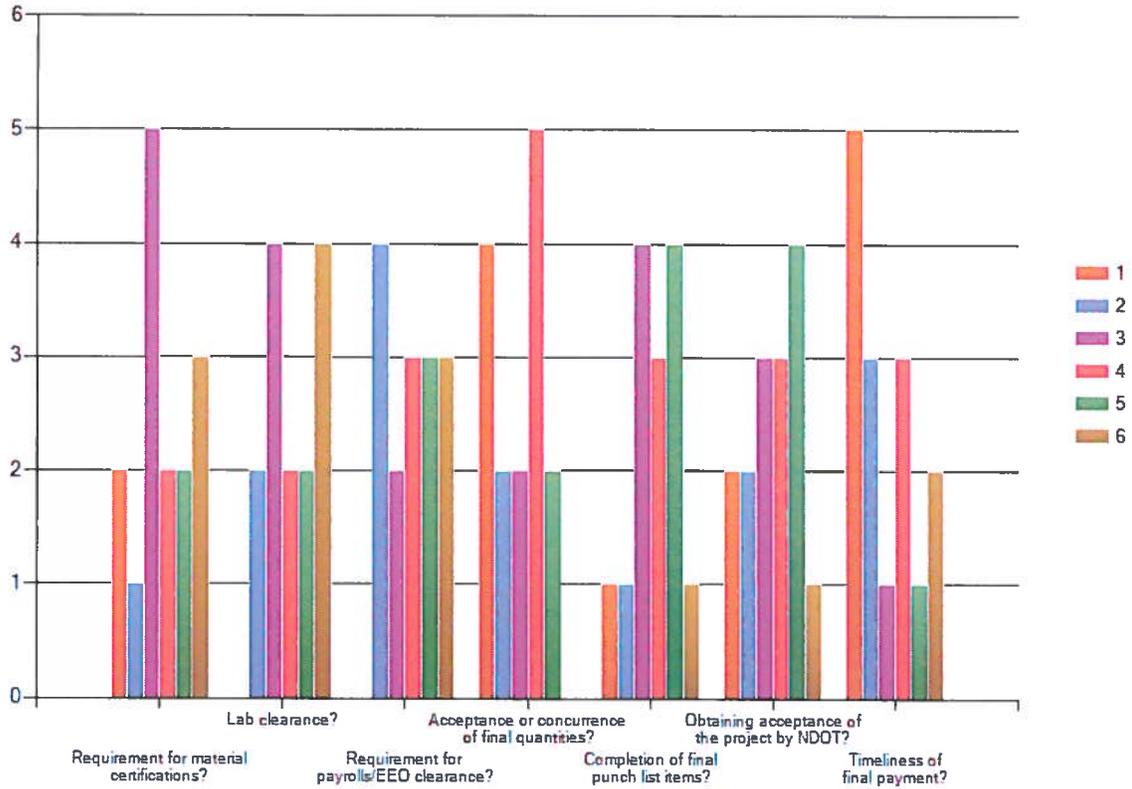


## Can you clarify where you have issues?

- Project Manager Level
- From District Engineers down most people want to good work. Some at Construction Division are good but beyond a certain level it's all political. Director's office is all political.
- same answer as #3

# 17.

What are the most challenging elements in working with NDOT to close out a contract?  
 (1 is most challenging, 6 is least challenging)

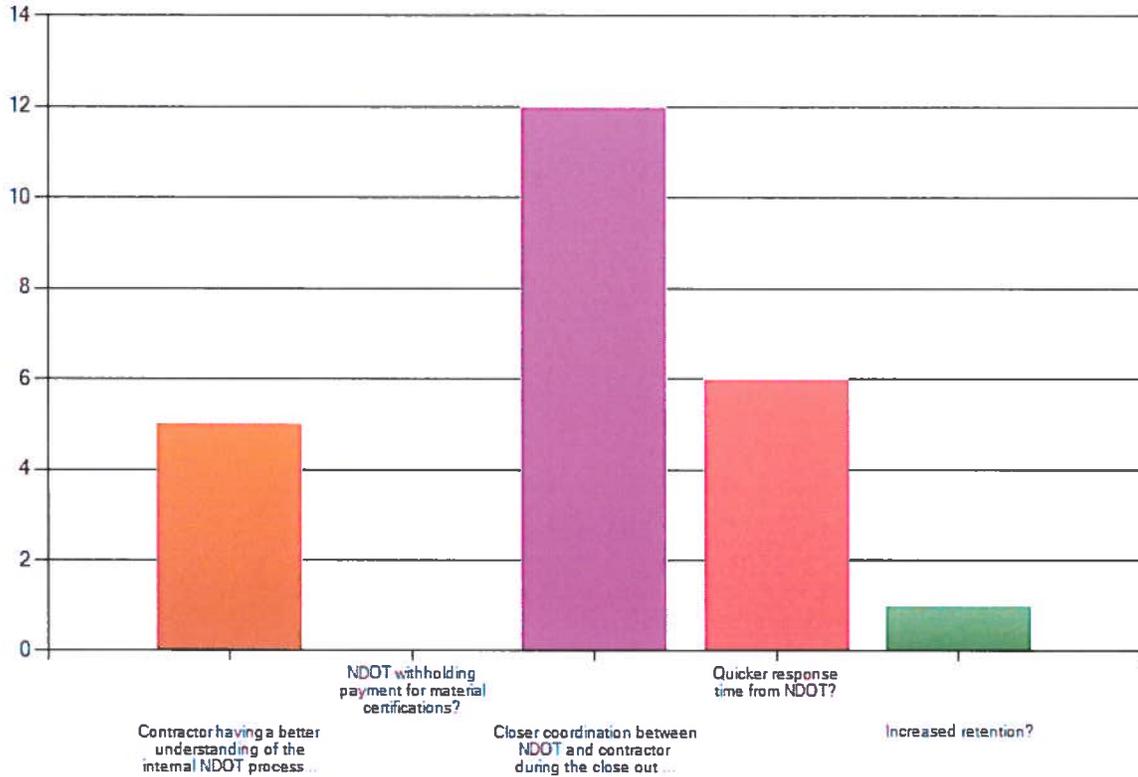


## Anything else?

- Timeliness of final payment reflects project closeout so it's not a relevant question. Some RE's simply cannot seem to get the paperwork done.

# 18.

What, in your opinion, can be done to streamline the close out process? (Mark all that apply)

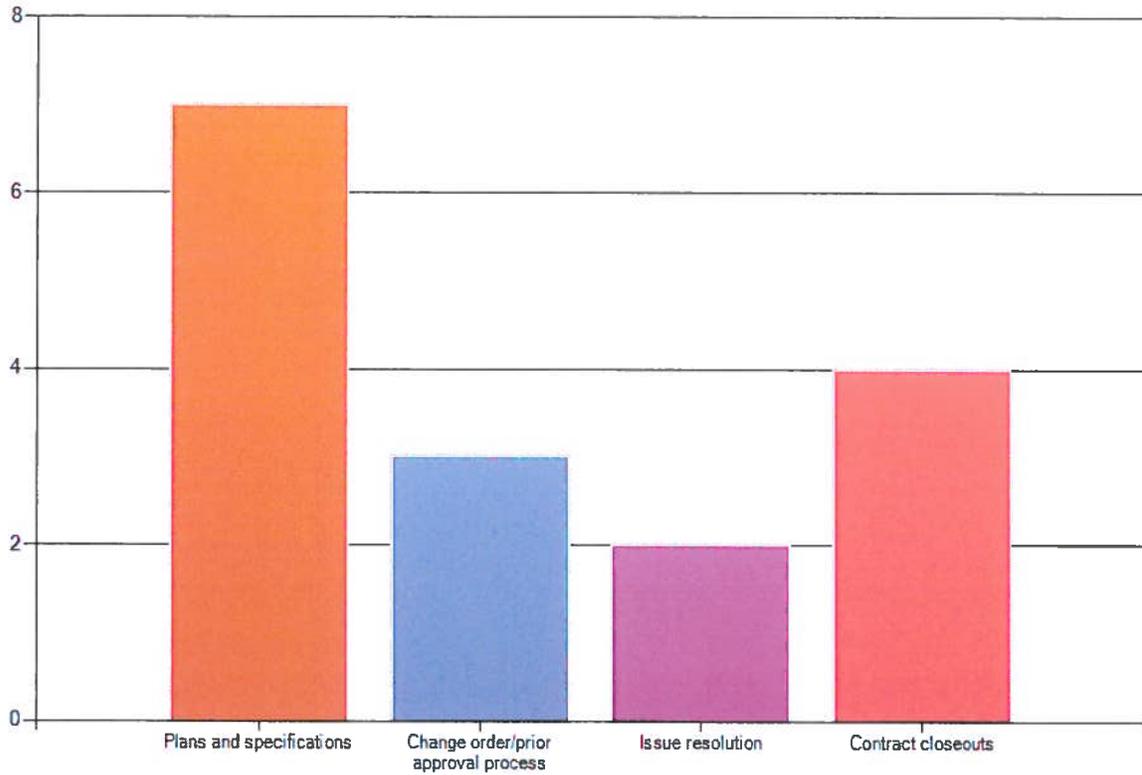


## Anything else?

- Work faster to get the project accepted. It's harder to get people together when the RE and contractors team have left and are working on new projects.
- An open process while contract is being performed such that all parties know what has been completed and what has not. If a contractor is told a cert is missing 2 years following a project there is little chance of change or success.

# 19.

What is the most important area you would like NDOT Management to focus on for improvement?

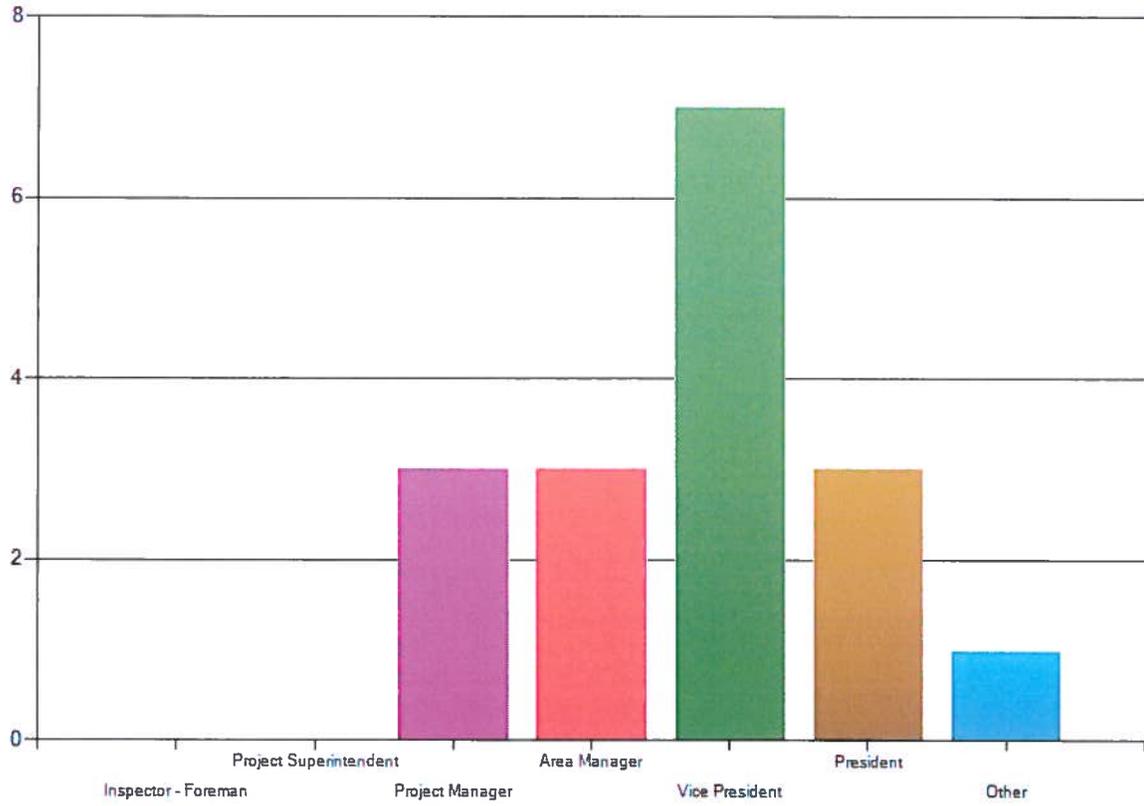


## Anything else?

- When appropriate, NDOT should hold Contractors responsible and put up a good fight over frivolous claims. Again, if only bad contractors are rewarded, what message is NDOT sending?
- STOP ACCEPTING UN-BALANCED BIDS.
- Finding more funding to perform more work!!!!

# 20.

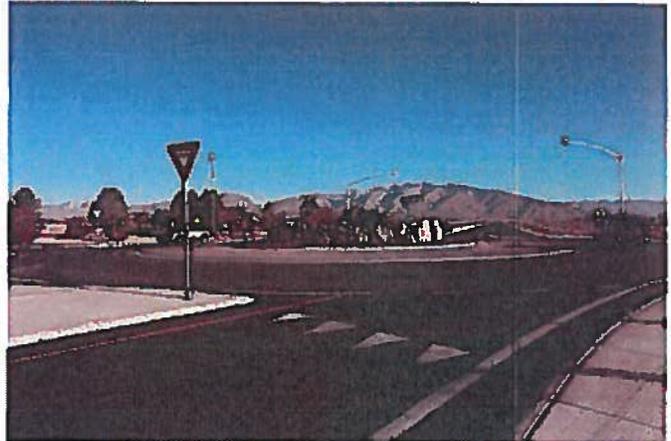
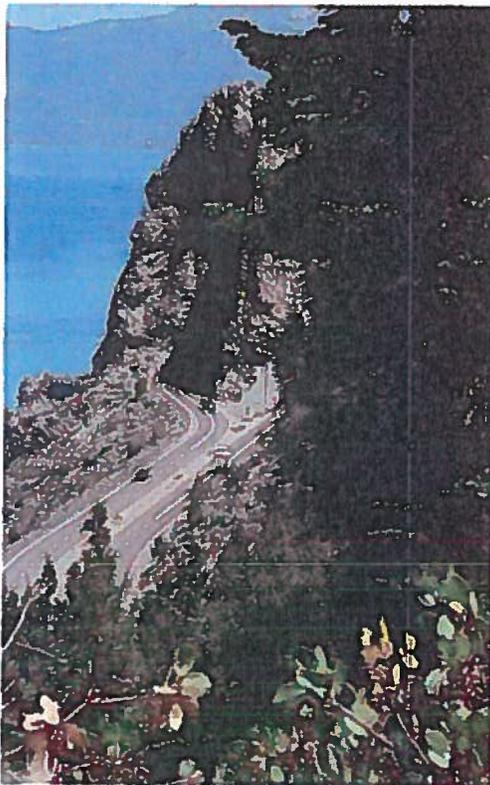
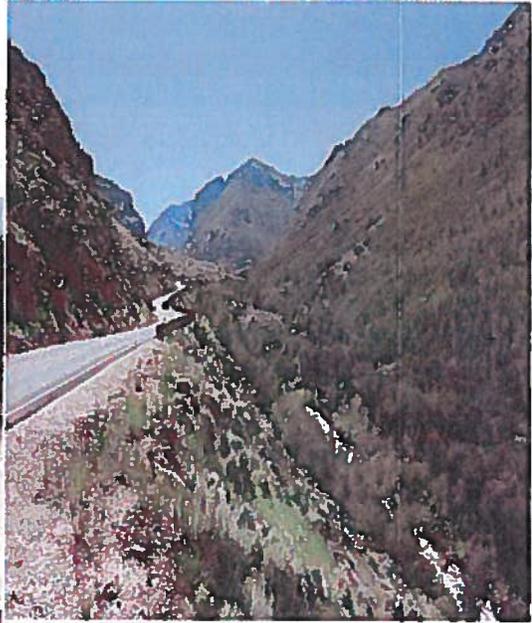
What is your position?



Other (please specify):

- Concerned Engineer

# 2013 NDOT Resident Engineer Meeting Final Report



**February 26–28, 2013  
RENO, NV**





## ***2013 Resident Engineer's Meeting Topics/Questions***

### **1. Epoxy paint Pavement Markings (Consultant)**

If there is a plan to use epoxy paint for markings in the future, the testing frequencies and the specification need to be updated to cover markings.

**RESPONSE:** After speaking with Dave Partee, Traffic Division, epoxy paint for markings will be used in the future if they are recessed. The Traffic Division is working to incorporate specifications for recessed markings into the new Silver book. Any input for the specifications, especially from Rick Bosch and/or Gary Selmi, would be much appreciated as there is always room for improvement.

As for the testing frequencies, the only required field tests for the epoxy markings are retroreflectivity and thickness. These tests and frequencies are already in Section 5 of the Construction Manual under traffic paint.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group.

### **2. Recessed Striping (Consultant)**

Is there a future for recessed striping? Are RE's who have placed it going to be able to provide input on revising the current specifications?

**RESPONSE:** See response to topic #1.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group.

**3. Chip Seal (District 3)**

What type of documentation is needed on chip seal projects?

**RESPONSE:** The Inspector will need a *LOAD BOOK* per Chapter 8 of the Documentation Manual for the Screening. A separate *LOAD BOOK* for each different size screening. (See **Appendix A**)

The Office Person will keep a *SPREADSHEET* per Chapter 8 of the Documentation Manual for the total tons delivered per day. (See **Appendix A**)

The Inspector will also need a *LIQUID ASPHALT* book per Chapter 10 of the Documentation Manual to record the delivery of Emulsified Asphalt. In this book, you will need *RECORD OF DELIVERY* pages and *RECORD OF APPLICATION AND PAYMENT* pages. (See **Appendix B**)

**RE RESPONSE AFTER DISCUSSION AT THE MEETING** The response to this question was acceptable to the R.E. Group with some exceptions. These exceptions were discussed with the Administrative Group regarding the method(s) acceptable for compiling the Load Book data. The R.E. Group would like to reference/model contract #3511 for this. We would like to see a Load Book for each stockpile of screenings with the understanding that the amount remaining in the stockpile and loss would be deducted back out of the book. This similar methodology would apply to the Liquid Asphalt Book.

**FOLLOW UP AFTER THE MEETING:** See **Appendix B1** for reference/model.

**4. Penny bid items (District 3)**

Contractors are still bidding a penny on items. Why would a contractor haul shoulder gravel at 1¢ a ton when they could just not get paid for it? This is evidence of a stacked bid, why are we not enforcing our own rules on this? The excuse that I have been given is that our silver book says it may be thrown out, but not must be thrown out. Are we strengthening this language in the rewrite of the Standard Specs to aid us enforce the intent of that specification?

**RESPONSE:** Subsection 102.07 Irregular Proposals of the Standard Specifications is included in **Appendix C**. The Bid Review and Analysis (BRAT) Procedures are included in **Appendix D**. The primary members of the BRAT are Chief Road Design Engineer (Chair), Chief Construction Engineer (Co-Chair), Specifications Engineer, Roadway Design Principal Engineer and the Constructability Section Manager. As-needed members include representatives from Administrative Services, AG's Office and the Technical Divisions. The BRAT conducts regularly scheduled meetings and reviews bids on all projects

before making a recommendation to award / not to award to the Director's Office. Although Section 102.07 gives reasons where bids *...will be considered irregular and may be rejected...* it also states that *Mathematically unbalanced bids which are not found to be materially unbalanced may be awarded.* Right or wrong, NDOT has established precedence going back several years for awarding mathematically unbalanced bids that do not appear to have the potential, from a headquarters perspective, to have a *.... detrimental effect upon the competitive process or can cause contract administration problems after the award...* Other factors the BRAT consider include; Potential for savings (or costs) if the contract is re-advertised, urgency/effect of delay on the construction of the contract, current market conditions/workload and other factors that may be important to the contract. Unfortunately in most cases there is no compelling "other factor" to warrant rejection based on a mathematically unbalanced bid. Materially unbalanced bids create a reasonable doubt that awarding to the apparent low bidder will result in the lowest ultimate cost to NDOT. The language in our Standard Specifications provides more support for rejecting materially unbalanced bids than for mathematically unbalanced bids.

All contractors "balance" their bids. They do that for many reasons including balancing cash flow. In the classic example, a contractor will underbid an item when they are concerned that the actual quantity placed will under run the plan quantity. I would argue that when a contractor bids 1¢ per ton on anything they may really be saying they have no confidence in the quantities shown in the plans. Since the work still cost what it costs they may move the monies to another bid item (i.e. Lump Sum Traffic Control) to ensure revenue covers cost. In theory a well defined scope with an accurate design should result in bids that reflect the actual work to be performed. Still economic forces can cause contractors to unbalance bids as they compete to get a project. But a poorly defined scope (example: emulsion or screening application rate specified "as-directed") is more difficult to estimate, may require some guess work, increases the contractor's risk and forces the contractor to unbalance bids to ensure revenue covers cost. At least that is what we believe based on our conversations with contractors on unbalanced bids on some smaller District contracts.

Finally in regards to *Why would a contractor haul shoulder gravel at 1¢ a ton when they could just not get paid for it?* since the contractor signed a contract to perform the work as described, what they may or may not want to do after that is not relevant. They signed a contract to perform the work regardless of the individual unit bid prices. At that point it becomes an enforcement issue where the Resident Engineer is supported Subsections such as 104.01 Intent of the Contract, 105.01 Authority of the Engineer, 105.05 Cooperation by the Contractor, 105.09 Authority and Duties of the Resident Engineer and 108.05 Character of Workers; Methods and Equipment as well as by the District Engineer, Construction Division and the Director's Office. We acknowledge that this may appear to be easier said than done sometimes. But this is the whole reason why NDOT has formal contracts with our contractors. To help ensure that

contractors perform the work they agreed to perform.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. However, we did discuss the issue with the Administrative Group (Jeff Shapiro) to voice our growing concerns about this practice spilling over into other areas of the construction process in particular bid items where materials certifications are required or where liquidated damages for failing to meet specifications are calculated as a percentage of the unit bid price. The general consensus was that this practice could be controlled by the contractual language and tool of enforcement contained within the contract documents.

#### **5. Emulsion Labs (District 3)**

The use of emulsion lab is becoming difficult when there are several chip and seal jobs happening at the same time. Contractors have indicated that they would like to test it, or have a dedicated lab for the contract that is identified in the bid documents. We have had two contractors state that we were costing them because they didn't know where the emulsions would be tested.

**RESPONSE:** We understand the difficulty that happened in the past pertaining to the emulsion labs. However, if we allowed the contractor to test the emulsion for acceptance, NDOT would still have to perform verification testing that would require logistical planning and coordination. This planning and coordination may be difficult as well.

We could put some verbiage in the Special Provision for Section 628 (Mobilization) stating something to the fact that prior to construction the contractor shall provide a location for the emulsion lab. If we have missed the intent of this question, let's discuss further during the conference.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. We discussed this with the Administrative Group (Steve Hale, Callie Streifel, and Jeff Shapiro). We have a limited number of emulsion labs and that could possibly result in impacts to the contractor. We would like to see language in the contract documents requiring the contractor to provide the lab and perform the testing under a QC type role. We would then witness the testing/verify the field results and send QA samples to Carson City for verification and acceptance. This would likely mirror the reflectivity testing requirements.

**FOLLOW UP AFTER THE MEETING:** Jeff Shapiro, Steve Hale and Callie Streifel discussed this issue, and Steve Hale will add language into the specs stating that the contractor will provide an emulsion lab stocked with the necessary equipment to test the emulsion on an as needed basis. It will be paid for similar to rent equipment. If coordination can be made utilizing NDOT's emulsion trailer then the rent equipment item will not be paid for. There will still have to be coordination between the Construction Crew and the Contractor as to the location of the emulsion lab, power being available and NDOT having a tester available to test the emulsion. This is something that should be addressed at the

pre-construction conference. Hopefully this will help solve the problem since Construction only has 4 emulsion trailers statewide. These trailers can be mobilized to other Districts if arrangements are made with the QA section.

**6. Warranty Work (District 3)**

Warranty work needed after the closing of a contract. How do we get a contractor to make necessary repairs when there is no money left on the contract?

**RESPONSE:** One of my first tasks as a new Resident Engineer for C926 was closing out Contract 2830, the \$92 million reconstruction of the I-15 / US 95 / I-515 interchange. As the work had been completed several years before I came on board I was surprised when the Assistant Construction Engineer called me to say we were missing District Engineer's (DE) acceptance which was holding up closeout. The DE was refusing to grant acceptance because he was unhappy with the finish on the wing wall type structures on the I-15 Bonanza structure (An old style unusual cantilever type structure. Thankfully we don't build those types of structures anymore. It has since been replaced under contract 3313). I contacted the contractor (MVC) and asked them to fix the finish on the wall which they did at no additional cost. The repair was done 2 years after completing the project. The DE accepted the project and we were able to close the contract. I also remember when, as a younger Assistant Resident Engineer (ARE) on C915, I observed the other experienced ARE on the Crew (JT Kimber, 40+ years with NDOT) tell LVP to fix some Open-Graded issues on I-15 by a certain date or he would resume the count of working days and assess liquidated damages. LVP fixed the issues at no additional cost by the deadline. Granted the economic times in 2000 were different than they are today. It now may be more difficult to get contractors to fix certain things given the economic pressures everyone is under. But the terms of our contracts were basically the same then as they are now. Since additional specifications will not really address financial performance issues this really an enforcement / contract interpretation issue. But if something needs to be fixed it needs to be fixed. And the Resident Engineer has the same support with the Specification subsections and NDOT staff listed in the answer to No. 4 above.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. The R.E. Group views this as a case by case situation that should be addressed by the specific Resident Engineer and with consultation from District and Construction Division.

**7. Contractor Past Performance Reports (District 3)**

A question I have is in regards to Contractor Past Performance Reports. If the reviews and remarks on these reports are not used in any way to rank or rate a Contractor for bid award, why do we fill them out? Anything that can be done to improve and streamline the project closeout process could be beneficial. Additionally, these forms lack detail and do not provide any useful information for

the construction division (we are better off using word of mouth amongst the R.E.'s). I would really like to see these become more detailed and actually serve a purpose with regards to affecting future bidding for the contractor. If we fill them out and in some way use them what difference does it make if they become a matter of record and have an effect. It appears that contractors can potentially perform poorly on a consistent basis and there are no repercussions provided they can competitively bid.

**RESPONSE:** This question has come up in past RE Conferences. The ratings from Contractor Past Performance Reports (CPPR) are used in NDOT's contractor prequalification process for bidding capacity. This is addressed in TP 1-2-6 and by NDOT Form 070-020 which are included (See Appendix E). The following is an example calculation on a contractor:

Years Experience:	4
Annual Volume	
Highway Construction:	\$6,000,000 (1 project?)
Current Assets:	\$2,000,000
Liabilities:	\$500,000
Working Capital:	\$50,000
Letters of Credit:	\$1,000,000

If this Contractor receives a CPPR score of 91 (Very Good) their prequalification bidding capacity is "Unlimited" (greater than \$25,000,000). The same contractor receiving a CPPR score of 71 (Average) the prequalification bidding capacity is reduced to \$20,400,000. If the CPPR score is 49 (Poor), then the prequalification bidding capacity is reduced to \$2,550,000. I honestly don't know if the made up dollar values above are realistic or not. But I think the point is that the CPPR ratings do impact a contractor's ability to bid NDOT jobs and they are important. The TP also allows the Director to disqualify a contractor with an average rating of 65 or less. But, in my opinion, there really has to be a compelling case against a contractor before the Directors office should consider something like disqualification. For what it is worth, the free market has a tendency to take care of itself too. The good contractors seem to stay in business. The bad contractors have a tendency to be weeded out eventually.

Still contractor past performance ratings is an issue with DOT's and contractors nationally. Last November we attended the SW regional Construction Peer Network meeting sponsored by FHWA, AASHTO, AGC and ARTBA. States represented at the meeting included Hawaii, CALTRANS, Nevada, Utah, Arizona, Colorado, New Mexico, Oklahoma (actually Oklahoma boycotted meeting because they are fighting with FHWA) and Texas. My counterpart from Florida DOT presented on FLDOT's rating process. We agree that NDOT's CCPR process has room for improvement. We are going to look at how Florida, Utah, Caltrans and others rate their contractors to incorporate best practices into our procedures. Many states either allow or are looking into contractors rating

the RE too. I know many of our contractors would like to do that as well. I am interested in the same as it seems only fair to me.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was not satisfactory to the R.E. Group and the Administrative Group (Jeff Shapiro) has agreed to work to improve this process. In the opinion of the R.E. Group, using real numbers and real scenarios the CPPRs are not effective on the margin and the example given is not representative. It is our position that the CPPRs have very little bearing in the grand scheme. In our opinion we need to revise the CPPR process and effectiveness or drop the CPPRs all together. Additionally, the CPPR should only apply to the Prime Contractor. We have limited relationship with influence over the Subcontractor and as such it is difficult to evaluate them fairly. The performance of the Subcontractor may be greatly influenced by the Prime Contractor.

**8. BRAT Process (District 3)**

It would be constructive to have a District representative and the RE included during the BRAT process, wouldn't it?

**RESPONSE:** We agree and have talked about it with the other members of the BRAT. I will tell the person scheduling the meetings to start doing that. Teleconferencing is also readily available. (See Appendix D)

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. Staying tuned for more information.

**9. Selling Asphalt Millings to Contractor (District 2)**

District II currently sells cold millings back to the contractor for \$2/ton. Recently it was proposed to raise it to \$10/ton. Is this reasonable? What are Districts I & 3 doing?

**RESPONSE:** Setting a hard per unit price may not be the most appropriate way to deal with the issue. District 2 has sold millings at \$2/ton as a cost reduction change order. District 3 has also used a change order to allow a contractor to remove stockpiled millings at \$10/ton. They were also credited \$10/ton for project millings returned to the stockpile. \$10/ton was deemed reasonable based on the project bid price of shouldering material that was needed due to the lost quantity of millings for RAP.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. The R.E. Group views this as a variable case by case situation that should be addressed by the specific Resident Engineer.

### **10. Contractor Engineering (District 3)**

Projects with contractor engineering commonly have a bid item for "Survey Crew", the specification does not currently address the office time required to setup the field surveying. Should we add a line to the specifications stating that all preparation work including office time is inclusive to the bid item for Survey Crew?

**RESPONSE:** The following is suggested language changes for Subsection 200.04.01 *Measurement*. Except as hereinafter provided for survey crew, engineering performed by the Contractor will not be measured for payment.

Should a survey crew be required for extra work not covered in the original plans, or for restaking due to correction of errors in the original plans, the costs for engineering will be paid for at the contract price per unit for survey crew. The survey crew shall include furnishing at least 2 surveying personnel, surveying equipment, supplies, and vehicles required to perform the additional engineering as described herein. Do not perform surveying for extra work or for correction of errors until given approval, see Subsection 105.12 regarding unauthorized work. *All required time for various survey office work is considered inclusive to the items of work identified in this Subsection.* The survey crew will be measured by the number of *field* hours actually used.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the suggested language changes for Subsection 200.04.01 *Measurement*. Discussion with the Administrative Group (Jeff Shapiro) indicated that the use of Lump Sum item could also be considered.

### **11. Construction Staking(District 3)**

This continues to be a problem that the contractor disputes the use of staking claiming GPS is just as accurate thus nearly eliminating the need for grade staking. However, if the contractor does not have an accurate calibration there will be errors in elevation. The staking on projects is almost non-existent as contractors do not place stakes at the intervals required. When stakes are installed, the required information is not on stakes. It has been my experience that this leads to significant quantity issues at closeout. Often times the dispute occurs during quantity reconciliation and is very difficult to resolve without cross-section data. This is unacceptable as once the materials are placed it is difficult if not impossible to tell the contractor to remove them once they have pulled of the job and are in relief of maintenance mode. The lack of stakeout places an undue burden on inexperienced NDOT construction crews whose primary duties are to inspect items for compliance with specifications and to document those items accurately for payment.

**RESPONSE:** The pullsheets for Section 105 (Control of Work) and Section 200 (Engineering), which is already in use and will soon be incorporated into the new

Silver Book, details what the Department is responsible for and what the contractor is responsible for.

For the contractor, the pullsheets spell out what the contractor has to stake, and it also sets out minimum intervals of the staking for grade stakes. The pullsheets also tell the contractor to perform the engineering in accordance with the plans, Special Provisions, the Department's Stakeout Manual, and as directed.

With these pullsheets (Special Provisions), plans, and the new NDOT Construction Survey Manual, the contractor should understand what he or she needs to stake, the intervals of the staking, and what information is required on the stake. If they want to use GPS, that is their choice. However, we should still enforce the requirements of the plans, Special Provisions, and the NDOT Construction Survey Manual.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. Both groups agreed that the existing tools and specifications will work well if they are utilized and enforced to address this issue. Also the Administrative Group would like to see a revision to survey requirements to reflect modern survey technological advancement.

### **12. SS 1-H(District 3)**

As I understand we are changing the specification to make SS1-H incidental to paving procedures. However, we will still be required to track, certify and quantify this item without the use of a dedicated bid item. In the past when the SS1-H has failed certification or spread rate we have simply addressed the SS1-H through the bid item, and we have rarely removed the overlying plantmix to address deficient underlying SS1-H. Given the new specification where it is incidental how do we address deficient SS1-H??? This is placing an undue burden and allowing for inconsistent interpretation with regards to how to address this. Can we impose Liquidated Damages for SS1-H deficiencies, specifically? This will provide a clear and consistent guideline for dealing with deficient SS1-H.

**RESPONSE:** Keep in mind that the SS-1H is only incidental when used as a tack coat. Every other use should have a bid item.

To answer your questions/concerns, the pullsheet for Subsection 109.02 (Scope of Payment), which is already in use and will soon to be in the new Silver Book, states that the cost of the emulsified asphalt (diluted) will be \$450 per ton.

The pullsheet for Section 405 (Tack Coat), which is already in use and will also, be a part of the new Silver Book, states that the emulsified asphalt will meet the requirements of Section 703 (Bituminous Materials). Section 703 addresses the demerits pertaining to the SS-1H that does not conform to the applicable tests that are performed by the Materials Division.

Therefore, by having a cost for the emulsified asphalt (diluted) and demerits, LDs can be charged for non-conforming SS-1H.

As for an LD for the application rate, we are not in favor of creating one. We feel that the paving inspectors should have time to check the application rate during the time it is breaking. He or she should also be able to visually see if there is enough tack coat applied. If there is not enough tack coat applied, the contractor should apply more. If the contractor is placing the plantmix prior to letting the SS-1H break and not giving the inspectors time to check the application rate, then in our opinion, the specifications should be enforced.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. The R.E. Group asked why it is taking so long to implement this. The Administrative Group (Jeff Shapiro) indicated that the Specification Division had challenged implementation and the matter had been escalated which had caused a delay.

### **13. Change Order Process(District 3)**

I have several questions here revolving around the process. It appears that we often are asked to work backwards from a requested dollar amount submitted by the contractor as part of the justification process. This leads to all kinds of creative ways to justify that dollar amount. This in turn leads to inaccurate bid item quantities which are altered to allow for compensation to a specific dollar amount. Would we not be better off to place the burden on the contractor and require a detailed bid breakout from the contractor and then treat all change orders as lump sum based upon that detailed breakout. We can still control the pricing using existing contract bid items as a basis for the breakout, and the R.E. will still be required to get the most competitive pricing possible but the payment structure would change to lump sum.

**RESPONSE:** Will discuss at RE Meeting

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question discussed amongst the R.E. Group and was resolved. The Administrative Group (Megan Sizelove) will be posting the new cost analysis forms to sharepoint.

### **14. Quantity Tracking(District 3)**

What can we do to streamline this process and achieve consistent agreement between the contractor and the field crews? As it is currently done we rely on our measurements in field and at times they are disputed by the contractor with a variety of weak supporting backup to challenge the exact quantity. It seems at times that they simply try to cast doubt on one item and then expand that into all items. One missed entry in a book that cannot be reconciled often causes significant problems.

**RESPONSE:** Will discuss at RE Meeting

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question discussed amongst the R.E. Group and was resolved. The individual R.E's need to

address this with due diligence. Involving the responsible inspectors, conducting regular quantity/payment meetings with the contractor, and improving relations with the contractor in order to facilitate timely review and identification of quantity issues is necessary. Also, EDOC (electronic documentation) is coming and the Contractor having the read only version of Field Manager will help solve some of the quantity issues.

### **15. Safety(District 3)**

Due to potential liability concerns do our engineering tech series employees require some form of training, certification or qualification when providing inspection services for electrical items. We realize that the majority of this work is performed when the system is not energized, however, there could still be a risk involved when back checking quantities or verifying pull boxes etc.

**RESPONSE:** Some time ago, we used to have personnel from Traffic Operations provide a training presentation as part of our annual General Inspection classes. For some reason, we stopped providing that training over the last couple of years.

After discussions with Rod Schilling, who is the manager of the Signal, Lighting and ITS section of the Traffic Operations Division, we have decided to begin adding this training, which will be updated, to our General Inspection classes this year. Since we have already held all of our construction classes in District 3, the Signals, Lighting and ITS section will provide a standalone presentation sometime in the next couple of months.

For Districts 1 and 2, we will add it to the General Inspection classes that will be held in Las Vegas (March 25<sup>th</sup> thru March 29<sup>th</sup>) and Carson City (April 8<sup>th</sup> thru April 12<sup>th</sup>). From this point forward, we will be offering it every year as part of General Inspection class in all three Districts.

We feel that this training along with the required OSHA 10-hr/OSHA 30-hr training should suffice when providing inspection services for electrical items.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. The R.E. Group states it is about time thank you very much. This is appreciated. Good question Mr. Peartree thank you for getting this on the agenda.

### **16. Documentation (District 1)**

We seem to be going paperless with many of our processes. Can we discuss electronic distribution of letters and submittal approvals to the contractor? Every letter we write is scanned and sent electronically to the contractor (most don't even want hard copies). We keep the original on file and send copies to District and Construction HQ. Would it be sufficient to just carbon copy everyone when the letter is sent to the contractor?

**RESPONSE:** Will discuss at RE Meeting

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was discussed in open forum and the R.E. Group was in agreement with the Administrative Group. As we are transitioning into the EDOC era The R.E. Group would like to begin using electronic copy (EC) to eliminate internal paper copies of correspondence sent from the R.E. to the Contractor. The Administrative Group has agreed and would also like to see that transition. The Administrative Group would like to leave this in the hands of the individual districts. Warnings: 1) Make sure that all parties involved understand that originals will not be forwarded at a later date. 2) You must include project numbers and federal aid numbers in correspondences...especially when corresponding with FHWA. 3) Make sure the scanned correspondence is saved with a descriptive file name, prior to attaching to an e-mail, which includes the contract number and a brief name for the correspondence. Check with your supervisors about using EC specifically.

**17. Submittal Process (District 1)**

Regarding submittals: What is standard practiced among other R.E.'s? Is a letter of approval sent, or is email sufficient?

**RESPONSE:** Email approval is sufficient as long as the email is retained in the proper location as correspondence to the Contractor. Email may not be the best method or recommended in all instances of correspondence. Judgment should be used to determine when an official hardcopy letter is more appropriate to the situation.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. The R.E. will exercise their best judgment.

**18. E-Documentation (District 1)**

What is the current status of electronic documentation? There was discussion last year about having a test project or two this year.

**RESPONSE:** Will discuss at RE Meeting

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. Jeff Shapiro briefed the attendees on the status of EDOC (AASHTO Field Manager) during the R.E. Meeting: The response to this question was discussed in open forum. No test project yet. The vendor has been selected and contracted. We will be having user group meetings to discuss design/setup beginning this month. AASHTO Field Manager is the "off the shelf" product that has been selected. There was a \$2million budget for this and the product cost ~\$400K. We will be looking to stretch \$1.6mil as far as we can for equipment. Should be simple to use and eliminate field books. Logistics TBD think 2014....

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**19. Mark-up on Change Orders (District 2)**

The contractor(s) have recently been submitting a 10% markup request on all subcontractor change orders/LOA's. In accordance with our specifications,

mark-up on mark-up is not allowed, and we would like clarification on "mark-up" to include, "indirect overhead, profit and bond"

**RESPONSE:** Will discuss at RE Meeting

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was discussed in open forum and the R.E. Group was in agreement with the Administrative Group. The R.E. Group would like to see a pull sheet to address the allowable markup and distribution of that markup for non-force account Change Order work. During the discussion it was noted sometimes on larger projects involving third tier subcontractors the prime contractor quotes and requests Change Orders involving mark ups on mark ups on mark ups which can multiply to 5 figures. The R.E. Group would like to model ADOT policies as ADOT has an existing pull sheet addressing this mark up on mark up issue for non force account change orders and adopting a pull sheet like this will allow NDOT R.E.s a stronger Change Order negotiating position with the prime contractor. The Administrative Group will look into it. (See Appendix H for ADOT language)

## **20. Loop Placement (District III)**

Exact loop placement seems to be one of those mysterious things that cannot be included in plans. Why do we have to contact someone from Traffic for the exact location of loops, when this information should be included in the plans during design? Many times this leads to issues with where they want the loops such as adding pull boxes, conduit and or some removal items to facilitate placement.

**RESPONSE:** Randy Travis attended and presented last year, 2012, at our RE meeting and explained in depth why his Division needs to physically determine exact loop placement.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response for this question was not accepted by the R.E. Group. While Randy Travis did indeed attend and present on loops during last year's R.E. Meeting, the exact same question about loops was asked once again this year. The R.E. Group simply recommends that, absent any extraneous or special circumstances, the work of locating loops should be put into the plans up front during the design phase. This position is not specific to loops and is basically that **all design work should be carried out during the design phase** to reduce any possibilities of delays or claims during construction.

## **21. Proctor Method (Consultant)**

Status of the Implementation of the Proctor test method. Have any RE's used it? Do they have comments?

**RESPONSE:** We have implemented the Modified Proctor test method on Contract 3505 (US 50 widening) in District 2 which is currently on-going. The plan for the 2013 construction season is to implement the Modified Proctor test on the Carlin Tunnels project in District 3 and Contract 3530 (Cactus Interchange) in District 1.

Prior to the 2014 construction season, we would like to have all of the bugs worked out, if any, which originated from the three test projects. Once the bugs are worked out and beginning in the 2014 construction season, we plan on implementing the Modified Proctor test method on all projects statewide.

Our Independent Assurance testers (Progress testers), have been thoroughly trained and have trained personnel that are in the 2013 Testing School. For those of you who are not in the 2013 Testing School, training had or has been set up for the crews utilizing the method in 2013. For the remaining crews, training will be set up prior to the 2014 construction season.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. The R.E. (Steve Lani) from contract #3505 indicated that the test method varies from the ASTM method we all know and love. Additionally, he reported that the method is slower than the Harvard Miniature and he questions the accuracy and precision of the method without the benefit of automatic hammers.

## **22. Open-grade Overruns (Consultant)**

Status Overrun of open grade seems to be happening on most projects. On our project over 10% was due to the increase specific gravity from theoretical to actual. Has anyone looked at how the theoretical is being computed and how it compares to actual? With the tight project budget there needs to be an adjustment to provide more realistic plan quantities.

**RESPONSE:** The "Theoretical" specific gravity of the PBS is based on the regional average aggregate specific gravity and historical bit ratio, or from the previous mix design results if a material site is designated. It is very difficult to predict the material source during the design stage. We are now working with the Construction Division to have the open grade rice specific gravity run for the mix design and in the field. This will provide a better measurement to adjust the plan quantities in the field.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. We would appreciate it if the Administrative Group would continue to look into this and improve it in any way possible. Also, the R.E. Group suggests that a contingency be considered for the quantity total as part of the improvement (perhaps a 10% bump).

## **23. E-prime(District 1)**

Last year we discussed the use of a new product called E-prime. This was tested on our West Mesquite Interchange Design Build. The Materials division was pleased with our application and test results. The intent is to use this product in lieu of MC-70 as prime coat. Do we have any specifications developed for

application rates, temperature range of material, and ambient/surface temperature restrictions? Also, sampling and testing frequency?

**RESPONSE:** We now have a QPL section for prime coat. The contractor will need to supply the certificate of compliance, which includes the manufacturer's recommended application rate. The RE will verify the application rate, time and temperature restriction in the field and proceed according to the type of material they are using. Sampling and testing frequency will be as listed in the Construction Manual (one per each delivery truck).

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group.

#### **24. MAP-21 Changes (District 3)**

MAP-21 has increased the requirement for positive protection (barrier) for highway workers, are we addressing this in the new Standard Specs? Lately, contractors have submitted traffic control plans reduced protections with value/cost benefits as the justification. These have been approved, but will this continue with the new requirements?

**RESPONSE:** The requirements from the Final Rule on Temporary Traffic Control Devices (Subpart J & K) were duplicated in MAP-21. The Department incorporated all requirements from the "Rule" into our Work Zone Safety and Mobility Implementation Guide (Red Book). I have attached the specific requirements and FHWA concurrence on the Department's implementation for your use/reference. (See Appendix F)

It would appear that the approval of traffic control plans that do not meet the Department's Red Book requirements needs to be addressed.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. The R.E. Group feels that the traffic control plans need to be submitted and evaluated on a case by case basis.

#### **25. Consultant Design (District 3)**

Some recent consultant designed projects have come out that consisted of a roadway profile and some quantities and little else. What standard are these held to?

**RESPONSE:** The Project Management Division administered the Accelerated Project Delivery (APD) Program beginning in April 2011 to stimulate the state economy through an accelerated release of program management, scoping, final design, and construction contracts. An important goal of the program was to meet commitments made to the AGC by accelerating delivery of projects to construction starting in the 3th quarter of calendar year 2011. In order to

accomplish this aggressive schedule, every effort was made to accelerate the processes of scoping, final design, programming, advertisement, award, and execution. For the initial round of projects, the scoping and final design processes were less than 20 days each in duration. The Program focused on rural, 3R type pavement rehabilitation projects with no right of way acquisition and minimal environmental and utilities impact.

In order to execute the Final Design in a short period of time to meet the needs of the Program, streamlined design delivery standards were developed that resulted in an abbreviated plan set in comparison to traditional NDOT Headquarters improvement plans. Based on the specific needs of the project, the typical plan set for the APD Program projects totaled 12-15 plan sheets and was comprised of the following components (we coordinated what to include in the plans with the AGC and ACEC to ensure constructability):

- Title Sheet
- Vicinity Map
- Typical Sections and Details
- Three Sheets
  - Summary of Surfacing Quantities
  - Theoretical Application of Surfacing Materials
  - Shoulder Material and Millings Summaries
- Signing Schedule and Details
- Striping Summaries
- Other Misc. Schedules (Culverts, Guardrail, Approaches, Object Markers, Guide Posts)

Prior to preparation of the plans, the Final Designer completed a field visit with NDOT Materials and District personnel with a focus on the following:

- Pavement rehabilitation strategy and limits;
- Treatment of roadway approaches;
- Replacement of guide posts and object markers;
- Inclusion of rumble strips and safety edge;
- Replacement of substandard culvert end sections;
- Replacement/addition of roadway signing; and
- Guardrail adjustments and replacement of end treatments.

The use of these streamlined design delivery standards worked very well for rural 3R type projects and was critical in meeting the schedule commitments made to the AGC. The one urban project that was advanced to construction was SR 443. On this project, it was a challenge developing adequate improvement plans utilizing the same design standards due to the numerous utility adjustments and curb and gutter/sidewalk improvements.

Industry support from the AGC and ACEC has been positive and the cost performance of the projects was excellent. Of the nine projects that were

advanced to construction, total project delivery costs (program management, scoping, and final design) comprised less than 5 percent of the total project costs. Final construction costs, including change orders and quantity overruns were less than one percent over the total bid amounts for the projects advanced to construction. Feedback from resident engineers reflected on the post construction reviews was generally positive with the indication the abbreviated plans were sufficient to construct the projects.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group.

#### **26. Microstation Training (District 3)**

Would it be possible to set up some additional training for the operation of Microstation v8 and Inroads in District 3? Every construction crew has this software, but there has been plenty of turn-over and it would be good to have everyone current with its capabilities.

**RESPONSE:** There is no budget for any future instructor-lead training. However, we did arrange to have on line training that is available to everyone. This is the same type of training we are using for new Design staff as well. Anyone interested can go <http://shptsrv1/010/CADD/default.aspx>. Under the CADD Training Resources section, click on the Bentley Learn Subscription. It will provide a step-by-step description of how to access the learning courses, including how to get a login.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. Contact Monty Bliss or Sam Lompa to get pointed in the right direction.

#### **27. Past Project Plans Server (District 3)**

Could we have a site/server set up that has a PDF and DGN copy of past and current contracts plans by route?

**RESPONSE:** Great request!! Some more recent electronic copies of As-Builts and current contract plans and special provisions are available through IRWIN. There are a limited number of licenses available for IRWIN. Anyone can contact Sara Martel (888-7437) and request a user id and password. There are multiple search features including by route available in IRWIN. The long term plan is to have all our contracts in this system.

For contracts not in IRWIN, in the meantime, you can use the Contract Search tool in the Design Division sharepoint site, Project Development Related Links, and find a contract number. Then, request Records Management for a copy (888-7437, or email at Records Mgmt & Requests (NDOT Staff Use Only – use the NDOT email address book) for a hard copy or pdf. There are also some limited contracts available on Administrative Services' sharepoint site in the Plan Room.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. The R.E. Group say thank you very much.

**28. Materials to be installed per Manufacturer Specifications (District 2)**

Often we spec out materials/products to be installed "per manufacturer recommendations". But often each manufacturer has many applications for one material/product. So when contractors solicit quotes during the bid process, they naturally are given the cheapest application possible. So we end up in conflict during installation (even though it's per manufacturer spec), but not what design intended. Should we keep using "per manufacturer recommendations"?

**RESPONSE:** In general, Design will emphasize to our staff that if we are using manufacturer's recommendations we will verify that if there are multiple applications, we are specifying the correct application.

We are aware of the issue with impact attenuators and have been trying to resolve that through the QPL. In addition, we are working with FHWA to allow sole sourcing for impact attenuators at specific high speed/high crash frequency locations.

If there are any specific reoccurring problems with items, please forward that information, and bring it up at the post-construction meeting and Design-Construction meetings.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group.

**29. Design Build (District 1)**

Regarding Design Build projects:

Will we continue to do these types of projects in the future?

If yes, are we developing a standard procedure for project close out?

**RESPONSE:** We anticipate doing more DB projects in the future. Subject to the Board Approval, NEON will be let as a design-build-finance-operate-maintain project in 2014.

We have developed closed out procedures that is currently under review.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group.

**30. Survey Monument LOIS Compatibility (District 3)**

The Survey Monument Location Information System (LOIS) is not compatible with windows 7. Will this site be upgraded any time soon?

**RESPONSE:** The new application should be live by February 1<sup>st</sup> for internal users. It should be available to the general public within two weeks after that.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group.

**31. Trimble Software Compatability (District 3)**

Some crews have the latest version of Trimble Business Center and others have an older version. The older version cannot open a file that was created with the new version. How do we keep everyone at the same version? Why can't the software update automatically?

**RESPONSE:** We have copies of Trimble Business Center statewide on 38 computers. The product requires a USB key to be fully functional (we have 26 keys). Some crews have a single computer with the program, others have multiple computers and move the key around depending on who is needing it.

IT is currently in the process of getting all copies of TBC to either version 2.81 or 2.80. We started the updates going to version 2.80 and then version 2.81 was released. I made the decision to finish areas (Elko, LV , etc) with the same version that had been installed for the other crews in the area. Once all the computers have been updated to at least 2.80 then we can go back and update those computers to 2.81. The updates are being done remotely but the updates are quite large so it requires the installer be copied to each crew computer that requires the update and installed.

Each year the maintenance is renewed, we receive an update code for the key assigned to the crew. We have to coordinate with each crew to make sure we know which computer has the key and that it is connected so the key can receive the update code as well as the software update so the key will continue to function.

As of today (1/30/2013) out of 26 copies of TBC we have;

2.81 - 6

2.80 - 14

2.70.2 - 2

2.40 - 3

2.20 - 1

2 work orders are currently open for the 2.20 and a 2.40 version to be updated. Please let me know if you have any other questions.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group.

### **32. Bridge Deck Repair (District 3)**

The structures division has been severely underestimating the amount of work required to complete the force account item for Bridge Deck Repair. On our project this last summer the force account budget was \$150,000 and for us to complete the work as shown on the plans the actual amount of work would be more than 5 times that amount. How can we prevent this from happening in the future?

**RESPONSE:** The scope of work for deck repairs is developed based on review of the information obtained during the PDFS, inspection reports, age and type of previous maintenance and repair activities, the age of the existing deck and deck overlays (if applicable), previous repair strategies of similar structures and the available budget for the project. Recently, we have been working on structures that are covered with an existing plantmix overlay, which prevents visual inspection of the deck. Technology for non-destructive testing and inspection of the decks such as ground penetrating radar and other techniques is not refined enough to provide quantifiable or reliable results. Even removal of a portion of the deck overlay during the design phase may not provide results that are applicable to the entire deck, when attempting to develop the project scope. With recent District III projects, we have seen more severe deck and polymer overlay deterioration than we have experienced previously, especially when the polymer is covered with plantmix.

We make every effort to provide conservative, but reasonable estimates for the deck repair work required. For the reasons noted above this is difficult when the deck cannot be visually inspected or subjected to sounding or chain drag techniques. Considering several recent projects in the District III area, we will have to revise our estimates for service life of polymer overlays (especially those covered with asphalt), and potentially deck life. This may result in complete deck replacement being a more viable option on future projects; this could result in increased projects costs. We will be available for discussion during the round table portion of the conference.

***RE RESPONSE AFTER DISCUSSION AT THE MEETING:*** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. The R.E. Group requests that you follow through and continue to improve this process.

### **33. Bridge Deck Repair Polymer vs EA Concrete (District 3)**

Partial depth Bridge Deck repair typically calls for polymer concrete for the repairs, however it is common for these repairs to get to the top mat of rebar, which results in a depth of close to 5 inches. If we allow EA concrete to be used in these situations it could result in significant savings to the state for these repairs. Is this something that we can consider doing?

**RESPONSE:** See previous response. Often, polymer concrete is used as a patching material if a polymer overlay is to be placed on the structure. This is done so the repair and overlay can be completed as a single operation, avoiding

material compatibility concerns, multiple materials, crews and operations, multiple curing periods and also potentially minimizing traffic issues or impacts. Less expensive materials could complicate repair operations for these reasons. A possible solution is to specify less expensive materials for the repairs in question that are compatible with the polymer concrete; the contractor could then propose to use polymer concrete at his expense, in those instances where he wants to eliminate multiple operations. We will be available for discussion during the round table portion of the conference.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was accepted and the R.E. Group was in agreement with the Administrative Group. This was supposed to be discussed open forum and was missed. The Administrative Group (Mark Elicegui) briefly addressed this while talking about other issues.

**STRUCTURES RESPONSE/FINAL ACTION PLAN:** The Administrative Group, or their designated representatives, will form a Working Group. The goal of this group will be to research deck patching materials and their effectiveness, and if appropriate draft a pull sheet specification or QPL list for a suitable, and less expensive patching material. (A longer-term effort would be to develop QPL criteria if the QPL list is implemented.) Updates on this effort will be provided at the Design-Construction meetings. The goal is to complete this effort in by the end of July 2013 and implement changes if/as appropriate at that time.

#### **34. Bridge Deck Sealing (District 2)**

On numerous bridge widening projects, we have had to write change orders to address the costs of sealing the bridge decks due to cracking. Is the Department looking into incorporating the sealing/overlays of the bridge decks into the contracts (Caltrans does this) so that we do not have to write these change orders?

**RESPONSE:** The response is written with the assumption that the concern is in regards to the cracking on the widened, or new, portion of the bridge decks. We are aware that some other states (California, Utah and possibly others) include overlays on new bridge decks. Typically, these are "multi-layer" epoxy or polymer overlays that are approximately 3/8" thick. These types of overlays are less expensive than our traditional 3/4" polymer concrete overlay, but have a shorter service life (6-10 years). At this time we have no plans to incorporate this as a bid item.

It can be considered as a bid item; however, from a broader perspective, the enforceability of the current verbiage in 501.03.09 regarding repair of deck cracks should be discussed. Current verbiage is: "Repair all cracks on new bridge decks and approach slabs. Repair cracks by epoxy injection as specified below or by polymer concrete overlay according to Section 496. Submit requested method of repair for approval." We will be available for discussion during the round table portion of the conference.

**RE RESPONSE AFTER DISCUSSION AT THE MEETING:** The response to this question was discussed in open forum and the R.E. Group was in agreement with the Administrative Group. The R.E. Group feels there is a need to address the cracking of newly widened bridge sections that occurs during construction. We would like to see this addressed by either the addition of a bid item (crack sealing) or the inclusion of crack sealing as incidental to this unit of work. The Administrative Group (Jeff Shapiro, Mark Elicegui, & Reid Kaiser) will look into revising the 501 or 496 specifications to specifically include new widening. They will look to clean up any confusion on the enforcement of the existing specifications.

**STRUCTURES RESPONSE/FINAL ACTION PLAN:** The Administrative Group, or their designated representatives, will form a Working Group. The goal of this group will be to research/evaluate deck the current pull sheet specifications in 501 and draft 2013 Standard Specification for possible improvements. The new spec will be applicable to both new bridge decks and new decks for bridge widening. The draft specification would be subject to final approval by the Admin Group (Jeff Shapiro, Mark Elicegui & Reid Kaiser). Updates on this effort will be provided at the Design-Construction meetings. The goal is to complete this effort in by the end of September 2013 and implement changes if/as appropriate at the time.

**35. Prime payment to Subs (District 2)**

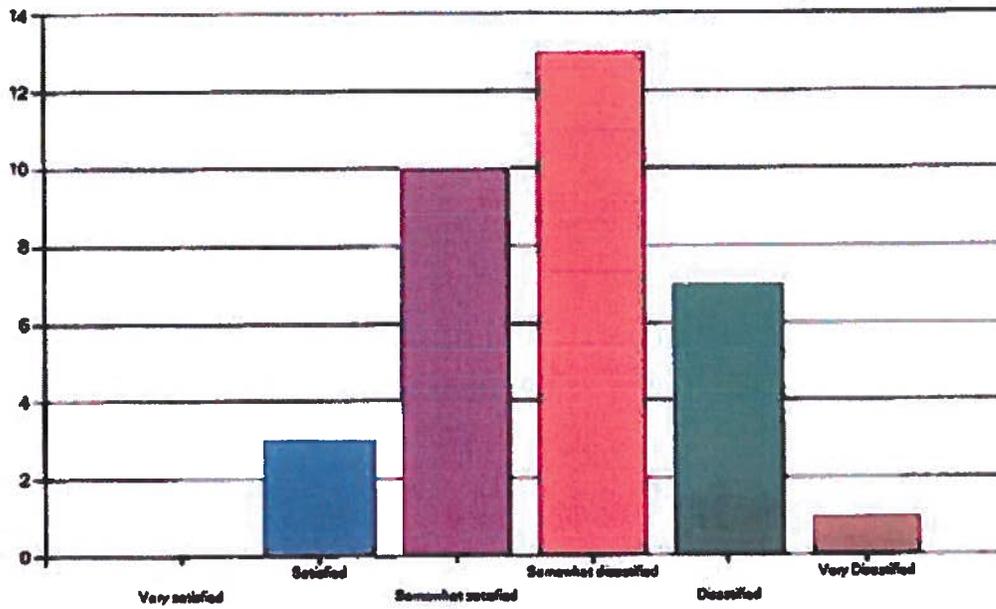
We are currently having issues with the Prime contractors not paying their subcontractors in accordance with our specifications and applicable NRS. The current draft policy puts the responsibility on the RE to solve the issue but is also vague on the avenues to pursue. Furthermore, the current specifications are sometimes in direct conflict with subcontractor/prime contractor agreements (some agreements state that payment is due in 30 days) and needs to be consistent. What is the status of the policy and is the specification regarding subcontractor payments being addressed?

**RESPONSE:** Will discuss at RE Meeting (See Appendix G)

# **SURVEY RESULTS**

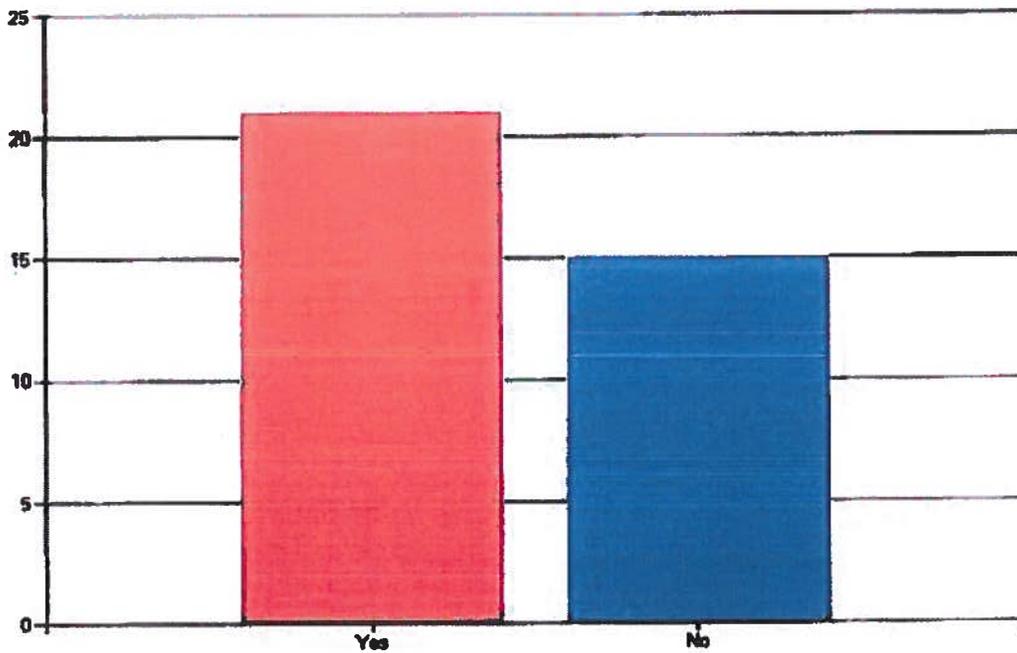
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How satisfied are you, in general, in the quality of the final plans and specifications you receive for construction?



2

Are your plan and specification review comments incorporated into the final set of plans on a regular basis?



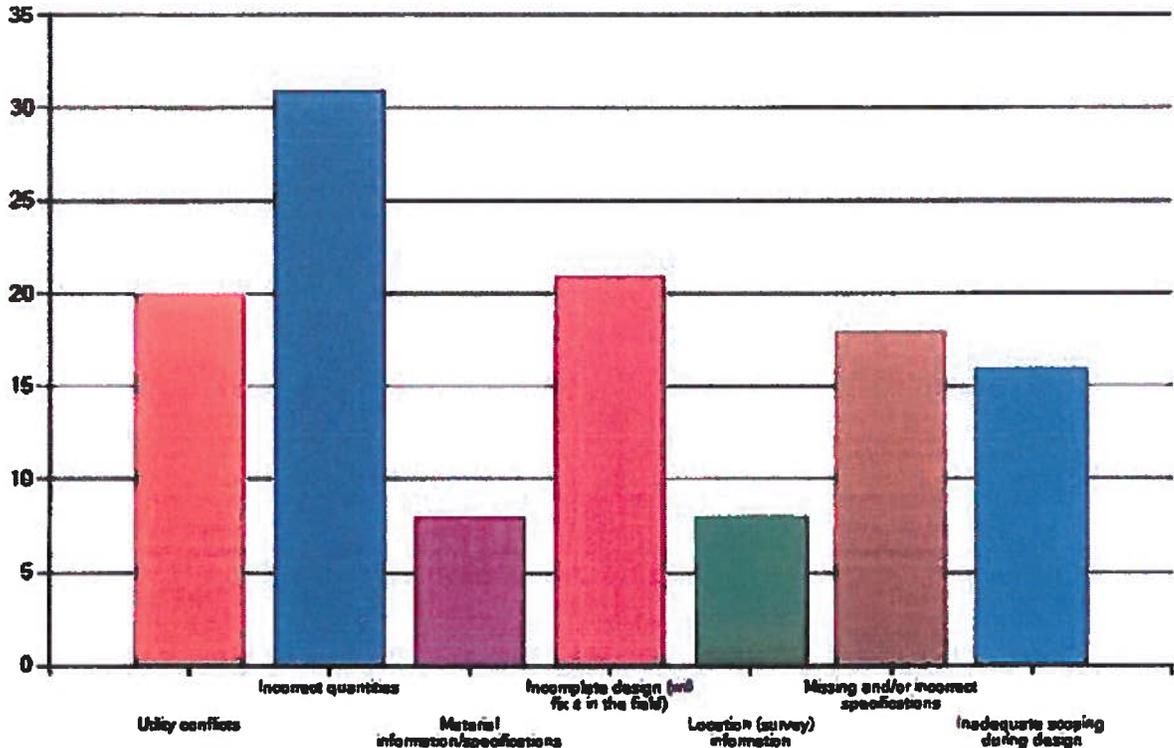
- No followup communication among Divisions.

- It has been the experience of this crew that the projects are being processed so quickly that often the review comments are not included. There is very little time between the 60% and 90% reviews and once we receive the 90% review it is often much too late to process additional changes which should have previously been addressed. On a regular basis we are given very little time to review plans during a heavy construction season where we are preoccupied with current contracts. Additionally, we may not actually know the crew assignment for a project and we are not able to have a consistent review from the crew that will actually do the work when the contract is let.
- RE's need to be assigned projects early on, so they can be involved in the Design process.
- Sometimes we are not given the opportunity to review the plans and specifications.
- We aren't given enough time to fully review the plans and specials. We often receive them 1-2 days before the review.
- Only to the extent we are allowed time to make the reviews. Insufficient time is allowed typically for the Construction Crews to provide an adequate review of plans and specifications.
- Not sure...
- sometimes incorporated but not always
- We have agreed in the 90% review on issues with all in attendance and then the plans/specs come out with incorrect or intentionally changed specs. This issue, for example, would be "drop dead date" verses working days.
- Some minor items are not incorporated but if you send a memo or attend the meeting the major changes are incorporated.
- They are usually not solicited.
- Typically, the crews (specifically throughout District III) do not receive a preliminary PS&E package with enough lead time with which to perform a proper review. Given the workload the crews are faced with throughout the Construction Season AND Closeout Season (keeping in mind seasonal training and instruction of new and existing employees as well as approving leave time accrued during the Construction Season, one or two weeks for review just does not suffice). Additionally, we do not gain much by dropping the tasks we are currently performing in order to review a set of 60% plans and specials when we are uncertain the job will go to bid.
- Sometimes no explanation is given but often it simply appears that not enough time has been allotted for distribution and review of plans, and for incorporation of review comments into the final plans, and the plans are just rushed through in order to meet a bid date.
- Often not given the plans early enough. Even if we comment, the response is it is too late to add to the plans.
- Good Question. Comments are often the result of something missed up to that point, and then no one is willing to commit to a "last minute fix" because it might delay the project date. We are often asked "Can't you just fix that in the field?"
- Mostly, although sometimes we have to remind them to include comments on subsequent reviews.

- Sometimes. It has been seen over and over that the lesser important comments/changes are left in the specs/plans but the very critical changes/comments are almost always removed by the 100% set.
- Majority of the time it is but on occasions it "seems" that they are intentionally left out.

3.

What contributes to the largest plan and specification issues you encounter during construction?



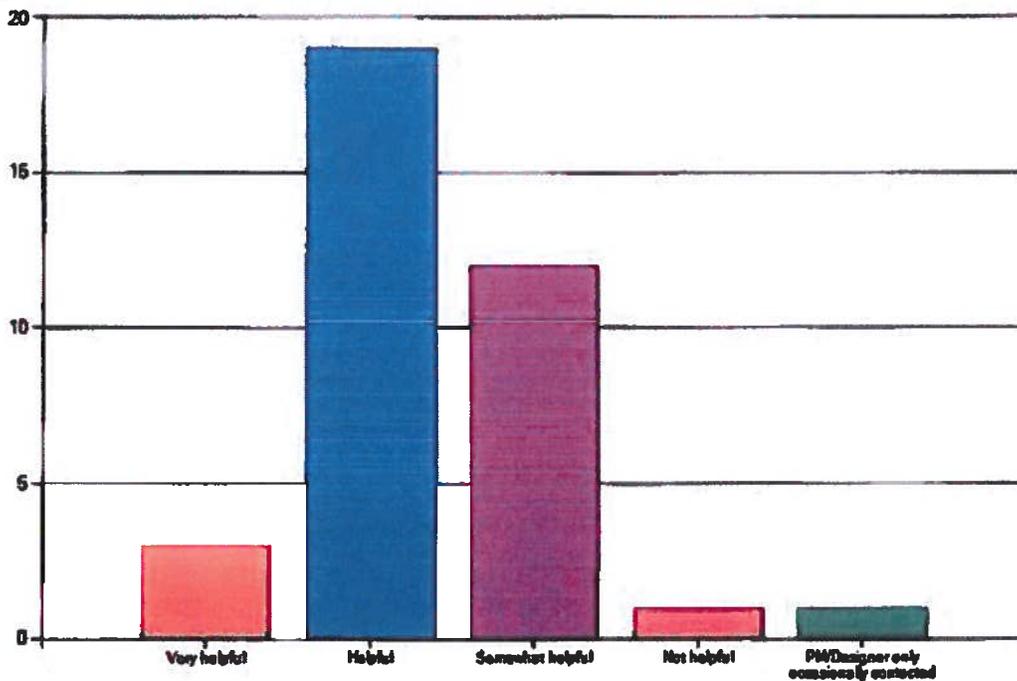
- Inadequate verification of existing conditions.
- Often there is a conglomerate of several of these items.
- Hydraulics. No or miscommunication between divisions.
- Why are the earthwork quantities now placed on the regular plan sheets? They use to have their on place in the plans with the profile elevations. This causes too much confusion if you ask me.
- There is some conflicting information on plan sheets, the "3" sheets, and also with the structure list.
- The main problem with plan review is that construction crews and District don't review their plans like they should. They have to take ownership and do the review and attend the meeting.
- Lately, (meaning within the last 2 or 3 Construction Seasons) our crew has dealt with enough major plan quantity and location busts to put us on notice that we now are not only responsible for the construction of the project, but we must

constantly beware of situations in which we will be obligated to field-engineer the issue. This implies increased vigilance and additional work for my inspection caste whom are struggling with the current workload, as it stands. The kicker is that the bulk of these types of issues don't roll around; they leap right out at us with little to no advance warning. This is where delay claims and the like arise to hinder project progress and distract all involved from appropriately stewarding the taxpayer dollar.

- Designing projects using Google Earth instead of an actual field review where the designer goes out and looks at the project site.
- The designer needs to confirm the existing conditions and not rely on as-builts or outdated information. This requires site visits with enough time to actually verify the existing conditions and existing material dimensions, etc. Sometimes it may take destructive testing, but I believe it will save money in the end -- a lot of money, because it will reduce change orders, which can be costly.
- Lack of understanding by Specifications Personnel tasked with duty of writing specifications. Specifications is tasked with writing specifications on things they know nothing about and while they give it a try, many times it takes several revisions or time on our part to actually write specifications for the specifications.
- common sense in design and fitting field conditions.
- Scope of drainage facilities on Geiger grade was under analyzed prior to bidding
- Scope of intersection widening at McCarron/N Virginia was under analyzed

4.

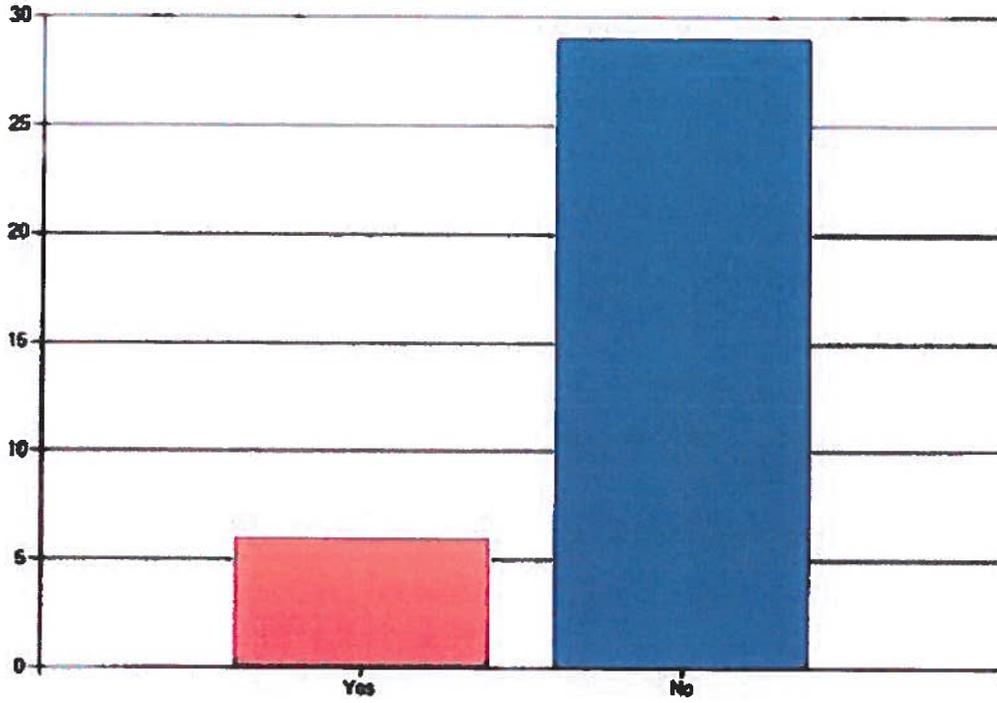
When contacting the project manager/designer for design intent, change orders, quantity over-runs, plan discrepancies, etc. the information provided is:



- **Very supportive to all the questions, however, that does not eliminate change orders.**
- **In house design is more helpful and quick to respond than Consultants**
- **It is often very difficult to obtain a straight answer from the design groups; especially when there is a perceived assignment of errors & omissions.**
- **PM's in district 1 non existent**
- **Normally don't use them that much. Most of the time we have to go with what is in the plans. They could have intended something else but unless it is an easy or no cost, the change is not made.**
- **In the past when issues required address by Change Order, I have found Design and Bridge to be somewhat unreceptive to taking responsibility for Change Order Requests, especially when it is apparent the issue is a quantity bust or design error/omission. The problem I have is that we in Construction are expected to step up to the Change Order plate at a moments notice for any issue that may require address. It is reasonable to expect the same from the respective divisions, specifically if the issue originates from that particular division.**
- **Usually the designers/PM are helpful, but it would be better to get it right the first time.**
- **Depends on the Designer. Some are helpful, but most enter a defensive mode and cannot seem to accept they may have been in error.**
- **Some are helpful, others can't be bothered after it's to construction.**
- **It depends on which section is wearing the PM hat.**
- **The designers are very helpful and for the most part very efficient. The project manager section of NDOT that I have worked with are non-existent on projects and very uninformed about the projects during construction. Project management usually appear for the Pre-Con and show up for the Opening to get their credit. NDOT's biggest mistake in my opinion is the creation of this section that is totally unnecessary and inefficient. Words cannot describe what a waste of taxpayer money this PM section is and should be cut from NDOT's budget. They appear to be very inexperienced and lack the knowledge required to be a successful Project Manager in dealing with issues that arise during construction, which is why I consider it a fatal mistake to give these PM's authority over the construction phase of projects.**

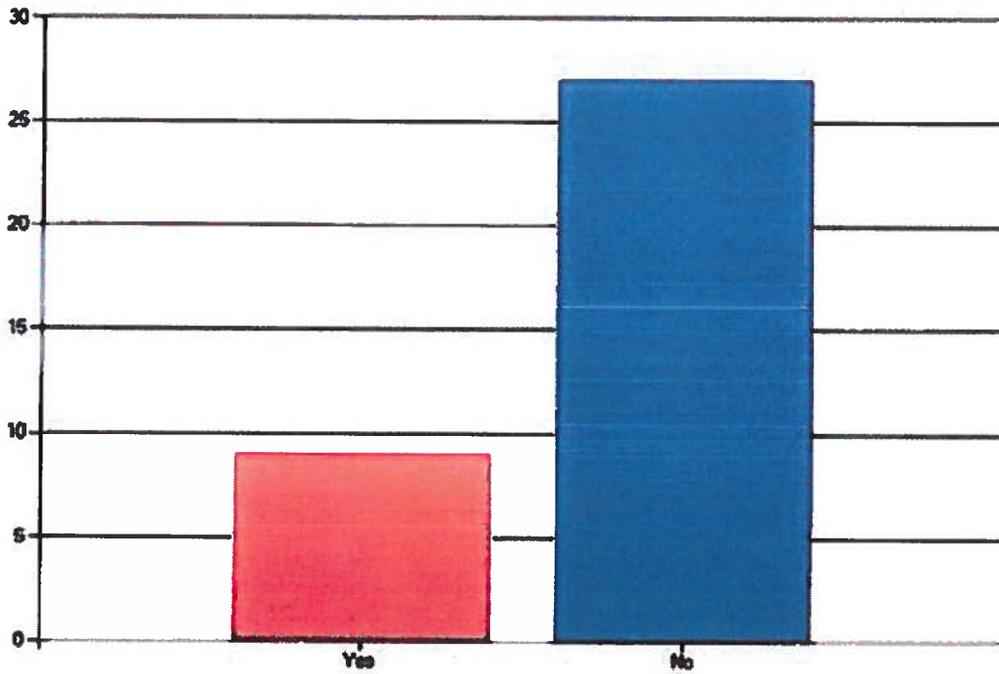
5

Do you feel the Bid Review Analysis Team (BRAT) is effective?



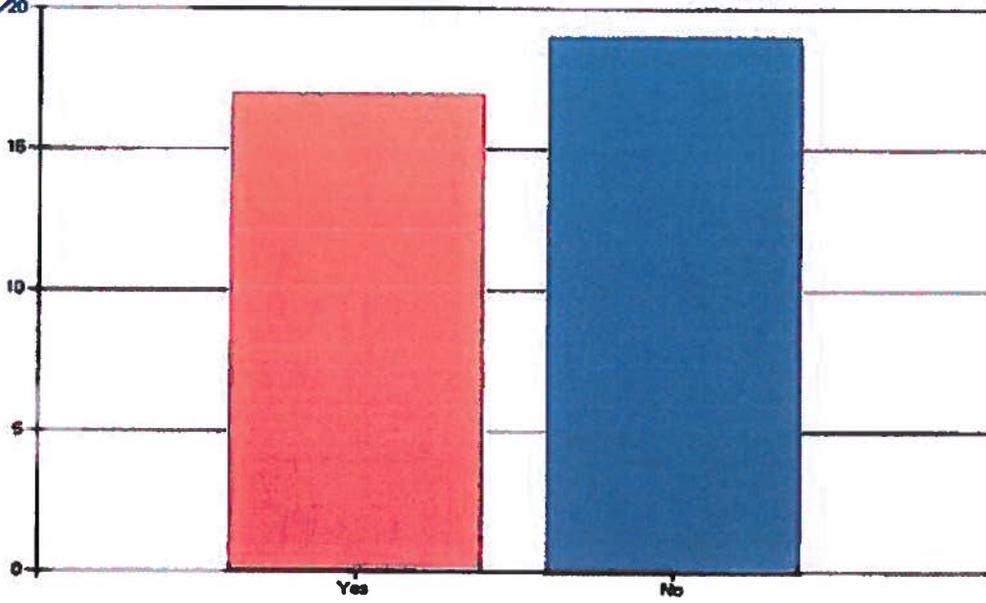
6

Do you know who is on the BRAT and who to talk to if you have questions or concerns that you would like to have the BRAT discuss?



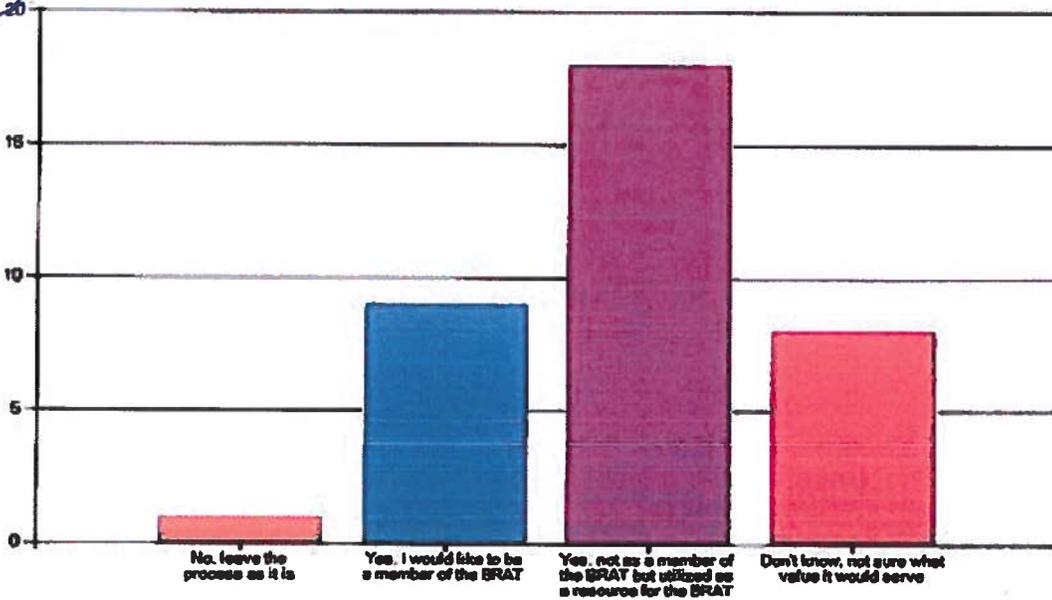
17

Are you aware there is a documented procedure the BRAT utilizes when analyzing bids?



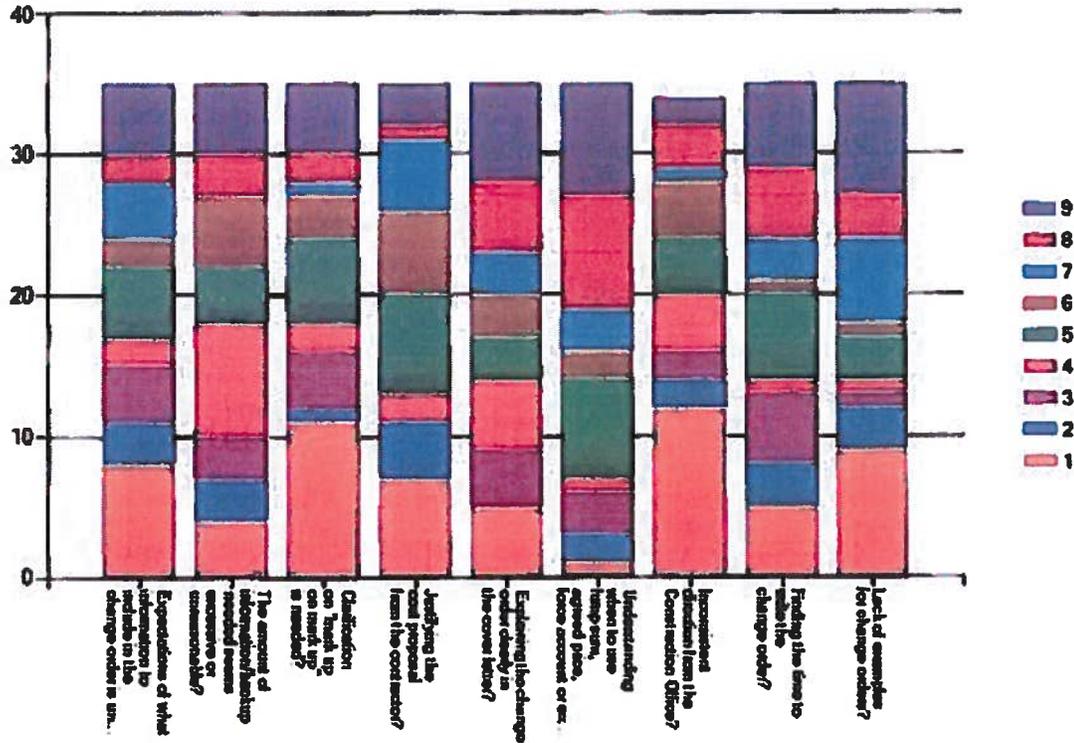
18

Do you see value in the RE being a member of the BRAT?



9

What do you perceive to be the largest or most aggravating issue in writing change orders? (1 is most aggravating, 9 is least aggravating)



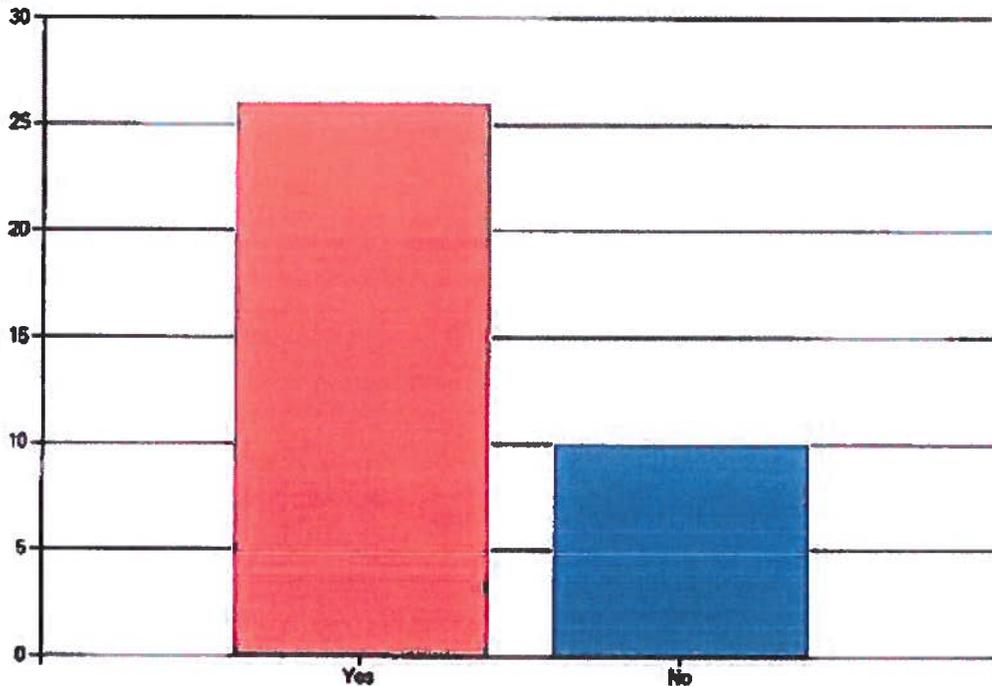
- Due to the lack of guidance and inconsistency by the Construction office, our crew is left confused and unsure of what is included in a change order. Furthermore, the Construction office has failed to answer change order questions from the past 2 annual RE meetings.
- Negotiating with the Contractor. Their cost proposal are frequently higher than Reasonable Bid Items Prices for similar work.
- TURN AROUND TIME WAY TOO LONG!
- Inconsistent from District as well.
- The change order process and construction office are not consistent
- Draft policies that never are never finalized don't help. There was a change order class but it made me feel that Construction is now free to blame the RE/ARE for any problems with change orders because they are now trained. I didn't think the class was very helpful. It was not organized and didn't give you clear examples of what was wanted.
- I do realize that there are likely not 2 Change Orders in existence that are exactly alike, yet sometimes it would be more effective to have an example to draw from rather than be forced to pull my HQ Construction constituency away from their duties to answer a question that I could discover for myself.
- I don't understand why we can't use agreed lump sum price change orders, and convert FA to agreed lump sum price. If we track the hours, materials, etc to

almost the same degree as we would with a FA, why not make it easier on everyone and much faster, and let us negotiate an agreed price?

- There is no clear direction on change orders up to and including when direction is given and it is followed only to have change orders returned because they were not filled out correctly when the construction office is who gave the direction. It seems they deflect any kind of responsibility for the broken system. Perhaps the problem is they have too many supervisors and not enough workers.
- Department needs to adopt TRO criteria instead of dodging the issue --- we are quick to charge LD's if the contractor runs over but we are loath to pay TRO if the contractor runs over because we keep adding work to the project. Lets be professional about it and address as it should be addressed instead of living in denial.
- Hard for me to comment due to becoming an Assistant Resident for a few weeks.

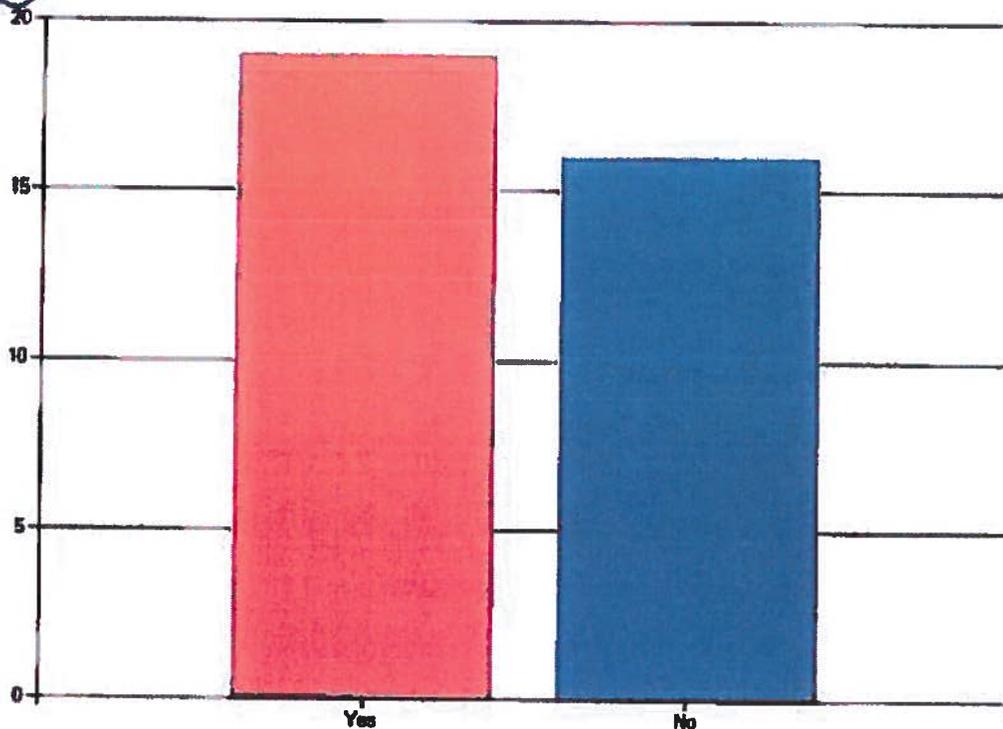
10

Are you often forced to execute a prior approval because you feel the change order process will take too much time?



11

Do you feel that there is too much scrutiny on prior approvals and change orders?

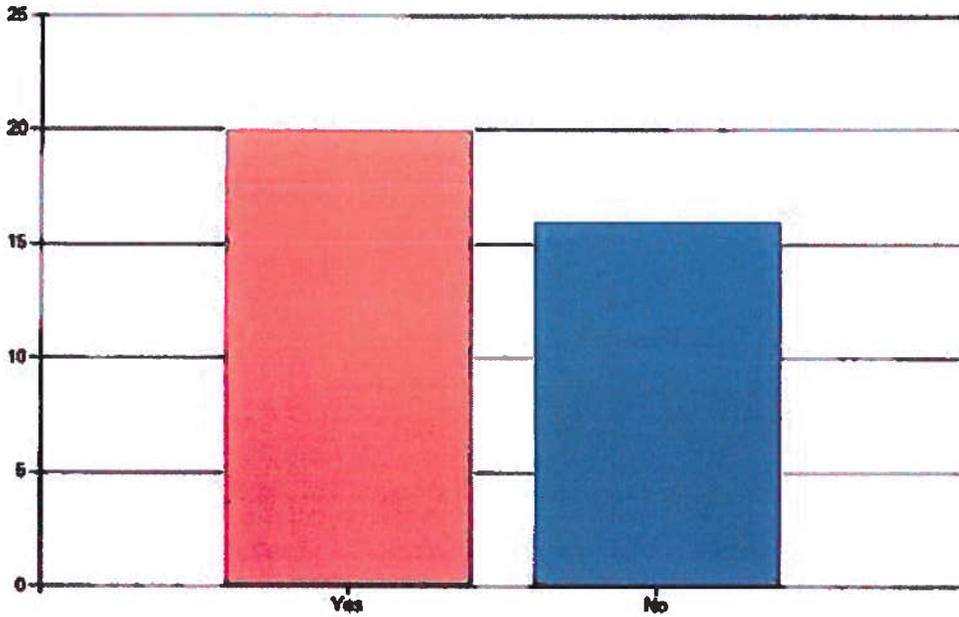


- No consistency, no communication
- there is no communication between the front office, departments, and others involved in simplifying the process. The idea is to have revisions kept to a minimum.
- Depends on how "extensive" or "expensive" the change order is. Review and approval is definitely necessary. The time it takes to process the paperwork impacts the Department and the Contractor.
- These need to be justified through a streamline process that is uniformly applied across all districts.
- Priors are necessary so the work may begin.
- We need to strive for consistency throughout the Districts, but it starts with the Construction Office.
- Typically if the Resident Engineer determines a need for a change order, there is no need to be second guessed by someone unfamiliar with the project. If the Department is pushing for handling project issues at the lowest level possible, it makes little sense for persons above that level to interfere with the process.
- Construction doesn't have enough field experience to understand most change orders. If the documentation is not performed how one individual would perform it, then it is incorrect in his opinion
- I feel that it is very important to establish why we are making the changes and to justify them.

- **Change orders are very important. The problem is that you have to get so many people to agree like Materials, Design, Structures, Construction, and District that it takes forever to get a decision.**
- **It is necessary to monitor these money items because it is a reflection of the exercise of due diligence regarding the stewardship of the taxpayer dollar.**
- **Sometimes there is too much scrutiny on simple change orders that you wouldn't think should require all that scrutiny. Like removal of unsuitable material from the subgrade. Too much scrutiny, when it isn't warranted, can result in unnecessary delays to the Contractor and this can result in claims being filed.**
- **Yes and No, I feel that for priors the scrutiny should not be as in depth. The scrutiny for the actual final change order is needed for the feds to accept the change order.**
- **I'm going to say yes, but my real answer is sometimes yes and sometimes it is about right. Scrutiny is ok, but we need a fast process. Second, I thought we were not allowed to use prior approvals any more, so Questions 10, 11, 12, 13 seem to be moot points.**
- **Scrutiny may not be the correct word. We all need to make sure there is a check and balance system in place to prevent abuses or overlooked items. The issue comes, especially on priors, that the expectations for level of detail is often too high. Priors are the primary tool to allow the project to move forward at the lowest possible risk to the contractor and agency until such time as the uncertainty can be cleared up.**
- **On Prior Approvals Yes on change orders no, the scrutiny is there on CCO's because we need the feds to participate.**
- **Heavy scrutiny is desired because it is a great tool in producing a quality document.**
- **Hard for me to comment due to becoming an Assistant Resident for a few weeks.**

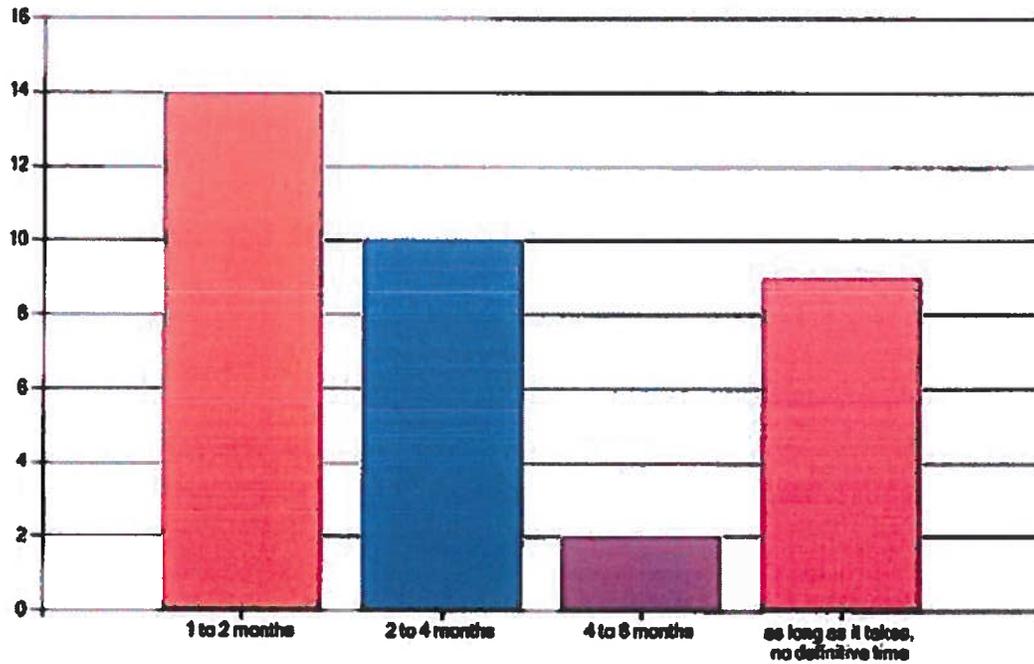
12

Do you feel the amount of time between when a prior approval is executed and when the Resident Engineer needs to submit the change order to the Construction Office is reasonable as defined in the Construction Manual (30 days)?



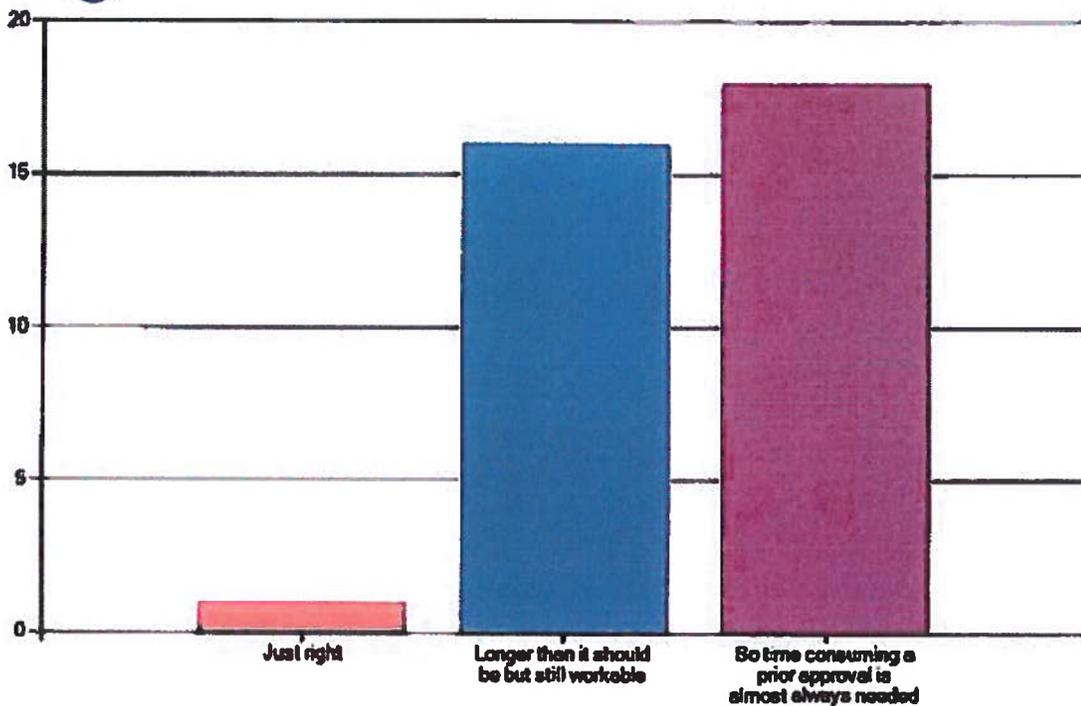
13

If you were able to define the time period between prior approval execution and change order submission to the Construction Office (understanding there are always circumstances which affect timely execution, but looking at the average) should the amount of time be:



14

On average, the time it takes to execute a change order is:



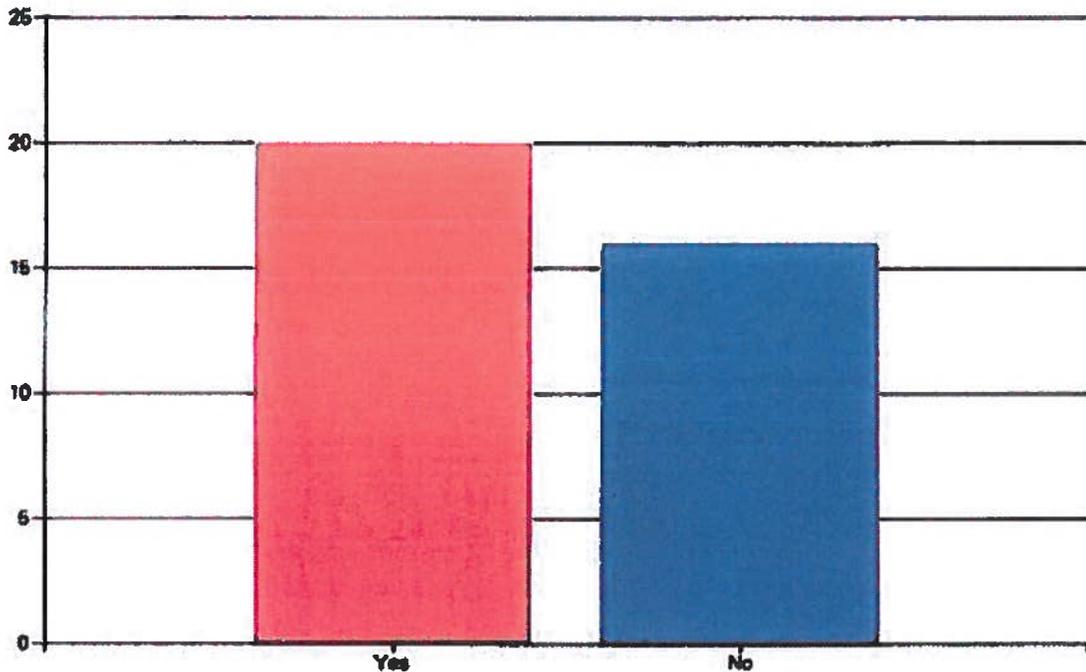
- 30 days
- I believe that given all of the documentation required to justify the change and research applied by the R.E. that a two (2) week turn around is very reasonable.
- Depends on Change Order.
- There are obviously many different variables that play into the execution of a Change Order. In my opinion, the most important aspect of a Change Order is to not delay the Contractor when adding additional work to the contract. For this reason, a prior approval is usually executed in a more timely manner and allows the Contractor to proceed until a change order can be fully executed. Often, we do not know what the final Change Order cost will be until the work is complete because quantities must be tracked during the Change Order construction. On a project with federal funding, FHWA will tell you a prior approval to them is required for every Change Order if they are going to participate in the costs. We need clear direction on the Prior Approval process and when a Prior Approval should be written or not.
- When work is on going, we have to use the fastest means possible. So far that has been a prior.
- I believe a 5 business day turn around time (unless there are extenuating circumstances) is sufficient enough. When unexpected work is encountered on a project, it is essential that the project schedule not be impacted. Failure to execute a prior approval in a timely manner has the potential to significantly impact the project schedule. If a prior approval takes weeks or months to be

executed, the Department should simply require full execution of a contract change order and suspend all contractor operations until the order is fully executed, and forgo the prior approval option.

- 6 months
- Any time frame would be good. Right now it takes anywhere from 1 month to 3 months. I don't think it should be more than 4 weeks.
- If the RE has a recommended time frame for prior to CO of 30 days, the process to go through HQ should be similar. But it does depend upon type of changes needed.
- It really does not matter what I believe to be a reasonable time-frame. We must all first understand the workload that the Construction Office is under before attempting to dictate the time lines with which to assign these tasks. Too many variables involved.
- Well I have worked with ADOT, CATTRANS, and NMDOT and the turn around for change orders for them range from a week to no more than 3wks.
- I assume this to mean a "verbal prior approval" because I understand that we are not to submit priors any more. I think it is rare when there is enough time to get a change order executed without delaying the contractor. In order to keep the job moving and avoid the tremendous potential costs of delays, there needs to at least be a quick discussion and email approval from HQ to direct the contractor to do the work.
- If the amount of time to execute a CCO takes more than a few weeks the process is broken. NDOT cannot expect to "hold" an issue in the field for several months, awaiting a COO's execution, when the entire construction season for temperature dependant activities is less than six months.
- 2 weeks
- Hard for me to comment due to becoming an Assistant Resident for a few weeks.

16

**Do you feel the issue escalation process works well?**



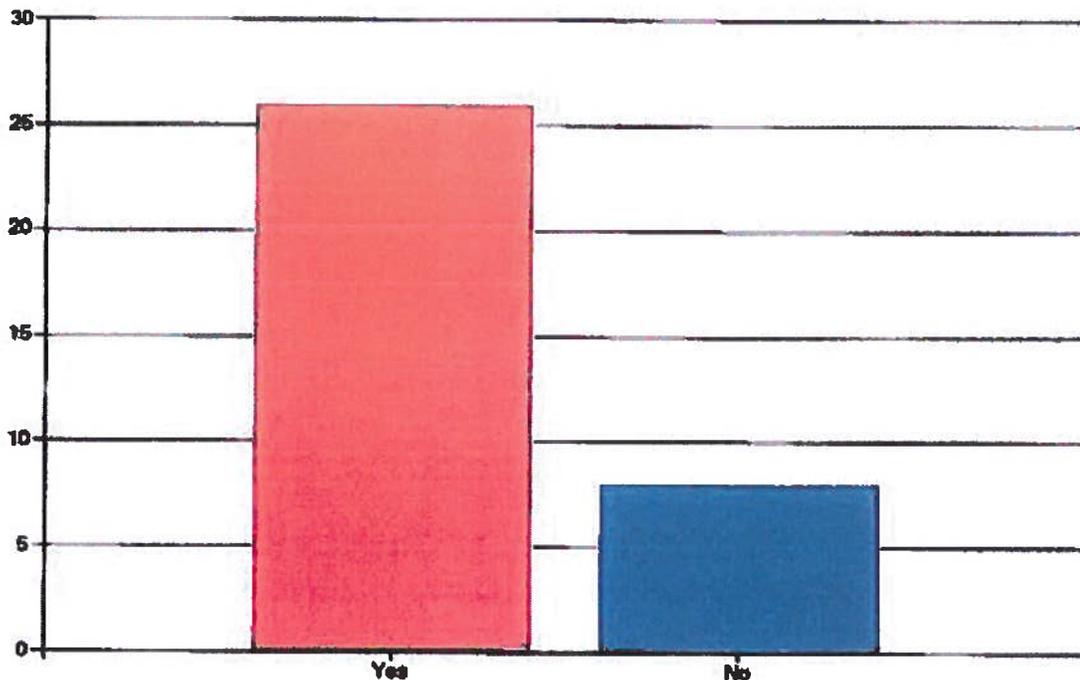
- It's just another avenue that the contractor's are using to get what they want....majority of the time, the escalated resolution is about making the contractor happy rather than focusing on the contract requirements and/or facts related to the issue.
- It helps resolve issues at the lowest level possible
- Still waiting for a decision on an escalated issue sent to the Construction Office in early Fall.
- Just because it becomes a "business decision" when it gets escalated, doesn't automatically mean it can't be a good one.
- The escalation process is effective when the escalation is completed in a timely manner. Again, long delays in final processing of an escalated issue hamper Department/contractor relations and ultimately the project.
- When things get escalated they seem to go up and then back down with no resolve. When an issue is resolved the burden lies on the one who escalated the issue to justify the resolve that they did not agree to.
- Because the few times I have used it, it hasn't worked. The times it was escalated to District and Construction, they sit on it and don't do anything in a timely manner. The other time I had to contact and negotiate with the contractor's management and came up with a resolution. Then I had to go to District and get them to buy in on it. Then you have to get Construction to agree to it. The other times it goes up to District and Construction and you don't hear anything for months. Eventually your told to pay something or write a change

order but there is no explanation to how this came about and your not involved at all.

- This has improved on last couple of contracts I have worked on. The contractors we have worked with seemed to be willing to try to keep issues at RE and District level, not get escalated beyond District if possible. I hope this is a trend, not just a bit of luck.
- I feel conflicts are escalated right into the contractors bank account
- It works, but not well because it often seems to put all the work right back on the Construction Crew. Often the contractor requests escalation but then refuses to fill out the escalation form, so the R.E. ends up filling it out for the Contractor. When the matter is then escalated the next higher person on the ladder usually immediately requests copies of all documentation and a brief written summary of the conflict which the R.E. (or Super III) will usually have to assemble and then forward up the escalation ladder. Sometimes once all this is done the next higher level then quickly pushes the issue right back down to the R.E. level again with just brief verbal instructions usually leading to a lot more paperwork and combing through the files for the R.E.
- I don't have a problem with it, although I have not been involved in it much at all.
- For small issues, yes, but as the size (cost) of the issue grows so does the number of ways the Contractors find to bypass the system to get their point across to upper levels within NDOT; then it's just a matter of time before the RE's is "advised" on how to proceed.
- contractor is allowed to talk to headquarters with out knowing the facts. and at times even before the issue has been brought to the R.E. and deals are made that are not in writing and told to hte R.E. in timely matter
- From my experience the crews do a extreme amount of work to defend NDOT's position only to have Contractors owners meet with the Construction HQ leadership and get a bucket full of money and disregard all the construction crews input. I appears they make decisions by the seat of their pants without reviewing all the facts a process that has been described to me as a " business decision", the real losers in this dysfunctional mess is the Nevada Taxpayers.
- it seems like it takes to long for the construction to make a decision.
- Not always being used and on a more consistent basis.

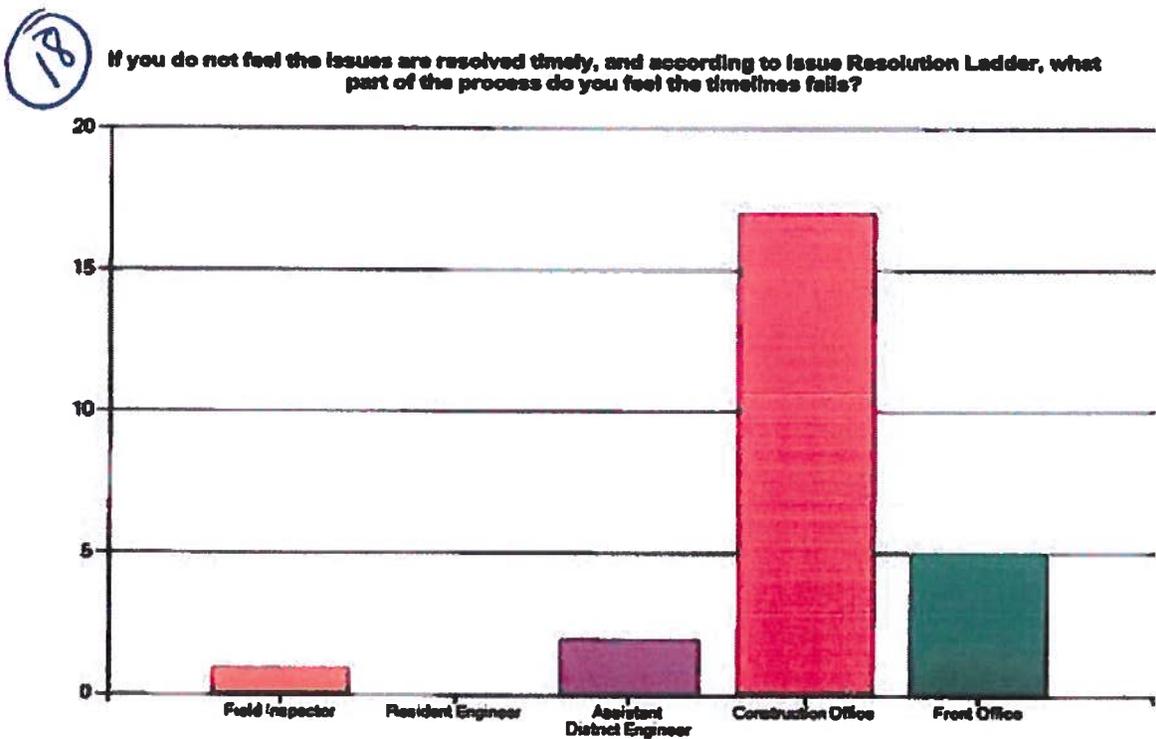
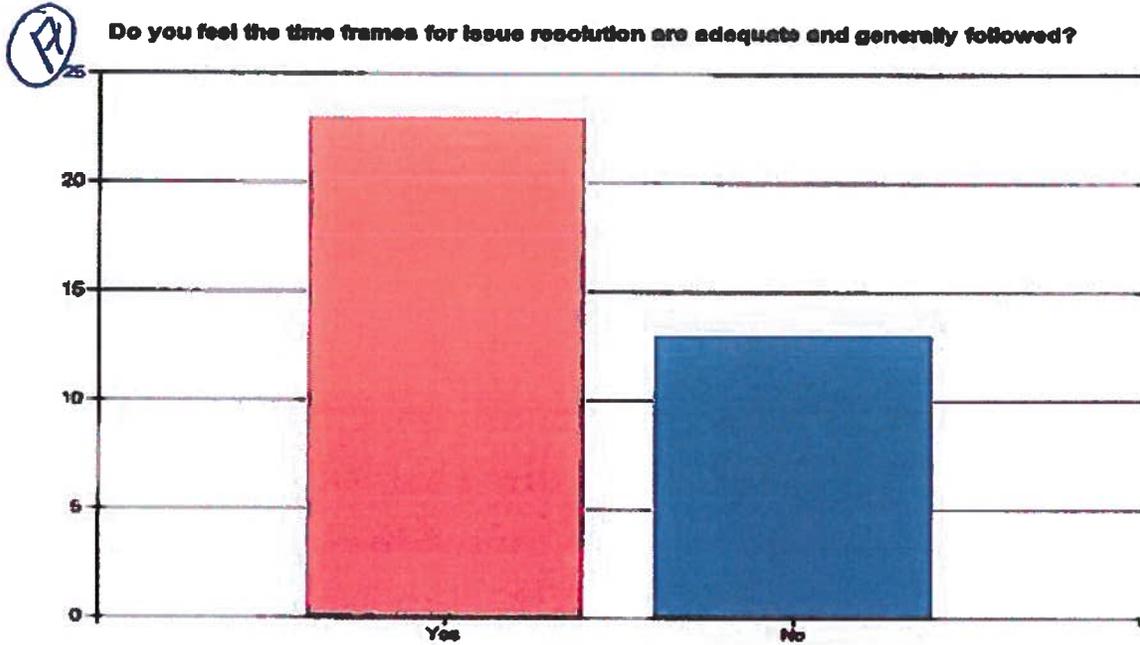
16

**Do you feel you have the authority to make decisions at the lowest level possible?**



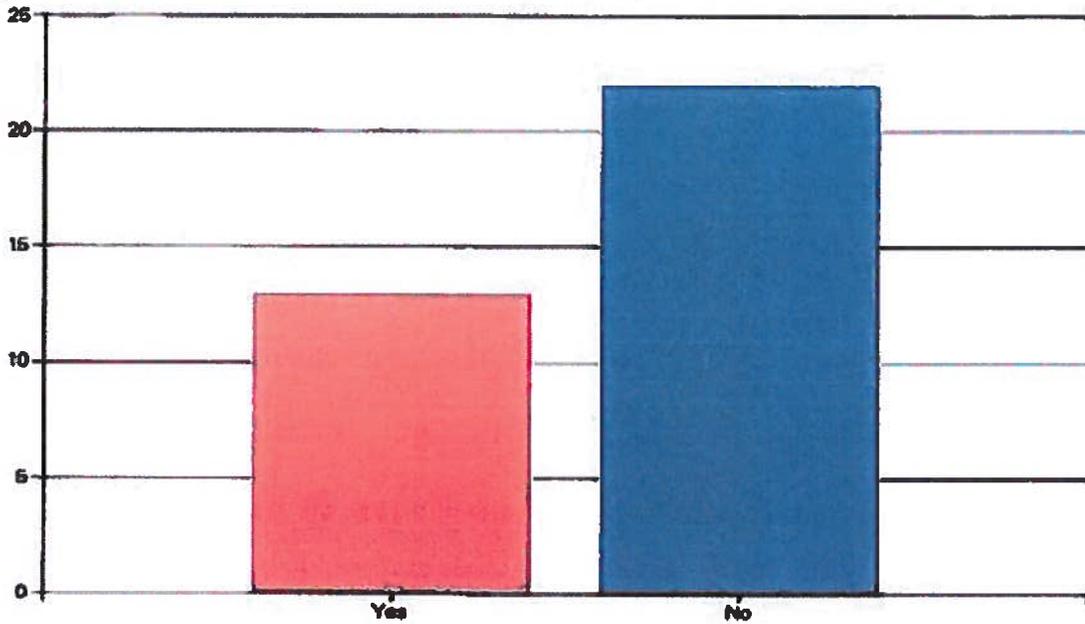
- Decisions are often overturned when the contractor goes over the RE's head.
- Decisions are discussed with the ADE/District Engineer when it is necessary, depending on the significance of the issue.
- Yes, but in doing so, sometimes comes with criticisms from upper management, in the form of micro-managing issues that the field crews are typically better acquainted with.
- If contractor doesn't like answer at lowest level they will bypass the escalation and go to construction for a decision and constructions decisions are not always made utilizing the individual circumstances or with regards to specifications
- Because you have to get everyone to agree on it or you will be second guessed or you have to change your decision. District, Jeff, and Rick's decisions are final and you better not be on the wrong side of them.
- It varies, at times yes but at other times it seems like we are being micromanaged.
- Yes, but only regarding minor and low cost issues.
- I feel that even an LOA needs to be submitted to HQ as a DRAFT for approval before signing it. I feel I have authority, but that my decision very likely could be second guessed, so it is good to get pre approval.
- Depends on the Issue and it cost and political impacts.
- This question is not clear. Having authority would mean making a decision at the highest level possible for the position.

- Hard for me to comment due to becoming an Assistant Resident for a few weeks.



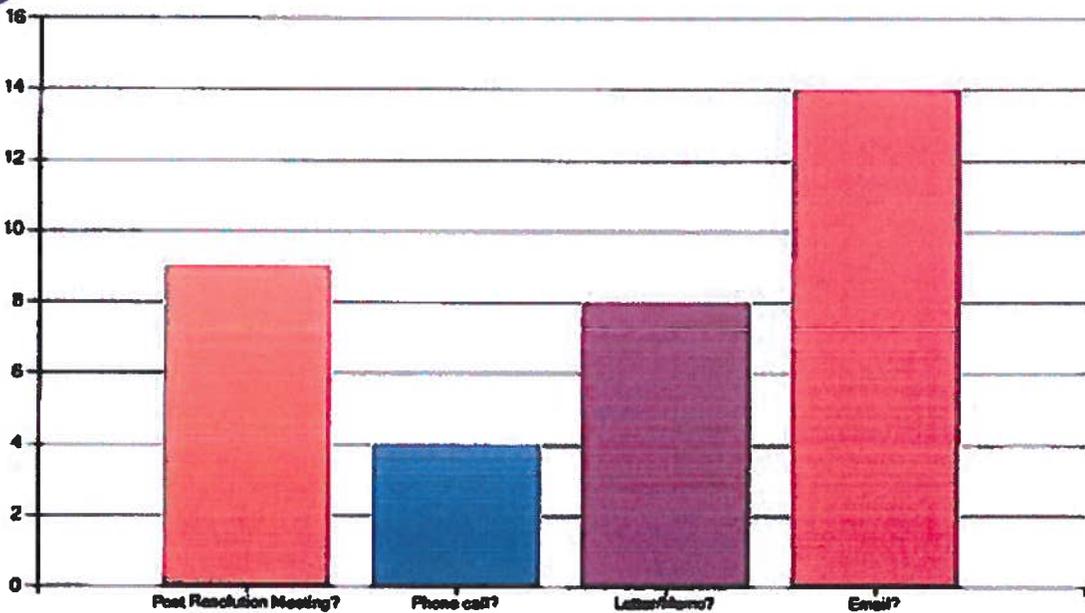
19

**Do you feel you are kept in the loop about issues/decisions that have been escalated above the Resident Engineer level?**



20

**How would you prefer to be notified of decisions escalated through the issue resolution process?**

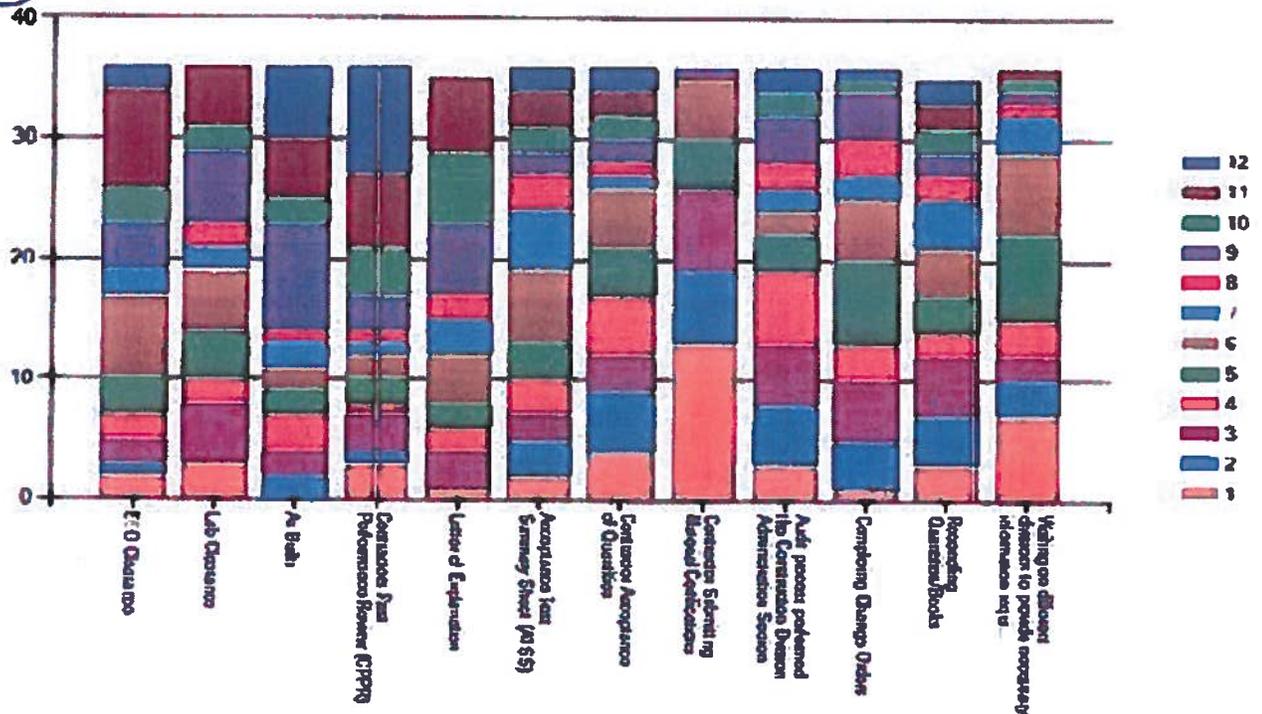


- I would like to Q & A to understand the decision for future reference.
- Phone call first with an explanation followed by a Memo for the RE and District files.

- From Asst. District Engineer
- A phone call and then an email is always best. Then you get to hear and discuss the decision and you get something in writing.
- This mainly pertains to matters escalated above District level. Current District III administration has always given me reasonable feedback on decisions escalated to them.
- phone call is ok also, whatever is easier for the HQ.
- It needs to be personal. RE's often find out from the contractor's personnel who were "allowed" to move up the escalation ladder with the issue.
- Virtually any communication would be a vast improvement.
- I feel that the lower level should be fully engaged throughout the process.
- Actually all of the above would be great.



**What do you think is the most difficult element of closeouts? (1 is most difficult 11 least difficult)**

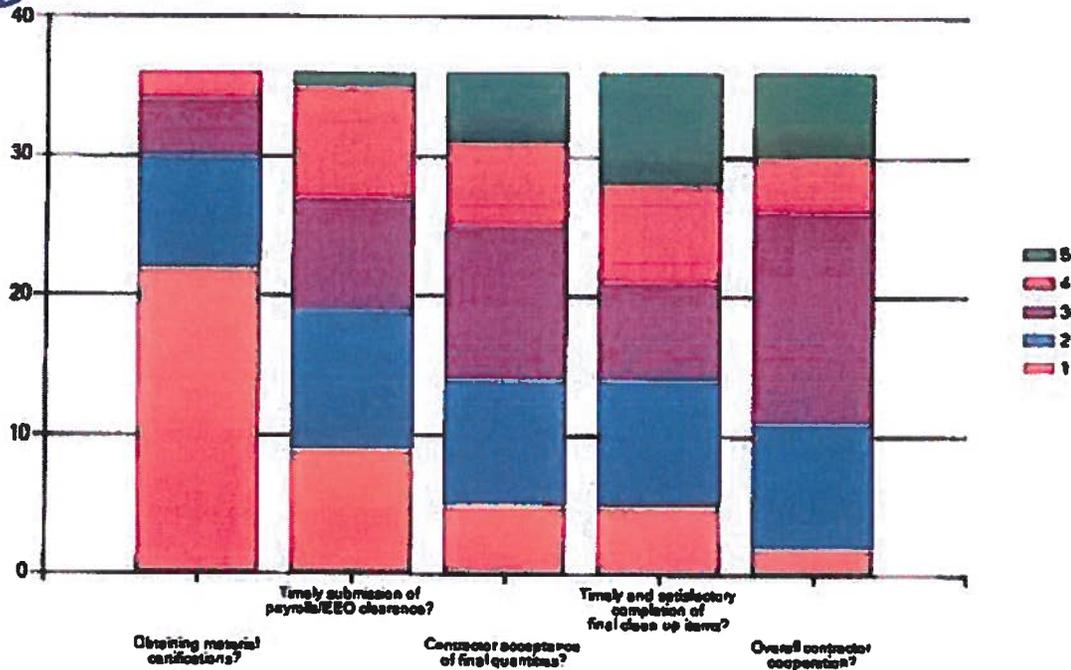


- Pit release and guardrail review - why are we responsible for doing other divisions jobs?
- Gets frustrating when we turn in closeout material and it get lost in the process, and we resend it again then it surprisingly shows up that we sent it in after the telephone closeout.
- books/back up data are incorrect because of consultants and/or our employees only have 1 year of experience.

- **This varies with the contract. Some contracts have change order issues while others have cert issues. The thing we have been waiting on lately is the test results on the striping materials. This is usually one of the last items performed and then it takes a couple of months to get results. Jan and Pat in contract compliance are easy to deal and get things done quickly.**
- **Every contract is unique and somewhat different in what it requires. A \$100K landscape job is radically different than \$25M of new construction, but our documentation, closeout and pickup process are not flexible enough to provide functional flexibility across the range of projects we manage. The one form, one method fits all mentality makes the entire process more difficult than it needs to be.**
- **Getting Lab Clearance is like pulling teeth and seems to take forever, therefore jeopardizing the timeliness of the closeout process. ATSS accuracy seems to be in question much of the time and should be reviewed for accuracy before submittal to R.E.**
- **The BRAT not rejecting obvious unbalanced or bad bids. Bids are never rejected even when they are obviously unbalanced or bad. We have heard contractors state as much to the point that they will bid ever item at one dollar and then file a claim against the department. It is very unfair to honest contractors to accept bad bids.**
- **The whole process is extremely cumbersome and ineffecient. Doing documentation in paper books is outdated.**
- **Hard for me to comment due to becoming an Assistant Resident for a few weeks.**



What are the most challenging elements in working with the contractor to close out a contract? (1 is most challenging, 5 is least challenging)

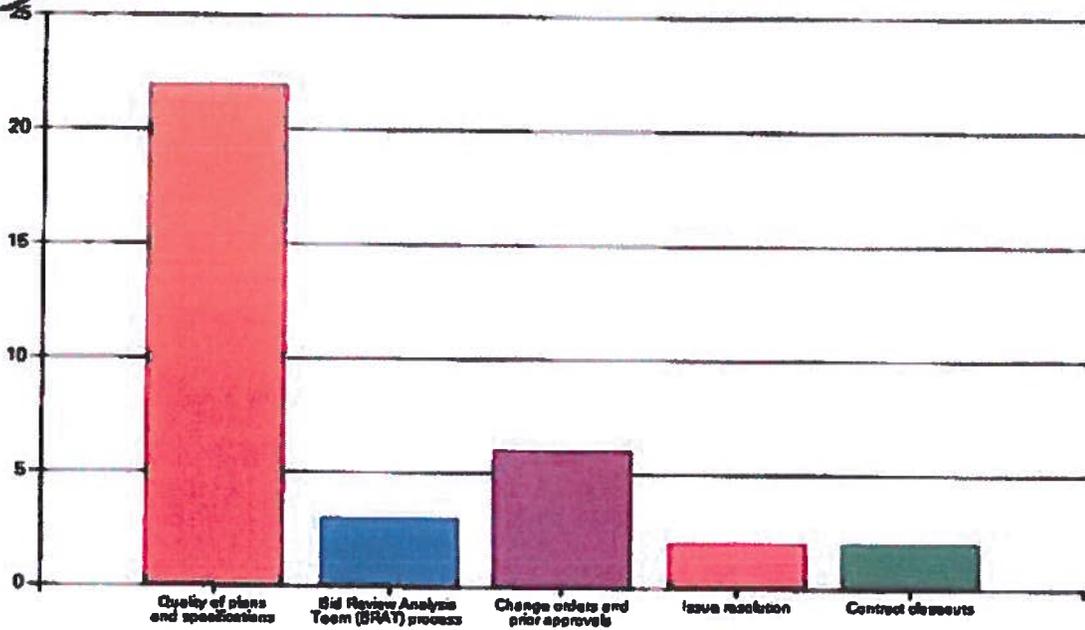


- Resolving outstanding issues.
- This varies with the contractor. Some contractors are great with certs and others are not. Some have issues with payrolls. Others never do the final clean up.
- Hardest is often getting invoices and that type thing to support completing the back up for force accounts.
- These comments are in relation to Question #23 as there was no comment box for it. The most important thing management could focus on for improvement is not a specific area, but the entire process of construction management. The quality of plans/specs continues to deteriorate, and theoretically if you improve this area, everything downstream would improve as well. The BRAT process needs serious evaluated (when's the last time the findings/recommendations of the BRAT were actually sent to the RE/ or even communicated with an RE?)(When's the last time the BRAT actually recommended rejection of an individual bid?) The change order and prior approval process appears to be "governed" more by emotion and personal preferences than by doing the right thing for the project. A holistic process improvement is what is needed, we are so focused on executing an individual process correctly we loose sight of the bigger picture.
- Contractors are not as cooperative as in the past with construction crews since the new regime took over, they know all they have to do is go complain to construction HQ and get a very nice business decision. In regards to question 23, they need to improve in all those areas, they are all important and all leave much to be desired.

- Hard for me to comment due to becoming an Assistant Resident for a few weeks.



What is the most important area you would like Management to focus on for improvement:



# **LIST OF ATTENDEES**

2013 Resident Engineer's Conference  
 Tuesday, February 26th, 2013

NAME	TITLE	ORGANIZATION	PHONE NO.	SIGNATURE
Alhwayek, Samih	Resident Engineer	C901	702-279-0073	
Angel, John	Resident Engineer	C911	8775 687 3376	
Baca, Michael	Asst. Resident Engineer	C926		
Baer, Steve	Asst. District Engineer	Dist. 1	775 402-2303	Steve Baer
Boge, Larry	Resident Engineer	C904	775-688-1253	Larry Boge
Bosch, Rick	Asst. District Engineer	Dist. 2	775-434-4810	
Bridges, Mike	Asst. Resident Engineer	C914		
Christiansen, Don	Resident Engineer	C922	702-622-2844	
Cocking, Shane	Resident Engineer	C913	775-491-9429	Shane Cocking
Cooper, Mark	Asst. Resident Engineer	C910	775-443-7096	Mark Cooper
Decarlo, Dean	Asst. Resident Engineer	C912		
Durski, Brad	Resident Engineer	C910	775-443-8052	
Dyson, Thor	District Engineer	Dist. 2	775-834-8300	
Fekins, Rick	Asst. Resident Engineer	C915		
Foerschler, Sharon	Asst. Construction Engineer	C040	775-888-7228	Sharon Foerschler
Free, Mike	Asst. Resident Engineer	C906		
Gainer, Rick	Asst. Resident Engineer	C902	9860590 3756696	
Gallegos, Marti	Asst. Resident Engineer	C914	(702) 671-6627	Marti Gallegos
Gomez, Mario	Asst. District Engineer	Dist. 1	702-385-6502/630-4091	Mario Gomez
Hesterlee, Randy	Asst. District Engineer	Dist. 3		
House, Steve	Asst. Resident Engineer	C913	775-443-5169	Steve House
Jackson, Liz	Asst. Resident Engineer	C922	702 375 6765	Liz Jackson
Kalkoske, Don	Asst. Resident Engineer	C920	775-623-8070	Don Kalkoske
Kumar, Neil	Resident Engineer	C914		
Lani, Stephen	Resident Engineer	C907	775-720-4527	Stephen Lani
Lee, Kevin	District Engineer	Dist. 3	775-777-2700	Kevin Lee
Lightfoot, Dan	Asst. Resident Engineer	C913		
Lindeman, Dave	Asst. District Engineer	Dist. 3	8012	Dave Lindeman
Livreri, Anthony (Zack)	Asst. Resident Engineer	C916	702 286 5670	Anthony Livreri
Lompa, Sam	Resident Engineer	C904 C905	775 443-7062	Sam Lompa
Martini, Mary	District Engineer	Dist. 1	702-385-6501	Mary Martini
Mouritsen, Tim	Asst. Resident Engineer	C908		Tim Mouritsen

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NAME	TITLE	ORGANIZATION	PHONE NO.	SIGNATURE
Murphy, Mike	Asst. District Engineer	Dist. 3	775-771-2100	
Oates, Ken	Asst. Resident Engineer	C910	775-443-5322	
Paul, Bobby	Asst. Resident Engineer	C901	702-200-8962	
Petrenko, Glenn	Resident Engineer	C906	702-526-9488	
Ratliff, Boyd	Resident Engineer	C301		
Rollins, Luke	Asst. Resident Engineer	C903		
Rugulewski, Tim	Resident Engineer	C916	(702) 303-3500	Tim Rugulewski
Rupinski, Chris	Resident Engineer	C908	(775) 753-2486	
Ryan, John	Asst. Resident Engineer	C903		
Schwartz, Dave	Resident Engineer	C920	775 629-8070	
Senrud, Nick	Asst. Resident Engineer	C908	775 753-2906	
Shapiro, Jeff	Chief Construction Engineer	C040	775 888-7065	
Simmons, Mike	Resident Engineer	C912	775-934-5876	
Speer, Steve	Asst. Resident Engineer	C904	775 689-1253	
Stevenson, Tom	Asst. Resident Engineer	C915	702-486-3860	
Stoffer, Jeff	Asst. Resident Engineer	C907	775-687-3367	
Stiganac, Martin	Resident Engineer	C915	702-683-0282	
Sulahria, Abid	Asst. Resident Engineer	C926	775-671-6692	
Voigt, Jason	Resident Engineer	C903	702-232-5982	
Vradenburg, Jerry	Asst. Resident Engineer	C911	775-687-3876	
Weise, Randy	Asst. Resident Engineer	C922	702-526-6005	
Yousuf, Sami	Resident Engineer	C902	702-486-0590	
Tompson, Daren	Asst. Resident Engineer	C918	775 333-1168	
Hoffman, Bill	DEPUTY DIRECTOR	F.O.	X-7440	
WHITEN / CHRISTOPHER	SUPERVISOR 1	C916	702-2866412	
Letva, Feare L	ASSISTANT R.E.	C912 DIST II	775-738-4110	
Savage, Neil	S.P.D.		775-888-4193	
Rick Nelson	AD-OPERATIONS	A002	775-888-7446	
Cecilia Whited	Supervisor 3	C040	7792	
Megan Sizelove	Consult/ Admin Sup.	C040	775-888-7625	
Jeff Freeman	Partnering Pm Mgr	040	x7662	
Montgomery, Todd	Asst. Construction Engineer	040	775 800-7496	



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Decarlo, Dean	Asst. Resident Engineer	C912		
Durski, Brad	Resident Engineer	C910	775-443-8652	
Dyson, Thor	District Engineer	Dist. 2	775-834-0300	
Felkins, Rick	Asst. Resident Engineer	C915		
Foerschler, Sharon	Asst. Construction Engineer	C040	775-888-7228	Sharon Foerschler
Free, Mike	Asst. Resident Engineer	C906	702-375-66	
Gainer, Rick	Asst. Resident Engineer	C902	702-375-6696	
Galleagos, Marti	Asst. Resident Engineer	C914	(902) 671-6627	Marti Galleagos
Gomez, Mario	Asst. District Engineer	Dist. 1	(702) 305-6502/681-980	
Hesterlee, Randy	Asst. District Engineer	Dist. 3	775-289-1700	
House, Steve	Asst. Resident Engineer	C913	775-443-5169	Steve House
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Kumar, Neil	Resident Engineer	C914		
Lani, Stephen	Resident Engineer	C907	775-720-4528	
Lee, Kevin	District Engineer	Dist. 3	775-777-2700	
Lightfoot, Dan	Asst. Resident Engineer	C913		
Lindeman, Dave	Asst. District Engineer	Dist. 3	801-2	
Livleri, Anthony (Zack)	Asst. Resident Engineer	C916	702-266-5670	Zack Livleri
Lompa, Sam	Resident Engineer	C904-905	775-443-7062	
Martini, Mary	District Engineer	Dist. 1		
Mouritsen, Tim	Asst. Resident Engineer	C908		

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Murphy, Mike	Asst. District Engineer	Dist. 3	(715) 777-2200	
Oates, Ken	Asst. Resident Engineer	C910	775-442-5322	
Paul, Bobby	Asst. Resident Engineer	C901	902-496-2701	
Petrenko, Glenn	Resident Engineer	C906	702-526-9180	
Ratliff, Boyd	Resident Engineer	C301		
Rollins, Luke	Asst. Resident Engineer	C903		
Ruguleiski, Tim	Resident Engineer	C916	702-803-2500	
Rupinski, Chris	Resident Engineer	C908	775-753-2484	
Ryan, John	Asst. Resident Engineer	C903		
Schwartz, Dave	Resident Engineer	C920	775-623-8070	
Senrud, Nick	Asst. Resident Engineer	C908	775-753-2486	
Shapiro, Jeff	Chief Construction Engineer	C040	775-888-7405	
Simmons, Mike	Resident Engineer	C912	775-934-5876	
Speer, Steve	Asst. Resident Engineer	C904	775-688-1257	
Stevenson, Tom	Asst. Resident Engineer	C915	702-486-5860	
Stoffer, Jeff	Asst. Resident Engineer	C907		
Strganac, Martin	Resident Engineer	C915	702-683-0787	
Sulahria, Abid	Asst. Resident Engineer	C926	<del>702-232-5402</del>	
Voigt, Jason	Resident Engineer	C903	702-232-5402	
Vradenburg, Jerry	Asst. Resident Engineer	C911	775-687-3376	
Weise, Randy	Asst. Resident Engineer	C922	702-526-6005	
Yousuf, Sami	Resident Engineer	C902	(702) 486-0890	
Hanson, Darren	Asst. Resident	C918	775-777-1108	
WHITE, CHRISTOPHER	SUPERVISOR 1	C916	702-286-6412	
LEYVA, FREDDY	SUPERVISOR 3 A.R.S	C912	775-738-9110	
PAGAR, Bob	Construction City	C40	7128	
Rebecca White	Supervisor 3	C040	7729	
Megan Sipple	Consultant / Admin Sup.	C040	x 7625	
Jeff Freeman	Paragonics Perm Maint	070	7662	
Todd Montgomery	Asst. Const. Engr.	040	# 7496	
Rick Nelson	NO-O	002	7440	



2013 Resident Engineer's Conference  
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NAME	TITLE	ORGANIZATION	PHONE NO.	SIGNATURE
Alhwayek, Samih	Resident Engineer	C901	728 879 0073	
Angel, John	Resident Engineer	C911	775 687 3376	
Baca, Michael	Asst. Resident Engineer	C926		
Baer, Steve	Asst. District Engineer	Dist. 1		
Boge, Larry	Resident Engineer	C904	775-628-1253	Larry A. Boge
Bosch, Rick	Asst. District Engineer	Dist. 2	775-434-4810	rick bosch
Bridges, Mike	Asst. Resident Engineer	C914		
Christiansen, Don	Resident Engineer	C922	702-622-2844	
Cocking, Shane	Resident Engineer	C913	775-101-9129	Shane Cocking
Cooper, Mark	Asst. Resident Engineer	C910		
Decarlo, Dean	Asst. Resident Engineer	C912		
Durski, Brad	Resident Engineer	C910	775-447-8852	
Dyson, Thor	District Engineer	Dist. 2	775-824-8300	
Felkins, Rick	Asst. Resident Engineer	C915		
Foerschler, Sharon	Asst. Construction Engineer	C040	770 888-7228	
Free, Mike	Asst. Resident Engineer	C906		
Gainer, Rick	Asst. Resident Engineer	C902	702 375-6696	
Gallegos, Marti	Asst. Resident Engineer	C914	(702) 671-6627	Marti Gallegos
Gomez, Mario	Asst. District Engineer	Dist. 1	(702) 385-6502/630-4001	
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House, Steve	Asst. Resident Engineer	C913	775-443-5169	Steve House
Jackson, Liz	Asst. Resident Engineer	C922	702-375-6765	Liz Jackson
Kalkoske, Don	Asst. Resident Engineer	C920	775-622-8070	
Kumar, Neil	Resident Engineer	C914		
Lani, Stephen	Resident Engineer	C907	775-720-4528	
Lee, Kevin	District Engineer	Dist. 3	775-277-2700	
Lightfoot, Dan	Asst. Resident Engineer	C913		
Linderman, Dave	Asst. District Engineer	Dist. 3	8012	
Livieri, Anthony (Zack)	Asst. Resident Engineer	C916	702 286 5876	Anthony Livieri
Lompa, Sam	Resident Engineer	C904-905	775 443 7062	Sam Lompa
Martini, Mary	District Engineer	Dist. 1		
Mouritsen, Tim	Asst. Resident Engineer	C908		

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Petrenko, Glenn	Resident Engineer	C906	702-526-4484	
Ratliff, Boyd	Resident Engineer	C301		
Rollins, Luke	Asst. Resident Engineer	C903		
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Ryan, John	Asst. Resident Engineer	C903		
Schwartz, Dave	Resident Engineer	C920	(775) 623-8070	
Senrud, Nick	Asst. Resident Engineer	C908	775-753-8706	
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Striganac, Martin	Resident Engineer	C915	702-673-0792	
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MARY ELICIGASI	CHIEF MATERIALS ENGR	070	7440	
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	CONSTRUCTION	040	7305	



**FISHBONE EXERCISE**

**PRECONSTRUCTION**

**ANALYSIS**

## **"Fishbone" Exercise    Preconstruction Analysis**

**Spokesperson: Sam Lompa**

**Problem Statement: The lack of quality in plans leads to problems during construction.**

**People:**

- **Hydraulics**
  - one of the biggest problems, everything they put out is wrong.
  - Quantities in plans are consistently incorrect
  - Wrong pipe and RCB sizes, quantities, skews, etc lead to changes and cost increases
  - Hydraulics and Roadway need to communicate and resolve conflicts during design (cover over pipes, etc)
- **Contractors**
  - Need a good partnership with contractor is important to overcome the design obstacles
- **Materials**
  - can't get good concrete in D3
  - Chem. Lab has slow turnaround
  - Non-standard structural sections cause constructability issues
- **Specs**
  - Contradictions with plans cause change orders
- **Constructability**
  - Lack of communication with field
- **Landscape Division**
  - structure aesthetics need to be coordinated with Bridge Division to resolve any constructability issues
  - does not understand engineering/roadway restrictions
  - does not understand how locations or quantities are important to crews
- **Maintenance Division**
  - Is not involved enough in the design process
- **Project Management**
  - No accountability on part of consultant designers for errors
- **Design Division**
  - Need effective plan checkers to catch problems ahead of time
  - Designer and/or spec writer is not familiar with construction process for chip sealing
  - Specifications are not written clearly
  - Hydraulics and Roadway need to communicate and resolve conflicts during design (cover over pipes, etc)
  - Designer/checker does not recheck plans to ensure all comments have been addressed and this can cause change orders in the field
  - Doesn't appear the as-builts are used when generating new plans
  - Don't understand construction methods or equipment

- Don't understand standard specifications
- Title VI
  - ADA section needs to provide input as they attend plan reviews and don't demand changes after the project has been awarded/constructed
- Structures Division
  - Quantities for bridge rehab are too low consistently

**Process:**

- Design Preparation
  - Hydraulic design section did not review existing drainage facilities that were subsequently found to be in very poor condition (need to perform good preconstruction investigation)
  - Project limits adversely impacts ability to construct improvements shown on plans (sometimes improvements need to be made outside the project to make improvements work)
  - As-builts not looked at
  - Need effective field review of plans (PDFS)
  - Earthwork quantities are always incorrect
  - The Standard Specifications need to be updated, the special provisions have too many pull sheets
  - Hydraulics did not review existing drainage facilities that were subsequently found to be in very poor condition and had to be fixed via change order
  - Incorrect pipe lengths, sizes and type from Hydraulics
  - Maintenance/District contracts do not have the same specifications and plans as normal contracts
  - Need to analyze risk during design
  - Design does not field review the project
  - Allowing funding to dictate timeline on project – advertisement or bid date
  - At least 3 different divisions (Hydraulics, Landscaping and Environmental) writing specifications for section 211
  - Cutting and pasting specifications without direct connection to project
  - Disconnect between consultant designs and HQ project management
  - Incorrect ditch notes/borrow quantities
  - Shoulder gravel and milling quantities in conflict
- Design Review
  - District contracts need to go through the same spec review process, use the same specifications as conventional contracts. Maintenance Division produces their own plans and specifications without following the review process for conventional projects.
  - Plan checkers don't check the plans
  - Nobody checks the checkers work
  - Inconsistent distribution and review of plan sets at 60%
  - Landscape section specified soil amendment to be determined by soil test performed after the bid
  - Incomplete project specific specifications

- Plan quantities are not checked in Design
- The construction crews are not given enough time to review plans
- Lack of peer reviews of plans prior to bidding and construction
- Shortened review time allowed/given
- Need someone in the process to make sure all comments during design review are addressed
- No one is checking the checkers
- BRAT
  - doesn't understand what a penny a ton or all \$ in LS TC does to the process in the field
  - allows award of contracts with unbalanced bids and allows award of contracts with obvious irregularities
  - RE's need to sit on the BRAT
  - RE or District have no input with BRAT
  - BRAT review is not working, it allows penny items
  -
- Need prequalified, experienced contractors needed
- District permits allowing work in conflict of contract work inside of project limits or allowing impacts to contractor trucking operations by allowing roadway shutdown and not notifying RE.
- Assign RE's early in the process

#### Equipment:

- Need better computer programs (all electronic documentation, scheduling software, microstation, etc)
- Computer programs that allow crews and designers look at plans/specs earlier in the process
- Electronic plan review

#### Materials:

- Earthwork projects seem to always go out
- Steel quantity significantly missed
- Designers using flawed/incorrect material
- Lack of current as-builts incorporated into plans
- Need good survey information for design
- Lack of access to agreements for project causes confusion
- Open grade quantity is typically wrong relative to actual density
- Ditch notes wrong or inconsistent leading to wrong quantity
- Type 1B base is wrong so contractor can take advantage
- Plantmix quantities are often incorrect because of assumptions with unit weight
- Bridge Rehabilitation – plan quantity is always too low
- Borrow – ditch notes lead to quantities that don't match plan quantity
- Material certs – bid items that can be accepted on certs should be (ex: paint for striping)

### **Environment:**

- **Unknown contractor can lead to generic/conservative designs**
- **Conflicts with permit and district projects within construction limits**
- **Mislocated or unknown utilities uncovered in field**
- **Biologist needed for tortoises missing from plans, leads to large dollar change order**

### **Management:**

- **Assign RE to project with sufficient time to participate in BRAT and design meetings**
- **Needs to be more involved in process**
- **Be cognizant of impacts when management mandates shortened design time (lack of detail in plans, inconsistencies, discrepancies, etc)**
- **Not enough review time allowed**
- **Mandated design decisions regarding project design that were not buildable in the field**
- **Who is responsible to ensure specials are complete and quantities are correct?**
- **No one knows when projects will actually go out to bid**
- **Management does not approve design recommendation which end up in change orders as they needed to be addressed in the plans**
- **Management decision are controlled by political/outside pressures when project needs should dictate design**

**FISHBONE EXERCISE**

**ISSUE RESOLUTION**

## Issue Resolution

### Problem Statement:

#### ❖ **It takes too long to resolve issues under the current system/guideline**

- **Equipment:**
  - Documentation
  - EDOC / Computers
  - Plans
  - Schedule
  - Specifications and Special Provisions
- **Management**
  - Information
  - RFI's
  - Consistent decisive fact based resolution across all of the districts
  - Precedents
  - Confidence in training to make the decisions
  - Authority to make decisions
- **People**
  - Field Personnel
  - Supervisors
  - R.E.
  - Applicable Divisions
  - Construction HQ
  - Front Office
  - Contractor
  - Stakeholders
  - Owner
  - Understanding expectations
  - Unsure expectations
  - Unwillingness to be open minded and see both sides
  - Ownership of Decision made
  - Don't take it personal
  - Let go of past decisions
  - Never assume we are all on the same page (communication)
- **Materials**
  - Written documentation
  - Letters and correspondence
  - Use your resources
  - People
- **Process**

- Know the job
- Know the project
- Clearly identify positions
- RFIs
- Solve things before they become a problem
- Solve at the lowest level
- Need a clearly designated process
- Understand the process
- Escalation ladder & chain of command
- Keep R.E. in the loop during resolution
- Properly identify the problem
- Environment
  - R.O.W.
  - Special agreements
  - Utility agreements
  - Politics
  - Field environment
  - Office environment

❖ **Need a clearly defined process**

- Equipment:
  - Documentation
  - EDOC / Computers
  - Plans
  - Specifications and Special Provisions
- Management
  - Independent review
  - Know the "grey" areas
  - Consistent decisive fact based resolution across all of the districts
  - Confidence in training to make the decisions
  - Authority to make decisions
  - Emotionless negotiations
  - No promises
  - Know promises
- People
  - Field Personnel
  - Supervisors
  - R.E.
  - Applicable Divisions
  - Construction HQ

- Front Office
- Contractor
- Stakeholders
- Owner
- Understanding expectations
- Unsure expectations
- **Materials**
  - Written documentation
  - Letters and correspondence
  - Use your resources
  - People
  - Language to provide easy understanding
- **Process**
  - Know the job
  - Know the project
  - Clearly identify positions
  - Solve at the lowest level
  - Need a clearly designated process
  - Understand the process
  - Escalation ladder & chain of command
  - Keep R.E. in the loop during resolution
  - Properly identify the problem
  - Stay the course
  - Get all the version of the situation
- **Environment**
  - Politics
  - Field environment
  - Office environment

#### ❖ **Answer Shopping**

- **Equipment:**
  - Documentation
  - Bluebook
  - Bid-tabs
  - Plans
  - Schedule
  - Specifications and Special Provisions
- **Management**
  - Information
  - RFI's

- Be flexible
- Consistent decisive fact based resolution across all of the districts
- Precedents
- Confidence in training to make the decisions
- Authority to make decisions
- No promises
- Know promises
- People
  - Field Personnel
  - Supervisors
  - R.E.
  - Applicable Divisions
  - Construction HQ
  - Front Office
  - Contractor
  - Stakeholders
  - Owner
  - Understanding expectations
  - Unsure expectations
  - Unwillingness to be open minded and see both sides
  - Don't take it personal
  - Never assume we are all on the same page (communication)
  - Trust
  - Honesty
  - Integrity
  - Values
  - Good faith
- Materials
  - Written documentation
  - Letters and correspondence
  - Use your resources
  - People
  - Resources
  - Money
- Process
  - Clearly identify positions
  - RFIs
  - Solve things before they become a problem
  - Need a clearly designated process
  - Escalation ladder & chain of command

- Keep R.E. in the loop during resolution
- Properly identify the problem
- Environment
  - Politics
  - Field environment
  - Office environment
  - Know and understand the current economic environment
- ❖ Lack of communication up and down
  - Equipment:
    - Documentation
    - Computers / EDOC
    - Plans
    - Schedule
    - Specifications and Special Provisions
  - Management
    - Information
    - RFI's
    - Independent review
    - Consistent decisive fact based resolution across all of the districts
    - Precedents
    - Emotionless negotiations
    - Confidence in training to make the decisions
    - Authority to make decisions
    - No promises
    - Know promises
  - People
    - Field Personnel
    - Supervisors
    - R.E.
    - Applicable Divisions
    - Construction HQ
    - Front Office
    - Contractor
    - Stakeholders
    - Owner
    - Understanding expectations
    - Unsure expectations
    - Don't take it personal
    - Never assume we are all on the same page (communication)

- Ownership of decisions made
  - Materials
    - Written documentation
    - Letters and correspondence
    - Use your resources
    - People
    - Language to provide easy understanding
  - Process
    - Clearly identify positions
    - RFIs
    - Solve things before they become a problem
    - Need a clearly designated process
    - Escalation ladder & chain of command
    - Keep R.E. in the loop during resolution
    - Properly identify the problem
    - Get all the version of the story
    - Solve at the lowest level
    - Know the job
    - Know the project
    - Understand the process
  - Environment
    - Utility agreements
    - Field environment
    - Office environment
    - Special agreements
- ❖ **Business decisions lead to more escalations!**
- Equipment:
    - Documentation
    - Computers / EDOC
    - Plans
    - Schedule
    - Specifications and Special Provisions
  - Management
    - RFI's
    - Be flexible
    - Consistent decisive fact based resolution across all of the districts
    - Precedents
    - Know the "grey" areas
    - Authority to make decisions

- No promises
- Know promises
- People
  - Construction HQ
  - Front Office
  - Contractor
  - Stakeholders
  - Owner
  - Understanding expectations
  - Unsure expectations
  - Unwillingness to be open minded and see both sides
  - Let go of past decisions
- Materials
  - People
  - Money
- Process
  - Clearly identify positions
  - RFIs
  - Solve things before they become a problem
  - Need a clearly designated process
  - Escalation ladder & chain of command
  - Properly identify the problem
  - Know your job
  - Know your project
  - Solve at the lowest level
  - Understand the process
- Environment
  - Politics
  - Know and understand the current economic environment

**It takes too long to resolve issues under the current system/guideline:**

The equipment that we have at our disposal could be utilized better to facilitate quicker response times. EDOC and computers can be used to transmit information electronically to facilitate communication at the required levels. The current lack of a prescribed time frame or a true specified procedural document can be contributory to the slower than desired response times. Tighter plans, and improved specifications and special provisions can help with minimization of field issues that arise during

construction. Additionally, an honest schedule with realistic expectations will also allow us to look ahead and perhaps catch some of these issues before they become a significant source of strife for the project.

From a management standpoint this issue involves a wide variety of people ranging from field personnel to the stakeholders and the traveling public. Clarifying expectations and having a clear understanding of these expectations coupled with a willingness to be open-minded and rigidly flexible will allow faster resolution times. Remember this is not personal and in most cases decisions should stand alone...let go of past decisions and take ownership of the current decision process. We should never assume that all parties are implicitly on the same page we must communicate and make sure there are no unintended consequences.

The materials at our disposal include written documentation/letters & correspondence, informational resources, and people. We need to utilize these materials to expedite the response times. The potential lack of definitive information needs to be corrected.

The process, knowing the job, and knowing the project may seem redundant but they are very different. We all have a job to do and it involves a project we need to know both very well in order to ultimately succeed. Knowing these will help us clearly and accurately identify the problems as well as the positions assumed by various parties on either side of the issue/dispute. RFIs can easily assist us in early warning of potential issues, and may allow us to rectify the issue prior to it becoming a problem. If this fails we have the redundant possibility of solving the issue at the lowest level in the field with minimal cost, however, this is highly issue dependent. Establishing a clear cut chain of command and resolution ladder in all project scenarios with a clear understanding of the process will allow for faster resolution times. Any process needs to keep the R.E. in the loop and incorporate his/her feedback in the process. That feedback may or may not be necessary for resolution but it will help in the administration of the resolution in a quicker fashion.

We work in a highly volatile environment that encompasses the R.O.W., special agreements, utility agreements, and politics all blended together with field and office environments. Each of these can result in additional delays in issue resolution. We often may have little or no control of these issues and would be well served to understand that when looking at designing an issue resolution process.

**We need a clearly defined resolution process:**

The equipment that we have at our disposal could be utilized better to create an easy to use quick response system. EDOC and computers can be used to transmit information

electronically to facilitate communication at the required levels. The current lack of a prescribed time frame or a true specified procedural document needs visitation. Tighter plans, and improved specifications and special provisions with clearly established guidelines and procedures will clear this hurdle.

From a management standpoint this issue involves a wide variety of people ranging from field personnel to the stakeholders and the traveling public. Clarifying expectations and having a clear understanding of these expectations coupled with a willingness to be open-minded and rigidly flexible will allow the development of a sturdy process that will hold up under duress. An independent review as part of the process could be well received by both parties and remove clear the air of emotions that often plague negotiations. Knowing the "grey" areas and avoiding them will make the process more effective and definitive. Consistent decisive fact based decision making across all of the districts will make the process uniform and easy to understand with consistent implementation. We must continue to instill confidence in our crews to make decisions and educate them when they fall short of our expectations. We trust our crews and should have no problem placing those trusted individuals in decision making positions. We must make sure that the authority to make decisions is clearly identified throughout the ranks. We must also keep the resolution ladder emotionless and separate the personal side from the business side. Lastly we must not promise what we cannot deliver and know our promises that we have made and take ownership of those decisions.

The materials at our disposal include written documentation/letters & correspondence, informational resources, and people. We need to utilize these materials to create a comprehensive process. Any process would be remiss without the proper use of these essentials.

The process, knowing the job, and knowing the project may seem redundant but they are very different. We all have a job to do and it involves a project we need to know both very well in order to ultimately succeed. Knowing these will help us clearly and accurately identify the problems as well as the positions assumed by various parties on either side of the issue/dispute. The process should strive to minimize issue requiring resolution. RFIs can easily assist us in early warning of potential issues, and may allow us to rectify the issue prior to it becoming a problem. If this fails we have the redundant possibility of solving the issue at the lowest level in the field with minimal cost, however, this is highly issue dependent. Establishing a clear cut process will be beneficial for issue resolution. Any process needs to keep the R.E. in the loop and incorporate his/her feedback in the process.

We work in a highly volatile environment that encompasses the R.O.W., special agreements, utility agreements, and politics all blended together with field and office environments. Each of these can affect the process in many ways. Often, we may have little or no control of these issues and would be well served to understand that when looking at designing an issue resolution process.

**Answer Shopping:**

The equipment that we have at our disposal could be utilized better to eliminate this. EDOC and computers can be used to transmit information electronically to facilitate communication at the required levels. The current lack of enforcement for the proper channeling of information is unacceptable. The Bluebook, Bid-Tab, and Engineer's estimate can be instrumental tools in resolving reasonable costing for issue/dispute resolution. Tighter plans, and improved specifications and special provisions could significantly control major field issues that arise during construction. Additionally, an honest schedule with realistic expectations will also limit the contractor's urges to look for shortcuts and loop holes.

From a management standpoint this issue involves a wide variety of people; ranging from field personnel to the stakeholders and the traveling public. Information is king in this arena. There can never be enough information provided to minimize the opportunity for a loophole. If the contractor wants to answer shop he needs to play the game as well and do it by the book not in the back channels. Use the RFI process. We need to be rigidly flexible on the front end to make the contractor feel their opinion has value. We may ultimately not choose to select their alternative but at least we will have considered it thoroughly. We must exhibit consistent decisive fact based decision making across all of the districts. This will significantly curb answer shopping. Set the precedents that we are willing to follow so that we are not at the mercy of a bad precedent. We must continue to instill confidence in our crews to make decisions and educate them when they fall short of our expectations. We trust our crews and should have no problem placing those trusted individuals in decision making positions. We must make sure that the authority to make decisions is clearly identified throughout the ranks. We must not promise what we cannot deliver and know our promises that we have made and take ownership of those decisions to avoid answer shopping. Remember this is not personal and in most cases decisions should stand alone...let go of past decisions and take ownership of the current decision process. We should never assume that all parties are implicitly on the same page we must communicate and make sure there are no unintended consequences. Developing core values such as trust, honesty, and integrity with the contractor and exercising good faith with the contractor will avoid this as well.

The materials at our disposal include written documentation/letters & correspondence, informational resources, people, other resources, and money. We need to utilize these materials to maximize the efficiency of the project within the confines of the specifications and special provisions.

Knowing the process will help us clearly and accurately identify the problems as well as the positions assumed by various parties on either side of the issue/dispute. RFIs can easily assist us in early warning of potential issues, and may allow us to rectify the issue prior to it becoming a problem. If this fails we have the redundant possibility of solving the issue at the lowest level in the field with minimal cost, however, this is highly issue dependent. Establishing a clear cut chain of command and resolution ladder in all project scenarios with a clear understanding of the process will eliminate answer shopping. Any process needs to keep the R.E. in the loop and incorporate his/her feedback in the process.

We work in a highly volatile environment that encompasses the R.O.W., special agreements, utility agreements, and politics all blended together with field and office environments. The umbrella over the top of all that is the crazy economic environment we are in. Each of these can result in forced hand and efforts to recover lost time and money. We often may have little or no control of these issues and would be well served to understand that we cannot fix these. We must stay the course at times.

**Lack of communication up & down:**

The equipment that we have at our disposal could be utilized better to improve communication. EDOC and computers can be used to transmit information electronically to facilitate communication at the required levels. The current lack of a prescribed time frame or a true specified procedural document is causal to the poor communication. Tighter plans, and improved specifications and special provisions can help with minimization of field issues that arise during construction. Additionally, an honest schedule with realistic expectations will also allow us to look ahead and perhaps catch some of these issues before they become a significant source of strife for the project. Each of these will reduce the need for additional communication.

From a management standpoint this issue involves a wide variety of people ranging from field personnel to the stakeholders and the traveling public. Clarifying expectations and having a clear understanding of these expectations coupled with a willingness to be open-minded and rigidly flexible will allow faster resolution times. Remember this is not personal and in most cases decisions should stand alone...let go of past decisions and take ownership of the current decision process. We should never assume that all

parties are implicitly on the same page we must communicate and make sure there are no unintended consequences.

The materials are at our disposal to correct this including written documentation/letters & correspondence, informational resources, and people. We need language to provide easier understanding of what is required when we communicate.

The process, knowing the job, and knowing the project may seem redundant but they are very different. We all have a job to do and it involves a project we need to know both very well in order to ultimately succeed. Knowing these will help us clearly and accurately identify the problems as well as the positions assumed by various parties on either side of the issue/dispute. RFIs can easily assist us in early warning of potential issues, and may allow us to rectify the issue prior to it becoming a problem. If this fails we have the redundant possibility of solving the issue at the lowest level in the field with minimal cost, however, this is highly issue dependent. Establishing a clear cut chain of command and resolution ladder in all project scenarios with a clear understanding of the process will allow for faster resolution times. Any process needs to keep the R.E. in the loop and incorporate his/her feedback in the process. That feedback will at least provide both sides of the story although it may or may not be necessary for resolution.

We work in a highly volatile environment that encompasses the R.O.W., special agreements, utility agreements, and politics all blended together with field and office environments. Each of these can result in poor communication. We often may have little or no control of these issues and must understand that when looking at resolving the communication issue.

**Business decisions lead to more escalations:**

The equipment that we have at our disposal means nothing if the outcome is reduced to a business decision.

From a management standpoint this issue involves a narrow band of people ranging from construction HQ to the owner. There is generally a different agenda at this level and it is not always in the best interest of the project.

The materials are at our disposal to correct this are people and money. They often do not mix well as there is never enough to go around.

The process, if we have got to this point has essentially failed.

We work in a highly volatile environment that encompasses politics and the complex current economic environment. Each of these can render all of our hard work relatively

meaningless. We often may have little or no control of these issues and must understand that when looking at the outcome business decisions.

# **FISHBONE EXERCISE**

## **CHANGE ORDER PROCESS**

Change Order Process

Problem Statement:

Prior authorization/Change Order Process takes too long

**Equipment**

- Lack of good change order training
- Lack of access to status of change order execution
- Use database for tracking rather than spreadsheet

**Management**

- No formal statewide policy on writing change orders
- Difference of expectations
- More authority at field/district level
- Too much scrutiny causing delays in obtaining signatures on prior authorization while contractor is being delayed

**Process**

- FHWA reviews on full oversight projects
- Follow ladder of escalation on change orders
- If we must wait for the affected division to request the change order in writing with estimate it can add weeks to process. Need to streamline.
- All signatures have same roles and responsibilities
- Change order signature process is linear and can be held up in any division
- Allow a conference call between RE, District, Construction to allow a change order to be approved. Contractor can be directed to work and change order is drafted ASAP.
- Instead of sending change order from office to office one after another – save time by sending to all reviews at same time (broadcast) follow up on slow offices
- Someone needs to monitor change order review process so the change order does not get lost or delayed at some offices

**Environment**

- Egos
- Environmental clearances and opinions take too long

**Materials**

- Need boiler plate for writing change order components

## **People**

- RE needs to turn in change orders in a timely manner
- Inconsistent review of draft and final change orders
- Don't get information on items and quantities from field people
- High turnover of field staff
- Don't recognize need for change orders soon enough

## **Problem Statement:**

Improperly written/process change Orders increase NDOT exposure to claims

## **Management**

- No formal statewide policy on writing change orders

## **Process**

- FHWA reviews on full oversight projects
- Unclear direction on if a prior should be written or not

## **Environment**

- Egos

## **Equipment**

- Lack of good change order training
- Lack of access to status of change order execution
- Use database for tracking rather than spreadsheet

## **Materials**

- Boiler plate for writing change order components

## **People**

- High turnover of field staff
- Don't recognize need for change orders soon enough
- Don't get information on items and quantities from field people
- RE needs to turn in change orders in a timely manner

**Problem Statement:**

Unclear expectations when writing change orders

**Management**

- No formal statewide policy on writing change orders

**Process**

- FHWA reviews on full oversight projects
- If we must wait on the affected division to request the change order in writing with estimate it can add weeks to the process. Need to streamline.
- Do rules and responsibilities need better definitions?

**Environment**

- Egos

**Materials**

- Boiler plate for writing change order components

**FISHBONE EXERCISE**

**CONTRACT CLOSEOUT  
PROCESS**

## Closeout Process

### Problem Statements:

1. Time to Closeout takes too long
2. Material Certifications not received in timely manner extend closeout process
3. Paper system lacking automation delays closeout process

### Why close outs take too long:

#### People -

1. Time
  - a. Go through so many different people – extend time to execute
  - b. Lack of key available people at critical times (onto the next job)
  - c. Contractor – not the same people available at the end of the job to work with NDOT on closeout, lacking project/issue knowledge
  - d. Doc Training for Inspectors -> better education of impacts
  - e. Motivation to closeout
    - i. Contractor not getting billable hours
    - ii. NDOT – Crew turnover, changes in key personnel
    - iii. Priorities (levels of importance – fresh start vs. stale)
2. Certifications
  - a. Contractor (sub / supplier / fabricator)
  - b. NDOT (Inspector, Office Engineer, Resident Engineer, Materials, Construction QA, Construction Admin)
3. Automation
  - a. Proper documents not delivered (I didn't get a copy of that / it's not in my files)
  - b.

#### Process -

1. Time
  - a. Closeout Checklist –
    - i. LAB / ATSS / EEO / LetterEX / CPPR / AB's /
  - b. Crews don't always receive all the certs in timely manner (->2)
  - c. Inspector needs to accept – don't always have time to review at time of acceptance
  - d. EEO –
    - i. Wage Complaints
    - ii. Final Payrolls
    - iii. Contractor to sub to sub to sub
      1. Holding over for plant establishment
      2. Non Performance Payrolls (long runs w/ short work Periods)
    - iv. Zero Tolerance combined with LCP volumes of data
    - v. Lack of LCP Training
      1. Contractor
      2. NDOT

- e. Books / Quantities – (See Environment)
- f. CPPR – what good is the review if not used in future contractor selections – no problem
- g. Time frames and # of people involved
- h. Other divisions tasking crews
  - i. pit releases
  - ii. guardrail reviews
  - iii.
- i. Change orders have to be complete before begin closeout process
- j. Lab Clearance/ATSS – clearance can be given for lab and then QA denies so approval has to start over with Lab. Suggestion is that one person provides Lab/ATSS approval

## 2. Certifications

- a. Lack / Limited NDOT Crew control when missing (can threaten payment)
- b. In contractor's court
- c. Lack of communication between contractor and subs/suppliers/fabricators
- d. Timing of Certs (Cert of Origin) –
  - i. Fabricator / Truck Driver / Sub / Contractor / Inspector / Office / Materials
- e. It's the small / odd pieces that drive the problem, not the majority of an item
- f.

## Equipment -

- 1. Time
  - a. Technology – paper based system is too timely
  - b. Scanned and email vs. paperbased
  - c. Documents get lost
    - i. Lacking an effective Document Control System
- 2. Certifications
- 3. Automation

## Materials -

- 1. Time
  - a. Incomplete plans and specs drive root of quantity issues
    - i. Structure list(s) / Plan Quantities / Use Totals / Book AEB Quantities
    - ii. BRAT – Recommendations made available to Crews could provide foresight
  - b. Documentation Manual – One size fits all doesn't always fit the small parts

- c.
- 2. **Certifications**
  - a. See Equipment
  - b. Unbalanced Bidding reduces contractor's need for responsiveness
    - i. Topien / Anti-Graffiti /
- 3. **Automation**
  - a. See Equipment

## **Environment**

- 1. **Time**
  - a. Challenges of selection of office person
    - i. Lot of responsibility, low compensation, prioritization
  - b. Contractor engagement in the Process -> attend closeout meetings
  - c. Property trained and compensation levels -> Turnovers / Promotion
  - d. Culture
    - i. We are locked into the Process to the Point where we are inflexible to reasonable solutions
    - ii. People involved – Too many people / opinions / views
      - 1. Not Seeing the same thing
    - iii. Didn't ask up front
    - iv. Always done it that way
    - v. Works for "everyone" else, just fix it
    - vi. Loss of intent
  - e. Zero Tolerance
    - i. NDOT – Don't expect perfect plans but expect perfect documentation
    - ii. FHWA – Driven through audit results – always find something - change system for the flier
- 2. **Certifications**
- 3. **Automations**

## **Management (ADE, DE, HQ)**

- 1. **Time**
  - a. District acceptance
    - i. Warranty
    - ii. Plant Establishment
  - b. Lack of knowledge (construction inexperience) at Management level
    - i. Challenging of Knowledge/Authority
  - c. Lack of tolerance/flexibility (enforcement of Doc Manual with little flexibility)
  - d. Don't provide educational guidance
  - e. Guidance/feedback needs to be constructive not destructive
    - i. Crews feel HQ belittles

- f. Lack ability to communicate effectively**
- g. Provide initial, midpoint and final audits (Construction HQ)**
- h. Not properly trained**
- i. Inconsistent responses**
- j.**

# APPENDIX A

**DOCUMENTATION REQUIREMENT  
SECTION A  
ROADWAY AGGREGATES (TON)**

Contracts containing aggregate items paid by the ton as illustrated in this chapter shall be documented in a LOAD book with the title being the same as the material placed in the book.

To setup the load books, the information for the aggregate items shall be found in the contract plans on the Estimate of Quantities, as illustrated in Chapter 2 (Setting up a Contract, Book Format, etc.).

Chapter 8 (Roadway Aggregates), Chapter 9 (Plantmix Surfacing, Asphalt Cement and Mineral Filler), and Chapter 11 (Concrete Paving, Roadbed Mod, Recycled Bit. Surface, Micro Surfacing and Misc. Surfacing items) are based on items paid by the ton. Separate load books shall be used for all major roadway aggregates such as type 1-2 class A-B aggregate base and shouldering material, plantmix bituminous surface (PBS), open graded and any other item that is delivered to the job with weigh tickets and is paid by the ton. Minor items such as sand blotter, screenings, etc., may be combined and put in one book if room permits, as long as the book is properly indexed and the record of delivery to the jobsite can be readily found. **Make sure to leave enough pages between items for any added or missed items.**

**Load books are required on all contracts with tons items. Ditto marks, vertical lines, arrows, etc. are not acceptable.**

It is important that all records be kept in a neat and legible manner. All notes in the remarks column must be initialed by the person or persons responsible for the entry. All calculations must be checked and initialed by the checker.

Any items requiring measurements, or final quantity calculations must be shown in the field book or on a CALCULATION sheet (Form No. 040-034) and filed in the CALCULATION book as illustrated in Chapter 2 (Setting up a Contract, Book Format, etc.). Make sure to cross reference the quantity in the field book to the CALCULATION sheet and the CALCULATION sheet to the field book(s) and page(s).

The Contractor shall not haul loads which are in excess of the limits set by the Department on any new or existing bridge, existing bituminous base and surface, cement treated base, or Portland cement paving which is to remain in place for vehicular traffic within the project or between the project and the material deposits or other sources of materials. The Contractor must comply with load limits established by the Department of the project regardless of the source of materials, whether from designated or non-designated deposits or approved commercial sources. Unless otherwise permitted in writing, do not exceed the maximum loads limits set forth in NRS Chapter 484. See 105.13 of the Standard Specifications of Road and Bridge Construction, (Silver book) for limitations. The VEHICLE WEIGHT LIMIT REPORT (Form No. 040-000) will be completed to assure the vehicle weight is within limits and will be completed by the weighmaster.

If there are any questions concerning the VEHICLE WEIGHT LIMIT REPORT (Form No. 040-000), please contact Headquarters Construction Quality Assurance for assistance.

**Forms change periodically, please assure that you are using the most current form available, see Chapter 26 (Distribution of Documents).**

**DOCUMENTATION REQUIREMENT  
SECTION B  
ROADWAY AGGREGATES (TON)  
(INDEX AND INITIAL KEY)**

Below are illustrations of an index and an initial key. When setting up a field book at the beginning of a contract make sure each item in the book is listed on the index. During the contract if anything is added to the book make sure it is placed on the index. At job closeout make sure the index has the ending page for each item listed on more than one page. Make sure to list the book recap page(s) on the index. If room permits skip a line between entries on the index. Check the initial key each progress payment to assure that everyone who has made entries in the book has initialed and signed the initial key. If the signature is not legible, have the person print his/her name under the signature. Make sure the initials used throughout the book match the way the initials show on the initial key. If the initials change, add the new initials to the initial key next to the original initials.

**TYPE 1  
CLASS B  
AGG. LOAD  
book**



**Use when  
only one  
item is  
placed in a  
book.**



**MISC LOAD  
book**



**Use when  
multiple  
items are  
placed in a  
book.**

**DOCUMENTATION REQUIREMENT  
SECTION C  
ROADWAY AGGREGATES (TON)  
(DAILY RECORD OF SCALE WEIGHTS, aka 40-LOAD SHEET)  
(Form No. 040-009)**

The **Weighmaster** shall do the following:

1. Prepare the **DAILY RECORD OF SCALE WEIGHTS** as illustrated on pages 8-5 and 8-6. Record the sheet number, pit number or commercial source, material type, date, and contract number. This information is required on each sheet. Due to some pits being on private property and having royalties involved, the Deposit No. shall be recorded in the Pit No. space. Make sure to cross off Pit No. and place Deposit No. above.
2. Weigh the material and record the ticket number, truck number, gross, tare, and net weight in pounds or kilograms (circle one), and net weight (circle Tons or Metric Tons). If a single beam scale is used, gross weights and tare weights must be shown on every load. If a scale with a tare bar, or certified load scales on a silo are used, the gross weights do not need to be shown and the tare weights shall be indicated only when the trucks are tared twice each shift. (See subsection 109.01 of the Standard Specifications for Road and Bridge Construction, (Silver book.)
3. Record the time every five loads with AM and PM listed on each time on the **DAILY RECORD OF SCALE WEIGHTS**.
4. Calculate and record the total of every 10 loads for the Gross, Tare, Net, and Tons on the **DAILY RECORD OF SCALE WEIGHTS**. Record the accumulative ton total in the remarks column for every 10 loads.
5. Deduct any waste from the total tons delivered and calculate a new total. If there is no waste, place "0 waste" below the total on the **DAILY RECORD OF SCALE WEIGHTS**. An explanation for all waste must be noted and circled in red in the load book.
6. Sign the bottom of the **DAILY RECORD OF SCALE WEIGHTS** as **Weighmaster**.
7. Turn the **DAILY RECORD OF SCALE WEIGHTS** into the office daily.

**If NDOT is not the Weighmaster, the Contractor must sign the DAILY RECORD OF SCALE WEIGHTS as Weighmaster.**

The **Weighmaster** shall prepare a **HAUL TICKET** (Form No. 040-049) for the truck driver indicating the following information: Date, load no., type of material, truck no., contract no., tons, and initials. If the Contractor generates **COMPUTERIZED TICKETS**, as illustrated on page 8-9, it shall be given to the truck driver in lieu of the **HAUL TICKET**.

If there are any questions concerning **HAUL TICKET** (Form No. 040-049), please contact Headquarters Construction Quality Assurance for assistance.

**Forms change periodically, please assure that you are using the most current form available, see Chapter 26 (Distribution of Documents).**

There may be some cases where the scales being used on the contract do not have sufficient length to weigh both truck and trailer loads at the same time. When this happens, the weights of the truck and trailer must be entered separately on the DAILY RECORD OF SCALE WEIGHTS. Be sure to use the correct tare weights for the separate truck and trailer.

The Officeperson shall check for mathematical correctness, place the AEB number(s) and stationing from the load book on the DAILY RECORD OF SCALE WEIGHTS, making sure all stations are represented and match the load books. Check to make sure all waste has been explained in the load book and the waste quantity deductions are correct and match the waste shown in the load book. Show the actual moisture done for the day and the optimum moisture for the material and calculate any adjustments needed. Sign the DAILY RECORD OF SCALE WEIGHTS as Checked by and Checked against book by.

The DAILY RECORD OF SCALE WEIGHTS shall be filed in Section 1-Contract Files, Division No. 12 as described in Chapter 1 (Organization of Project).

**Note:** All stations must have a line designation and left, right, or centerline.

Whenever the moisture content of aggregate base materials exceeds optimum plus one percent, the excess shall be calculated by the Officeperson or Inspector and deducted from the weight of material delivered for the day. (Refer to subsection 302.04.01 of the Standard Specifications for Road and Bridge Construction (Silver book) for method of deducting excess water.) These calculations shall be based on the moisture test that represents what was weighed. Actual moistures are located on the FIELD MATERIAL SIEVE WORKSHEET (Form No. 040-013) and optimum moistures are located on the COMPACTION REPORT (Form No. 040-004), line #16. Assure the actual moisture tests were taken after the material was weighed and prior to additional water added in the field. If moisture was not weighed, it should not be deducted and a note should be placed on the DAILY RECORD OF SCALE WEIGHTS or the COMPUTERIZED TICKET relaying this information. Compaction reports may not be run daily, so use the compaction report that was completed on or before the date being processed. Moistures apply to both Type A and Type B aggregate. Moisture tests are required per the Standard Specifications for Road and Bridge Construction (302.04.01) (Silver book) and per the Memorandum dated March 24, 2009.

Calculations for water deductions, if necessary, shall be shown on the scale sheet as illustrated on page 8-5. The following formulas shall be used to arrive at the daily pay total of aggregate base material when a deduction is necessary:

$$\frac{\text{total aggregate}}{1 + (\text{actual moisture \%} + 100)} = \text{dry agg}$$

$$\text{dry agg} \times [1 + ((\text{optimum \%} + 1\%) + 100)] = \text{dry agg pay quantity}$$

For instance, the daily total for aggregate is 1000 tons, actual moisture is 10.9% and optimum moisture is 8.5%, the calculated quantity for payment would be:

$$1.109 \quad \frac{1000.00}{1.109} = 901.71 \times 1.095 = 987.37 \text{ dry agg pay total}$$

If calculations are needed and there are more than one AEB number evolved, make sure to prorate the new pay total to all the AEB numbers as illustrated on page 8-5.

**Forms change periodically, please assure that you are using the most current form available, see Chapter 26 (Distribution of Documents).**

**DAILY RECORD OF SCALE WEIGHTS with a moisture adjustment.**

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**Forms change periodically, please assure that you are using the most current form available, see Chapter 26 (Distribution of Documents).**

**DAILY RECORD OF SCALE WEIGHTS without a moisture adjustment.**

**DOCUMENTATION REQUIREMENT  
SECTION D  
WEIGHMASTER'S CHECKLIST**

The scale person shall post a copy of the **Weighmaster's** checklist in each scale shack for easy reference.

1. Inspect scale area for proper drainage of water away from scale installation.
2. See that ramps or approaches to scale are kept smooth to prevent bouncing of vehicles on the platform. Lock scale beams in place when trucks are driving on or off platform.
3. Check to see that the scale has been inspected and sealed by the Bureau of Weights and Measures as required in subsection 109.01 of the Standard Specifications for Road and Bridge Construction (Silver book).
4. Inspect the scale platform often to see that the surface is kept free of mud, gravel, or any other material accumulating on the surface that might affect the weights or become lodged between the platform and frame in such a way that the scale operation is impaired.
5. Before beginning work and occasionally during the day, check to see that the scale balances at zero when empty.
6. Obtain tare weights of all trucks to be used before work commences and again later in the shift. Record the tare weights and the time they are taken on the **DAILY RECORD OF SCALE WEIGHTS**. Demand that a new tare be taken whenever you suspect the weight has changed due to accumulation of mud or any other condition. The truck driver is to remain in the truck at all times when tares are taken or when loads are being weighed.
7. Make sure to record all necessary information on the **DAILY RECORD OF SCALE WEIGHTS**. It is the **Weighmaster's responsibility** to record the following information:
 

<b>Sheet number</b>	<b>Gross weights (when single beam scale is used), lbs/kg</b>
<b>Pit number</b>	<b>Tare weights, lbs/kg</b>
<b>Material Type</b>	<b>Net weights, lbs/kg</b>
<b>Contract number</b>	<b>Net weights, tons</b>
<b>Date</b>	<b>Time (every five loads and at tares)</b>
<b>Ticket numbers</b>	<b>Subtotals &amp; accum. totals every 10 loads</b>
<b>Truck numbers</b>	<b>Weighmaster's signature</b>
8. Know how to operate the type of scale being used. The gross and tare weights must be shown on every load when a single beam scale is used. Be sure to note at which loads the tare weights were actually taken.  
  
If a double beam scale with a tare bar is used, be sure to enter the correct tare in the scale with each load. No gross weights need be shown and tares shall be shown only when they are taken.
9. Prepare a **HAUL TICKET** for each load weighed as explained on page 8-3. Give the original of each **HAUL TICKET** to the truck driver. Carbon copies of **HAUL TICKETS** are turned into the field office daily to be used for checking if a ticket is lost.

10. **Make sure to use separate DAILY RECORD OF SCALE WEIGHTS if more than one type of material is being weighed.**

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**DOCUMENTATION REQUIREMENT  
SECTION E  
ROADWAY AGGREGATES (TON)  
(COMPUTERIZED SCALE TICKETS)**

**Some Contractors are equipped with automated scales, which produce a COMPUTERIZED ticket with each load as illustrated on page 8-9. On projects where these facilities are available, these tickets may be used in lieu of the DAILY RECORD OF SCALE WEIGHTS to document roadway aggregates. Each COMPUTERIZED ticket must contain the date, material source, material type, ticket number, truck number, gross, tare and net weights, tons, time and accumulative total.**

**Each day, the Officeperson shall add all of the tickets to verify the accumulative total and initial. If the total is incorrect the Officeperson must investigate. If the error is only a rounding error, the Officeperson will line through the printed total and place the new total above and initial. If there are loads missing, then a DAILY RECORD OF SCALE WEIGHTS (Form No. 040-009) must be completed in lieu of the COMPUTERIZED tickets. The Officeperson shall place the AEB number(s) and stationing from the load book on the last COMPUTERIZED ticket for the day, making sure all stations are represented and match the load books. Show the actual moisture done for the day and the optimum moisture for the material and calculate any adjustments needed. The Resident Engineer must sign, not initial the last ticket for the day.**

**If there is waste for the day it must be deducted from the checked accumulative total and the tons placed, must be initialed after any deductions are shown. If there is zero waste, place 0 waste on the last scale ticket for the day. An explanation for all waste must be noted in the load book.**

**The last ticket along with the load books, become the source documents and shall be turned in at the completion of the contract.**

**Special care must be taken to insure that only those loads used on the contract are included in the accumulated total shown on the ticket and accumulative tons are zeroed each day.**

**The last COMPUTERIZED ticket for the day shall be filed in Section 1-Contract Files, Division No. 12 as described in Chapter 1 (Organization of Project).**

**Load books as illustrated on page 8-11 and spreadsheet as illustrated on page 8-13 are still required when using this method.**

**Information required on every computerized ticket:**

**Date**  
**Material source**  
**Material type**  
**Ticket and truck number**  
**Gross, tare, net weights, and tons**  
**Accumulative total tons**  
**Time**

**On the last ticket of the day, the following information must be recorded:**

**Beginning and ending stations, making sure all stations are represented and match the load book**  
**Stations shall have a line designation left, right, or center line**  
**AEB number**  
**Pit information**  
**Optimum and actual moistures, making sure to show calculations for any adjustments that are needed (see page 8-4 for calculations)**  
**Waste, if zero waste, place 0 waste**  
**Resident Engineers signature and checker's initials**

**DOCUMENTATION REQUIREMENT  
SECTION F  
ROADWAY AGGREGATES (TON)  
(LOAD BOOK)**

Separate load books shall be used for all major roadway aggregates such as type 1-2 class A-B aggregate base and shouldering material. Minor items such as sand blotter, screenings, etc., may be combined and put in one book if room permits, as long as the book is properly indexed and the record of delivery to the jobsite can be readily found. An illustration of a page in a load book is on page 8-11.

The Officeperson shall complete for each page all headings, Record of Delivery, date, type of material, ticket no., truck no., time, station, tickets taken by, and checked against scale sheet. Alternate load books may be used in order that one book remains in the office for checking and posting while the other is being used in the field. The headings may be handwritten or stamped. A stamp can be ordered through Headquarters Construction.

When the load is delivered to the jobsite, the truck driver will hand the ticket to the Inspector. The Inspector will record the date, type of material, ticket no., truck no., time every fifth load, and beginning and ending station for each page in the load book. Make sure all stations have a line designation left, right, or center line and equations are listed to explain any changes in the line. The Inspector shall initial tickets taken by.

Load books are required on all contracts with ton items. Ditto marks, vertical lines, arrows, etc. are not acceptable.

The Inspector, at the end of the shift, will turn the DAILY RECORD OF SCALE WEIGHTS or the COMPUTERIZED tickets and the load book into the field office.

The Officeperson shall compare the load book against the DAILY RECORD OF SCALE WEIGHTS or the COMPUTERIZED tickets. If there is a ticket, the load most likely arrived at the jobsite. If there is a ticket that does not show in the load book and should be included for payment, document the ticket in the appropriate load book. Loads appearing on the DAILY RECORD OF SCALE WEIGHTS or COMPUTERIZED tickets, that are not to be included for payment, must have a satisfactory explanation. Stations in the load book and the DAILY RECORD OF SCALE WEIGHTS or the last COMPUTERIZED ticket for the day must match.

All waste quantities in the load books shall be explained and circled in red. On the last page of the day, in the load books, circle in red the total tons wasted for the day. If there is zero waste, place 0 waste and circle in red. Remember, an explanation for all waste must be noted.

The Officeperson shall initial each page at the bottom, "checked against scale sheet" in the load book indicating that it was crosschecked against the DAILY RECORD OF SCALE WEIGHTS or the COMPUTERIZED tickets.

The DAILY RECORD OF SCALE WEIGHTS or the last COMPUTERIZED ticket for the day and the load books together become the source documents and must be turned in at the completion of the job.

Below is an illustration of a page in a TYPE 1 CLASS B AGG. LOAD book.

Make sure the following is recorded on each page:

- A complete date
- Type of Material
- Ticket No. not the load No., unless there is no ticket No.
- Truck No.
- Time is every 5<sup>th</sup> load
- Beginning and ending station per page
- Any equations to explain a change in the line designation
- Lt, Rt, or C/L on each station
- All waste is recorded and explained
- All waste, including 0 waste is circled in red
- Tickets taken by must be initialed
- Checked against scale sheet must be initialed

See page 8-10 for instructions on load books.

**DOCUMENTATION REQUIREMENT  
SECTION G  
(ROADWAY AGGREGATES (TON  
(OTHER METHODS OF PAYMENT)**

When an NDOT Weighmaster and COMPUTERIZED tickets are not available, a copy of the Contractor's scale sheet should be obtained as source documentation. If the Contractor's scale sheet is not available, the ticket information must be transferred to a DAILY RECORD OF SCALE WEIGHTS, along with all other required information, and signed by the Contractor's Weighmaster.

If weights are not attainable and payment will be based on the plan quantity as shown on the summary sheet in the plans, use the appropriate calculation shown below to obtain the tons for payment.

**ENGLISH-CUBIC YARDS**

UNIT WEIGHT = POUNDS PER CUBIC FOOT

POUNDS PER CUBIC FOOT X 27 = POUNDS PER CUBIC YARDS

$\frac{\text{LENGTH X WIDTH X DEPTH}}{27} = \text{CUBIC YARDS}$

CUBIC YARDS X POUNDS PER CUBIC YARDS = POUNDS

$\frac{\text{POUNDS}}{2000} = \text{TONS}$

**ENGLISH-CUBIC FOOT**

UNIT WEIGHT = POUNDS PER CUBIC FOOT

LENGTH X WIDTH X DEPTH = CUBIC FEET

CUBIC FEET X POUNDS PER CUBIC FOOT = POUNDS

$\frac{\text{POUNDS}}{2000} = \text{TONS}$

The Unit Weight is taken from the COMPACTION REPORT (Form No. 040-004) line 28 or from the NUCLEAR COMPACTION REPORT FOR SOILS AND AGGREGATES (Form No. 040-007), under the Harvard Miniature Compaction section, Calc. Max. Density pcf. Attach the test report(s) to a CALCULATION sheet (Form No. 040-034). Make sure to cross reference the quantity in the field book to the CALCULATION sheet and the CALCULATION

sheet to the field book(s) and page(s) as illustrated in Chapter 2 (Setting up a Contract, Book Format, etc.).

The above calculations are only used when weights cannot be obtained for an item paid by the ton.

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**DOCUMENTATION REQUIREMENT  
SECTION H  
ROADWAY AGGREGATES (TON)  
(SPREADSHEET)**

All aggregate quantities paid by the ton shall be posted on a spreadsheet by the Officesperson as illustrated below. The significant figure is to the hundredth (.01). Each day will be listed separately and a final total is required on every column except the date and payment no. column. The DAILY RECORD OF SCALE WEIGHTS or COMPUTERIZED tickets shall be kept in order as listed on the spreadsheet. The spreadsheet and the DAILY RECORD OF SCALE WEIGHTS or COMPUTERIZED tickets will be filed in Section 1-Contract Files, Division No.12 as described in Chapter 1 (Organization of Project).

The yellow side of the spreadsheet is for posting the DAILY RECORD OF SCALE WEIGHTS or the COMPUTERIZED tickets. The green side is for posting what has been paid on the turnaround document. If an error is found at a later date on the DAILY RECORD OF SCALE WEIGHTS or the COMPUTERIZED tickets the correction is to be made to the original entry on the yellow side. Do not make a new entry at the bottom of the spreadsheet on the yellow side. If the correction will affect the turnaround document then the correction will be made on the next progress payment and will be entered on the green side of the spreadsheet.

**Note:** colors are for reference only and are not required on actual spreadsheets.

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**DOCUMENTATION REQUIREMENT  
SECTION I  
ROADWAY AGGREGATES  
(WHEN PAID BY CUBIC YARD)  
(STRUCTURE LIST)**

Roadway aggregates with a UOM of Cuyd shall be documented in a MISC. book. If only one type of roadway aggregate is being placed in a field book then the title will be the name of that item (example: if Type 1 Class A Aggregate is placed in a field book by itself then the book will be named TYPE 1 CLASS A AGG.).

To setup the field book, the information on roadway aggregate with a UOM of Cuyd shall be found in the contract plans on the Main Structure list or on the Estimate of Quantities. An illustration of a Main Structure list is shown below and an illustration of an Estimate of Quantities is shown in Chapter 2 (Setting up a Contract, Book Format, etc.).

It is important that all records be kept in a neat and legible manner. All notes in the remarks column must be initialed by the person or persons responsible for the entry. All calculations must be checked and initialed by the checker.

The book shall be recapped as illustrated in Chapter 2 (Setting up a Contract, Book Format, etc.) and recapped as illustrated in Chapter 24 ("Finaling Out" a Contract).

The Officeperson shall enter in the field book the information shown on the structure list below and as illustrated on page 8-16.

**ROADWAY AGGREGATES  
(WHEN PAID BY CUBIC YARD)  
(BOOK INDEX AND INITIAL KEY)**

Below are illustrations of an index and an initial key. When setting up a field book at the beginning of a contract make sure each item in the book is listed on the index. During the contract if anything is added to the book make sure it is placed on the index. At job closeout make sure the index has the ending page for each item listed on more than one page. Make sure to list the book recap page(s) on the index. If room permits skip a line between entries on the index. Check the initial key each progress payment to assure that everyone who has made entries in the book has initialed and signed the initial key. If the signature is not legible, have the person print his/her name under the signature. Make sure the initials used throughout the book match the way the initials show on the initial key. If the initials change, add the new initials to the initial key next to the original initials.

**MISC.  
book**

Use when  
multiple  
items are  
placed in  
a book.



Skipping lines on the  
index allows items to be  
added. Elastomeric  
concrete (deactivated)  
was added by change  
order.

**TYPE 1  
CLASS A  
AGG. LOAD  
book**

Use when  
only one  
item is  
placed in a  
book.



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Roadway aggregates with a UOM of Cuyd shall be documented in a MISC. book. If only one type of roadway aggregate is being placed in a field book then the title will be the name of that item (example: if Type 1 Class A Aggregate is placed in a field book by itself then the book will be named TYPE 1 CLASS A AGG.).

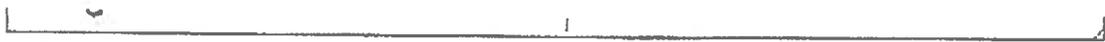
The illustration below is used when roadway aggregate has a UOM of Cuyd.

The Officeperson shall complete for each page the item number, item description, plan quantity, significant figure on the top right-hand side of the page, all column headings, AEB number, page total in the bottom left-hand corner of the page, station to station, and plan for each location if indicated on a structure list. If an item with a UOM of Cuyd is not on a structure list omit the plan column. Skip at least one line between entries. A separate page shall be provided for each bid item. Make sure to leave enough pages between items for any added or missed items. Calculations must be checked and initialed.

Daily, the Inspector shall document station to station and AEB# if not already entered, cuyd, date, initials, the calculations, and any remarks that are needed. Skip at least one line between entries.

**Note:** All entries must be entered as called out in the plans and document left, right, or centerline, where applicable. If the item is located on a structure list on the same line as other items the plan qty heading will be changed to plan qty this installation.

Payment for Cuyd items shall be based on plan quantity or field measure and calculations if different than plan.



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# APPENDIX B

**DOCUMENTATION REQUIREMENT  
SECTION A  
LIQUID AND EMULSIFIED ASPHALT  
(INDEX AND INITIAL KEY)**

Below is an illustration of an index and an initial key. When setting up a field book at the beginning of a contract make sure each item in the book is listed on the index. During the contract if anything is added to the book make sure it is placed on the index. At job closeout make sure the index has the ending page for each item listed on more than one page. Make sure to list the book recap page(s) on the index. If room permits skip a line between entries on the index. Check the initial key each progress payment to assure that everyone who has made entries in the book has initialed and signed the initial key. If the signature is not legible, have the person print his/her name under the signature. Make sure the initials used throughout the book match the way the initials show on the initial key. If the initials change, add the new initials to the initial key next to the original initials.

Page	Index Description	Initial Key		
		Initials	Signature	Title
4-8	Mc-70 Record of Delivery	JTS	Charles Jones	Tech IV
10-16	Mc-70 Record of Application & Payment	WT	Van Thomas	Tech II
20-25	SS-14 Record of Delivery	MHD	Mary Davis	Tech I
30-50	SS-14 Record of Application & Payment	LP	L. Phillips	Tech II
15	Book Recap			

**SECTION B  
(LIQUID AND EMULSIFIED ASPHALTS)  
(EXCEPT DILUTED EMULSIONS)**

Contracts containing liquid and emulsified asphalt items paid by the ton as illustrated in this chapter shall be documented in a LIQUID ASPHALT book.

Liquid asphalts (MC-70, MC-250, etc.) shall be documented in a LIQUID ASPHALT book with a "Record of Delivery" section, as illustrated on page 10-3 and a "Record of Application and Payment" section, as illustrated on page 10-4.

To setup the field books, the information on liquid and emulsified asphalts items shall be found in the contract plans on the Estimate of Quantities as illustrated in Chapter 2 (Setting up a Contract, Book Format, etc.). As many different types of liquid and emulsified asphalts may be documented in a single book, as room permits. **Make sure to leave enough room between the different types of liquid and emulsified asphalt sections for any added or missing areas.**

There are 2 ways to pay for Liquid Asphalt:

1. Paid by the total delivery (B/L)
  2. Weighing the trucks over the Contractor's scales (weighbacks)
- The gallon meter cannot be used for Liquid Asphalts.**

**In no case shall the liquid asphalt pay quantity exceed the total certified asphalt delivered less any wasted material and less any material left in storage.**

An illustration of a B/L (SS-1h) is shown on page 10-10 and an illustration of a certification is shown on page 10-11. The contract number and load number are required in the upper right-hand corner on the B/L and the certification.

Any items requiring measurements, or final quantity calculations must be shown in the field book or on a CALCULATION sheet (Form No. 040-034) and filed in the CALCULATION book as illustrated in Chapter 2 (Setting up a Contract, Book Format, etc.). Make sure to cross reference the quantity in the field book to the CALCULATION sheet and the CALCULATION sheet to the field book(s) and page(s).

It is important that all records be kept in a neat and legible manner. **All notes in the remarks column must be initialed by the person or persons responsible for the entry. All calculations must be checked and initialed by the checker.**

If room permits, **Sand Blotter** (paid by the ton) may be documented in the LIQUID ASPHALT book. Documentation for sand blotter shall follow the guidelines as illustrated in Chapter 8 (Roadway Aggregates). **Pay will be based on delivery minus waste and/or material left in storage, not based on the application rate.**

Each book shall be setup as illustrated in Chapter 2 (Setting up a Contract, Book Format, etc.) and each Record of Application and Payment page shall be recapped as illustrated in Chapter 24 ("Finaling Out" a Contract).

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**DOCUMENTATION REQUIREMENT  
SECTION C  
LIQUID AND EMULSIFIED ASPHALTS  
(EMULSIFIED ASPHALTS, DILUTED)**

Contracts containing liquid and emulsified asphalt items paid by the ton as illustrated in this chapter shall be documented in a LIQUID ASPHALT book.

Diluted emulsified asphalts (CMS-2S, SS-1h, LMCRS-2H, etc.) shall be documented in the LIQUID ASPHALT book with a "Record of Delivery" section, as illustrated on page 10-6 and a "Record of Application and Payment" section, as illustrated on page 10-7.

To setup the field books, the information on liquid and emulsified asphalts items shall be found in the contract plans on the Estimate of Quantities as illustrated in Chapter 2 (Setting up a Contract, Book Format, etc.). As many different types of liquid and emulsified asphalt as room permits may be documented in a single book. **Make sure to leave enough room between the different types of liquid and emulsified asphalt sections for any added or missing areas.**

There are four ways to pay for Emulsified Asphalt (diluted):

1. Total B/L delivered (diluted).
2. Weighing the trucks over the Contractor's scales (weighbacks)
3. Reading the gallon meter, must list beginning meter reading, ending meter reading, gallons used, and the correction factor used (see page 10-8 for chart).
4. Theoretical application rate found in the plans.

When the emulsified asphalt is delivered raw and placed in a tank, the distributor truck shall be tared before the oil and water is added. When the oil is added the truck shall be weighed and then weighed again when the water is added. The ratio of water is at a 60/40 or 50/50 (cold recycle only) ratio. Make sure to check the Specials Provisions for the contract to assure the correct ratio is being used. When the truck is finished spraying for the day, the truck shall be weighed once again to show what was placed for the day. See the illustration on page 10-9.

**In no case shall the emulsified asphalt pay quantity exceed the total certified asphalt delivered less any wasted material and less any material left in storage.**

An illustration of a B/L is shown on page 10-10 and an illustration of a certification is shown on page 10-11. The contract number and load number is required in the upper right-hand corner on the B/L and the certification.

Any items requiring measurements or final quantity calculations must be shown in the field book or on a CALCULATION sheet (Form No. 040-034) and filed in the CALCULATION book as illustrated in Chapter 2 (Setting up a Contract, Book Format, etc.). Make sure to cross reference the quantity in the field book to the CALCULATION sheet and the CALCULATION sheet to the field book(s) and page(s).

**It is important that all records be kept in a neat and legible manner. All notes in the remarks column must be initialed by the person or persons responsible for the entry. All calculations must be checked and initialed by the checker.**

**Each book shall be setup as illustrated in Chapter 2 (Setting up a Contract, Book Format, etc.) and each "Record of Application and Payment" page shall be recapped as illustrated in Chapter 24 ("Finaling Out" a Contract).**

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If room permits, Sand Blotter (paid by the ton) may be documented in the LIQUID ASPHALT book. Documentation for Sand Blotter shall follow the guidelines as illustrated in Chapter 8 (Roadway Aggregates). Pay will be based on delivery minus waste and/or material left in storage, not based on the application rate.

### RECORD OF DELIVERY

The Officeperson shall complete for each page the item number, item description, plan quantity, the significant figure on the top right-hand side of the page, Record of Delivery, and all column headings.

Daily, the Inspector shall record the deliveries of emulsified asphalt for the contract. Record the load number, date delivered (which may not be the same date the load was applied), truck/trailer number, B/L number, RAW tons delivered and accumulative RAW tons delivered, initials and any remarks that are needed. RAW (before water is added to dilute the asphalt) tons are recorded to assure enough raw asphalt was delivered to complete the job. For ease in cross checking, the contract number and corresponding load number from the RECORD OF DELIVERY shall be written in the upper right-hand corner on the B/L and the certification. All weight calculations shall be checked and initialed. See 10-9 for instructions and an illustration when asphalt is delivered raw and placed in a tank, page 10-10 for instructions and an illustration for a B/L when asphalt is delivered diluted, and page 10-11 for an illustration for a certification.

The Officeperson shall assure on each B/L there is a contract number and load number that corresponds to the RECORD OF DELIVERY, the weight calculations have been checked and initialed, and there is a certification. The Officeperson before each progress payment and when finaling out a contract shall check to assure there are enough B/Ls to cover what has been used.

Item No. 406 0524  
 Item: SS-1h (DILUTED)  
 Plan Qty 375.00 TONS

Sigfig: 01 20

Record of Delivery

Load No	Date	Trk. No.	Trk. No.	B/L No.	(Raw) Tons Delivered	Item	Remarks
1	10-08-08	182021	-	55953	1.27	LP	
2	10-10-08	182023	-	55942	4.20	LP	
3	10-11-08	182041	-	55944	3.69	LP	
4	10-12-08	182027	-	55946	5.00	LP	
5	10-13-08	182029	-	55947	7.29	LP	

**If SS-1h is delivered diluted to the jobsite and the bill of lading does not show weight of raw asphalt separately from the water added or the state mix percent, the Resident Engineer shall inform the Contractor that it is unacceptable and any application shall be done without payment.**

RECORD OF APPLICATION AND PAYMENT

The Officeperson shall complete for each page the item number, item description, plan quantity, the significant figure on the top right-hand side of the page, Record of Application & Payment, all column headings, and the page total in the bottom left-hand corner of the page. A separate page shall be provided for each bid item. Make sure to leave enough pages between items for any added or missed items. Calculations must be checked and initialed.

The Inspector shall record the date, distributor number, oil temp, tons applied, accumulative tons and AEB#. Record the station to station (roadway stations where the material was applied), width of the roadway covered, square yards (length x width + 9) of roadway covered, application rate, and initials. See below and page 10-5 for the different ways to pay emulsified asphalt. All stations must have a line designation and show left, right, or center line. If the station to station does not equal the length used to calculate sqyds, then the length must be written above the station to station. Varies will not be accepted in the width column, must have a quantity. Skip at least one line between entries and after the payment entry. The next entry shall be placed on the next line, as illustrated below.

The Officeperson shall draw two red lines under the areas to be paid on a progress payment and the Inspector shall skip a line after the payment entry and enter the next entry on the next line, as illustrated below.

Payment for Ton items will be based on weights.

Item No: 405 0516 Item: Emulsified Asphalt, Type 55 1h (Diluted) Plan Qty: 875.00 Tons Record of Application & Payment					Sup. Rtg. 1.01 30 1700 = 241 gallons @ 100 1700 ÷ 9 = sqyd Sale Price @ 100 = 1700 Appl. Rate = gallons ÷ sqyd			
Date	Dist. No.	Temp	Tons Applied	Accum. Tons Applied	AEB#	Station to Station width sqyd	Rate	Temp
10-08-08	1001	130°	1.76	1.76	1	2'-5" to 2'-16" 15'	20.7	100° LP
10-10-08	1001	130°	2.44	4.20	1	2'-19" to 2'-22" 15'	24	100° LP
10-11-08	1001	130°	4.15	8.35	1	1'-0" to 1'-13" 15'	145	100° LP
10-12-08	1001	130°	3.18	11.53	1	2'-11" to 2'-20" 15'	100	100° LP
Page Total = 11.53 AEB#1								
10-13-08	1001	130°	8.80	20.33	2	2'-13" to 2'-20" 15'	20.7	100° LP
Page total								

Note: If a RECORD OF SCALE WEIGHTS (40-Load sheet Form No. 040-009) or a COMPUTERIZED weighback ticket is used to calculate the tons placed for the day, those tons shall match the tons placed in the book.

The tons applied on the "Record of Application and Payment" section shall be the tons of diluted emulsion mixed applied on the roadway.

To calculate tons or application rate, the following formulas apply:

$$\text{tons} = \frac{\text{sqyd} \times \text{application rate}}{\text{gallons/ton (109.01 Standard Specs)}}$$

$$\text{appl rate} = \frac{\text{tons} \times \text{gallons/ton (109.01 Standard Specs)}}{\text{sqyd}}$$

**DOCUMENTATION REQUIREMENT  
SECTION D  
LIQUID AND EMULSIFIED ASPHALT  
(EMULSIFIED ASPHALTS, DILUTED)  
(TEMPERATURE CHART)**

This chart is to be used when reading the gallon meter for emulsified asphalts (CMS-2S, SS-1h LMCRS-2H, etc).

**TABLE C1 TEMPERATURE VOLUME CORRECTIONS FOR EMULSIFIED ASPHALT**

**LEGEND: t = Observed Temperature in Degree Celsius (Fahrenheit)  
M = Multiplier for Correcting Volume to the Basis of 15.5°C (60°F)**

\*Multiplier (M) for °C is a close approximation.

°C <sup>t</sup>	°F	M*	°C <sup>t</sup>	°F	M*	°C <sup>t</sup>	°F	M*
10.0	50	1.00250	35.0	95	0.99125	60.0	140	0.98000
10.6	51	1.00225	35.6	96	0.99100	60.6	141	0.97975
11.1	52	1.00200	36.1	97	0.99075	61.1	142	0.97950
11.7	53	1.00175	36.7	98	0.99050	61.7	143	0.97925
12.2	54	1.00150	37.2	99	0.99025	62.2	144	0.97900
12.8	55	1.00125	37.8	100	0.99000	62.8	145	0.97875
13.3	56	1.00100	38.3	101	0.98975	63.3	146	0.97850
13.9	57	1.00075	38.9	102	0.98950	63.9	147	0.97825
14.4	58	1.00050	39.4	103	0.98925	64.4	148	0.97800
15.0	59	1.00025	40.0	104	0.98900	65.0	149	0.97775
15.6	60	1.00000	40.6	105	0.98875	65.6	150	0.97750
16.1	61	0.99975	41.1	106	0.98850	66.1	151	0.97725
16.7	62	0.99950	41.7	107	0.98825	66.7	152	0.97700
17.2	63	0.99925	42.2	108	0.98800	67.2	153	0.97675
17.8	64	0.99900	42.8	109	0.98775	67.8	154	0.97650
18.3	65	0.99875	43.3	110	0.98750	68.3	155	0.97625
18.9	66	0.99850	43.9	111	0.98725	68.9	156	0.97600
19.4	67	0.99825	44.4	112	0.98700	69.4	157	0.97575
20.0	68	0.99800	45.0	113	0.98675	70.0	158	0.97550
20.6	69	0.99775	45.6	114	0.98650	70.6	159	0.97525
21.1	70	0.99750	46.1	115	0.98625	71.1	160	0.97500
21.7	71	0.99725	46.7	116	0.98600	71.7	161	0.97475
22.2	72	0.99700	47.2	117	0.98575	72.2	162	0.97450
22.8	73	0.99675	47.8	118	0.98550	72.8	163	0.97425
23.3	74	0.99650	48.3	119	0.98525	73.3	164	0.97400
23.9	75	0.99625	48.9	120	0.98500	73.9	165	0.97375
24.4	76	0.99600	49.4	121	0.98475	74.4	166	0.97350
25.0	77	0.99575	50.0	122	0.98450	75.0	167	0.97325
25.6	78	0.99550	50.6	123	0.98425	75.6	168	0.97300
26.1	79	0.99525	51.1	124	0.98400	76.1	169	0.97275
26.7	80	0.99500	51.7	125	0.98375	76.7	170	0.97250
27.2	81	0.99475	52.2	126	0.98350	77.2	171	0.97225
27.8	82	0.99450	52.8	127	0.98325	77.8	172	0.97200
28.3	83	0.99425	53.3	128	0.98300	78.3	173	0.97175
28.9	84	0.99400	53.9	129	0.98275	78.9	174	0.97150
29.4	85	0.99375	54.4	130	0.98250	79.4	175	0.97125
30.0	86	0.99350	55.0	131	0.98225	80.0	176	0.97100
30.6	87	0.99325	55.6	132	0.98200	80.6	177	0.97075
31.1	88	0.99300	56.1	133	0.98175	81.1	178	0.97050
31.7	89	0.99275	56.7	134	0.98150	81.7	179	0.97025
32.2	90	0.99250	57.2	135	0.98125	82.2	180	0.97000
32.8	91	0.99225	57.8	136	0.98100	82.8	181	0.96975
33.3	92	0.99200	58.3	137	0.98075	83.3	182	0.96950
33.9	93	0.99175	58.9	138	0.98050	83.9	183	0.96925
34.4	94	0.99150	59.4	139	0.98025	84.4	184	0.96900
						85.0	185	0.96875

**DOCUMENTATION REQUIREMENT  
SECTION E  
LIQUID AND EMULSIFIED ASPHALTS  
(EMULSIFIED ASPHALTS, DILUTED)  
(WHEN DELIVERED RAW)**

When the emulsified asphalt is delivered raw and placed in a tank the distributor truck shall be tared before the asphalt and water is added. When the asphalt is added, the truck shall be weighed and then weighed again when the water is added. The ratio of water is a 60/40 or 50/50 (cold recycle only) ratio. Make sure to check the Specials Provisions for the contract to assure the correct ratio is being used. When the truck is finished spraying for the day, the truck shall be weighed once again to determine what was placed for the day, as shown below. To assure the diluted mix is not over watered, multiply the raw tons by 1.4 or 2 (cold recycle only), as shown below.

STATE OF NEWHA  
DEPARTMENT OF TRANSPORTATION

Sheet No. 1 of 1

**DAILY RECORD OF SCALE WEIGHTS**

PN No. \_\_\_\_\_

Or Commercial Source Hunnexill

Material Type SS-1h (Diluted)

Date 10-13-08

Contract No. 3247

Total No. Tons	Scale No.	Raw Weight (Lbs)	Water Weight (Lbs)	Total Weight (Lbs)	Total Weight (Tons)	Notes
2177	47326	32740	14510	7129	oil	
	53140	7320	5120	297	water	
				10210	mixed	
					$7.29 \times 1.4 = 10.21 \text{ tons}$	
2177	53140	35540	17100	8180	8.80 Tons Applied	
					$8.80 \times 1.4 = 12.32 \text{ tons}$	

NOTES: Tare the weights below each unit, once prior to starting work at the site and again at some other site during the day. Raw tons tons were taken. Round into whole tons.

Sam Spadi Weighmaster      Shelli Jones  
Joe Shaver Resident Engineer      Shelli Jones

Checked by \_\_\_\_\_  
Checked Again by \_\_\_\_\_

**DOCUMENTATION REQUIREMENT  
SECTION F  
LIQUID AND EMULSIFIED ASPHALT  
(EMULSIFIED ASPHALT, DILUTED)  
(BILL OF LADING AND CERTIFICATION)**

If loads are delivered diluted, the weights of asphalt and water must be shown separately or 60/40 or 50/50 (cold recycle only) state mix must show on the bill of lading (B/L) to assure that the load was not over diluted. To assure the water ratio is correct, multiply the raw tons by 1.4 or 2 (cold recycle only) to get the max of diluted emulsified asphalt that can be paid. This calculation shall be shown on all B/Ls for emulsified asphalt. **No payment shall be made on excess water.** For ease in cross checking, the contract number and the corresponding load number from the RECORD OF DELIVERY shall be written in the upper right-hand corner on the B/L and the certification. **All weight calculations shall be checked and initialed.** The B/L **only**, shall be filed in Section 1 - Contract Files, Division No. 12 as described in Chapter 1 (Organization of Project). A copy of the B/L, the certification, and the TRANSMITTAL FOR TEST SAMPLES AND CERTIFICATION (Form No. 020-018) shall be filed in Section 2 - Materials and Testing File, Division No. 4 as described in Chapter 1 (Organization of Project).

**Ergon Asphalt Products, Inc.**  
 600-380-5255

**BILL OF LADING**  
 55933

Lot 3247  
 Load No. 1  
 3/10/80 16

CHANDLER, 6040 W. Chandler Blvd.    SNOWFLAKE, 400 N. Industrial Way    LAS VEGAS, 6400 W. Rainbow Ave.

CUSTOMER: Las Vegas Towing  
 CURT. JOB REF.:  
 DESCRIPTION:

ORDER TYPE	PRODUCT DESCRIPTION	TASK #
Asphalt	SS-1H	972
Other		

QUANTITY	UNIT
505	10/28/80
35640	32120
1.76	520

PUBLIC INFORMATION DISCLOSURE OF TRADE AND MARKS  
 This is to certify that the described merchandise hereunder, created or prepared by, made or done by, or for, and which purport to be the goods of the United States of America, are the property of the United States of America.

**TERMS NET 30 DAYS. INTEREST MAY BE CHARGED AT THE RATE OF 10% PER YEAR ON THE UNPAID BALANCE.**

ORDERED FOR: Las Vegas Towing      AUTHORIZED SIGNATURE: [Signature]  
 ADDRESS: 505 [Address]

**CHECK BOX IF APPLICABLE**  
 Elevated temperature, liquid, H.O.S., or emulsion, etc. (Asphalt)

**CHECK BOX IF APPLICABLE**  
 Asphalt dust back (UN 2828)

**COMMENTS/SPECIAL INSTRUCTIONS**

308	als	130
2535	972	
1.28	Tos	0.49
1.15	Met	0.44

The following personnel protective equipment is required in all ERGON ASPHALT PRODUCTS plants:  
 Hard Hat    Long Sleeve Shirt    Safety Glasses  
 Closed Toe Shoes    Long Pants  
 Specialty Equipment As Required by Plant Manager

WRITE - ACCOUNTS    BULK - ACCOUNTS    CREDIT - PLANT    CARRY - CUSTOMER    FEEL - CARRIER/STATIONER    SOLD/SHIP - CUSTOMER

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**Requirements for Certification on all B/Ls shall follow a certain criteria as described in the Standard Specifications for Road and Bridge Construction (Silver book) or in the Contract Special Provisions for that item. For example: SS-1h criteria are located in the Contract Special Provisions, in section 703.03.04.**



# Ergon Asphalt Products, Inc.

Chandler Facility  
6940 W. Chandler Blvd.  
Chandler, AZ 85226 U.S.A.  
1-800-638-6333

Snowflake Facility  
480 N. Industrial Way  
Snowflake, AZ 86357 U.S.A.  
1-800-401-6189

Las Vegas Facility  
7640 W. Flamingo Ave.  
Las Vegas, NV 89138 U.S.A.  
1-800-479-8333

## CERTIFICATE OF COMPLIANCE

Cont. 3247  
Load no. 1

DATE 10/08/08  
 CUSTOMER NAME Frehner Construction  
 PROJECT NAME 3247 Blue Diamond Interchange  
 PROJECT NUMBER \_\_\_\_\_  
 BILL OF LADING NUMBER 55937 TRUCK/TRAILER NUMBER 182021  
 ASPHALT EMULSION TYPE SS-1/2 TANK NUMBER A-2  
 CERTIFICATION NUMBER \_\_\_\_\_

### Test on Emulsion:

Viscosity, Saybolt Furol (25° C, sec.) 32  
 Residue (% by mass) 62.7  
 Storage Stability (24-H, %) .04  
 Slime (%) .001  
 Cement Mixing (%) .03  
 Particle Charge Negative

### Test on Residue:

Penetration (25° C, 100g, 5 sec.) 56  
 Solubility (%) 99.98  
 Ductility (25° C, 5cm/min, cm) 115  
 Type of Test T49 T51 T52

This material complies to all requirements as set forth in Section 703 of the State of Nevada Standard Specifications.

Signature Scott Gronlund Title Shift Supervisor

WHITE - ORIGINAL

YELLOW - CUSTOMER COPY

PINK - CUSTOMER COPY

GREEN - FILE COPY

Rev 11/09

# **APPENDIX B1**

COPY

DOCUMENTATION REQUIREMENT  
SECTION F  
MICRO-SURFACING ITEMS

The Micro-Surfacing items shall be documented in a MICRO-SURFACING book.

To setup the field books the information for the micro-surfacing items shall be found in the contract plans on the Estimate of Quantities.

Micro-surfacing aggregate paid by the ton shall be documented in the same manner as illustrated in Chapter 8 (Roadway Aggregate). Load books and a spreadsheet are required.

Asphalt emulsion paid by the ton shall be documented in the same manner as illustrated on pages 11-8. Payment is based on deliveries minus any waste and/or material left in storage. A mix design is required.

If paying aggregate from a stockpile, the daily payment for tons applied, will be based on the calibrated rotation of lbs/sqyd. These tons will be recorded on a Record of Application & Payment as illustrated on page 11-14. The final payment will be paid to date, minus what is left in the stockpile (based on cross-sections and/or calculations shown below the last entry on the Record of Application & Payment or on a calculations sheet (Form No. 040-034) and filed in the CALCULATION book. When calculations are performed the follow calculation shall be used:

UNIT WEIGHT = POUNDS/CUBIC FOOT

POUNDS/CUBIC FOOT X 27 = POUNDS/CUBIC YARDS

$\frac{\text{LENGTH X WIDTH X DEPTH}}{27} = \text{CUBIC YARDS}$

CUBIC YARDS X POUNDS/CUBIC YARDS = POUNDS

$\frac{\text{POUNDS}}{2000} = \text{TONS}$

Make sure to cross reference the calculation sheet to the field book and the book to the calculation sheet.

A printout from the contractor will be submitted daily and is to be filed in Section 1-Contract Files, Division No. 12 as described in Chapter 1 (Organization of Project) page 1-5. This printout will list the tons of asphalt and aggregate mixture produced and applied by the micro-surfacing machine. The tons delivered to the stockpile will be recorded on a Record of Delivery as illustrated on page 11-13.

The Application & Payment page in each book shall be recapped as illustrated in Chapter 2 (Book Format, etc) page 2-5 and Chapter 24 ("Finaling Out" a Contract) page 24-4.

The illustration below shows the Record of Delivery for aggregate if the micro-surfacing is paid from a stockpile.

The Officeperson shall complete for each page the item number, item description, planned quantity, the significant figure on the top right-hand side of the page, Record of Delivery, and all column headings. A separate page shall be provided for each bid item.

The Inspector shall record the ticket no., date, truck no., time, tons delvd, accum. tons delvd, location, and remarks if needed.

Note: The location does not need to be on every line. It only needs to be noted when the location has changed.

Record of Delivery						Signatures	11
Ticket No	Date	Truck No	Time	Tons Delvd	Accum Tons Delvd	Location / Remarks	
27413	4-15-08	328	7:00AM	34.69	34.69	Stock pile @ 'D' 125+00 RT	
27415	4-15-08	342	7:30AM	36.20	70.89		
27532	4-16-08	347	9:00AM	42.20	113.09	Stock pile @ 'E' 130+00 LT	

Item No: 4080604  
 Item: Micro-Surfacing agg (Type 3)  
 Plan Qty: 2530.00 Ton

Tickets Taken by: SP  
 Against scale tickets: 8

The illustration below shows the Record of Application & Payment for aggregate if the micro-surfacing is paid from a stockpile.

The Officeperson shall complete for each page the item number, item description, planned quantity, the significant figure on the top right-hand side of the page, Record of Application & Payment, all column headings, and the page total in the bottom left-hand corner of the page. A separate page shall be provided for each bid item. Calculations must be checked and initialed

The Inspector shall record the date, distributor no., oil temp in the distributor truck, tons applied, accum tons and AEB#. Record the station to station (roadway stations where the material was applied), width of the roadway covered, sqyd (length x width ÷ 9) of roadway covered, and initials. All stations must have a line designation and show left, right, or center line. If the station to station does not equal the length used to calculate sqyds, then the length must be written above the station to station. Varies will not be accepted in the width column, must have a quantity.

The Officeperson shall check the tons applied to the printout from the contractor to assure they match and file the printout in Section 1-Contract Files, Division No. 12 as described in Chapter 1 (Organization of Project) page 1-5. The Officeperson shall draw two red lines under the areas to be paid on a progress payment, the Inspector shall skip a line after the subtotal and enter the next entry on the next line, as illustrated below.

Note: Review page 11-12 for instructions on how to complete the final adjustments.

Item No. 408 0604  
 Item: Micro Surfacing Agg (Types)  
 Plan Qty: 2530.00 Ton

Record of Application & Payment

Date: 4-20-68  
 Dist. No: 1314  
 Tons Applied: 25.95  
 Accum Tons: 25.95  
 AEB#: 1

Significant figure: 20

Tons Acco/sqyd: 2.530  
 App Rate: 2.530/9 = .281

Subtotal = 2000 TONS

Date	Dist. No.	Tons Applied	Accum Tons	AEB#	Para	Station to Station	Width	Sqyd	Rate	Tons
4-20-68	1314	25.95	25.95	1		St. 517+00 to 517+00	135	1000	2.530	25.95

Page total:

Item No: 4080596  
 Item: Micro Surfacing Emulsion  
 Plan Qty: 330.00 Tons

Sig Fig: .01 4

Calibrated @  $\frac{\# \text{ counts } \times 4.67}{2000} = \text{Tons}$

Record of Delivery & Payment

Load#	Date	Trk No.	Trl No	B/L No.	Tons Deliv'd	Tons Waste	Tons Left in Storage	Tons used	Accum Tons used	Tray	AtB#	Am#
1	4-15-08	196	196-A	A21659	12.75	0	0	0	0	SP	1	
2	4-21-08	196	329	191816	13.86	3.00	0	10.86	10.86	SP	1	
3	4-28-08	363	400	193522	13.90	0	10.83	3.07	13.93	SP	1	

Page total:

**STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
DAILY MICROSURFACING/SLURRY SEAL REPORT**

Date: \_\_\_\_\_ Route: \_\_\_\_\_  
 Contract No: \_\_\_\_\_ County: \_\_\_\_\_  
 Contractor: \_\_\_\_\_ Mileposts/Stations: \_\_\_\_\_

**Aggregate Quantities Used**

Bid Item #: \_\_\_\_\_ AEB #: \_\_\_\_\_  
 Bid Item Description: \_\_\_\_\_

Truck Number/License	No. of Counts	Lbs./Count	Tons Used
Total Tons =			

**Emulsion Quantities Used**

Bid Item #: \_\_\_\_\_ AEB #: \_\_\_\_\_  
 Bid Item Description: \_\_\_\_\_

Truck Number/License	No. of Counts	Lbs./Count	Tons Used
Total Tons =			

**Additive Quantities Used**

Type of Additive: \_\_\_\_\_

No. of Counts	Lbs./Count	Tons Used
Total Tons =		

**Daily Application Rate**

Gate Opening:	
Length (Ft):	
Width (Ft):	
Area Completed (SQYD):	
Aggregate Lbs./SQYD:	
Total Mbr. Lbs./SQYD:	
% of Emulsion to Agg:	
% of Additive:	
% of Mineral Filler:	
% of Water:	

**Mineral Filler Quantities Used**

No. of Counts	Lbs./Count	Tons Used
Total Tons =		

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contractor Signature \_\_\_\_\_ Verified By Signature \_\_\_\_\_  
 Resident Engineer Signature \_\_\_\_\_ Checked By Signature \_\_\_\_\_



# **APPENDIX C**

**102.07 Irregular Proposals.** Proposals will be considered irregular and may be rejected for the following reasons:

- (a) If the proposal is on a form other than that furnished by the Department, or if the form is altered or any part thereof is detached.
- (b) If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- (c) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

This does not exclude a bid limiting the maximum gross amount of awards acceptable to any one bidder or at any one bid letting, provided that the selection of any bid awards be made by the Department. See Subsection 102.14.

- (d) If the unit prices contained in the proposal are obviously unbalanced, either in excess or below the reasonable cost analysis values.
- (e) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.

Following the opening of bids, the Department will examine the unit bid prices of all bidders for reasonable conformance with the Engineer's Estimate. A bid tabulation including calculated percentage variances from the Engineer's Estimate for each bid item will be forwarded to the Chairman of the Bid Review and Analysis Team (BRAT) for further review.

In determining whether a unit bid price is unbalanced and subject to rejection, the BRAT will consider, but not be limited to, the following criteria:

- (a) Mathematically unbalanced bids which are not found to be materially unbalanced may be awarded.
- (b) If the quantities as bid are incorrect and the contract cost will be increased when quantities are corrected, the bid may be rejected.
- (c) On items where the quantities may vary, if the anticipated variation in quantity would result in the lower bidder not remaining as the low bidder, the bid may be rejected.
- (d) If the mathematical unbalancing has a potential detrimental effect upon the competitive process or can cause contract administration problems after the award, the bid may be rejected.
- (e) Over pricing items for work done early in the contract (front end loading) could be considered as a materially unbalanced bid, and the bid may be rejected.

Other factors the BRAT will consider in the bid analysis are:

Number of bids

**Distribution or range of bids**  
**Potential for savings if the contract is readvertised**  
**Bid prices for the contract under review versus bid prices for similar contracts in the same or recent lettings**  
**Urgency/effect of delay on the construction of the contract**  
**Current market conditions/workload**  
**The significance of the variance of individual unit bid prices from the Engineer's Estimate and if there is any justification for the difference**  
**Other factors that may be important to the contract**

**After review, the BRAT will prepare a report and make one of the following recommendations:**

**Award to the apparent low bidder**  
**Award to the apparent second low bidder**  
**Reject all bids and may readvertise**

# **APPENDIX D**



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7591  
Fax: (775) 888-7401

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION/DESIGN DIVISIONS

MEMORANDUM

June 20, 2012

TO: Christi Thompson, Chief, Administrative Services

FROM: Paul Frost, P.E., Chief Roadway Design Engineer  
Jeff Shapiro, P.E., Chief Construction Engineer

SUBJECT: Bid Review and Analysis Procedures

**Background:**

Title 23 Code of Federal Regulations (CFR) § 635.114 requires that State Transportation Departments examine unit bid prices submitted to determine reasonable conformance to the engineer's estimated prices and to thoroughly evaluate bids with extreme variations from the engineer's estimate or where obvious unbalancing of unit prices have occurred. Nevada Revised Statute (NRS) 408.343 gives the Department legal authority to reject bids if they are unbalanced, incomplete or contain irregularities. The purpose of this Memorandum is to formalize the Bid Review and Analysis procedures to comply with 23 CFR § 635.114 and to assist the Department with the award process under NRS 408.343 and Subsection 102.07 of the Standard Specifications.

**Definitions:**

**Mathematically Unbalanced Bid:** A bid is mathematically unbalanced if the bid contains lump sum or unit bid items that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs and other indirect costs.

**Materially Unbalanced Bids:** A bid is materially unbalanced if there is a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Department.

**Significant Item of Work:** An individual item of work that exceeds \$50,000.00 in value of either the Engineer's estimate or the apparent low bid.

**Significantly Unbalanced Bid Price:** Where the apparent low bidder's unit price differs

from the engineer's estimate, expressed as a percent of the estimate, by more than 150% or less than 75%.

**Bid Review and Analysis Team (BRAT):** The BRAT will be comprised of following:

- **Primary BRAT Members**
  - Chief Road Design Engineer (Chair)
  - Chief Construction Engineer (Co-Chair)
  - Specifications Engineer
  - Roadway Design Principal Engineer
  - Constructability Section Manager
  - FHWA Operations Team Representative (on Full Oversight Federal Aid Projects only)
- **As-Needed BRAT Members**
  - Contract Services Section Manager
  - Attorney General's Office Representative
  - Contract Compliance Section Manager
  - Technical Division Representative
    - Project Manager / Coordinator
    - Lead Designer
    - Price Checker
    - Resident Engineer

**Bid Review and Analysis Procedures**

1. After bid opening Administrative Services will provide to the BRAT members a complete bid tab comparing all bidders as well as a price sensitivity report. The report will contain all significant items of work and identify those with significantly unbalanced bid prices. The price sensitivity report will identify the amount a quantity of work must vary to change the order of the two low bidders. These reports will typically be provided within a few working days after bid opening. Administrative Services will also notify the BRAT as soon as possible, of any defects or challenges that would or may render any of the bids "nonresponsive" or otherwise affect the award of the contract.
2. The BRAT members will perform an analysis of the items on the bid tab and price sensitivity report. The analysis will include items that could have considerable quantity variability, items that raise concerns of risk of material unbalancing, or

any other item that has high potential for changing the order of the bidders if the bid quantity is incorrect.

3. The BRAT will typically meet on a weekly basis to review and discuss the analysis of all bids. The meeting, either in person or by teleconference, will be comprised of a minimum of 3 Primary BRAT Members with at least one member each from the Design Division and the Construction Division. As-Needed BRAT Members may also be invited to participate to address specific project needs or issues.
4. An unbalanced bid analysis will be performed if:
  - a. The BRAT becomes aware of an error in a quantity of an item in the bid proposal.
  - b. An individual item of work is found to be significant to the contract and significantly unbalanced.
5. An unbalanced bid analysis shall consist of the following steps:
  - a. The unit prices in the engineer's estimate for all items identified as being significantly unbalanced will be reviewed for correctness. Corrections will be made as needed and the low bidder's unit prices will be reevaluated against the corrected engineer's estimate to determine if the item remains significantly unbalanced.
  - b. Quantities for all items found to be significant to the contract will be checked and verified. Quantities will be determined based upon the bidding documents and the construction methodologies depicted in the plans. These quantities will be used only for the purpose of performing the unbalanced bid analysis.
  - c. Quantities with known errors will be corrected, and the gross sum for the contract for each bidder will be recalculated.
  - d. A comparison of the calculated gross sum totals will be made. If the calculated gross sum for the apparent low bid is found to be higher than the calculated gross sum of another bidder, the low contract bid proposal

shall be determined to be materially unbalanced. If the calculated gross sum of the apparent low bid is found to be less than the calculated gross sum of all other bidders, that bid shall be determined to be not materially unbalanced.

- e. Repeat item 5.d. as necessary using the next low contract bid proposal until a contract bid is found to be not materially unbalanced.
6. The BRAT will meet to discuss the results of the unbalanced bid analysis.
- a. If the apparent low bid is found to be not materially unbalanced (mathematically unbalanced), the contract will be considered for award at the bid amount in accordance with the Standard Specifications. The contract will be based upon the bid amount and the quantities shown in the bidding documents.
  - b. If the apparent low bid is found to be materially unbalanced, it will be considered irregular as reasonable doubt exists that the bid does not represent the lowest cost to the Department.
7. The BRAT will document all meetings and discussions of each bid analysis. The bid analysis for each project will culminate with written recommendation, subject to the Standard Specifications as modified by the Special Provisions, of one of the following actions to the Chief, Administrative Services, and subsequent submittal to the Director's Office for action:
- a. Award the contract to the low bidder.
  - b. Reject the low bid and award the contract to the next responsive low bid that is not materially unbalanced.<sup>1</sup>
  - c. Reject all bids and re-advertise.<sup>1</sup>

---

<sup>1</sup> – Recommendation for rejection requires written explanation and justification. May also require FHWA approval.

- 8. If the awarded project has mathematically unbalanced items of concern, the BRAT will identify those items and notify the Resident Engineer identifying the unbalanced items.**

**Please contact the Chief Roadway Design Engineer at (775) 888-7490 or the Chief Construction Engineer at (775) 888-7460 if you have any questions.**

**cc: Division Administrator, FHWA  
Assistant Director – Operations  
Assistant Director - Engineering  
Assistant Construction Engineers  
File**

# **APPENDIX E**

STATE OF NEVADA DEPARTMENT OF TRANSPORTATION

August 8, 2012

TP 1-2-6

Approved



CONTRACTOR PREQUALIFICATION

1. PURPOSE

To establish procedures for qualifying contractors to bid on Department of Transportation contracts which have an estimated engineer's estimate of \$250,000 or more.

2. POLICY

Pursuant to NRS 408.333 the Department of Transportation prior to furnishing plans and specifications to any contractor proposing to bid on any duly advertised work will determine the contractor's financial ability and experience in performing work of a similar nature.

3. SCOPE

This TP is applicable to prime contractors who wish to bid for work involving construction or maintenance of the highways and facilities of the Department of Transportation. Contractors supplying materials only are excluded from this requirement.

4. RESPONSIBILITY

a. The Administrative Services Division is responsible for:

- (1) Initiation and revision of this TP.
- (2) Providing administrative support to accomplish the prequalification process.

b. The Accounting Division is responsible for providing accounting support to accomplish the prequalification process.

c. The District and Resident Engineers are responsible for completing the Confidential Past Performance Report.

5. DEFINITIONS

a. **Prequalification** The determinations that a contractor is qualified to bid on Department of Transportation advertised work, based on the contractor's financial status and ability to perform the work.

b. **Bidding Capacity** The dollar amount of contract work that the Department of Transportation considers a contractor to be capable of performing.

STATE OF NEVADA DEPARTMENT OF TRANSPORTATION

August 8, 2012

TP 1-2-6

6. BASIC REQUIREMENTS

- a. Contractors will be required to provide only that information needed for prequalification.
- b. The standard forms will provide for verification under oath of the answers to questions contained therein.
- c. A contractor shall be qualified for a specified dollar amount of bidding capacity, a specified type of work, and a specific period of time.
- d. A contractor whose bidding capacity is in excess of \$25,000,000 will be classified as having "unlimited" bidding capacity for prequalification purposes.
- e. Since equipment may be rented, leased, or borrowed from a variety of sources, the capability for performing contracts will not be based solely on ownership of required equipment or current full-use of owned equipment. The contractor will be required to list only the following in relation to equipment:
  - (1) General description and capacity
  - (2) Quantity
  - (3) Book Value

7. PROCEDURE

- a. The Administrative Services Officer will:
  - (1) Pursuant to NRS 408.333 develop a standard questionnaire and financial statement that a potential bidder may use to present the firm's experience and financial status.
  - (2) Make the standard prequalification form readily available to all prospective bidders.
  - (3) Ensure that prequalification statements and related financial information are not more than nine months old on the date of filing of the statements.
  - (4) Ensure that the duration of any qualification does not exceed one year plus the time to the end of that fiscal quarter. Extension of prequalification may be granted up to ninety days beyond the above limit.
  - (5) If notified that two or more contractors want to bid on a joint venture basis, provide the contractors with Form NDOT 070-037 "Statement of Joint Venture."

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- (6) Ensure that the Contractor's Statement of Experience and Financial Condition Form NDOT 070-005 is properly notarized.
- (7) Return the Contractor's Statement of Experience and Financial Condition Form NDOT 070-005 to the originator if it is incomplete or improperly prepared.
- (8) Maintain Evaluation Form NDOT 070-020 "Contractor Prequalification" contain the following information:
  - (a) NDOT past performance ratings for the current year and the last two years.
  - (b) Average past performance ratings for the last three years:

An average rating of 65% or less by the Resident Engineer and the District Engineer may disqualify a contractor from prequalification for bidding on future jobs as a prime contractor.

When the average past performance ratings are 65% or less, the prequalification application will be referred to the Director for review.
- (9) Compute the increase factor which will be based upon company experience, volume of business in the past five years, and average past performance rating for the last three years as follows:
  - (a) Company experience not to exceed four points.
    - 1.0 point - for each year's experience as a company in this field.
    - 0.5 point - for each year of related occupations.
    - 0.5 point - for each year of experience under another business name.
  - (b) Volume of business not to exceed three points.
    - 0.5 point - for each million dollars of business conducted in the past five years.
  - (c) Average of past three year performance rating not to exceed three points.

STATE OF NEVADA DEPARTMENT OF TRANSPORTATION

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For average rating between:	0 and 49	-7 points
	50 and 55	-6 points
	56 and 59	-5 points
	60 and 65	-4 points
	66 and 70	0 point
	71 and 80	1 point
	81 and 90	2 points
	91 and 100	3 points

The total number of points creditable to a contractor will be the increase factor.

- (10) Enter onto Form NDOT 070-020 NDOT bidding capacities for the company for the two years previous to the current year, if available.
- (11) Route Form NDOT 070-020 with current financial statements of the contractor to the Chief Accountant for completion of the form.
- (12) Advise prospective bidders in writing of prequalification or non-qualification as soon as possible. If time is of the essence, initial notification may be by telephone. The written notification of prequalification will include:
  - (a) The type of work the applicant is eligible to bid on.
  - (b) The dollar amount of the contractor's bidding capacity and that the contractor can bid up to the top of the contract cost range the bidding capacity falls within.
  - (c) The expiration date of prequalification.
- (13) Ensure the list of qualified bidders who purchased Plans, Specifications and Proposal forms for bidding purposes does not contain:
  - (a) A Contractor who is not prequalified.
  - (b) A Contractor whose bidding capacity is not within or above the contract cost range of the forthcoming contract.
- (14) Not accept a bid from a contractor whose bidding capacity is below the advertised contract cost range of the forthcoming contract.
- (15) Establish a revised bidding capacity for a contractor when there is a significant change because of new Performance Reports, new financial information, new Notice of Credit Accommodations, or other relevant material. Notify the contractor whose bidding capacity is changed and

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include the reasons for the changed bidding capacity and the new bidding capacity.

- (16) Maintain a file that includes up to five years of the following documentation for each contractor who applies for prequalification.
  - (a) Incoming correspondence and forms relative to prequalification.
  - (b) Outgoing correspondence and forms relative to prequalification.
  - (c) Completed Form NDOT 070-020, Contractor Prequalification.
- (17) Submit prequalification applications that are questionable to the Assistant Director, Administration, for prior approval.

b. The Chief Accountant will:

- (1) Summarize the contractor's financial information and compute the current bidding capacity by input into an electronic system using Form NDOT 070-020 and "Notice of Credit Accommodations" Form NDOT 070-033.

Proposed or actual lines of credit will only be accepted on "Notice of Credit Accommodations" Form NDOT 070-033.

- (2) Compute bidding capacity as follows:
  - (a) Current assets - current liabilities + letters of credit + other cash or other considerations as indicated on financial statement = prequalification base.
  - (b) Prequalification base X increase factor = contractor bidding capacity.
- (3) Compute the bidding capacity of a joint venture by adding the prequalified amounts of all prime contractors involved in the joint venture.
- (4) Return the completed Form NDOT 070-020 and associated material to the Administrative Services Officer for further processing.

c. The Resident Engineer of the job and the District Engineer of the District in which the job is done will:

- (1) Prepare the Confidential Past Performance Reports Forms 040-044 taking into consideration the following aspects of the contractor's performance:
  - (a) Completing work within contract period.

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- (b) Quality of work.
  - (c) Cooperation with the Department of Transportation, County and Municipal Officials and others.
  - (d) Relations with the public.
  - (e) Labor relations and minority compliance.
  - (f) Compliant with safety and other regulations.
  - (g) Availability of equipment.
- (2) Rate prime contractor. Subcontractors performing at least 1% or \$50,000.00 of the original contract amount of work on the contract will also be rated.
- (2) Mark "Privileged Information" or "Confidential" on the envelope and mail all Past Performance Reports directly to the Construction Engineer, Headquarters, Carson City. The Construction Engineer will forward the reports to Administrative Services for further processing.
- (3) Ensure that all Past Performance Reports are mailed to Headquarters no later than two weeks after the contract acceptance date.

END

# CONTRACTOR PREQUALIFICATION

For Type of Work

- General Engineering
- General Building
- Residential and Small Commercial
- Excavating and Grading
- Sewers, Drains and Pipes
- Paving of Streets, Driveways and Parking Lots
- Excavating, Grading, Trenching and Surfacing
- Other \_\_\_\_\_

- Fencing and Guardrail
- General Construction

Contractor's Name \_\_\_\_\_

Physical Address \_\_\_\_\_

P.O. Box \_\_\_\_\_

City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

Branch/Home Office Address \_\_\_\_\_

License Number(s) \_\_\_\_\_ License Type(s) \_\_\_\_\_

\$ \_\_\_\_\_

- License Expiration Business Type
- Limited Liability Company (LLC)
  - Corporation
  - Partnership
  - Individual
- Board Amount

Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Tax ID # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## Past Performance Ratings

Two Years Previous to Current Year

Rating Not Available

1. Date of Report .....
2. Contract Number .....
3. Prime, Sub. or Specialty .....
4. Assigned Rating per Contract ...


Computation for Current Year (Last 12 Months)

Rating Not Available

5. Contract Number .....
6. Prime, Sub. or Specialty .....
7. Resident Engineer .....
8. District Engineer .....
9. Assigned Rating (Line 7+8+2) ...


10. Average Rating for Past Five Years (Line 4+9+number of ratings) \_\_\_\_\_ Rating Unacceptable

11. U.S. Debarred List Checked (website) \_\_\_\_\_ State Disqual \_\_\_\_\_ WBE/DBE List Checked \_\_\_\_\_

## Computation of Increase Factor or Disqualification

12. a. 1.0 point for each year's experience as a company in this field ( \_\_\_\_\_ years)
- b. 0.5 point for each year's related occupations ( \_\_\_\_\_ years)
- c. 0.5 point for each year's experience under another name ( \_\_\_\_\_ years)
13. 0.5 point for each million dollars of In-State or Out-of-State Highway business in the immediate past five years (\$ \_\_\_\_\_)
14. Points based on Average Rating, Line 10: Rating 0 to 49 = -7; rating 50 to 55 = -6; rating 56 to 59 = -5; rating 60 to 65 = -4; rating 66 to 70 = 0; rating 71 to 80 = +1; rating 81 to 90 = +2; rating 91 to 100 = +3
15. INCREASE FACTOR (Total of Lines 12+13+14) *If result is 0 or less, multiply base (line 21) by .5. If result is greater than 0 but less than 1, multiply base (line 21) by .75.*

Increase Factor Points

\_\_\_\_\_ 4 Point Max.

\_\_\_\_\_ 3 Point Max.

\_\_\_\_\_ 3 Point Max.

## Bidding Capacity (To be computed by Accounting)

16. Date .....
17. Current Assets .....
18. Liabilities .....
19. Working Capital (Subtract 18 from 17) .....
20. Letters of Credit and Other Cash .....
21. Prequalification Base (19 plus 20) .....
22. Increase Factor (From 16) .....
23. BIDDING CAPACITY (Multiply 21 by 22) .....

Two Years Ago      Last Year      Current Year


Prequalification Date \_\_\_\_\_

# APPENDIX F



JIM GIBBONS  
Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
1263 S. Stewart Street  
Carson City, Nevada 89712

SUSAN MARTINOVICH, P.E., Director

In Reply Refer to:

January 15, 2009

Susan Klekar  
FHWA  
705 N. Plaza St., Ste. 220  
Carson City, NV 89701

Dear Ms. Klekar:

The Federal Highway Administration published the *Rule on Work Zone Safety and Mobility (Subpart J)* in the *Federal Register* 69 FR 54562 with an effective date of October 12, 2007. The Department of Transportation adopted these requirements as set forth in this rule by developing the *NDOT Work Zone Safety & Mobility Implementation Guide* on January 1, 2008. NDOT Policy 07-02 establishes the fundamental principals, roles, and procedures that are to be followed by each District and Division.

On December 5, 2007, the *Final Rule on Temporary Traffic Control Devices (Subpart K)* was published in the *Federal Register* 72 FR 68480. This rule supplements the FHWA's regulation that governs work zone safety and mobility in highway work zones to require specific procedures for the Payment of Traffic Control Features, Safe Entry & Exit of Work Vehicles, Quality of Traffic Control Devices, Other Traffic Control Measures and policies for the use of Positive Protection of Work Zones and Law Enforcement Officers. The Department understands the requirements of Subpart K and offers the following information that identifies the existing procedures in place that satisfy these requirements.

**Payment for Traffic Control Devices**

*Subpart K Requirement: Payment for work zone traffic control features and operations shall not be incidental to the contract or included in payment for other items of work not related to traffic control and safety.*

The Department's current contractual requirements for payment of traffic control features are based on the complexity of the project and are classified as either a Significant Project or Non-Significant Project.

Significant Projects require the development of both a Transportation Management Plan (TMP) and Temporary Traffic Control Plans (TTC). A part of the TTC is a detailed estimate identifying the description of, quantity and bid-item number for each individual

traffic control device identified in the TTC. If required, the use of Positive Protection and Law Enforcement Officers listing their individual pay items would also be part of this TTC. The Department reserves the right to make changes in quantities and alterations in the work, as necessary, to satisfactorily complete the project. The specifications governing these changes are addressed in section 104 and 625 of the *Departments Standard Specifications for Road and Bridge Construction (Specifications)*.

Non-Significant Projects are required to develop a TMP. Sometimes this TMP may only consist of a TTC. The TTC, if part of the contract document, follows the same Payment for Traffic Control Device structure as a Significant Project. However, the Non-Significant Project may require the TTC to be developed by the contractor. Under this method, the contractor is required to submit the TTC plans to NDOT for approval.

Although the types and quantities of traffic control devices are identified within the TTC, payment for the devices and design of the TTC is paid for as a lump-sum pay item. Additional payment is provided if the quantity or nature of the work changes due to circumstances beyond the control of the contractor and is addressed in section 104 and 109 of the *Specifications*. If required, the use of Positive Protection and Law Enforcement Officers would also be part of this TTC and have individual pay items. The relocation of traffic control devices is considered necessary and essential to the project and no additional compensation is allowed as specified in section 625 of the *Specifications*.

#### **Safe Entry & Exit of Work Vehicles**

*Subpart K Requirement: Establishment of procedures that address safe means for work vehicles and equipment to enter and exit traffic lanes and for the delivery of construction materials to the work space*

Traffic Control meetings with Road Design, Traffic Engineering, Construction, Specifications and the District representatives address traffic operations associated with the work zone. Procedures that are to be followed to ensure the project has addressed the safe entry and exit of work vehicles can be found in section 4.3 of the Department's *Work Zone Safety & Mobility Implementation Guide*. Through these multi-discipline meetings the requirements for safe access to the work area are developed based on the requirements of the project, the *Departments Standard Specifications for Road and Bridge Construction*, the *AASHTO Roadside Design Guide*, *ATSSA* and the *MUTCD*.

#### **Quality of Traffic Control Devices**

*Subpart K Requirement: Develop and implement quality guidelines to help maintain the quality and adequacy of the temporary traffic control devices for the duration of the project.*

The Department has adopted the current version of the *American Traffic Safety Services Associations Quality Standards for Work Zone Traffic Control Devices*. Adherence to this standard is addressed through the contractor's Traffic Control Supervisor who is

responsible for inspecting all traffic control devices four times a day. During construction, the Resident Engineer assigns an inspector to monitor and document traffic control activities to assure the contractor is meeting the traffic control quality standards required by the Department per Section 625 of the *Specifications* and section 6-624 of the Department's *Draft Construction Manual*.

### **Exposure Control & Other Traffic Control Measures**

*Subpart K Requirement: Measures should be considered where appropriate to avoid or minimize worker exposure to motorized traffic and exposure of road users to work activities, while also providing adequate consideration to the potential impacts on mobility.*

*Other traffic control measures should be given appropriate consideration for use in work zones to reduce work zone crashes and risks and consequences of motorized traffic intrusion into the work space.*

During the development of a Transportation Management Plan, the project's traffic control team discusses strategies that will minimize the motorists and workers' exposures to work zone activities with the intent to enhance work zone safety while minimizing impacts on mobility. The team's discussion focuses on a wide range of traffic control strategies such as:

- Types of traffic control devices
- Use of law enforcement
- Work zone lighting
- Public outreach
- Positive protection
- Work zone intrusion alarms
- Full or partial road closures
- Night time work
- Use of detours
- Speed reduction

From these meetings, the actual traffic control plans and/or project specifications are developed as outlined in the Department's *Work Zone Safety & Mobility Implementation Guide*.

Based on the above information, the Department is requesting FHWA's concurrence that the Department's existing policies and procedures satisfy the requirements of *Subpart K* pertaining to the following:

- Payment for Traffic Control Devices
- Safe Entry & Exit of Work Vehicles
- Quality of Traffic Control Devices
- Exposure Control
- Other Traffic Control Measures

The Department is currently working with your staff to develop a policy pertaining to Positive Protection of Work Zone and the Use of Law Enforcement for incorporation into the Department's *Work Zone Safety and Mobility Implementation Guide* that is anticipated to be completed by the end of February, 2009.

If you require any further information, please feel free to contact me at (775) 888-7524.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Moore", with a long horizontal flourish extending to the right.

Thomas Moore  
Assist. Chief Traffic Engineering

TM:ks

cc: Stephen Ratke, FHWA  
Frederick Drees, NDOT



705 North Plaza St. Suite 220  
Carson City, NV 89701

**RECEIVED**

April 6, 2009

APR 06 2009

Nevada Division

**DIRECTOR'S OFFICE**

In Reply Refer To:  
**HTE3-NV**

**Subject: Work Zone Safety & Mobility Implementation Guide Revision I**

Susan Martinovich, P.E.  
Director, Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712

Attention: Mr. Tom Moore

Dear Ms. Martinovich:

Your letters dated March 18, 2009 and January 15, 2009 updated the work zone guide for compliance with the Final Rule on Temporary Traffic Control Devices (Subpart K) as published in Federal Register 72 FR 68480.

The Division concurs that the updates to the guide bring the department into compliance with Subpart K by addressing the major points of the rule:

- Payment for traffic control devices
- Safe entry and exit of work vehicles
- Quality of traffic control devices
- Exposure control
- Other traffic control measures
- Use of positive protection devices in work zones
- Use of law enforcement in work zones

These updates will help the department to improve safety and reduce congestion in Nevada's work zones during this period of increased construction activity. In the spirit of improvement of Nevada work zones the Division office along with the FHWA Resource Center and Headquarters staff are available to assist in developing training on TMP preparation and evaluation of the department's work zone program.

We look forward to participation in the biennial review as required by Subpart J to be completed by October 12, 2009. The review is an essential tool in assessing the quality of Nevada work zones and the goals of improving safety and reducing congestion on Nevada's roads.

Sincerely yours,

Stephen Ratke  
Transportation Engineer

ROBERTS INTL  
**AMERICAN  
ECONOMY**

# **APPENDIX G**



STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION DIVISION

MEMORANDUM

February 25, 2013

**TO:** Chief, Administrative Services Division  
Resident Engineers  
Contract Compliance Section Manager  
Construction Division Administration Section Supervisor

**FROM:** Jeff Shapiro, P.E., Chief Construction Engineer

**SUBJECT:** Construction Division Policy Procedure Memo #2011-0XX  
Payment Disputes

This Policy Procedure is intended to provide guidance and consistency in addressing payment disputes between the prime contractor and any subcontractor or supplier on any NDOT construction contract. This Policy Procedure is effective immediately.

This policy procedure is based on the following regulations, laws and requirements:

- Title 46 Code of Federal Regulations (CFR) §26.29
  - Requires the state agency to establish contract clauses to require prime contractors to promptly pay subcontractors for satisfactory performance.
- Nevada Revised Statute (NRS) 408.383
  - Requires prime contractor to pay subcontractors and suppliers within 15 days after receipt of payment by NDOT.
  - Requires NDOT to "attempt" to resolve payment disputes between the prime contractor and subcontractor within 20 "working" days after notice of a payment dispute.
  - Requires the prime contractor deposit the disputed amount in an interest bearing escrow account if the dispute is not resolved within 20 "working" days after notice of dispute.

- **Standard Specifications as modified by the Special Provisions**
  - **Subsection 109.06 Standard Specifications**
    - Requires prime contractor holding retention on subcontractor payments to adhere to Title 46 CFR §26.29(b)(2)
  - **Subsection 109.06 Standard Specifications**
    - Requires contractor to pay each subcontractor 15 days after receipt of payment by NDOT.
    - Requires prime contractor holding retention on subcontractor payments to adhere to Title 46 CFR §26.29(b)(2).
    - Defines satisfactory completion of subcontractor work.

For the purposes of this policy procedure a payment dispute between the prime contractor and a subcontractor or supplier is defined as any dispute in payment regardless of the reason. This could include anything from a disagreement or misunderstanding in bid item quantities paid versus quantities believed owed up to prime contractor nonpayment for reasons completely unrelated to subcontractor / supplier performance or quality of work. Any payment dispute regardless of the amount is considered to be serious and is to be addressed with a sense of urgency given the requirements in the CFR, NRS and contract specifications.

In most cases, an allegation of nonpayment will be made directly to the Resident Engineer by the subcontractor or supplier believing monies are owed by the prime contractor. But that is not always the case. Allegations can take other paths including:

- Inquiries directly to the Construction Crew's Office Manager on bid items paid to date and concerns expressed that not all quantities paid by NDOT have been paid by the prime contractor.
- Phone inquiries or public records request to the Administrative Services Division on filing against a prime contractor's payment bond.
- Inquiries to the Construction Division's Administration Section on bid items paid to date and concerns expressed that not all quantities paid by NDOT have been paid by the prime contractor.
- Inquires to the Contract Compliance Section on filing against a prime contractor's payment bond.

There are reasons for this. The person making the inquiry may not be directly involved with the project and may not fully understand how NDOT is organized or the roles and responsibilities of the various NDOT personal involved in the project. They also may not understand the contractual relationships between NDOT and its contractors. They may be simply contacting staff they have dealt with in the past on other issues unrelated to the alleged dispute.

If the Construction Crew's Office Manager receives the allegation they will report it to the Resident Engineer. If staff from the Administrative Services Division, the Contract Compliance Section, or Construction Division's Administration Section receives an allegation they are to report it to the Chief Construction Engineer who will then forward the allegation to the Resident Engineer. The Chief Construction Engineer should also be copied on any correspondence or emails related to the allegation.

Once the Resident Engineer receives an allegation of a payment dispute the following actions are to be taken:

1. Discuss the allegation directly with the subcontractor / supplier. Initial contact should be verbal and confidential.
  - Ask the subcontractor / supplier for copies of correspondence sent to the prime contractor requesting payment of the disputed amount. If the subcontractor / supplier have not requested payment in writing request that the subcontractor / supplier do so and ask to be copied on the letter.
  - Document the allegation discussion with the subcontractor or supplier in the Resident Engineer's Daily Diary. Discretion should be used in the details written in the diary. State facts only.
2. Once a copy of the subcontractor's / supplier's request for payment has been received the 20 working day limitation in the NRS is considered to have started. Contact the prime contractor within 5 working days to discuss the allegation. Initial contact should be verbal and confidential. Focus on the contract requirements in the Standard Specifications. Be sure to inform the prime contractor of the time limitations in the NRS.
  - Document allegation discussion with the prime contractor in the Resident Engineer's Daily Diary. Discretion should be used in the details written in the diary. State facts only.
  - Follow up with a letter within 1 Working Day to confirm the conversation. Include the following in the letter:
    - i. Contract Requirements on payment to subcontractors/ suppliers in Section 109 of Standard Specifications.
    - ii. Details on quantities of bid items paid to date.

- iii. Request that written confirmation be provided that the payment dispute has been resolved and provide a due date. Confirmation is to be received within 20 working days from the date that the subcontractor's / supplier's copy of the written request for payment was received. Prime contractor confirmation should also include written confirmation from the subcontractor / supplier that the matter is resolved.
  - iv. Copy of the most recent Contractor Payments – Final Balance Report (Report #CM02).
  - v. Copies of the subcontractor's / supplier's written request for payment.
  - vi. Copy of NRS 408.383 for informational purposes only.
- Provide copies of the follow up letter with attachments to, at a minimum, the District Engineer, Chief Construction Engineer and the Contract Compliance Section Manager.
3. If confirmation is received that the dispute is resolved provide copies to, at a minimum, the District Engineer, Chief Construction Engineer and the Contract Compliance Section Manager.
4. If confirmation that the dispute has been resolved is not received at the end of the 20 working day time period contact the prime contractor to offer to facilitate a meeting between the prime contractor and subcontractor / supplier at a NDOT location. Do not attempt to mediate resolution of the dispute.
  - Document that the offer to facilitate a meeting was discussed with the prime contractor in the Resident Engineer's Daily Diary.
  - Follow up with a letter within 1 Working Day to confirm the conversation. The letter should include the following:
    - i. Copy of the previous letter sent on the matter.
    - ii. Notification that failure to resolve the dispute or meet to discuss the matter may be a breach of contract and may be in violation the NRS.
    - iii. Request that written confirmation be provided in 5 Working days that the payment dispute has been resolved or that the disputed amount has been placed in an escrow account.
  - Provide copies of the follow up letter with attachments to, at a minimum, the District Engineer, Chief Construction Engineer and the Contract Compliance Section Manager.
5. If a meeting is held, attempt to facilitate a conversation between the prime contractor and subcontractor / supplier. Do not attempt to mediate a resolution or interpret the NRS or the terms of any subcontracts. Do answer questions on the Contract requirements, NDOT policies and procedures, and bid quantities paid to date. Contact the Chief Construction Engineer if further guidance is needed.

# **APPENDIX H**

**SECTION 109**

expense on the part of the bidder and subsequent loss of expected reimbursement or from any other cause.

**109.04 Adjustments in the Contract Price:**

Adjustments in the contract price may be made only by Supplemental Agreement. The contract price adjustments set forth in a Supplemental Agreement must be determined in accordance with this subsection. Efforts to establish the calculation of the contract price adjustments must be accomplished in the order set forth in this subsection.

**(A) Letter Agreement for Alterations of \$5,000 or Less:**

When the Department makes alterations in the details of construction or specifications that are limited in scope to the extent that the cost of the alterations will not exceed \$5,000.00 the Engineer and the contractor may reach agreement upon the scope of work and a lump sum amount to cover the cost of the work to be performed. The agreement shall be reflected in a letter from the Engineer to the contractor, which, when executed by both parties, shall have the same force and effect as a supplemental agreement. Work shall not proceed until both parties have signed the agreement. This work will be paid for under ITEM 8240101 - Miscellaneous Work, at the lump sum amount agreed upon, which item will not be a part of the Bidding Schedule, but will be established by the Engineer through the initial letter agreement.

**(B) Unit Prices:**

Should paragraph (A) not apply, an attempt must be made, before proceeding to any other pricing method, to price the work described in the Supplemental Agreement in accordance with the unit price provided for each bid item.

**(C) Detailed Estimate:**

If agreement cannot be reached by the Engineer and contractor to price the Supplemental Agreement in accordance with the unit price provided for bid items, then the contractor must provide a detailed estimate of its proposed unit prices or lump sum amount to perform the work described in the Supplemental Agreement. This detailed estimate must include the following:

- (1) Estimate of labor effort by trade in manhours for each task.
- (2) Estimate of base labor and burdened labor rate.
- (3) Estimate of equipment cost including time requirements and rate.
- (4) Estimated cost of materials.

- (5) Estimated cost to be expended by subcontractors, prepared to the same level of detail as required in Items (1) through (4) above.
- (6) Any other costs to which the contractor feels it is entitled. Each such cost shall be presented in detail similar to Items (1) through (5) above.
- (7) Mark-up percentage, if used, for overhead, profit, or bond. The maximum allowable markup for the prime contractor shall be 15 percent for work performed by the prime contractor and 5 percent for work performed by subcontractors. The maximum allowable markup for the subcontractor is 15 percent, but in no event will the cumulative amount paid to the prime contractor and subcontractors for overhead, profit or other markups for any work exceed 20 percent of the estimate set forth in (1) through (4) above.

The contract price adjustment shall be based on the actual cost to the contractor as determined in (C)(1) through (7) above, rather than on a force account basis, whenever possible.

The contractor will be allowed ten calendar days to prepare such a cost estimate. Direction to proceed with the work described in the Supplemental Agreement will not be provided to the contractor by the Engineer until a detailed estimate is provided. The contractor will not be entitled to an adjustment in the contract price or time for the time required to prepare and submit a detailed cost estimate.

Upon receipt of the contractor's estimate, the Engineer will immediately schedule negotiations. Should such negotiations be conducted and a contract price adjustment not be agreed upon, the Engineer will consider the performance of the work on a force account basis, although the Engineer may at any time direct the contractor to proceed with the work on a force account basis.

#### (D) Force Account

If directed by the Engineer, work required by Supplemental Agreement may be performed on a force account basis. Such work will be compensated in the following manner:

##### (1) Labor:

For all labor, including foreman in direct charge of specific operations, excluding general superintendence, the contractor will be paid:



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

## MEMORANDUM

July 31, 2013

**To:** Department of Transportation Board of Directors,  
Construction Working Group

**From:** Richard Nelson, Assistant Director Operations

**Subject:** August 12, 2013 Construction Working Group Meeting

**Item #5:** Bi-weekly v. Monthly Payments to Contractors Update  
Informational Item Only

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### **Summary:**

In August of 2012, Felicia Denney, Chief NDOT Financial Management, presented to the Construction Working Group the benefits, from a financial perspective, of paying contractors once the last day of the month versus the current bi-weekly practice. The Construction Working Group requested the Department look in depth at the feasibility of monthly contractor payments. In addition, the group has been tasked with determining the feasibility of basing payments on an invoice submitted by the contractor. A working group has been established and is researching this, currently focusing on NDOT internal processes. A final report identifying pros, cons and providing recommendations will be presented at the November 2013 Construction Working Group.

### **Background:**

#### **Contractors:**

- NRS 408.383(1) and NDOT's Standard Specifications allows monthly payments, there is not language in either document referencing bimonthly payments.
- NRS 338.510 states contractor shall submit a monthly bill or more frequent if allowed by the contract.
- NRS 338.515 (1) states the public body must pay within 30 days of receipt of progress bill.
- 48 CFR 52.232-27 states the contracting office has 14 days to make payment after receipt of progress payment request.
- 48 CFR 52.232-27 allows the option to make payment based on an invoice submitted by the contractor.

#### **Subcontractors:**

- NRS 408.383(9) states subcontractors are to be paid within 15 days after receipt of the money the prime contractor receives from the state.
- NRS 338.550 states contractor must pay subcontractors and suppliers within 10 days of receipt of payment.
- 48 CFR 52.232-27 Contractor has 7 day to pay subcontractors upon receipt of payment.

**General Info:**

- NDOT does not have any Transportation Policies addressing contractor payment timelines.
- Internal Divisions (Accounting, Financial Management, Information Services, Construction Division, Contract Compliance and Districts) within NDOT have not identified any significant risks or impacts associated with monthly payments.
- A survey was sent out to all state DOT's to identify their timelines for contractor payments with the following results:
  - 37 states responded including adjoining states (Arizona and California)
  - 57% of states pay more frequently than monthly (biweekly, bimonthly, weekly, or as requested)
  - 43% of states pay monthly
  - 97% of states prepare the payment without contractor invoice
  - 3% of states require the contractor to submit an invoice

**Next Steps:**

- External stakeholder outreach to the contractors, subcontractors, FHWA, Controller's Office, Association of General Contractor's and any other stakeholders identified in the process will be initiated in September. A standard questionnaire will be generated to draw the pertinent information from the defined stakeholders. The team will be making personal contact with these stakeholders to gather the information.
- Research on frequency of other Nevada agencies payment policy to contractors will be performed.
- A final report with recommendations will be generated and ready for presentation to the Construction Working Group for the November 2013 meeting.

**Attachments:**

- A. State DOT Survey
- B. Bi-weekly vs. Monthly Payments Report (CWG 8/2012)
- C. NRS's
- D. CFR's

# State Transportation Department Contractor Pay

**1. How often does your State Transportation Department process pay estimates to its contractors?**

	Response Percent	Response Count
Monthly 	43.2%	16
Biweekly 	29.7%	11
Other (Please Explain) 	27.0%	10
Other (please specify)		17
<b>answered question</b>		<b>37</b>
<b>skipped question</b>		<b>0</b>

**2. Does your State Transportation Department require that its contractors submit invoices prior to processing a pay estimate?**

	Response Percent	Response Count
Yes. Contractors must submit an invoice prior to processing payment. 	2.7%	1
No. State construction staff prepares the pay estimate based on project records without invoice from the contractor. 	97.3%	36
Other (Please explain)	0.0%	0
Other (please specify)		4
<b>answered question</b>		<b>37</b>
<b>skipped question</b>		<b>0</b>

### 3. What State do you represent?

	Response Percent	Response Count
State: 	100.0%	37
<b>answered question</b>		<b>37</b>
<b>skipped question</b>		<b>0</b>

**Q1. How often does your State Transportation Department process pay estimates to its contractors?**

1	Normally bi-weekly except for HMA items which are paid weekly to auto-calculate the asphalt escalator	Jul 20, 2013 9:56 AM
2	We tell our P.M.'s that if there is a significant amount due they can do an estimate weekly. We do not define significant because it depends on the amount of the contract. With Sigh Manager it is pretty easy to generate an estimate.	Jul 18, 2013 2:10 PM
3	bimonthly	Jul 17, 2013 5:39 AM
4	Biweekly on major project or we try to accomodate requests.	Jul 16, 2013 6:50 AM
5	Our specifications require a payment every 30 days. For most contracts we pay every 2 weeks. For very large contracts, we pay weekly.	Jul 15, 2013 10:53 AM
6	We do have the ability to issue a supplemental pay estimate when one is needed/justified.	Jul 12, 2013 1:17 PM
7	Monthly or twice a month, contractor's choice	Jul 12, 2013 1:16 PM
8	we pay monthly as long as they've earned at least \$1,000 except if they earn \$25,000 by the 15th, then we will make a mid-month payment as well. so, if they are earning significant amounts we are making payments semi-monthly.	Jul 12, 2013 1:00 PM
9	Iowa Specification : For work extending over a period of more than one month, the Contractor will receive monthly progress estimate payments based on the amount of work completed. For Primary and Secondary projects in which the Contracting Authority is the Department or a county Board of Supervisors, these progress payments will be bi-weekly if requested by the Contractor. For late payment, the Contracting Authority will pay a penalty of 1.0% per month (or part of a month), or a minimum of \$250, whichever is the greater amount, on any work completed but not processed for payment within 14 calendar days after completion of the work. Completion of the work includes physical completion of the work and submittal of all paperwork required by the contract. Several of our offices will process some larger project payments weekly.	Jul 12, 2013 12:27 PM
10	See 109.08 Partial Payments @ <a href="http://www.virginiadot.org/business/resources/const/2007SpecBook.pdf">http://www.virginiadot.org/business/resources/const/2007SpecBook.pdf</a>	Jul 12, 2013 11:48 AM
11	Contractors can choose the 1st, 10th, or 20 for the payment due date	Jul 12, 2013 11:42 AM
12	Our specifications require payment once a month. We can and do pay more frequently (biweekly) on many projects.	Jul 12, 2013 11:11 AM
13	Weekly pay estimates may be processed under certain conditions (ex: large dollar amounts)	Jul 12, 2013 11:06 AM
14	See our 2012 spec book (online) (Idaho) Section 109.05 first paragraph. We pay at least once a month but the contractor has the option to request twice a month payments.	Jul 12, 2013 10:57 AM
15	we will do bi-weekly if the payment estimate exceeds 50,000 dollars.	Jul 12, 2013 10:51 AM
16	109.6.2 Frequency (1) The department will make 2 progress payments each	Jul 12, 2013 10:50 AM

**Q1. How often does your State Transportation Department process pay estimates to its contractors?**

month, as feasible, if the contractor is due a payment of \$1000 or more. The department may reduce this minimum payment due for contracts of \$25,000 or less.

17 Monthly with available bi-monthly payments on request. Jul 12, 2013 10:47 AM

**Q2. Does your State Transportation Department require that its contractors submit invoices prior to processing a pay estimate?**

1 On some large design-build projects, an invoice is required. Jul 12, 2013 1:17 PM

2 Generally the answer is no. The State staff prepares the pay estimates. We do have a Developmental Specification that involves the contractor invoicing us for the work and the state construction inspection staff to provide assurance to the accuracy of the invoicing. Jul 12, 2013 12:27 PM

3 Lump Sum projects do require a contractor's certified estimate to be submitted for payment. Jul 12, 2013 11:04 AM

4 contractor must have submitted certified payrolls, however. Jul 12, 2013 10:51 AM

**Q3. What State do you represent?**

	1	
State:	NH	Jul 29, 2013 12:07 PM
	2	
State:	ME	Jul 20, 2013 9:56 AM
	3	
State:	MT	Jul 19, 2013 8:57 AM
	4	
State:	NE	Jul 18, 2013 2:10 PM
	5	
State:	NC	Jul 18, 2013 12:49 PM
	6	
State:	WV	Jul 17, 2013 5:39 AM
	7	
State:	MN	Jul 16, 2013 6:50 AM
	8	
State:	IL	Jul 15, 2013 10:53 AM
	9	
State:	AL	Jul 15, 2013 7:06 AM
	10	
State:	CT	Jul 15, 2013 6:11 AM
	11	
State:	KY	Jul 15, 2013 5:45 AM
	12	
State:	AZ	Jul 12, 2013 5:00 PM
	13	
State:	WA	Jul 12, 2013 1:17 PM
	14	
State:	KS	Jul 12, 2013 1:16 PM

**Q3. What State do you represent?**

		15	
State:	OK		Jul 12, 2013 1:00 PM
		16	
State:	IA		Jul 12, 2013 12:27 PM
		17	
State:	MA		Jul 12, 2013 11:56 AM
		18	
State:	MO		Jul 12, 2013 11:56 AM
		19	
State:	VA		Jul 12, 2013 11:48 AM
		20	
State:	WY		Jul 12, 2013 11:42 AM
		21	
State:	CA		Jul 12, 2013 11:13 AM
		22	
State:	ND		Jul 12, 2013 11:11 AM
		23	
State:	MI		Jul 12, 2013 11:06 AM
		24	
State:	SD		Jul 12, 2013 11:05 AM
		25	
State:	FL		Jul 12, 2013 11:04 AM
		26	
State:	AR		Jul 12, 2013 11:03 AM
		27	
State:	ID		Jul 12, 2013 10:57 AM
		28	
State:	VT		Jul 12, 2013 10:54 AM

**Q3. What State do you represent?**

	29	
State:	NJ	Jul 12, 2013 10:52 AM
	30	
State:	NY	Jul 12, 2013 10:51 AM
	31	
State:	WI	Jul 12, 2013 10:50 AM
	32	
State:	OR	Jul 12, 2013 10:49 AM
	33	
State:	DC	Jul 12, 2013 10:49 AM
	34	
State:	DE	Jul 12, 2013 10:48 AM
	35	
State:	AK	Jul 12, 2013 10:47 AM
	36	
State:	CO	Jul 12, 2013 10:46 AM
	37	
State:	NV	Jul 12, 2013 7:41 AM



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

## MEMORANDUM

August 17, 2012

**TO:** Department of Transportation Board of Directors,  
 Construction Working Group

**FROM:** Richard Nelson, Assistant Director Operations

**SUBJECT:** August 24, 2012 Construction Working Group Meeting

**Item #5:** Bi-weekly v. Monthly Payments to Contractors – Informational Item Only.

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### Summary:

The Department's Financial Management Division analyzed fiscal year 2012 contractor payment, federal reimbursement, and Highway Fund week-end cash balance information to project the impact of paying contractors once on the last day of the month versus the current bi-weekly practice.

### Background:

- Per NRS 408.383(1) the Director may pay contractors at the end of each calendar month or as soon as practicable for work that has been satisfactorily performed.
- Currently, contractors performing highway improvement or construction work are paid for satisfactory progress every two weeks, resulting in twenty-six contractor payments annually (two months of the year having three payments).
- Reimbursement of the federal share of these projects is received by the department approximately four days after payment to contractors.
- The Department of Motor Vehicles (DMV) deposits an average of \$35 million per month into the Highway Fund, of which \$7 million is deposited into the Highway Fund in the first half of the month and \$28 million is deposited in the second half of the month. These distributions include driver's license, vehicle registration, and motor carrier fees, special fuel and gas taxes, with special fuel and gas taxes, the bulk of the deposit at \$22 million, included only in the second distribution of the month.

### Analysis:

- Impact on cash flow:  
 Paying contractors at month end typically lessens the impact on cash flow each month as all DMV deposits have been received prior to contractor payments being made.
- Reduced fluctuation in cash flow:  
 Paying contractors in twelve monthly installments smoothes the fluctuations in total dollars paid per month by reducing the dollar amount paid in months that include three contractor payments and increasing payments in the adjacent months.

- *Week-end cash balance:*  
Study results indicated that monthly contractor payments would result in week-end Highway Fund cash balances averaging \$17 million higher each month. The largest increase in cash balance over the period studied was \$53 million.
- *Minimum cash balance:*  
Monthly contractor payments resulted in a minimum Highway Fund cash balance that was \$12 million higher on average, with the maximum difference over the period studied of \$36 million higher, and the minimum difference in the cash balance being \$10 million lower.
- *Transition period:*  
The analysis also showed that in the first month of the transition the cash balance would be reduced due to the fact that federal aid would be delayed until the following month.  
If a change in payment timing is pursued, the winter months would likely be the easiest time to transition as contractor payments are lower at this time of year and the Highway Fund balance tends to be at its highest point in the fiscal year.

**List of Attachments:**

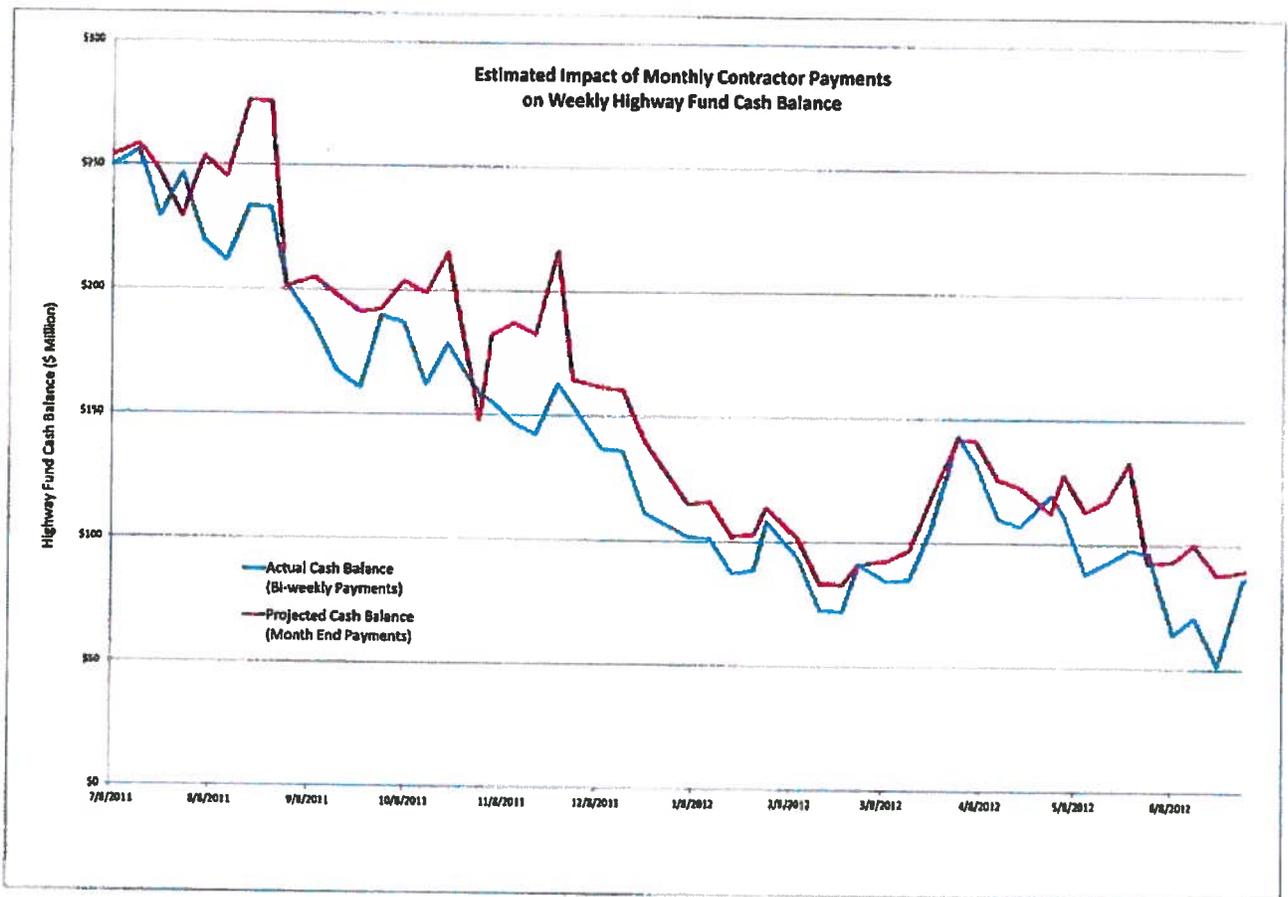
- A. Graph: Estimated Impact of Monthly Contractor Payments on Weekly Highway Fund Cash Balance
- B. Graph: Estimated Impact of Monthly Contractor Payments on Highway Fund Minimum Cash Balance
- C. NRS 408.282

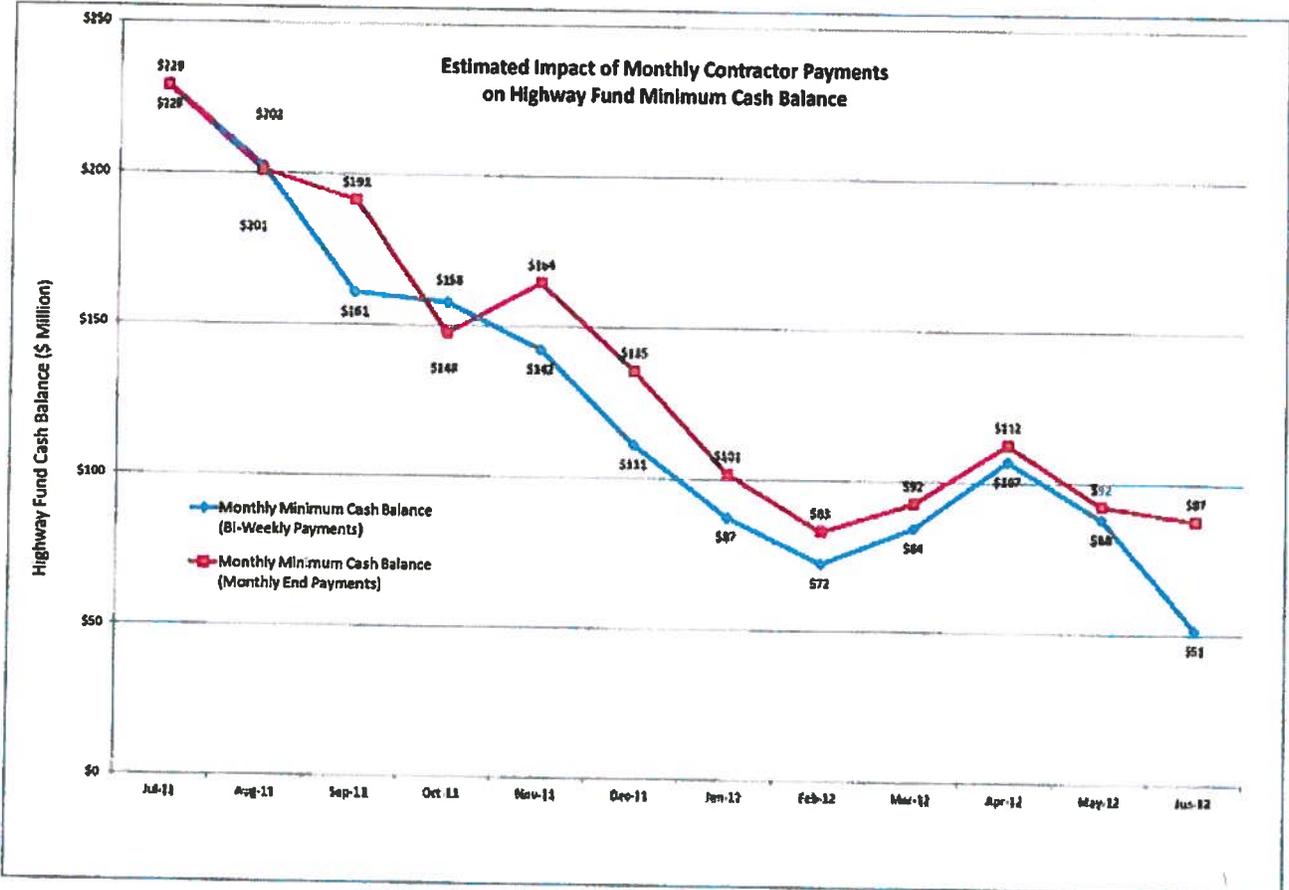
**Recommendation for Board Action:**

Informational Item Only

**Prepared by:**

Felicia Denney, Chief NDOT Financial Management





**NRS 408.383 Contractor: Partial payments; percentage retained; substitution of certain obligations for retained payments; period for dispersal of money by contractor to subcontractors; rate of interest on delinquent dispersal; procedure for resolution of dispute over dispersal.**

1. Except as otherwise provided in subsections 2, 11 and 12, the Director may pay at the end of each calendar month, or as soon thereafter as practicable, to any contractor satisfactorily performing any highway improvement or construction as the work progresses in full for the work as completed but not more than 95 percent of the entire contract price. The progress estimates must be based upon materials in place, or on the job site, or at a location approved by the Director, and invoiced, and labor expended thereon. The remaining 5 percent, but not more than \$50,000, must be retained until the entire contract is completed satisfactorily and accepted by the Director.
2. If the work in progress is being performed on a satisfactory basis, the Director may reduce the percentage retained if the Director finds that sufficient reasons exist for additional payment and has obtained written approval from every surety furnishing bonds for the work. Any remaining money must be retained until the entire contract is completed satisfactorily and accepted by the Director.
3. If it becomes necessary for the Department to take over the completion of any highway contract or contracts, all of the amounts owing the contractor, including the withheld percentage, must first be applied toward the cost of completion of the contract or contracts. Any balance remaining in the retained percentage after completion by the Department is payable to the contractor or the contractor's creditors.
4. Such retained percentage as may be due any contractor is due and payable at the expiration of the 30-day period as provided in NRS 408.363 for filing of creditors' claims, and this retained percentage is due and payable to the contractor at that time without regard to creditors' claims filed with the Department.
5. The contractor under any contract made or awarded by the Department, including any contract for the construction, improvement, maintenance or repair of any road or highway or the appurtenances thereto, may, from time to time, withdraw the whole or any portion of the sums otherwise due to the contractor under the contract which are retained by the Department, pursuant to the terms of the contract, if the contractor deposits with the Director:
  - (a) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness or United States treasury bills;
  - (b) Bonds or notes of the State of Nevada; or
  - (c) General obligation bonds of any political subdivision of the State of Nevada.
- Certificates of deposit must be of a market value not exceeding par, at the time of deposit, but at least equal in value to the amount so withdrawn from payments retained under the contract.
6. The Director has the power to enter into a contract or agreement with any national bank, state bank, credit union, trust company or safe deposit company located in the State of Nevada, designated by the contractor after notice to the owner and surety, to provide for the custodial care and servicing of any obligations deposited with the Director pursuant to this section. Such services include the safekeeping of the obligations and the rendering of all services required to effectuate the purposes of this section.
7. The Director or any national bank, state bank, credit union, trust company or safe deposit company located in the State of Nevada, designated by the contractor to serve as custodian for the obligations pursuant to subsection 6, shall collect all interest or income when due on the obligations so deposited and shall pay them, when and as collected, to the contractor who deposited the obligation. If the deposit is in the form of coupon bonds, the Director shall deliver each coupon as it matures to the contractor.
8. Any amount deducted by the State of Nevada, or pursuant to the terms of a contract, from the retained payments otherwise due to the contractor thereunder, must be deducted first from that portion of the retained payments for which no obligation has been substituted, then from the proceeds of any deposited obligation. In the latter case, the contractor is entitled to receive the interest, coupons or income only from those obligations which remain on deposit after that amount has been deducted.
9. A contractor shall disburse money paid to the contractor pursuant to this section, including any interest that the contractor receives, to his or her subcontractors and suppliers within 15 days after receipt of the money in the proportion that the value of the work performed by each subcontractor or the materials furnished by each supplier bears to the total amount of the contract between the principal contractor and the Department.
10. Money payable to a subcontractor or supplier accrues interest at a rate equal to the lowest daily prime rate at the three largest banks in the United States on the date the subcontract or order for supplies was executed plus 2 percent, from 15 days after the money was received by the principal contractor until the date of payment.
11. If a contractor withholds more than 10 percent of a payment required by subsection 9, the subcontractor or supplier may inform the Director in writing of the amount due. The Director shall attempt to resolve the dispute between the contractor and the subcontractor or supplier within 20 working days after the date that the Director

receives notice of the amount due. If the dispute is not resolved within 20 working days after the date that the Director receives notice of the amount due, the contractor shall deposit the disputed amount in an escrow account that bears interest. The contractor, subcontractor or supplier may pursue any legal or equitable remedy to resolve the dispute over the amount due. The Director may not be made a party to any legal or equitable action brought by the contractor, subcontractor or supplier.

12. If the Director awards to a railroad company a contract for a project for the construction, reconstruction, improvement or maintenance of a highway and the project is located on property that is owned by or under the control of the railroad company, the Director may agree in the contract not to retain any portion of the contract price.

(Added to NRS by 1957, 686; A 1960, 75; 1963, 976; 1967, 348; 1969, 890; 1971, 864; 1975, 717; 1979, 1774; 1981, 265; 1999, 260, 1492; 2001, 637)

**NRS 338.510 Submittal of progress bills.** A contractor shall submit a progress bill to the public body monthly or more frequently if the provisions of the contract so provide.  
(Added to NRS by 1999, 1984)

**NRS 338.515 Time for making payments; amounts paid; amounts withheld as retainage; rate of interest paid on amounts withheld; powers of Labor Commissioner when worker is owed wages. [Effective through June 30, 2015.]**

1. Except as otherwise provided in NRS 338.525, a public body and its officers or agents awarding a contract for a public work shall pay or cause to be paid to a contractor the progress payments due under the contract within 30 days after the date the public body receives the progress bill or within a shorter period if the provisions of the contract so provide. Not more than 95 percent of the amount of any progress payment may be paid until 50 percent of the work required by the contract has been performed.

**NRS 338.550 Time for making payments; amounts paid.** Except as otherwise provided in NRS 338.555, 338.560 and 338.565:

1. Each contractor shall disburse money paid to the contractor pursuant to this chapter, including any interest which the contractor receives, to his or her subcontractors and suppliers within 10 days after the contractor receives the money, in direct proportion to the subcontractors' and suppliers' basis in the progress bill or retainage bill and any accrued interest thereon.

2. A contractor shall make payments to his or her subcontractor or supplier in an amount equal to that subcontractor's or supplier's basis in the payments paid by the public body to the contractor for the supplies, material and equipment identified in the contract between the contractor and the public body, or between the subcontractor or supplier and the contractor, within 10 days after the contractor has received a progress payment or retainage payment from the public body for those supplies, materials and equipment.  
(Added to NRS by 1987, 559; A 1999, 1993)

**NRS 408.383 Contractor: Partial payments; percentage retained; substitution of certain obligations for retained payments; period for dispersal of money by contractor to subcontractors; rate of interest on delinquent dispersal; procedure for resolution of dispute over dispersal.**

1. Except as otherwise provided in subsections 2, 11 and 12, the Director may pay at the end of each calendar month, or as soon thereafter as practicable, to any contractor satisfactorily performing any highway improvement or construction as the work progresses in full for the work as completed but not more than 95 percent of the entire contract price. The progress estimates must be based upon materials in place, or on the job site, or at a location approved by the Director, and invoiced, and labor expended thereon. The remaining 5 percent, but not more than \$50,000, must be retained until the entire contract is completed satisfactorily and accepted by the Director.

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### 48 CFR 52.232-27 - Prompt payment for construction contracts.

There are 10 Updates appearing in the Federal Register for 48 CFR 52. Select the tab below to view, or [View eCFR \(GPOAccess\)](#)

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52.232-27

Prompt payment for construction contracts.

As prescribed in 32.908(b), insert the following clause:

#### Prompt Payment for Construction Contracts (OCT 2008)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

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(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) **Contractor's invoice.** The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) **Interest penalty.** The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) if there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

- (1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.
- (2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause—
  - (i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
  - (ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.
- (3) Subcontractor clause flowdown. A clause requiring each subcontractor to
  - (i) include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and
  - (ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- (d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that—
  - (1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;
  - (2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and
  - (3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if—
    - (i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and
    - (ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.
- (e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall—
  - (1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;
  - (2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;
  - (3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;
  - (4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and—
    - (i) Make such payment within—

- (A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i) of this clause; or
- (B) Seven days after the Contractor recovers such funds from the Government; or
- (ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;
- (5) Notice to Contracting Officer. Notify the Contracting Officer upon—
  - (i) Reduction of the amount of any subsequent certified application for payment; or
  - (ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying—
    - (A) The amounts withheld under paragraph (e)(1) of this clause; and
    - (B) The dates that such withholding began and ended; and
- (6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until—
  - (i) The day the identified subcontractor performance deficiency is corrected; or
  - (ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.
- (f) Third-party deficiency reports—(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with the Miller Act (40 U.S.C. 3133), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause—
  - (i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and
  - (ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.
- (2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall—
  - (i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or
  - (ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.
- (g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying—
  - (1) The amount to be withheld;
  - (2) The specific causes for the withholding under the terms of the subcontract; and
  - (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.
- (h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this

clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

[66 FR 65361, Dec. 18, 2001, as amended at 68 FR 56684, Oct. 1, 2003; 70 FR 57455, Sept. 30, 2005; 73 FR 54007, Sept. 17, 2008]

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## Construction Working Group Task List

Start Date	Due Date	Subject	<input checked="" type="checkbox"/>
Mon 5/13/...	Mon 11/11/...	FHWA DBE Process Review During the May CWG meeting Yvonne mentioned the FHWA conducted a process review of the DBE Good Faith Effort. CWG would like to review the Process Review once it is finalized. <end>	<input type="checkbox"/>
Mon 5/13/...	Mon 8/12/2...	Distribute RE Survey results The CWG is interested in reviewing the survey results from the RE's that were collected. 2013-07-11: The survey is included in the RE meeting final report 2013-06-28: Tracy LT. responded to an email saying these would be ready for the August CWG	<input type="checkbox"/>
Mon 5/13/...	Mon 12/30/...	Monthly Contractor Pay 2013-06-20: Mentioned this effort at the NDOT/CI Liaison Meeting and desire for contractor involvement. 2013-06-27: Meeting with Jeff S. to discuss team leadership, action plan and schedule.	<input type="checkbox"/>
Mon 5/13/...	Mon 8/12/2...	Response to question on consultant audits Bill Hoffman was asked to report on audits of consultants. 2013-06-29: Bill H. forwarded the email to Rick N. This email will be included in the old business portion of the August 2-13 CWG meeting.	<input type="checkbox"/>
Mon 5/13/...	Mon 8/12/2...	Report on contract overpayments CWG requested a report on the disposition of contract overpayments that were discussed during the May meeting. Was the money returned and how. Jeff Shapiro is working on this. <end>	<input type="checkbox"/>
Mon 5/13/...	Mon 5/13/2...	Distribute Civil Rights PPT 2013-13-05: Claudia emailed the Civil Rights PPT to the CWG members <end>	<input checked="" type="checkbox"/>
Mon 3/11/...	Mon 8/12/2...	Distribute minutes of the RE Meeting CWG Requested a copy of the RE Meeting Final Report 2013-07-11: The Final Report and appendices were emailed to me from Sharon F. this morning. The files are quite heavy. <end>	<input type="checkbox"/>
Mon 3/11/...	Mon 8/12/2...	Distribute the FHWA Program Review on Project Closeout and Inactive Funds ... Paul Schneider, FHWA, made a presentation during public comment of the March 11 meeting about a Program Review of FHWA on their Project Closeout and Inactive Funds Management. Paul will provide a copy for distribution when it is made public. The CWG wou...	<input type="checkbox"/>
Mon 12/10...	Mon 8/12/2...	Question to Dennis G. re: residency requirements There was a RFP for a county project (Lander County Courthouse) that required the Architectural firm have a staffed office in Nevada and owned by a Nevada resident. Can we require this? 2013-06: Reminded Dennis G. this question was outstanding. <end>	<input type="checkbox"/>
Mon 12/10...	Mon 8/12/2...	Payments to primes on the web Jeff suggested putting payments made to primes on the web so subs can see what's been paid. This is available internally on SharePoint. This will be part of the eDocumentation project. Evaluate if we can deploy early.	<input type="checkbox"/>

**Nelson, Richard J**

---

**From:** Hoffman, William H  
**Sent:** Friday, June 28, 2013 3:29 PM  
**To:** Nelson, Richard J; Larkin-Thomason, Tracy D  
**Subject:** RE: Construction Working Group Action Items

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

6/03/13

Controller Wallin,

I am extremely sorry for the delay in getting you this information.

Based on the findings of our FY 2012 Internal Audit Report, and recent information from our Accounting Division, we have currently collected all but \$132,319.71 of the \$770,276.06 owed to NDOT. Basically, the City of Henderson is delayed in sending us the money they owe the Department. We have discussed this at length internally, and we will continue to request payment from the City and we are discussing more severe measures to insure payment.

If you have any further questions or comments, please contact me.

Thank you,

Bill Hoffman  
Deputy Director  
Nevada Dept. of Transportation  
| office (775) 888-7440 | mobile (775) 443-7873 |  
[www.nevadadot.com](http://www.nevadadot.com)

**Bill Hoffman**  
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---

**From:** Nelson, Richard J  
**Sent:** Friday, June 28, 2013 8:55 AM  
**To:** Hoffman, William H; Larkin-Thomason, Tracy D  
**Subject:** Construction Working Group Action Items

During the last CWG Meeting 5/13/13 you agreed to follow up with the following 2 action items.

Bill: The Controller mentioned a previous request for an audit of consultant agreements.

Tracy: The CWG requested a copy of the survey that was discussed during the RE meeting.

Our next CWG meeting will follow the August TBM so there is time to gather this material before the meeting. Please let me know if you have already distributed this material and forward a copy to Claudia so we can include it in the packet for the August meeting.

Thanks.

Richard J. Nelson, P.E., F.ASCE  
Assistant Director Operations  
Nevada Department of Transportation  
1263 S. Stewart St.  
Carson City, NV 89712  
775.888.7440 (voice)  
775.888.7201 (fax)

***Please consider the environment before printing this communication.***



**MEMORANDUM**

**August 12, 2013**

**TO:** Department of Transportation Board of Directors,  
Construction Working Group  
**FROM:** Rudy Malfabon, P.E., Director  
**SUBJECT:** August 12, 2013 Construction Working Group Meeting  
**Item # 6d** CWG Task List: Report on Contract Overpayments – Informational Item Only.

---

**Summary:**

The purpose of this item is to provide the Construction Working Group with information on how NDOT addresses overpayments on construction contracts.

**Background:**

NDOT enters into approximately 30 conventional design-bid-build unit bid price highway construction contracts a year which are administered, inspected and documented by a combination of NDOT staff and consultants to ensure the terms and conditions of the contract are met. Approximately 69% of NDOT contracts include federal-aid. Contracts are administered and documented in accordance with The Construction Division's Construction Manual and Documentation Manual, both of which are approved by the Federal Highway Administration for use on federal-aid projects. The Documentation Manual is intended to meet the requirements under Title 23 Code of Federal Regulations §635.123 (23 CFR §635.123) requiring procedures on determination and documentation of pay quantities.

NDOT's construction quantity documentation system, like all State Departments of Transportation, reflect the federal regulations under 23 CFR §635.123 which includes references to "quantities of completed work" and "pay quantities". NDOT also is bound by Nevada Revised Statute (NRS) §408.383 under Paragraph 1. which states *The progress estimates must be based upon materials in place, or on the job site, or at a location approved by the Director, and invoiced, and labor expended thereon.*

NDOT's highway construction contracts reflect the language of the laws and regulations as well. Subsection 109.01 of the Standard Specifications states *...measurement will be made when the work is in place, complete, and accepted, measurements will be made of the actual work performed,...* and *In the case of unit price items, the actual amount of work performed and materials used will be paid for according to these specifications, as shown by the final measurements, unless otherwise specified.* Subsection 109.02 goes on to state *...payments will be made for the actual quantities of contract items performed according to the plans and specifications, and if, upon completion of the construction, these actual quantities show either*

*an increase or decrease from the quantities given in the proposal, the contract unit prices will still prevail,...*

NDOT's method of measurement and payment on highway construction contracts is common amongst State DOT's. NDOT's contract language is also based on AASHTO's Guide Specifications for Highway Construction which includes language such as *The Engineer will measure actual quantities of work...* and *The Agency will make payment based on these actual measured quantities.* and *Accept payment for work quantities that vary from contract quantities at the original unit prices.*

It is not uncommon for NDOT's conventional highway construction contracts to have over 100 bid items in them. Contract 3505 to widen from 2 to 4 lanes US 50 Lyon County (Chaves Road to Roy's Road) had 99 bid items and an initial contract value of over \$21 million. Contract 3409 to widen of US 95 Clark County at Ann Road had 365 bid items and an initial contract value of over \$68 million. District construction staff document each one of these bid items as the work progresses according to NDOT's Documentation manual. The current system is paper based.

Inspector's document quantity of work as the work is completed. Inspectors primarily hand write pay quantities in orange Field Books. Every two weeks, pay quantities from the Field Books are compiled for that pay period at the project office either manually on hand written forms or electronically by typing into an Excel spreadsheet. The totaled pay quantities are then manually written onto the Contractor Payment Turnaround Document. Once the turnaround document is checked and approved, the pay quantities are entered into the Contractor Pay System. After review by the Construction Division's Administration Section the (approved) quantities entered into the Contractor Pay System are processed for payment.

Inadvertent over (and under) payment of quantities can and do happen during the administration of a construction contract. Each contract is "audited" by the Construction Division's Administration Section prior to the final payment (called the "Last" payment by the Contractor Pay System) and closeout. Quantities identified by the "audit" as overpaid are subtracted or returned (underpaid quantities are added) in the final pay estimate. As the final pay estimate is processed the system subtracts the overpaid amounts from the amounts retained or due on the contract. In contracts where an overpayment is less than the amount retained (and less than any underpayments being processed) the contractor pay system will generate a final check with the final amount due the contractor. In contracts where and overpayment is greater than the amount retained (and more than any underpayments being processed) the contractor pay system will generate an invoice for the amount due from the contractor.

Some recent examples of a contractor being invoiced at the final payment are as follows:

- Contract 3267 – US 50 Lyon County (Closed July, 2013) (Contractor: RHB)  
Overpayment of Coldmilling Bituminous Surface (double entry) and Plantmix Surfacing (Paid under wrong item and double entry). 22,497.97 sqyd of Coldmilling and 8,834.60 Tons of Plantmix subtracted at final estimated. Contractor invoiced for a balance due of \$149,731.24 after release of retention

- Contract 3390 – SR 564(Closed March, 2013)(Contractor: Las Vegas Paving)  
Of the 41 items processed for payment on the final estimated, 16 items were subtractions. The most significant subtraction was 4,433 Lift of Thermoplastic Pavement Marking. Contractor invoiced for a balance due of \$40,261.42 after release of retention.
- Contract 3444 – SR 604 (Closed May, 2013)(Contractor: Las Vegas Paving)  
Overpayment of Plantmix Surfacing (Paid under wrong bid item). 46,964.51 Tons of Plantmix subtracted at final estimated. Contractor invoiced for a balance due of \$82,769.30 after release of retention.
- Contract 3462 – US 95 (Closed November, 2012)(Contractor: Las Vegas Paving)  
Overpayment of Cold Milling and Plantmix Open-Graded Surfacing (Work performed by same contractor on adjacent contract. Paid under wrong contract). 1,800.00 Sqyds of Cold Milling and 1,959.30 Tons of Plantmix subtracted at final estimated. Contractor invoiced for a balance due of \$201,855.00 after release of retention. It is noted that the subtracted quantities were paid on the correct contract when the error was identified.
- Contract 3401 – US 395 (Open; Processing for closeout)(Contractor: Granite)  
Overpayment of Fast Setting Concrete (Under "Prior Approval". Change Order pending; Paid by Sqft instead of by Cuyd). Resident Engineer estimates balance due at final payment of about \$200,000.

Invoicing a contractor for an amount due on a NDOT contract due to an overpayment is unfortunate yet relatively infrequent and has occurred on 8 contracts (4%) in the last 5 years. The Construction Division is not certain if the recent overpayments are an anomaly or an indication of a serious issue. We do believe that the current method of payment on multiple pay items common with State DOT's adds a level of complexity to documenting and processing payments. And NDOT's current paper based manual documentation and payment system provides numerous opportunities for human error. This is an issue that the Construction Division has been trying to address for several years. Some strategies to improve accuracy of documentation and payment system that are being considered or are underway include:

- Increased Training
  - Administrative
  - Managerial
  - Influencing factors: Staff Changes; Multiple Shifts; Staff Communication
- Increased awareness of overpayments
  - Importance of accuracy, checks and balances
  - Stewards of tax payer monies
  - Perception
  - Impacts on cash flow
- Implementation of electronic documentation system
  - Positive overpayment controls
  - Quantities entered once by inspector
  - Improved transparency / oversight
- Invoicing by contractors.
- Staff accountability

**Analysis:**

Not applicable to the subject matter at this time. Informational item only.

**List of Attachments:**

Final Balance Report – Contract 3462

**Recommendation for Board Action:**

Informational item only.

**Prepared by:**

Jeff Shapiro, Chief Construction Engineer

REPORT # CM02  
 RUN TIME: 18:39.46

STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION  
 CONTRACTOR PAYMENTS- FINAL BALANCE REPORT

PAGE: 1  
 RUN DATE: 10/31/12

CONTRACT NO: 03462 STATUS: L PAYMENT NUMBER: 009 UPDATED CONTRACT AMOUNT \$ 5,812,950.00  
 VENDOR: PUR0000147 LAS VEGAS PAVING CORPORATION 4420 S DECATUR BLVD LAS VEGAS NV 89103  
 LOCATION: ON US 95 FROM 0.613 MILES NORTH OF SR 160, PAHRUMP VALLEY ROAD, TO 1.3 MILES SOUTH OF AMARGOSA VALLEY JUNCTION

UNIT OF WORK NO	C/O NO	DESCRIPTION	PLANNED QUANTITY	UNIT	QUANTITY THIS CYCLE	QUANTITY TO DATE	UNIT PRICE	TOTAL AMOUNT TO DATE	UPDATED AMOUNT	% COMP O/U
2021152		REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	306,180.000	SOYD	1,800.000-	305,697.500	0.62	189,532.45	189,831.60	99.8
4020660		PLANTMIKING MISCELLANEOUS AREAS	680.000	SOYD		564.800	15.00	8,472.00	10,200.00	83.1
4026000		PLANTMIX SURFACING (TYPE 2) (WET)	52,690.000	TON		55,615.560	77.75	4,324,109.79	4,096,647.50	105.6
4030558		MILLED RUMBLE STRIPS	43.340	MILE		43.125	470.00	20,268.75	20,369.80	99.5
4036002		PLANTMIX OPEN-GRADED SURFACING (1/2-INCH) (WET)	12,200.000	TON	1,959.300-	12,863.510	94.00	1,209,169.94	1,146,800.00	105.4
4070528		EMULSIFIED ASPHALT, TYPE SS-1H (DILUTED)	1.000	TON		0.560	1,000.00	560.00	1,000.00	56.0
4070560		SAND BLOTTER	10.000	TON		0.000	20.00	0.00	200.00	0.0
6190040		GUIDE POSTS (RIGID)	486.000	EACH		486.000	40.00	19,440.00	19,440.00	100.0
6190080		OBJECT MARKERS, TYPE 3	42.000	EACH		72.000	160.00	11,520.00	6,720.00	171.4
6190094		MILEPOST MARKERS (POSTS ONLY)	28.000	EACH		28.000	50.00	1,400.00	1,400.00	100.0
6230076		NO. 5 PULL BOX	1.000	EACH		0.000	1,530.00	0.00	1,530.00	0.0
6231028		3-INCH CONDUIT	16.000	LINFT		0.000	55.00	0.00	880.00	0.0
6231724		LOOP DETECTOR (6-FOOT X 6-FOOT)	4.000	EACH		0.000	760.00	0.00	3,040.00	0.0
6250120		RENT TRAFFIC CONTROL DEVICES	91,000.000	LS		91,000.000	1.00	91,000.00	91,000.00	100.0
6270508		PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	59.000	SOFT		58.500	75.00	4,387.50	4,425.00	99.2
6270524		PERMANENT SIGN PANELS (PANELS ONLY)	18.000	SOFT		18.000	42.00	756.00	756.00	100.0

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
CONTRACTOR PAYMENTS- FINAL BALANCE REPORT

REPORT # CH02  
RUN TIME: 18:39.46

PAGE: 2  
RUN DATE: 10/31/12

CONTRACT NO: 03462 STATUS: L PAYMENT NUMBER: 009 UPDATED CONTRACT AMOUNT \$ 5,812,950.00  
VENDOR: PUR0000147 LAS VEGAS PAVING CORPORATION 4420 S DECATUR BLVD LAS VEGAS NV 89103  
LOCATION: ON US 95 FROM 0.613 MILES NORTH OF SR 160, PAHRUMP VALLEY ROAD, TO 1.3 MILES SOUTH OF AMARGOSA VALLEY JUNCTION

UNIT OF WORK NO	C/O NO	DESCRIPTION	PLANNED QUANTITY	UNIT	QUANTITY THIS CYCLE	QUANTITY TO DATE	UNIT PRICE	TOTAL AMOUNT TO DATE	UPDATED AMOUNT	% COMP O/U
6270532		PERMANENT SIGNS, REMOVE	55.000	SQFT		55.000	17.00	935.00	935.00	100.0
6270534		PERMANENT SIGNS, REMOVE (PANEL ONLY)	16.000	SQFT		16.250	17.00	279.25	272.00	95.3
6280004		MOBILIZATION	40,342.100	LS		40,342.100	1.00	40,342.10	40,342.10	100.0
6321341		POLYUREA PAVEMENT STRIPING (BROKEN YELLOW W/SOLID YELLOW)	4.640	MILE		4.370	4,500.00	19,665.00	20,880.00	94.2
6321342		POLYUREA PAVEMENT STRIPING (BROKEN YELLOW)	9.270	MILE		9.270	900.00	8,343.00	8,343.00	100.0
6321343		POLYUREA PAVEMENT STRIPING (DOUBLE SOLID YELLOW)	0.540	MILE		0.730	7,200.00	5,256.00	3,888.00	135.2
6321344		POLYUREA PAVEMENT STRIPING (SOLID WHITE)	28.860	MILE	4.823	28.750	3,600.00	103,500.00	103,896.00	99.6
6340620		PERMANENT PAVEMENT MARKING FILM (TYPE 2) (VARIES)	292.000	SOFT		0.000	12.00	0.00	3,504.00	0.0
6370003		TEMPORARY POLLUTION CONTROL	200.000	LS		200.000	1.00	200.00	200.00	100.0
6370090		DUST CONTROL	13,500.000	LS		13,500.000	1.00	13,500.00	13,500.00	100.0
6850100		PARTNERING	5,000.000	FA		0.000	1.00	0.00	5,000.00	0.0
7360000		ASPHALT ESCALATION	16,600.000	LS		0.000	1.00	0.00	16,600.00	0.0
7360004		FUEL ESCALATION	69,896.000	LS		0.000	1.00	0.00	69,896.00	0.0
7360050		INCIDENTAL CONSTRUCTION	58,000.000	LS		0.000	1.00	0.00	58,000.00	0.0
AP00001	001	DESERT TORTOISE FENCING	3,590.000	LINFT		3,590.000	5.00	17,950.00	17,950.00	100.0
LD00001		DAMAGES FOR PG76-22NV	0.000	LS	768.000	1,226.000	1.00	1,226.00	0.00	0.0





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

## MEMORANDUM

Director's Office

June 21, 2013

**To:** Jeff Shapiro, Chief Construction Engineer  
District Engineers  
Dave Olsen, Chief Accountant

**From:** Rick Nelson, Assistant Director Operations

**Subject:** Contractor Pay Evaluation Project

---

NRS 408.383 (1) deals with payments to contractors. In this section it says the Director may make partial payments at the end of each calendar the month. It also mentions that partial payment for the work would be invoiced, among other things. During one of the Construction Working Group meetings Financial Management made a presentation outlining the impacts on our cash flow if we were to transition to a once a month contractor pay. They indicated that there could be some positive implications associated with removing the mid-month dip in cash flow. I should also mention that with the development of the eDocs project and the evaluation of our processes as they interact with this system, now is a perfect time look at our contractor pay processes.

After discussions with the Director, I mentioned at yesterday's meeting with the Construction Industry that NDOT would be looking into the procedures and logistics that would be necessary to transition to a once a month contractor pay based on source documents (an invoice) provided by the contractor. In order to sort out all the details, challenges, requirements, land mines, and other factors necessary to make an informed decision regarding such a fundamental change to our processes, I'm going to convene a small multi-disciplinary team of experts in contractor pay to explore the nuance associated with this potential transition. It's important to include similar expertise from the contracting industry on the team.

My expectations are that this team should include members from Accounting (1), HQ Construction (2), Field Crews (2), and Contractors (2). I am asking Jeff Shapiro, Chief Construction Engineer, to appoint someone to lead this effort. Selecting members who are already involved in the eDocs project would be an added benefit. This team will be free, and expected, to solicit input from any Division, entity, or person that has relevant contributions to offer. I will make regular progress reports at the Director's Leadership meetings, NDOT/Construction Industry liaison meetings and at the Construction Working Group meetings.

The work of this team should progress in two phases. Phase 1 would be to deliver a brief report and recommended actions to the Director regarding a transition to once a month contractor pay based on contractor supplied source documents (invoicing). The expected duration of Phase 1 is 6 months (December 31, 2013). Phase 2, if needed, would be an implementation plan based on desired actions from the Director.

cc: Rudy Malfabon, Bill Hoffman, Tracy Larkin-Thomason, NDOT  
John Madole, Nevada AGC



# TITLE VI & THE DBE PROGRAM

NDOT Transportation Board  
Construction Working Group  
May 13, 2013



# NDOT CIVIL RIGHTS PROGRAM

- What the DBE Program Requires from Consultants, Contractors and NDOT
- Title VI & other nondiscrimination authorities relating to the DBE Program
- Good Faith Efforts requirements
- Roles and responsibilities





## TITLE VI

TITLE VI... is about Preventing Discrimination and Assuring Non-discrimination ...

And is the source of the DBE Program



## NDOT'S NONDISCRIMINATION POLICY STATEMENT

- NDOT is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. NDOT assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any NDOT service, program or activity. The Department further assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations.



# WHAT IS DISCRIMINATION?

- 23 CFR 200.5 (f)

- That act (or action) whether *intentional or unintentional*, through which a person in the United States, solely because of race, color, religion, sex, or national origin, has been otherwise subjected to unequal treatment under any program or activity receiving financial assistance from the Federal Highway Administration under Title 23 U.S.C.

- Age Discrimination Act of 1975

- No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance. 42 U.S.C 6101



# WHAT IS DISCRIMINATION?

- ADA/Section 504 of the Rehabilitation Act of 1973
  - No qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a State or a local government.
- 1973 Federal Aid Highway Act
  - No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance under this Title or carried on under this title.



# WHAT IS **NOT** DISCRIMINATION

- **Title 49 CFR: Transportation**  
**§ 21.5 Discrimination prohibited.**

(7) This part does not prohibit the consideration of race, color, or national origin if the purpose and effect are to remove or overcome the consequences of practices or impediments which have restricted the availability of, or participation in, the program or activity receiving Federal financial assistance, on the grounds of race, color, or national origin.



## WHAT IS NOT DISCRIMINATION

- Where prior discriminatory practice or usage tends, on the grounds of race, color, or national origin to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which this part applies, **the applicant or recipient (NDOT) must take affirmative action to remove or overcome the effects of the prior discriminatory practice or usage.**



## WHAT IS NOT DISCRIMINATION

- Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in or denied the benefits of the program or activity on the grounds of race, color, or national origin.



## CIVIL RIGHTS RESTORATION ACT OF 1987

- **Restored the intent of Title VI and the broad, institution-wide scope and coverage of nondiscrimination statutes to include all programs and activities of Federal-aid recipients, sub-recipients and contractors, whether those programs and activities are federally-funded or not.**
  - The Civil Rights Restoration Act was a direct response to, and a rejection of, the 1984 Supreme Court decision, *Grove City College v. Bell* (465 U.S. 555) in which Federal agency nondiscrimination requirements were limited to just those areas of the recipient's operation that directly benefited from Federal assistance.



## TITLE VI IMPACT



Far-reaching applicability and coverage

- Not limited to any particular program
- Not restricted to a specific issue

Title VI issues may emerge at any stage of a project with potentially far-reaching consequences



# TITLE VI - NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS & ACTIVITIES

- What is the primary source of the Federal funding NDOT receives from the FHWA and the FTA?
  - Highway Trust Fund
    - Fuel Tax
  - Hispanics
  - Asians
  - African Americans
  - Euro-Americans
  - Native Americans
  - Men
  - Women



# EQUALITY



*“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination.”*

- President John F. Kennedy



*“Title VI is sound; it is morally right; it is legally right; it is constitutionally right. ... What will it accomplish? It will guarantee that the money collected by colorblind tax collectors will be distributed by Federal and State administrators who are equally colorblind. ... The title has a simple purpose – to eliminate discrimination in Federally financed programs.”*



U.S. Senator John O. Pastore

## TITLE VI

**“No person in the United States shall on the ground of race, color, or national origin be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance”**

**(42 USC 2000d)**

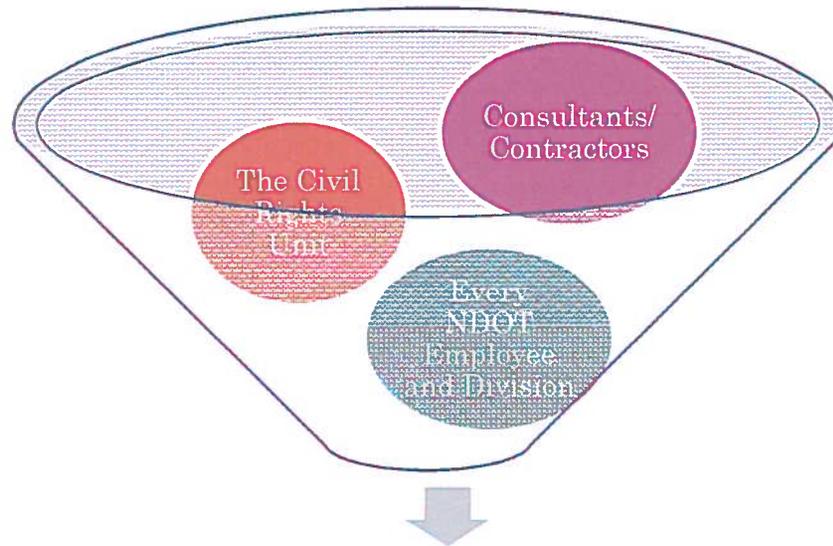


## TITLE VI

- Promote fairness and equity in Federally assisted programs and activities
- Rooted in the constitutional guarantee that all human beings are entitled to equal protection of the laws



# SO WHOSE RESPONSIBILITY IS IT?



All of us

23 CFR 200.9(a)(3). “The head of the State highway agency shall be held responsible for implementing Title VI requirements.”



# WHAT ARE THE CONSEQUENCES FOR NONCOMPLIANCE WITH TITLE VI?

- Found in noncompliance by FHWA or FTA
- **Suspension or termination** of Federal financial assistance
- **Refusal to grant or continue federal financial assistance**
- Any other means authorized by law
  - Refer to DOJ to enforce Federal law, assurance or contractual obligation
  - Utilize applicable proceedings under state or local law (49 CFR 21.13)



## IMPLEMENTING REGULATIONS

- **USDOT Title VI Regulations (49 CFR 21)**
  - Prohibited discriminatory actions (21.5)
  - Required assurance (21.7)
  - Compliance information (21.9)
  - Procedure for effecting compliance (21.13)
- **FHWA Title VI Regulations (23 CFR 200)**
  - State Transportation Agency responsibilities (200.9)
- **Disadvantaged Business Enterprises (49 CFR 26)**
  - DBE Program



# DISADVANTAGED BUSINESS ENTERPRISES

## ○ Title 49 Code of Federal Regulations Part 26

- To ensure nondiscrimination in the award and administration of USDOT assisted contracts.
- To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts.
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law.



## DISADVANTAGED BUSINESS ENTERPRISES

- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in USDOT assisted contracts.
- To assist in the development of disadvantaged firms so that they can compete successfully in the market place outside the DBE Program.



## DBE PROGRAM GOAL

NDOT's annual **10.48%** goal for the past 3 years  
(FY11, FY12 & FY13)

- Goal setting average for FY11 & FY12: **0 – 5%**
- Annual Goal Achievement FY11 **4.77%**
- Annual Goal Achievement for FY12: **7%**
- FY13 is currently tracking at: **7%**



# CERTIFICATION REQUIREMENTS

- 51% Ownership by a socially and economically disadvantaged Person
  - 49 CFR 26.5
    - Black Americans
    - Hispanic Americans
    - Native Americans, Alaska Natives, Native Hawaiians
    - Asian-Pacific Americans
    - Subcontinent Asian Americans (India, Pakistan, etc.)
    - Women
  
- In business for a profit



# CERTIFICATION REQUIREMENTS

- Day to day and long term control by the disadvantaged owner
- PNW < \$1.32 million



# DBEs, WBES & MBES

## ○ MBE/WBE

- Not recognized by the DBE Program
- Must have Nevada UCP Certificate



## GOOD FAITH EFFORT

- When NDOT sets a goal for DBE participation, it must award the contract only to a bidder that makes good faith efforts to meet it, as demonstrated by
  - Bidder's commitment to 100% of the goal, as demonstrated by its identified DBEs
    - Description of work to be performed by the DBE (s)
    - Proposed dollar amount for each DBE
    - Written documentation of the bidder's commitment to use the DBE
    - DBE's confirmation that it is participating



## GOOD FAITH EFFORT

- OR
  - Documentation by the bidder of its GFE
    - Evidence it took all necessary and reasonable steps to achieve the goal
    - Efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were **actively and aggressively** trying to obtain DBE participation sufficient to meet the DBE contract goal
    - Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.



## GOOD FAITH EFFORT

- Necessary and Reasonable includes but is not limited to:
  - Breaking down the contract into economically feasible units to facilitate DBE participation
  - Selecting portions of the work to be performed by DBEs that increase the likelihood of meeting the DBE goals
  - Providing interested DBEs with information about the plans, specifications, and requirements of the contract in a timely manner



## GOOD FAITH EFFORT

- Necessary and Reasonable includes but is not limited to:
  - Effectively using the services of available minority/women community organizations, contractors groups, government business assistance offices, or others that might assist in identifying DBE firms
  - Negotiating in good faith with interested DBEs
    - Not rejecting DBEs as unqualified without sound reasons, rather based on a thorough investigation of their capabilities



## GOOD FAITH EFFORT

- Necessary and Reasonable includes but is not limited to:
  - Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by NDOT or the bidder
  - Making efforts to assist interested DBEs in obtaining equipment, supplies, materials, or related assistance or services



## GOOD FAITH EFFORT

- NDOT is required to examine the

- Quality
- Quantity
- Intensity

Of the bidder's effort

- How actively and aggressively did the bidder try to obtain DBE participation



# AMERICANS WITH DISABILITIES ACT

- The ADA Coordinator is responsible for
  - Ensuring NDOT's compliance with the Title II of the ADA
  - Training NDOT staff on ADA requirements and standards
  - Preparing NDOT Transition Plan and monitoring its execution



# NON-TITLE VI RESPONSIBILITIES

- Contract Compliance
  - Davis Bacon Compliance
  - Certified Payrolls
  - Prevailing wages
  - Wage classification
  - Subcontractor approval and agreements
  - Request to sublets



## ADDITIONAL RESOURCES

- NDOT DBE Program Plan - [http://zdi1.zd-cms.com/cms/res/files/313/DBE Program Plan June 2012.pdf](http://zdi1.zd-cms.com/cms/res/files/313/DBE%20Program%20Plan%20June%202012.pdf)
- NDOT Title VI Program Plan - [http://zdi1.zd-cms.com/cms/res/files/313/NDOT 2012 Title VI Program Plan.pdf](http://zdi1.zd-cms.com/cms/res/files/313/NDOT%202012%20Title%20VI%20Program%20Plan.pdf)
- NDOT Civil Rights website - [www.nevadadbe.com](http://www.nevadadbe.com)



# NEVADA DEPARTMENT OF TRANSPORTATION

# CONTRACTOR BULLETIN

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March 27, 2013

## Special Notice

### Certified Payroll and Four-Ten Hour Days Published on behalf of NDOT Contract Compliance

The Labor Commissioner's website states in *Nevada Revised Statutes (NRS) 338.020*:

**3. Except as otherwise provided in subsection 4, a contractor or subcontractor shall pay to a mechanic or worker employed by the contractor or subcontractor on the public work not less than one and one-half times the prevailing rate of wages applicable to the class of the mechanic or worker for each hour the mechanic or worker works on the public work in excess of:**

**(a) Forty hours in any scheduled week of work by the mechanic or worker for the contractor or subcontractor, including, without limitation, hours worked for the contractor or subcontractor on work other than the public work; or**

**(b) Eight hours in any workday that the mechanic or worker was employed by the contractor or subcontractor, including, without limitation, hours worked for the contractor or subcontractor on work other than the public work, unless by mutual agreement the mechanic or worker works a scheduled 10 hours per day for 4 calendar days within any scheduled week of work.**

The Nevada Department of Transportation (NDOT) Contract Compliance Division staff have reviewed a large number of Certified Payroll Records and has determined that many NDOT contractors are not applying the 4-10 hour day rule correctly. The correct application of the rule requires that the worker works a full 4-10 hour work week in order for the employer to apply the 4-10 hour day rule. Should the employee work less than 10 hours on any of the four days scheduled within the work week, the 4-10 hour day rule does not apply. Therefore, overtime must be paid for any hours worked over eight hours in a day (and/or exceeding 40 hours in the workweek).

NDOT will begin auditing all contractors and their payroll records on all projects posted on the LCPtracker Program this spring. Should NDOT find non-compliance in the application of the 4-10 hour day rule on any projects in our audit, we will submit the resulting Determinations to the Nevada Labor Commissioner's Office pursuant to NRS 338.070. Please contact us at (775) 888-7497 if you have compliance questions or need assistance.

## Contractor DBE Participation

NDOT's annual **10.48%** goal for the past 3 years (FY11, FY12 & FY13)

- Goal setting average for FY11 & FY12: **0 – 5%**
- Annual Goal Achievement FY11 **4.77%**
- Annual Goal Achievement for FY12: **7%**
- FY13 is currently tracking at: **7%**
- NDOT needs to set average 10-15% goals, and higher, on projects that warrant and support the participation.
- Cannot base current goal setting practices on past goal setting practices.
  - 0 – 5% is the EXCEPTION and not the RULE.
- **Assigning more frequent and higher race/gender-conscious DBE goals is the only way NDOT can reach our Annual 10.48% goal.**

### NDOT will:

- continue assisting in the development of business relationships between DBEs and Prime contractors;
- improve our monitoring of DBE goal performance by contractors;
- increase the availability of DBEs for performing subcontracts; and
- improve the quality of our GFE analysis and review

**AGC/NDOT COMMITTEE**  
**12:00 p.m., Friday, July 12, 2013**  
**AGC NAM Training Room-5400 Mill Street**

**AGENDA**

1. Self Introductions
2. Review minutes of previous meeting dated Wednesday, April 24, 2013
3. Federal and State Funding Rudy Malfabon
4. Certified Payroll/LCP Tracker – Dana Olivera
  - a. Old/Closed Contracts
5. Payment Frequency – Rick Nelson
  - a. Monthly
6. Electronic Signatures – Jeff Shapiro
7. Project List – Jeff Freeman
8. Closeout – Jeff Shapiro
9. 2013 Legislature Rudy Malfabon
  - a. CMAR
  - b. SB377 – Gas Tax Initiative
  - c. AB413 – Clark County RTC 5
10. DBE AB151 Dana Olivera
11. SBE – Dana Olivera
12. Standard Spec/Silver Book Update – John Terry
13. Personnel Changes – Rudy Malfabon
14. Intelligent Compaction (IC) Workshop- EDC 2
  - a. 8:00 a.m. – 12:00 p.m., Tuesday, July 23
  - b. NDOT District II Main Conference Room - 310 Galletti Way, Sparks
15. Upcoming AGC Events
  - a. UNR Tailgate – Saturday, September 28, 2013
  - b. Leadership AGC – Begins November 13, 2013
16. Other
17. Next meeting tentatively scheduled for 12:00 p.m., Friday, October 18, 2013

cc: Scott Hiatt, President  
 Kevin Linderman, Chair  
 Will Hellickson, Vice Chair  
 Jerry Aaron  
 Mark Beadleston  
 Jackie Borman  
 Mike Brown  
 Jack Byrom  
 Jim Cain  
 Daniel Caldwell  
 Mark Casey  
 Matt Cates  
 Rick Cooley  
 Fred Courier  
 Marty Crew  
 Bill Darnell  
 Jim Dodson

Ruedy Edgington  
 Erik Eigenman  
 Matt Frazer  
 Jeff Freeman  
 Jason Fritz  
 Robert Gelu  
 Louis Ginocchio  
 Shane Glenn  
 Dan Gotta  
 Matt Gotta  
 Brian Graham  
 Bob Gustafson  
 Kevin Hamilton  
 Buzz Harris  
 Tom Herschbach  
 Lisa Huffman  
 George Jordy

Sybil Kidder  
 Tom Massaro  
 Barry McKeegan  
 Dan Olivera  
 Lowell Patton  
 Robert Perrine  
 Dan Peterson  
 Roger Philippi  
 Mike Pidlypchak  
 Pam Pierce  
 Taylor Polan  
 Toni Powell  
 Brant Powers  
 Cale Pressey  
 Randi Reed  
 Kevin Robertson  
 Mike Robinson

Brian Roll  
 Mike Rooley  
 Jesse Ruzicka  
 Paul Schneider  
 Jeff Shapiro  
 Paul Shogren  
 Lee Smithson  
 Art Sperber  
 Ray Taft  
 Jack Tedford  
 Josh Thomson  
 Brian Wacker  
 K.C. Walters  
 Ron Weber  
 Dean Weitzel

**AGC/NDOT COMMITTEE**  
**12:00 p.m., Wednesday, April 24, 2013**  
**Atlantis Casino-Emerald CD**

**DRAFT MINUTES**

1. Meeting was called to order at 12:00 noon by Chairman Kevin Linderman, and members present were asked to introduce themselves.
2. Minutes of the previous meeting dated Friday, December 7, 2012 were reviewed and accepted as presented.
3. Federal and state funding was reviewed by NDOT Director Rudy Malfabon. Mr. Malfabon explained the construction budget for the current year was approximately \$373 million, with each district having about \$25 million for construction. Mr. Malfabon pointed out that the department was working to restore the ending fund balance of NDOT to an amount between \$84 million to \$92 million. Mr. Malfabon discussed Project Neon, which currently has approximately \$120 million funded for right-of-way acquisition, and there are efforts to pass legislation allowing public private partnerships for large projects that require substantial investment.
4. Jeff Freeman reviewed the current project list which indicated 16 projects on the statewide construction list. There was a brief discussion about the small number of projects due to the lack of available funding. Mr. Freeman also reported that NDOT's Partnering Program was showing favorable results.
5. Jeff Shapiro distributed a current closeout list detailing the number of projects that have been closed out, and reported that closeouts were being handled more promptly and the responses have been favorable.
6. Several legislative proposals were deliberated. Discussed the recent TRIP report that indicated NDOT would require approximately \$285 million per year in additional revenues in order to maintain the current maintenance schedule to preserve NDOT roads. Also discussed Senate Bill 377, which would increase gas tax two cents a gallon each year, over 10 years. Discussed Assembly Bill 283, which would allow CMAR to continue on NDOT projects. Also went over Senate Bill 171 that would redirect the \$63 million scheduled to go to the highway fund in July 2013 to support bonds for public works maintenance, and repair projects across the state. Mr. Malfabon expressed concern over SB171.
7. Yvonne Schuman discussed the utilization of DBE contractors and suppliers on NDOT projects. Briefly outlined the disparity study that was currently underway, and expected to be completed in September. Ms. Schuman reported that NDOT's annual goal over the past three years has been 10.48%, and reported that these goals must be raised from 10% to 15% in order to achieve that goal.
8. Ms. Schuman discussed a recent contractor bulletin sent to NDOT contractors, informing them that employees would only be allowed to work 10 hour shifts when the 4-10's work applied to the entire week. A copy of the notice recently distributed with Labor Commissioner regulations was discussed.
9. Reid Kaiser discussed a new asphalt spec set for 2014, and also distributed information on a new borrow specification. Reid also reported that due to retirement, Darin Tedford had replaced Parviz Noori.
10. Tracy Larkin-Thomason discussed construction procedures and conflict resolution. Ms. Thomason asked that members complete the survey, which had been emailed to each person on the mailing list of public contractors.

11. The following upcoming AGC events were discussed and reviewed:
  - a. Spring Cleaning Donations – April 10 – May 31 – Bring your gently used items to AGC
  - b. Prompt Pay Seminar – 3:00 p.m., Thursday, April 30, 2013 – AGC
  - c. AGC Career Day – Friday, May 24, 2013 – Mt. Rose Elementary School
  - d. AGCPAC Golf Tournament – Friday, June 14 – Washoe Golf Course
  - e. Membership/Safety Awards Lunch – 11:30 a.m., Friday, June 28 – Nugget
  - f. Leadership AGC – Begins November 13, 2013 – Expected to Sell Out - Sign up now!
12. Next meeting tentatively scheduled for 12:00 noon, Friday, July 12 at the AGC office.
13. Meeting adjourned at 1:12 p.m.

cc: Scott Hiatt, President  
Kevin Linderman, Chair  
Will Hellickson, Vice Chair  
Jerry Aaron  
Mark Beadleston  
Jackie Borman  
Mike Brown  
Jack Byrom  
Jim Cain  
Daniel Caldwell  
Mark Casey  
Matt Cates  
Rick Cooley  
Fred Courier  
Marty Crew  
Bill Darnell  
Michelle Dennis  
Jim Dodson  
Ruedy Edgington  
Erik Eigenman  
Matt Frazer

Jeff Freeman  
Jason Fritz  
Robert Gelu  
Louis Ginocchio  
Shane Glenn  
Dan Gotta  
Matt Gotta  
Brian Graham  
Bob Gustafson  
Kevin Hamilton  
Buzz Harris  
Tom Herschbach  
Lisa Huffman  
George Jordy  
Sybil Kidder  
Tom Massaro  
Barry McKeegan  
Dan Olivera  
Lowell Patton  
Robert Perrine  
Dan Peterson

Roger Philippi  
Mike Pidlypchak  
Pam Pierce  
Taylor Polan  
Toni Powell  
Brant Powers  
Cale Pressey  
Randi Reed  
Kevin Robertson  
Mike Robinson  
Brian Roll  
Mike Rooley  
Jesse Ruzicka  
Paul Schneider  
Jeff Shapiro  
Paul Shogren  
Lee Smithson  
Art Sperber  
Ray Taft  
Jack Tedford  
Josh Thomson

Brian Wacker  
K.C. Walters  
Ron Weber  
Dean Weitzel

Also Present:  
Rick Bosch  
Anita Bush  
Thor Dyson  
Sharon Foerschler  
Bill Hoffman  
Reid Kaiser  
Tracy Larkin-Thomason  
John Madole  
Rudy Malfabon  
Rick Nelson  
Yvonne Schuman  
John Terry



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

## MEMORANDUM

### Administrative Services

June 5, 2013

**To:** e-Signature Advisory Committee  
**From:** e-Signature Working Group  
**Subject:** Electronic Signature - Proof of Concept (POC) Pilot

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In February, 2013, Rudy Malfabon, Director, tasked General Counsel and others to look at the feasibility/legality of incorporating electronic signature in NDOT processes. Specifically looking to increase efficiencies in procurement and the execution of contracts, the Director requested an e-signature solution. After confirmation from NDOT counsel of the allowance for e-signature within Nevada Revised Statutes and Nevada Administrative Code, and significant case law in support of e-signature, a multi-division team was created to research e-signature solutions.

The e-signature team looked at several e-signature solutions and spoke with multiple private and government entities, including the State of North Carolina and the RTC of Southern Nevada. The team chose to work with DocuSign, Inc. for the POC pilot, primarily for the low cost of entry, and the functionality the DocuSign solution offers. After a successful POC, an RFP process will be initiated to procure a final solution.

At the May 20, 2013, meeting of the e-signature team, it was decided to split the team into an advisory committee consisting of all original team members and a working group with Subject Matter Experts (SMEs) to implement the POC pilot. The implementation working group is comprised of the following:

- **Jenni Eyerly**, Administrative Services Officer, Assistant Division Chief – Procurement SME with extensive experience in systems implementation
- **Linnette Ollson**, IT PMO Manager/Infrastructure Planner – IT SME with key experience in implementation of workflow and electronic approval solution in a state agency, and extensive technology solutions implementation
- **Teresa Schlaffer**, Business Process Analyst – Contract Services and process SME with experience as project manager for the implementation of an e-signature solution in private industry, and extensive systems implementation
- **Megan Sizelove**, PE, Consultant Program Manager – Construction and change order SME and core member of the E-Docs solution team (post-pilot integration to the E-Docs system will be a key requirement for a final e-signature solution)

#### **Pilot Processes**

The NDOT processes chosen for the e-Signature POC pilot are:

- Contract Award/Execution
- Processing Memo (the process for moving a project to a contract)
- Scope/Budget Change Form
- Change Orders

The 4 identified POC processes will involve over 15 divisions within NDOT (including all 3 District offices) the Governor's office, the Attorney General's office, the Federal Highway Administration (FHWA) and the contracting community. Multiple touch points with only 4 documents will provide a solid foundation to introduce e-Signature Department-wide after a successful pilot.

#### **Contract Award/Execution**

Currently the contract award and execution process for highway construction contracts is labor, paper and time intensive. Award to final execution of a contract can take up to 50 days, requires over 60 wet signatures, and the creation and physical transfer/shipment of over 300 pages of documents.

With an e-signature solution we expect to cut the execution time in half (or even less), require only 12 e-signatures and eliminate all paper documentation.

Participants in Contract Award/Execution process: 1 NDOT division, NDOT Director's office, Attorney General's Office, the Governor's office, and the Contracting community (including contractor's surety company).

#### **Processing Memo**

The Processing Memo was chosen for POC of a multi-approval, multi-document workflow. The efficiencies to be gained from the e-signature process will be in time and organization of all of the components needed to move a project to an advertised contract (e.g. multiple sign-offs, and certificates and documents added throughout the life of the process from multiple sources).

Participants in Processing Memo process: Multiple NDOT divisions, NDOT Director's office.

#### **Change Orders**

Change Orders have an involved development and approval process that is currently all manual/paper driven. Efficiencies to be gained are in process time savings and in all parties having visibility throughout the process

Participants in Change Order process: Multiple NDOT divisions including all 3 Districts, NDOT Directors Office, FHWA and the contracting community.

#### **Scope/Budget Change Form**

The Scope/Budget Change Form was added to the POC pilot to provide an e-signature solution to a previously defined process improvement project

Participants in Scope Budget Change Form process: Multiple NDOT divisions, NDOT Director's Office.

cc: Rob Lewis, DocuSign

N = Need  
 S = Submitted (HQ reviewing)  
 A = Approved

Department of Transportation  
 Construction Contract Closeout Status  
 July 1, 2013

Cont. No.	DIST	Crew	Contractor - Resident Engineer	Contract Bid Price	Retent Held	EEO	LAB	AB	CP	LE	ATSS	WC	Constr. Compl.	Cleanup Finalized	Plant Estab (Exp. Date)	District Accept	Director Accept	Pick Up Comp.	RPU	Comments	Change Orders # Needed	
3290	1	908	FREHNER-PETRENKO MICHELLE	SAINT ROSE PARKWAY IN HENDERSON PHASE 2A	\$61,242,038.90	\$50,000.00	A	A	A	A	A	A	7/11/08	7/15/10	N/A	2/11/09	2/19/09	10/18/10		Contract will be closed at the same time frame as 3361. Sent closeout items to Rob per Jeff on 7/10/12.		
3361	1	922	SNP-CHRISTIANSEN MICHELLE	ON SR 148, ROSE PARKWAY IN HENDERSON, PHASE 2B, FROM GILLESPIE ST TO SEVEN HILLS DR/SPENCER AVE & CORONADO CENTER	\$8,583,366.05	\$50,000.00	A	A	A	A	N	A	3/5/10		N	~10/28/11	2/7/13	7/9/13		Construction completed final closeout on 7/9/13.		
3392*	1	922	WILLIAMS BROS. - CHRISTIANSEN MICHELLE	VARIOUS INTERSECTIONS IN THE CITY OF LAS VEGAS AND VARIOUS INTERSECTIONS IN CLARK COUNTY.	\$944,304.33	\$47,215.22	A	A	A	A	A	A	9/29/11	11/1/2011	N/A	3/6/12	4/2/12	6/22/12		Pending Litigation		
3397 ARRA	1	916	FISHER-RUGULEISKI MELISSA	ON I-15 FROM THE CALIFORNIA/NEVADA STATE LINE TO MILEPOST 16.35	\$7,333,333.33	\$50,000.00	A	A	A	A	A	N	12/23/10		N	4/23/12	5/21/12	7/8/13		Crew Needs to Submit ATSS before qty's sent to contractor.		
3409	1	926	CAPRIATTI - SULAMRIA (east RE) MELISSA	US 95 FROM RAINBOW/SUMMERLIN INTERCHG. TO RANCHO/ANN RD. & DURANGO DR. (PKG. 1)	\$68,761,909.90	\$50,000.00	N	N	N	N	N	N	12/1/12	2/15/13	12/18/13				N	Punchlist complete. Partial relief was granted by Dist I on 2-12-13. Jeff addressing claims.	Address CO#9, &12. Paid on prior #11.	
3421	1	916	LAS VEGAS PAVING -RUGULEISKI MELISSA	ON US 95AT SUMMERLIN PARKWAY	\$26,080,589.00	\$50,000.00	N	N	N	N	N	N	8/10/12						Y	There are some outstanding issues with concrete qty's. Crew submitted all but a few books, may have add'l pmt.		
3442	1	901	ROAD & HIGHWAY-ALHWAYEK MICHELLE	US 95 FROM 3.131 MILES NORTH OF CHINA WASH TO 0.796 MILES SOUTH OF DRY WASH.	\$10,171,171.00	\$50,000.00	A	A	S	A	A	A	11/22/11			1/18/12	11/8/12		Y	Construction began final closeout.		
3445	1	922	LVP-CHRISTIANSEN MELISSA	US -95A-515 OVER FLAMINGO ROAD INTERCHANGE	\$3,418,804.05	\$50,000.00	A	A	A	A	N	A	1/17/12	7/12/12	N/A	7/17/12	3/5/13	8/12/13		Final Qty's sent to Contractor on 7/3/2013. Possible Payoff on 8/3/2013		
3453	1	901	FISHER-ALHWAYEK MELISSA	ON US 93 FROM BUCHANAN TO HOOVER INTERCHANGE.	\$15,858,585.85	\$50,000.00	S	A	N	S	A	N	11/19/12			12/5/12	1/23/13		N	Crew working on comments in books from Const., priority is closing out 3442 & 3444. Final PIR letter needs revision. Certs needed. Processing CPPR.		
3454	1	916	FISHER-RUGULEISKI MICHELLE	ON I-15 FROM TROPICANA AVENUE TO US 95 ( SPAGHETTI BOWL)	\$5,895,000.00	\$50,000.00	S	A	A	A	N	A	3/23/12			4/20/12	5/21/12	6/4/12		RE to resubmit Letter of Explanation. Contractor disputing qty's RE working on issue. Const has Title 6 complaint against it. Resent City's to Contractor 7/2/2013 per Jeff Shapiro		
3466	1	922	AGGREGATE INDUSTRIES - CHRISTIANSEN MICHELLE	ON I-15 FROM THE SPEEDWAY / HOLLYWOOD INTERCHANGE TO 0.103 MILES NORTH OF THE DRY LAKES REST AREA	\$18,006,000.00	\$50,000.00	N	A	N	A	N	A	1/18/13	4/15/13*	N/A	1/24/2013	2/13/2013		N	Is meeting w/ contractor today to discuss qty's, Borrow, spill repair, swork on C.O.s		
3472	1	922	LAS VEGAS ELECTRIC- CHRISTIANSEN MICHELLE	ON MULTIPLE INTERSECTIONS IN DIST. 1 CLARK COUNTY	\$3,393,786.20	\$50,000.00	A	A	S	A	N	A	11/30/12	2/5/13	N/A	1/24/13	4/18/13		Y	Construction began final closeout.		
3474	1	906	LAS VEGAS ELECTRIC- PETRENKO MICHELLE	ON US 93 FROM RAILROAD PASS CROSSING TO THE I-215 / I-515 INTERCHANGE IN HENDERSON	\$8,847,492.75	\$50,000.00	N	N	N	N	N	N	4/10/13							N	Construction at 97.5%	
3480	1	902	AGGREGATE INDUSTRIES - YOUSUF MICHELLE	ON SR 372 FROM THE CALIF/NEV. STATE LINE TO SR. 180 AND ON ST. RT 180 1.317 MI N. OF CLARK /NVE COUNTY LINE TO MI POST NY - 9.954	\$8,175,000.00	\$50,000.00	A	A	A	A	A	A	11/9/12			12/7/12	12/21/12	5/29/13		Final Qty's sent to Contractor on 6/5/2013. Possible Payoff on 7/8/2013		
3481	1	901	AGGREGATE INDUSTRIES ALHWAYEK MELISSA	ON US 95 FROM 1.47 MI SOUTH OF THE AMAGOSA RIVER TO 6.48 MI NORTH OF THE TRAILING EDGE OF B-836	\$850,000.00	\$50,000.00	N	A	N	A	N	A	10/29/12			5/23/13	6/12/13		N	Sami said they were going to send submittals of EEO, I.E. and ATSS today. Job review was done by DE. Need accept letter. HQ rec'd accept. letter 5/28/13.		
3500	1	902	LAS VEGAS PAVING - YOUSUF MICHELLE	INSTALL FENCING AROUND PORTION OF MATERIALS PIT CL 82-03 AND CONTOUR GRADING OF DETENTION BASINS.	\$912,000.00	\$40,800.00	A	A	A	A	A	A	11/14/12			5/23/13	6/10/13	1/31/13		Final Qty's sent to contractor on 8/17/2013. Possible Payoff on 7/17/25/13		
3504	1	908	AGGREGATE INDUSTRIES PETRENKO MICHELLE	COLD MILL AND PLANTMIX WITH OPEN GRADE AND BRIDGE REHAB ON I707N, I711N, I713N, G682 NORTH AND SOUTH	\$14,200,000.00	\$50,000.00	A	N	N	N	N	N	12/6/12			1/7/13	1/10/13		N	No request to date. Crew working on books for closeout.		
3519	1	915	LAS VEGAS PAVING CORP STRGNAC MELISSA	I-515 AT THE INTERCHANGE OF FLAMINGO RD. CONSTRUCT LANDSCAPE AND AESTHETIC TREATMENTS	\$2,144,539.61	\$32,660.43	N	N	N	N	N	N								N	Construction at 85%	

EEO=Contract Compliance Clearance  
 LAB=clearance from Materials  
 AB=As-Built

CPPR=Contractors Past Performance  
 LE=Letter of Explanation  
 ATSS=Acceptance Test Summary Sheet

WC=Wage Complaint  
 CA=Contractors Acceptance  
 \* = Internal

N = Need  
 S = Submitted (HQ reviewing)  
 A = Approved

Department of Transportation Construction Contract Closeout Status July 1, 2013																								
Cont. No.	DIST	Crew	Contractor - Resident Engineer		Contract Bid Price	Retent Held	EEO	LAB	AB	CP	PR	LE	AT	WC	Constr. Compl.	Cleanup Finalized	Plant Estab (Exp. Date)	District Accept	Director Accept	Pick Up Comp.	R P U	Comments	Change Orders # Needed	
3520	1	922	LAS VEGAS ELECTRIC - CHRISTIANSEN MICHELLE		\$179,229.18	\$8,981.48	A	A	S	A	N	A			2/8/13		N/A	5/18/13	8/10/13	7/10/13		Construction completed final closeout on 7/10/13		
3523	1	903	NEVADA BARRICADE & SIGN CO. VOIGT MELISSA		\$417,777.77	\$20,888.89	A	A	A	A	N	N			2/8/13			8/4/13	8/12/13		N	Construction at 94.8%		
3527	1	901	LAS VEGAS PAVING CORP. ALPHWAYEK MELISSA		\$1,327,000.00	\$50,000.00	N	N	N	N	N	N									N	Const. @ 90%		
3531	1	903	LAS VEGAS PAVING - VOIGT MELISSA		\$308,500.00	\$15,425.00	A	N	N	N	N	N			5/20/13							N	Construction at 82.2%	
3287	2	911	RHB Williams- Angel ROB		\$14,282,282.00	\$50,000.00	A	A	A	A	A	A			10/23/08			8/27/08	10/6/08	10/3/08		City's resent to Contractor on 7/2/2102. Possib's payoff on 7/17/2013 per Jeff Shapiro		
3292	2	905	FISHER-DURSKI ROB		\$303,393,393.00	\$50,000.00	N	N	N	N	N	N			11/19/12		6/2014				N	Construction at 103.6%	pd on priors #64,68,66,75, are priors. Need 31,76A,78A,79,85	
3327	2	907	RHB-LANI ROB		\$44,988,149.00	\$50,000.00	S	A	A	A	N	A	Y		10/8/09		N	7/21/11	8/23/11		Y	Pickup process has begun. Estimate the end of May to complete.		
3377	2	911	PEEK CONST-ANGEL ROB		\$8,852,748.00	\$50,000.00	N	N	N	N	N	N									N	Pending litigation		
3389 ARRA	2	913	MEADOW VALLEY CONTRACTORS - COCKING DEENA		\$21,860,638.63	\$50,000.00	N	N	N	N	N	N					Y				N	Working on LOA's. Working with contractor to resolve issues.	Played on Prior 10,11, Priors 20&21. Contractor has CO , 11,19, 21. Feds 6,9,22	
3400	2	907	Q&D -LANI MATT		\$7,548,315.70	\$50,000.00	A	A	A	A	N	N			11/30/11		11/30/12	12/10/12	12/21/12		N	Crew is working on Closeout of Project. No request for pickup as of 5/30/2013. Poss pickup request by end of June		
3401	2	913	GRANITE- COCKING ROB / DEENA		\$31,495,495.00	\$50,000.00	N	N	N	N	N	N			9/10/12		4/3/13	4/22/13	5/8/13		N	Crew is working on Closeout of Project. No request for pickup as of 5/30/2013.	Priors #5,32,34,35 contractor has	
3433	2	911	GRANITE CONSTRUCTION CO.- ANGEL DEENA		\$3,881,861.00	\$50,000.00	N	A	N	N	N	N			12/12/12		11/20/15				N	Revised invoices expected from Granite for C O. Pick up pending 3471 close out. Rec'd expt. of outstanding items for lab clearance.	CCO #3 - crew working on	
3438	2	904	MERIT ELECTRIC.-BOGE MATT		\$1,013,782.20	\$50,000.00	A	A	A	A	N	A			11/15/11		N	11/8/12	12/7/12		N	Crew is working on Closeout of Project. No request for pickup as of 5/30/2013.		
3440	2	911	Q&D-ANGEL MATT		\$5,613,054.00	\$50,000.00	N	A	N	N	N	A			10/20/12		10/12/13				N	Crew starting pickup process.		
3458	2	904	MERIT ELECTRIC.-BOGE MATT		\$580,325.48	\$29,816.27	A	A	A	A	A	A			5/8/12		N	11/8/12	12/7/12	8/17/13	Y	Final City's Sent to the Contractor on 6/24/2013. Possible payoff on 7/24/2013		
3485	2	904	SNC - BOGE DEENA		\$8,989,007.00	\$50,000.00	N	A	N	N	N	N			10/4/12	3/27/13	Y				N	AC dkte to repair yet. Need date when hydro-seeding is completed.	CO#1 & 4 are prior	
3471	2	911	Q & D CONSTRUCTION - ANGEL DEENA		\$2,414,238.00	\$50,000.00	N	N	N	N	N	N			8/17/12		10/12/13				N	Repair work and drainage issue.	Address Co #2 (missing)	
3501	2	911	Q & D CONSTRUCTION - ANGEL DEENA		\$5,318,188.00	\$50,000.00	N	N	N	N	N	N					10/12/13				N	Closeout pending closeout of 3471.	Prior # 3	

EEO=Contract Compliance Clearance  
 LAB=clearance from Materials  
 AB=As-Built

CPPR=Contractors Past Performance  
 LE=Letter of Explanation  
 ATSS=Acceptance Test Summary Sheet

WC=Wage Complaint  
 CA=Contractors Acceptance  
 \*= Internal

N = Need  
 S = Submitted (HQ reviewing)  
 A = Approved

Department of Transportation  
 Construction Contract Closeout Status  
 July 1, 2013

Cont. No.	DIST	Crew	Contractor - Resident Engineer		Contract Bid Price	Retent Held	EEO	LAB	AB	CPPR	LE	ATSS	WC	Constr. Compl.	Cleanup Finalized	Plant Estab (Exp. Date)	District. Accept	Director Accept	Pick Up Comp.	R P U	Comments	Change Orders # Needed
3503	2	913	GRANITE DBA DAYTON MATERIALS - COCKING DEENA	SR 443 CLEAR ACRE LN. FROM NORTH OF US 395 TO 7TH MP WA 0.06 TO WA 3.80	\$4,192,192.00	\$50,000.00	A	A	A	A	A	N		11/29/12		1 yr after completion date	1/4/13	1/25/13		N	Crew working on pickup documents. No request for pickup as of 5/30/2013. Started Chem Lab clearance last week. Need revision on final P/R letter	
3505	2	907	GRANITE -LANI DEENA	US 50, LYON COUNTY, CHAVES ROAD TO ROY'S ROAD	\$21,212,121.00	\$50,000.00	N	N	N	N	N	N				Y					Construction at 80.2%	
3510	2	907	SNC-LANI MATT	ON MULTIPLE ROUTES CC, CHURCHILL, LYON & WASHOE COUNTIES	\$1,772,007.00	\$0.00	N	N	N	N	N	N									Construction at 80.4%	
3512	2	907	SNC-LANI MATT	US 95A FR. .13 Miles N. of Jctc. US 50 In Silver Springs to the Truckee River Canal.	\$886,007.00	\$44,300.35	N	N	N	N	N	N		4/25/13	6/14/13					N	Crew is working on Closeout of Project. No request for pickup as of 5/30/2013.	
3515	2	904	GRANITE - BOGE DEENA	ALCORN RD., CHURCHILL CO. AT V-LINE CANAL.	\$384,384.00	\$19,219.20	N	N	N	N	N	N		5/3/13		N				N	Construction at 100.2%	
3518	2	913	GRANITE- COCKING MATT	On I-580 on the Moans Interchange	\$6,976,978.01	\$50,000.00	N	N	N	N	N	N		2/19/13		2/19/14				N	Construction at 98.3%	
3407	3	908	PEEK CONST- RUPINSKI ROB	US 93 AT HD SUMMIT	\$3,158,345.49	\$50,000.00	A	S	S	S	S	S		11/19/10			7/18/11	9/23/11		Y	Pending Litigation	pd on prior #4,8,7,8 Shapiro has CO's
3435	3	908	RHB (AGGREGATE INDUSTRIES)- RUPINSKI DEENA	I-80 FROM 0.28 MILES EAST OF THE HALLECK/RUBY VALLEY INTERCHANGE TO 0.80 MI EAST OF THE GREY'S CREEK GRADE SEPARATION	\$33,899,999.00	\$50,000.00	N	A	N	S	N	A		11/21/12	3/21/12	N				N	Has Partial Dist. Accept. Remedial work on ramp. Working on punchlist items.	
3450	3	912	STAKER & PARSON-SIMMONS MATT	I-80 FROM 3.63 MILES WEST OF THE HUNTER INTERCHANGE TO 0.40 MILES WEST OF WEST ELKO INTERCHANGE	\$7,684,054.52	-\$50,000.00	A	A	A	A	A	A		9/15/2012	10/1/12	N	11/1/12	12/7/12	5/6/13	Y	Final Payoff 7/10/2013	
3451	3	ATKINS	RHB - JORDY DEENA	US 50 FROM 3.38 MI. OF HICKSON SUMMIT TO THE LANDER / EUREKA COUNTY LINE	\$10,799,999.00	\$50,000.00	N	A	A	S	A	A		1/24/12		1/25/14			11/5/12		Will need final pr letter and accept following Plant Estab period to begin Dir. Accept. and complete closeout.	
3456	3	918	RHB-BOGGS MATT	US 93 SCHELLBOURNE REST AREA	\$1,832,222.00	\$50,000.00	S	A	A	S	A	A		1/15/13		5/27/13			2/28/13	Y	Contract 3267 possible closing on 7/17/2013. This contract to close at same time. Field Pickup completed on Cont 2/28/2013. No District Acceptance for Contract.	
3486	3	912	O & D- SIMMONS MATT	ON I-80 AT THE WEST CARLIN INTERCHANGE AND ON SR 786 AT THE CENTRAL CARLIN INTERCHANGE	\$7,283,806.50	\$50,000.00	N	A	N	S	N	N								N	Construction at 97.6%. No pickup request as of 5/30/2013	
3521	3	983	PAR ELECTRIC - RATLIFF DEENA	MULTIPLE INTERSECTIONS	\$294,830.00	\$14,741.50	A	A	A	A	A	S		4/19/13		N	5/14/13	6/12/13			Construction at 100.8%	

EEO=Contract Compliance Clearance  
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WC=Wage Complaint  
 CA=Contractors Acceptance  
 \*= Internal

### Upcoming NDOT Construction Projects

County	Location & Description	Contract Range and Cost
<b>Jul-13</b>		
WA	<p><b>Location:</b> I 580: PLUMB LN S/B ON-RAMP &amp; VILLANOVA S/B OFF-RAMP; GLENDALE INTG S/B ON &amp; OFF RAMP; MILL ST INTG S/B ON &amp; OFF RAMP; MP WA 22.52 - WA 25.73 US395: PARR/DANDINI INTG ALL RAMP; PANTHER/N VIRGINIA INTG ALL RAMP; GOLDEN VLY INTG N/B OFF-RAMP AND S/B ON &amp; OFF RAMP; MP WA 28.50 - 31.23</p> <p><b>Description:</b> GRIND 3" OF EXISTING PAVEMENT AND REPLACE WITH 3" OF ASPHALT PAVEMENT WITH STRIPING REPLACEMENT</p>	<p>R20</p> <p>\$1,850,000.01 to \$2,200,000</p>
<b>Aug-13</b>		
EL	<p><b>Location:</b> SR 227 FM IDAHO ST TO 0.15 MI SO OF JIGGS RD, EL 0.00 TO 6.60; SR 535 FM THE SO</p> <p><b>Description:</b> 2" MILL, 2" PBS WITH DPEN-GRADE AND 3 3/4" MILL, 1" STRESS RELIEF COURSE, 2" PBS WITH OPEN-GRADE</p>	<p>R32</p> <p>\$16,500,000.01 to \$20,000,000</p>
XS	<p><b>Location:</b> VARIOUS INTERSECTIONS THROUGHOUT DISTRICT 2.</p> <p><b>Description:</b> INSTALL INTERSECTION SAFETY IMPROVEMENTS INCLUDING SOLAR FLASHING STOP BEACONS, TRAVERSE RUMBLE STRIPS AND ADVANCE STOP AHEAD SIGNS</p>	<p>R12</p> <p>\$430,000.01 to \$515,000</p>
CL	<p><b>Location:</b> US 95 FROM ANN ROAD TO DURANGO DR. MP CL 86.75 TO CL 89.92. PACKAGE 2A</p> <p><b>Description:</b> WIDEN FROM 6 TO 8 LANES; ADD AUXILIARY LANES AND HOV LANE.</p>	<p>R37</p> <p>\$41,000,000.01 to \$49,000,000</p>
<b>Sep-13</b>		
EL	<p><b>Location:</b> US 93 CURRIE TO JCT 232 CLOVER VALLEY RD. MP EL 11.00 TO EL 54.56. EXCEPTING OUT MP EL 15.50 TO EL 30.90 AND MP EL 42.00 to el 43.00. PACKAGE 2</p> <p><b>Description:</b> ADD 6' SHOULDERS, ADD PASSING LANES, FLATTEN SLOPES, AND EXTEND DRAINAGE FACILITIES.</p>	<p>R29</p> <p>\$9,550,000.01 to \$11,500,000</p>
<b>Nov-13</b>		
WA	<p><b>Location:</b> SR 431 MT ROSE HWY FROM 0.11 MILES EAST OF THE MT ROSE SUMMIT TO US 395. MP WA 8.174 TO WA 24.413</p> <p><b>Description:</b> 2 1/2" COLD MILL, 2 1/2" PLANTMIX BITUMINOUS SURFACE WITH 1" OPEN-GRADED WEARING COURSE</p>	<p>R30</p> <p>\$11,500,000.01 to \$13,500,000</p>
HU	<p><b>Location:</b> I 80 FM 0.952 MI WEST OF THE GOLCONDA INTERCHANGE FROM THE CROSSOVER TO 0.894 MI EAST OF THE PUMPERNICKEL VALLEY INTERCHANGE</p> <p><b>Description:</b> 2" MILL AND 2" PBS WITH 3/4 INCH OPEN GRADED WEARING COURSE</p>	<p>R31</p> <p>\$13,500,000.01 to \$16,500,000</p>
EU	<p><b>Location:</b> FR EU 02 NEAR DUNPHY AT THE UPRR AND AT THE HUMBOLDT RIVER. MP EU 2.87, EU 3.84.</p> <p><b>Description:</b> REPLACE SUBSTANDARD OFF-SYSTEM STRUCTURES G-324 AND B-395.</p>	<p>R28</p> <p>\$7,950,000.01 to \$9,550,000</p>
<b>Dec-13</b>		
LY	<p><b>Location:</b> US 50 FROM 0.343 MILES EAST OF DEER RUN ROAD TO THE CC/LY COUNTY LINE; US 50 FROM THE CC/LY COUNTY LINE TO 0.499 MILES EAST OF THE JUNCTION WITH SR 341. MP CC 14.635 TO CC 16.399; MP LY 0.000 TO LY 2.539.</p> <p><b>Description:</b> 2 AND 3/4 INCH MILL AND 2 INCH PLANTMIX BITUMINOUS SURFACE WITH 3/4 INCH OPEN GRADED WEARING COURSE PLUS ISOLATED PATCHING.</p>	<p>R25</p> <p>\$4,600,000.01 to \$5,500,000</p>
<b>Feb-14</b>		
XS	<p><b>Location:</b> SR 318 FROM THE JUNCTION OF US 93 TO THE JUNCTION OF US 6. MP LN 0.00 TO LN 48.83; NY 0.00 TO NY 38.77; AND WP 0.00 TO 22.56</p> <p><b>Description:</b> INSTALL ENHANCED MILEPOST MARKERS, CURVE DELINEATION, AND CENTERLINE RUMBLE</p>	<p>R3</p> <p>\$50,000.01 to \$100,000</p>
<b>Apr-14</b>		
WA	<p><b>Location:</b> I 580 FROM MOANA LANE TO THE TRUCKEE RIVER. MP WA 22.563 TO WA 25.250. I 580 AT AIRPORT RAMPS IN WASHOE CDUNTY. MP WA 23.36 &amp; WA 23.57</p> <p><b>Description:</b> CRACK SEALING, SPALL REPAIR, AND DIAMOND GRINDING. RECONSTRUCT SOUTHBOUND FROM GLENDALE TO THE TRUCKEE RIVER GRADE SEPARATION. SEISMIC RETROFIT AND REHABILITATION OF STRUCTURES I-1773 (WA 23.57) AND I-1774 (WA 23.36)</p>	<p>R33</p> <p>\$20,000,000.01 to \$23,500,000</p>



# Go Wolf Pack!

## AGC TAILGATE PARTY

**UNR vs. Air Force**  
**Saturday, September 28, 2013**

**The AGC Community Awareness Committee Invites You to a Tailgate Party!**

**When:** 2:30 p.m.- 4:30 p.m., Saturday, September 28, 2013. *Game starts at 4:35 p.m.*

**Where:** Behind the UNR Post Office, near Channel 5 off Virginia Street.



**Price:**

**\$30 per person**  
 (Tailgate Party & UNR Ticket)

**\$10 per person**  
 (Tailgate Party Only)

**Hot Dogs, Chili, Beer, Soda & Fun!!**

Show your support for AGC and our 2013-2014 UNR Wolfpack Team by bringing the whole family to the AGC Tailgate Party & UNR game!

**Company Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Total Persons for Tailgate (only)** \_\_\_\_\_ @ \$10.00

**Total Tickets for Game and Tailgate** \_\_\_\_\_ @ \$30.00

**Total Amount Due \$** \_\_\_\_\_

**Please fax this form to 775-329-6575, or email form to [melissad@nevadaagc.org](mailto:melissad@nevadaagc.org).**

**Payment:**

Make check payable to Nevada Chapter AGC and send your form in no later than Monday, September 23 to:

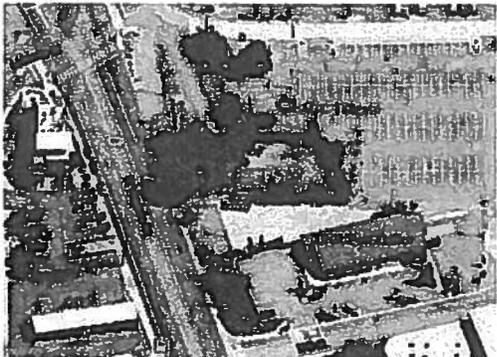
**Nevada Chapter AGC**  
 P.O. Box 7578  
 Reno, NV 89510

**Email:** [melissad@nevadaagc.org](mailto:melissad@nevadaagc.org)

**Phone:** 775-329-6111

**Fax:** 775-329-6575

AGC recommends that you park on the shoulder at the corner of North Virginia St. and McCarran Blvd. From there you will head south down North Virginia St. and make a left into the driveway between the UNR Post Office and Channel 5. If you have any problems finding our tailgate location on the day of the event please contact Melissa Duvall on her cell phone at 771-6180.





## **Nevada Chapter AGC**

*" Building a Better Nevada "*

### **New 2013-2014 Leadership Series**

**Jeffrey Benjamin, Breakthrough Training**

[www.breakthroughtraining.com](http://www.breakthroughtraining.com)

**Don't miss an opportunity to make a wise investment in your company's future leaders. Class size is limited to 24 participants.**

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The series is designed to be an educational experience that rewards your company, your employees, and the construction industry.

Participants will develop strong leadership skills and techniques, better understand the roles AGC plays in the construction industry, and how AGC services benefit their companies.

- Enrollment:** Open to rising professionals who are employed and nominated by an AGC member firm or the owner/principal of a member firm.
- Timeline:** The series begins November 2013, and continues through February 2014. Graduation is planned for February at the Annual Nevada AGC President's Lunch.
- Scheduling:** Typically, classes will begin at 3:00 p.m. Scheduling is planned to minimize the impact on employers, allowing for approximately 50% of class time from employers and 50% from employees.
- Cost:** Only \$650.00 per participant, which covers all program costs. Additional registrants from the same company will be \$550.00.
- Deadline:** **CLASS SIZE IS LIMITED TO 24 PARTICIPANTS.** Applications are due to AGC by Friday, November 1, 2013.
- Application:** Complete and return the enrollment form on page two.
- Information:** Call 775-329-6116 or email: [melindae@nevadaagc.org](mailto:melindae@nevadaagc.org).

**Nevada Chapter AGC**  
**New 2013-2014 Leadership Series Enrollment Application**



Participant Contact Information		
Name		
	First	Last
Mailing Address		
	Street or P.O. Box	City, State, Zip
Phone	email	# Years in Nevada
AGC Sponsoring Member Information		
Company Name		
Supervisor's Name		
Phone	email	fax
Participant Educational Background		
School/College	Dates	Certification/Degree
Professional Career History		
Employer	Location	Job Title
Areas of Responsibility		
At Your Current Job		
Professional Goals and Achievements		
Your Career Goals		
Your Most Significant Work Contribution or Achievement		
Professional Memberships, Volunteer Work, Charities		

**Fax Enrollment to AGC: 775-329-6575 Before Friday, November 1, 2013**

<b>Cost</b>	<b>\$650.00 per Participant for a limited time only.</b>
<b>Payment</b>	<b>AGC Member Firms will be Billed for Payment in Full</b>
<b>Participant Signature</b>	
<b>AGC Member Firm Signature</b>	

**AGC's 2013-2014 Leaderships Series**

*"Fostering future leaders of the construction industry through personal and professional development, while promoting a positive image of the industry in the workplace and the community."*

**Nevada Chapter AGC  
New 2013-2014 Leadership Series**



<p><b>MODULE 1</b> Wednesday, 11/13/2013 3PM TO 7PM INTRODUCTION TO AGC LEADERSHIP</p>	<p>This module will introduce members to the various aspects of leadership. The purpose is to develop a broader understanding of leadership and its applications and implications to personal and professional life. The program focus is on understanding the different personality types and how to best work with, and to best lead, others.</p> <p><b>EXPECTATIONS:</b></p> <ul style="list-style-type: none"> <li>• Develop a clearer understanding of what leadership is and what it is not.</li> <li>• Practice the fundamentals of leadership.</li> <li>• Gain an understanding of your dominant communication style.</li> <li>• Create a greater familiarity among members of the Leadership Series.</li> </ul>
<p><b>MODULE 2</b> Wednesday, 11/20/2013 3PM TO 7PM LEADERSHIP &amp; PERSONAL DEVELOPMENT</p>	<p>This module will continue to advance the practice of leadership and delve deeper into the different personality types and how to effectively deal with individual preferences. The program will also focus on setting goals to improve personal and professional effectiveness.</p> <p><b>EXPECTATIONS:</b></p> <ul style="list-style-type: none"> <li>• Understand and practice a proven process of achievement.</li> <li>• Maximize your leadership effectiveness by understanding who you are working with.</li> <li>• Create personal and professional goals to motivate and improve performance.</li> <li>• Continue to strengthen the relations among members of the Leadership Series.</li> </ul>
<p><b>MODULE 3</b> Wednesday, 12/04/2013 6AM TO 10AM EDUCATION SYSTEMS</p>	<p>This module gives greater insight on the importance of education. The program focus will be on how to positively affect the reach of education as a vital way to enhance your personal life, your company and your community. <i>This module will be held at ACE Charter High School.</i></p> <p><b>EXPECTATIONS:</b></p> <ul style="list-style-type: none"> <li>• Learn about the educational system.</li> <li>• Interface with ACE Charter School and how it works.</li> <li>• Knowing the responsibilities of citizens to the educational system.</li> <li>• Understanding of how the ACE educational system is run.</li> </ul>
<p><b>MODULE 4</b> Thursday, 12/18/2013 3PM TO 7PM MASTERING YOUR COMMUNICATION</p>	<p>This module provides participants with the essential tools to communicate effectively with other people. The program focus is on practicing positive communication habits that propel participants along the path to career success and personal achievement.</p> <p><b>EXPECTATIONS:</b></p> <ul style="list-style-type: none"> <li>• Practice vital listening strategies that dramatically improve communication.</li> <li>• Improve your interpersonal communication to establish immediate rapport.</li> <li>• Communicate skillfully and confidently with other people.</li> <li>• Communicate in a clear and organized manner to create mutual understanding.</li> </ul>
<p><b>MODULE 5</b> Wednesday, 01/8/2014 3PM TO 7PM THE UNLIMITED POWER OF TEAMWORK</p>	<p>This module helps strongly unite team members to reach common goals through a greater awareness of how each member contributes to the success or failure of the team. The program focus is on practicing the essentials of successful teamwork. The program is guaranteed to challenge team members to examine strengths and opportunities for growth, while appreciating the diversity of each member of the team.</p> <p><b>EXPECTATIONS:</b></p> <ul style="list-style-type: none"> <li>• Strengthen cohesiveness and cooperation among team members.</li> <li>• Win the support and committed involvement needed to achieve goals.</li> <li>• Increase the awareness of team member's unique contribution.</li> <li>• Increase proficiency of team communications skills.</li> <li>• Create a "can-do" encouraging spirit that uplifts all team members of the Leadership Series.</li> </ul>

**Nevada Chapter AGC  
New 2013-2014 Leadership Series**



<p><b>MODULE 6</b> Wednesday, 01/22/2014 3PM TO 7PM <b>PRODUCTIVE MEDIA INTERACTION</b></p>	<p>This module gives a thorough understanding of how to get your message out through the various media sources. The program focus is to help participants have a greater media impact on their business and community efficacy.</p> <p><b>EXPECTATIONS:</b></p> <ul style="list-style-type: none"> <li>• Dealing effectively with TV, Print, Radio &amp; the Internet.</li> <li>• How to deal with during a crisis.</li> <li>• What to say to the media to promote your position.</li> <li>• Ways to get the media to share your story with the public.</li> </ul>
<p><b>MODULE 7</b> Wednesday, 02/05/2014 7AM TO 11AM <b>GOVERNMENT AFFAIRS &amp; INTERACTION</b></p>	<p>This module educates participants on the functions of government and how it impacts our daily lives. The focus is on understanding the various processes of government and how to effectively interact with it.</p> <p><b>EXPECTATIONS:</b></p> <ul style="list-style-type: none"> <li>• Understand how city/county government works &amp; how it affects you as a citizen.</li> <li>• Increase awareness of proposed changes before they happen and how to get involved.</li> <li>• Recognize the different roles between City Manager and elected officials.</li> <li>• Get to know your elected officials and what they do for you.</li> </ul>
<p><b>MODULE 8</b> Wednesday, 02/12/2014 11AM TO 1PM <b>LEADERSHIP REPORT LUNCHEON</b></p>	<p>This module allows leadership participants to articulate benefits received by giving a report on their AGC experience.</p> <p><b>EXPECTATIONS:</b></p> <ul style="list-style-type: none"> <li>• What have you learned from your AGC experience?</li> <li>• What result have you gained from your AGC experience?</li> <li>• What part of the AGC program was most valuable to you?</li> <li>• What do you plan to implement as a result of your AGC experience?</li> </ul>
<p><b>MODULE 9</b> Friday, 02/28/2014 11AM TO 1PM <b>HONORS CEREMONY LUNCHEON</b></p>	<p>AGC membership luncheon with professional speaker. Graduates received recognition and graduation plaques.</p>

**Testimonials From Graduates**

*"I wish I would have taken the AGC Leadership Program several years ago. The program has helped me improve both my professional and personal life in many ways. I also enjoyed the networking and learned a lot more about what AGC has to offer." Brian Barger, Pape' Machinery, 2006 Graduate.*

*"I did not know what to expect. I had no idea AGC did so much. This program was very educational and interesting. I would recommend it to anybody that is interested in becoming a better communicator and leader." Shane Woods, PAR Electrical Contractors, 2008 Graduate*

*"This was a very informative program and well worth the time. The AGC Leadership program is an excellent way to learn more about AGC and yourself." Patrick Rucker, Granite Construction, 2001 Graduate*

*"This program changed my personal and professional life for the better in many ways. This was a great investment for my company and my time. Jason Carl, Basalite Concrete Products, 2009 Graduate*

**Participants are expected to attend all modules in order to graduate.**



N = Need  
 S = Submitted (HQ reviewing)  
 A = Approved

Department of Transportation  
 Construction Contract Closeout Status  
 July 25, 2013

Cont. No.	DIST	Crew	Contractor - Resident Engineer		Contract Bid Price	Retent Held	EEO	LAB	AB	CP	LE	ATSS	WC	Constr. Compl.	Cleanup Finalized	Plant Estab (Exp. Date)	District Accept	Director Accept	Pick Up Comp.	RPU	Comments	Change Orders # Needed
3290	1	906	FREHNER-PETRENKO MICHELLE		\$61,242,038.90	\$50,000.00	A	A	A	A	A	A		7/11/08	7/15/10	N/A	2/11/09	2/19/09	10/18/10	Y	Contract will be closed at the same time frame as 3361. Sent closeout items to Rob per Jeff on 7/10/12.	
3361	1	922	SNP-CHRISTIANSEN MICHELLE	ON SR 146, ROSE PARKWAY IN HENDERSON, PHASE 2B, FROM GILLESPIE ST TO SEVEN HILLS DR/SPENCER AVE & CORONADO CENTER	\$6,583,366.05	\$50,000.00	A	A	A	A	N	A		3/5/10		N	10/26/11	2/7/13	7/9/13		Processing Final qty's before sending out to contractor.	
3392	1	922	WILLIAMS BROS. - CHRISTIANSEN MICHELLE	VARIOUS INTERSECTIONS IN THE CITY OF LAS VEGAS AND VARIOUS INTERSECTIONS IN CLARK COUNTY.	\$944,304.33	\$47,215.22	A	A	A	A	A	A		9/29/11	11/1/2011	N/A	3/6/12	4/2/12	6/22/12		Pending Litigation	
3397 ARRA	1	916	FISHER-RUGULEISKI MELISSA	ON I-15 FROM THE CALIFORNIA/NEVADA STATE LINE TO MILEPOST 16.35	\$7,333,333.33	\$50,000.00	A	A	A	A	A	N		12/23/10		N	4/23/12	5/21/12	7/8/13		Crew Needs to Submit ATSS before qty's sent to contractor.	
3409	1	926	CAPRIATTI - SULAHRIA (asst RE) MELISSA	US 95 FROM RAINBOW/SUMMERLIN INTERCHG. TO RANCHO/ANN RD. & DURANGO DR. (PKG. 1)	\$68,761,909.90	\$50,000.00	N	N	N	N	N	N	Y	12/1/12	2/15/13	12/16/13				N	Partial relief was granted by Dist I on 2-12-13. Jeff addressing claims.	Address CO#9, &12. Paid on prior #11.
3421	1	916	LAS VEGAS PAVING -RUGULEISKI MELISSA	ON US 95AT SUMMERLIN PARKWAY	\$26,080,589.00	\$50,000.00	N	N	N	N	N	N		8/10/12						Y	HQ working with crew on closeout. Crew submitted all but a few books, may have addtl pmt.	
3442	1	901	ROAD & HIGHWAY-ALHWAYEK MICHELLE	US 95 FROM 3.131 MILES NORTH OF CHINA WASH TO 0.796 MILES SOUTH OF DRY WASH.	\$10,171,171.00	\$50,000.00	A	A	S	A	A	A		11/22/11			1/9/12	11/6/12		Y	HQ is working on closeout.	
3445	1	922	LVP -CHRISTIANSEN MELISSA	US -95/I-515 OVER FLAMINGO ROAD INTERCHANGE	\$3,416,804.05	\$50,000.00	A	A	A	A	A	A		1/17/12	7/12/12	N/A	7/17/12	3/5/13	6/12/13		Final Qty's sent to Contractor on 7/3/2013. Possible Payoff on 8/3/2013 Crew working on comments in books from Const.; priority is closing out 3442. Final P/R letter needs revision. Certs needed. Processing CPPR.	
3453	1	901	FISHER-ALHWAYEK MELISSA	ON US 93 FROM BUCHANAN TO HOOVER INTERCHANGE.	\$15,858,585.85	\$50,000.00	S	A	N	S	A	A		11/19/12			12/5/12	1/23/13		N	RE to resubmit Letter of Explanation. Contractor disputing qty's RE working on issue Cont has Title 6 complaint against it. Resent Qty's to Contractor 7/2/2013 per Jeff Shapiro	
3454	1	916	FISHER-RUGULEISKI MICHELLE	ON I-15 FROM TROPICANA AVENUE TO US 95 ( SPAGHETTI BOWL)	\$5,995,000.00	\$50,000.00	S	A	A	A	N	A	Y	3/23/12			4/20/12	5/21/12	9/4/12		Final Qty's sent to Contractor on 7/3/2013. Possible Payoff on 8/3/2013 Crew working on comments in books from Const.; priority is closing out 3442. Final P/R letter needs revision. Certs needed. Processing CPPR.	
3466	1	922	AGGREGATE INDUSTRIES - CHRISTIANSEN MICHELLE	ON I-15 FROM THE SPEEDWAY / HOLLYWOOD INTERCHANGE TO 0.103 MILES NORTH OF THE DRY LAKES REST AREA	\$18,006,000.00	\$50,000.00	N	A	N	A	N	A	Y	1/16/13	4/15/13?	N/A	1/24/2013	2/13/2013		N	No pickup request to date.	
3472	1	922	LAS VEGAS ELECTRIC.-CHRISTIANSEN MICHELLE	ON MUTIPLE INTERSECTIONS IN DIST. 1 CLARK COUNTY	\$3,393,786.20	\$50,000.00	A	A	S	A	N	A		11/30/12	2/5/13	N/A	1/24/13	4/18/13		Y	HQ is working on closeout.	
3474	1	906	LAS VEGAS ELECTRIC.-PETRENKO MICHELLE	ON US 93 FROM RAILROAD PASS CROSSING TO THE I-215 / I-515 INTERCHANGE IN HENDERSON	\$6,647,492.75	\$50,000.00	N	N	N	N	N	N		4/10/13			7/18/13			N	Construction nearing completion.	
3480	1	902	AGGREGATE INDUSTRIES - YOUSUF MICHELLE	ON SR. 372 FROM THE CALIF / NEV. STATE LINE TO SR. 160 AND ON ST. RT 160 1.317 MI N. OF CLARK / NYE COUNTY LINE TO MI POST NY - 9.954	\$8,175,000.00	\$50,000.00	A	A	A	A	A	A		11/9/12			12/7/12	12/21/12	5/29/13		Final Qty's sent to Contractor on 6/5/2013. Possible Payoff on 7/8/2013. Contractor received Qty's late, asked for time to review.	
3481	1	901	AGGREGATE INDUSTRIES ALHWAYEK MELISSA	ON US 95 FROM 1.47 MI SOUTH OF THE AMAGOSA RIVER TO 6.46 MI NORTH OF THE TRAILING EDGE OF B-636	\$850,000.00	\$50,000.00	S	A	N	A	N	A	Y	10/29/12			5/23/13	6/12/13			Awaiting for crew to send in outstanding submittals.	
3504	1	906	AGGREGATE INDUSTRIES PETRENKO MICHELLE	COLD MILL AND PLANTMIX WITH OPEN GRADE AND BRIDGE REHAB ON I707N, I711N, I713N, G662 NORTH AND SOUTH	\$14,200,000.00	\$50,000.00	A	N	N	N	N	N		12/6/12			1/7/13	1/10/13		N	No request to date. Crew working on books for closeout.	
3519	1	915	LAS VEGAS PAVING CORP STRGNAC MELISSA	I-515 AT THE INTERCHANGE OF FLAMINGO RD. CONSTRUCT LANDSCAPE AND AESTHETIC TREATMENTS	\$2,144,539.61	\$32,660.43	N	N	N	N	N	N								N	Construction at 85%	

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Department of Transportation  
 Construction Contract Closeout Status  
 July 25, 2013

Cont. No.	DIST	Crew	Contractor - Resident Engineer		Contract Bid Price	Retent Held	EEO	LAB	AB	CP	PR	LE	ATSS	WC	Constr. Compl.	Cleanup Finalized	Plant Estab (Exp. Date)	District Accept	Director Accept	Pick Up Comp.	RPU	Comments	Change Orders # Needed
3520	1	922	LAS VEGAS ELECTRIC.-CHRISTIANSEN MICHELLE	SIGNAL MODIFICATIONS ON MUTIPLE INTERSECTIONS IN DIST. 1 CITY OF MESQUITE PACKAGE 1	\$179,229.18	\$8,961.46	A	A	A	A	A	A	A		2/8/13		N/A	5/16/13	6/10/13	7/10/13		Final Qty's sent to Contractor on 7/18/2013, Possible Payoff on 8/19/2013	
3523	1	903	NEVADA BARRICADE & SIGN CO.-VOIGT MELISSA	INSTALL INTERSECTION SAFETY IMPROVEMENTS @ VARIOUS INTERSECTIONS IN DIST. I	\$417,777.77	\$20,888.89	A	A	A	A	N	A			2/9/13			6/4/13	6/12/13		Y	Closeout has been requested. In que for closeout.	
3527	1	901	LAS VEGAS PAVING CORP. ALHWAYEK MELISSA	INSTALL TEMP. & PERM. TORTOISE FENCE AROUND PERIMETER OF BOULDER CITY BYPASS & PLANT SALVAGING	\$1,327,000.00	\$50,000.00	N	N	N	N	N	N									N	Construction at 95%	
3531	1	903	LAS VEGAS PAVING - VOIGT MELISSA	REMOVE AND REPLACE EXPANSION JOINTS ON I-15	\$308,500.00	\$15,425.00	A	N	N	N	N	N			5/20/13						N	Closeout request and final payment pending resolution of CCO.	
3292	2	905	FISHER-DURSKI ROB	FROM 395 S. OF BOWERS MANSION CUTOFF NORTH TO MOUNT ROSE HWY.	\$393,393,393.00	\$50,000.00	N	N	N	N	N	N			11/19/12		6/2014				N	Construction at 103.8%	pd on priors #64&69. .66,75, are priors. Need 31,76A,78A,79,85
3327	2	907	RHB-LANI ROB	US 395, CARSON CITY FREEWAY FROM FAIRVIEW DR. TO US 50 E.-PHASE 2	\$44,968,149.00	\$50,000.00	S	A	A	A	N	A	Y		10/8/09		N	7/21/11	8/23/11		Y	Wage Complaint hearing end July 2013. HQ working with crew on closeout.	
3377*	2	911	PEEK CONST.-ANGEL ROB	SR 207, KINGSBURY GRADE, FROM THE JUNCTION WITH HIGHWAY 50 TO THE SUMMIT AT DAGGETT PASS	\$6,852,746.00	\$50,000.00	N	N	N	N	N	N									N	Pending litigation	
3389 ARRA	2	913	MEADOW VALLEY CONTRACTORS - COCKING DEENA	ON I-580 AT MEADOWOOD MALL EXCHANGE	\$21,860,638.63	\$50,000.00	N	N	N	N	N	N					Y				N	Working on LOA's. Working with contractor to resolve issues. Construction ongoing.	Payed on Prior 10,11. Priors 20&21. Contractor has CO , 11,19, 21. Feds 6,9,22
3400	2	907	Q&D -LANI MATT	ON US 395, THE CARSON CITY FREEWAY, FROM CLEARVIEW DRIVE TO FAIRVIEW DRIVE. PACKAGE 2B-1.	\$7,548,315.70	\$50,000.00	A	A	A	A	N	N			11/30/11		11/30/12	12/10/12	12/21/12		N	Crew is preparing contract to request closeout.	
3401	2	913	GRANITE- COCKING ROB / DEENA	ON 395 FROM MOANA TO I 80	\$31,495,495.00	\$50,000.00	N	N	N	N	N	N			9/10/12		4/3/13	4/22/13	5/9/13		N	Crew is preparing contract to request closeout. Anticipate request early August 2013.	Priors #5,32,34 35 contractor has
3433	2	911	GRANITE CONSTRUCTION CO.-ANGEL DEENA	ON US 50, FROM CAVE ROCK TO SR 28	\$3,661,661.00	\$50,000.00	N	A	N	N	N	N			12/12/12		11/20/15				N	Revised invoices expected from Granite for C.O. Pick up pending 3471 close out. Rec'd expl. of outstanding items for lab clearance.	CCO #3 - crew working on
3438	2	904	MERIT ELECTRIC.-BOGE MATT	MULTIPLE INTERSECTIONS THROUGH OUT DISTRICT II	\$1,013,762.20	\$50,000.00	A	A	A	A	A	A			11/15/11		N	11/6/12	12/7/12		Y	HQ is working on closeout.	
3440	2	911	Q&D-ANGEL MATT	ON SR 28 FROM JUNCTION WITH ST 432 TO CALIFORNIA/NEVADA STATE LINE	\$5,613,054.00	\$50,000.00	N	A	N	N	N	A			10/20/12		10/12/13				N	Crew is preparing contract to request closeout. Anticipate request July 2013.	
3465	2	904	SNC - BOGE DEENA	SR 341 VIRGINIA CITY FROM STOREY/WASHOE CO. LINE TO THE JUNCTION OF TOLL RD. & SR 341 VIRGINIA CITY FROM .02 MILES S. D ST.	\$6,969,007.00	\$50,000.00	N	A	N	N	N	N			10/4/12	3/27/13	Y				N	Crew is preparing contract to request closeout. Anticipate request Nov 2013, pending completion of hydroseeding.	CO#1 & 4 are prior
3471	2	911	Q & D CONSTRUCTION - ANGEL DEENA	SR 28 AT THE INTERSECTION OF MT. ROSE HWY & SR 431	\$2,414,236.00	\$50,000.00	N	N	N	N	N	N			8/17/12		10/12/13				N	Crew is preparing contract to request closeout. Request pending completion of hydroseeding.	Address Co #2 (missing)
3501	2	911	Q & D CONSTRUCTION - ANGEL DEENA	ON SR 431, MT. ROSE HWY, FROM THE JUNCTION WITH SR 28 TO INCLINE LAKE RD.	\$5,318,188.00	\$50,000.00	N	N	N	N	N	N					10/12/13				N	Closeout pending closeout of 3471.	Prior # 3

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Department of Transportation Construction Contract Closeout Status July 25, 2013																							
Cont. No.	DIST	Crew	Contractor - Resident Engineer	Contract Bid Price	Retent Held	EEO	LAB	AB	CP	LE	ATSS	WC	Constr. Compl.	Cleanup Finalized	Plant Estab (Exp. Date)	District Accept	Director Accept	Pick Up Comp.	RPU	Comments	Change Orders # Needed		
3503	2	913	GRANITE DBA DAYTON MATERIALS - COCKING DEENA	SR 443 CLEAR ACRE LN. FROM NORTH OF US 395 TO 7TH MP WA 0.06 TO WA 3.60	\$4,192,192.00	\$50,000.00	A	A	A	A	A	N			1 yr after completion date	1/4/13	1/25/13		N	Crew is preparing contract to request closeout. Started Chem Lab clearance last week. Need revision on final P/R letter			
3505	2	907	GRANITE -LANI DEENA	US 50, LYON COUNTY, CHAVES ROAD TO ROY'S ROAD	\$21,212,121.00	\$50,000.00	N	N	N	N	N				Y					Construction at 80%			
3510	2	907	SNC-LANI MATT	ON MUTIPLE ROUTES CC, CHURCHILL, LYON & WASHOE COUNTIES	\$1,772,007.00	\$0.00	N	N	N	N	N									Construction at 60%			
3512	2	907	SNC-LANI MATT	US 95A FR. .13 Miles N. of Jntc. US 50 in Silver Springs to the Truckee River Canal.	\$886,007.00	\$44,300.35	N	N	N	N	N		4/25/13	6/14/13		7/8/13	7/22/13		N	Crew is preparing contract to request closeout.			
3515	2	904	GRANITE - BOGE DEENA	ALCORN RD., CHURCHILL CO, AT V-LINE CANAL	\$384,384.00	\$19,219.20	N	N	N	N	N		5/3/13		N				N	Construction at 100%			
3518	2	913	GRANITE- COCKING MATT	On I-580 on the Moana Interchange	\$6,978,978.01	\$50,000.00	N	N	N	S	N		2/19/13		2/19/14				N	Construction at 98%.			
3407	3	908	PEEK CONST- RUPINSKI ROB	US 93 AT HD SUMMIT	\$3,156,345.49	\$50,000.00	A	S	S	S	S		11/19/10			7/18/11	9/23/11		Y	Pending Litigation	pd on prior #4,6,7,8 Shapiro has CO's		
3435	3	908	RHB (AGGREGATE INDUSTRIES)- RUPINSKI DEENA	I-80 FROM 0.26 MILES EAST OF THE HALLECK/RUBY VALLEY INTERCHANGE TO 0.60 MI EAST OF THE GREY'S CREEK GRADE SEPARATION	\$33,699,999.00	\$50,000.00	N	A	N	S	N	A	11/21/12	3/21/12	N				N	Has Partial Dist. Acptc. Remedial work on ramp. Working on punchlist items.			
3451	3	ATKINS	RHB - JORDY DEENA	US 50 FROM 3.38 MI. OF HICKSON SUMMIT TO THE LANDER / EUREKA COUNTY LINE .	\$10,799,999.00	\$50,000.00	N	A	A	S	A	A	1/24/12		1/25/14					11/5/12	Will need final p/r letter and acct following Plant Estab period to begin Dir. Acct. and complete closeout.		
3456	3	918	RHB-BOGGS MATT	US 93 SCHELLBOURNE REST AREA	\$1,832,222.00	\$50,000.00	S	A	A	S	A	A	1/15/13		5/27/13					2/28/13	Y	Field Pickup completed on Cont 2/28/2013. Close at same time frame as 3267. Cont 3267 Payoff was 7/17/2013. No District Acceptance for Contract as 7/23/2013.	
3468	3	912	Q & D- SIMMONS MATT	ON I-80 AT THE WEST CARLIN INTERCHANGE AND ON SR 766 AT THE CENTRAL CARLIN INTERCHANGE	\$7,263,806.50	\$50,000.00	N	A	N	S	N	N								N	Crew is preparing contract to request closeout. Anticipate request early August 2013.		
3513	3	Mason/Harris	SNC -Mason/Harris DEENA	ON SR 306FM .48 MN OF LANDER/ EUREKA COUNTY LINE TO S. OF BEOWAWE	\$7,477,007.00	\$50,000.00	N	N	N	N	N									N	Construction at 85%		
3521	3	963	PAR ELECTRIC - RATLIFF DEENA	MULTIPLE INTERSECTIONS	\$294,830.00	\$14,741.50	A	A	A	A	A		4/19/13		N	5/14/13	6/12/13		Y	Construction at 100%			

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State of Nevada  
Department of Transportation  
Construction Division

**District 1 - Construction Contract Closeout Monthly Meeting Minutes**

July 2, 2013

Construction Admin Section w/ Conference Call – 9 a.m.

**Attendees:**

Sami Alhwayek, Resident Engineer, Crew 901	Jeff Shapiro, Construction Engineer
Don Christiansen, Resident Engineer, Crew 922	Sharon Foerschler, Asst Construction Engineer
Sara Jewell, Office Person, Crew 916	Cecilia Whited, Const Admin Supervisor, HQ
Wes Clyde, Lab, HQ	Melissa Sharp, Const Admin Section, LV
Pat Torvinen, Contract Compliance, HQ	Michelle Thung, Const Admin Section, LV
Vickie Coll, Contract Compliance, HQ	Rob Liebherr, Const Admin Section, HQ
Megan Sizelove, Consultant PM, HQ	Alma Piceno-Ramirez, Const Admin Section, HQ
Matt Goodson, Const Admin Section, HQ	Deena Rose, Const Admin Section, HQ

*\*\*For the RE's not in attendance the notes may still reflect what was discussed during previous meetings.*

**Crew/Contract (Construction Completion Date):**

**Crew 901 – Sami Alhwayek**

- 3442 (11/22/11) – HQ (Michelle) is working on contract closeout and with crew on items.
- 3453 (6/29/12) – Anticipate request for pickup in mid-May. Contract Compliance working with crew/contractor on EEO clearance. Outstanding items include EEO, AB, and LE.
- 3481 (10/29/12) – Crew preparing to request final pickup. Outstanding items include AB and LE. Wage complaint.
- 3527 – Construction ongoing.

**Crew 902 – Sami Yousuf**

- 3480(11/9/12) – Closeout complete. Final quantities sent to Contractor on 6/5/13. Anticipate payoff mid July.
- 3500(11/14/12) – Closeout complete. Final quantities sent to Contractor on 6/17/13. Anticipate payoff mid July.

**Crew 903 – Jason Voigt**

- 3523 (2/9/13) – Final pickup has been requested and materials will be dropped off to Construction Division (Melissa) on Monday, July 8<sup>th</sup>.
- 3531 (5/20/13) – Closeout and final payment pending approval of CCO #1.

**Crew 906 – Glenn Petrenko**

- 3290 (7/11/08) – Closeout is complete. Send final quantities to Contractor. Final payment will be held and submitted with Contract 3361.
- 3474(4/10/13) – Crew preparing books for closeout. RE will request District Acceptance. Outstanding items include: EEO, Lab, AB, CPPR, LE and ATSS.

These minutes are based on my interpretation of what was discussed during the meeting. If your notes vary please contact me to discuss. Megan Sizelove - (775) 888-7625.

State of Nevada  
Department of Transportation  
Construction Division

**District 2 - Construction Contract Closeout Monthly Meeting Minutes**

July 2, 2013

Construction Admin Section w/ Conference Call – 10 a.m.

**Attendees:**

Steve Speer, Resident Engineer, Crew 904	Jeff Shapiro, Construction Engineer
Sam Lompa, Resident Engineer, Crew 905	Sharon Foerschler, Asst Construction Engineer
Steven Lani, Resident Engineer, Crew 907	Megan Sizelove, Consultant PM, HQ
Gino DeCarlo, Office Person, Crew 910	Cecilia Whited, Const Admin Section, HQ
Jerry Pete, Asst Resident Engineer, Crew 911	Rob Liebherr, Const Admin Section, HQ
Shane Cocking, Resident Engineer, Crew 913	Alma Piceno-Ramirez, Const Admin Section, HQ
Vickie Coll, Contract Compliance, HQ	Matt Goodson, Const Admin Section, HQ
Pat Torvinen, Contract Compliance, HQ	Deena Rose, Const Admin Section, HQ
	Wes Clyde, Lab, HQ

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**Crew/Contract (Construction Completion Date):**

**Crew 904 - Larry Boge**

- 3438 (11/15/11) – Crew working on preparing books for pickup, anticipate mid July. Outstanding AB and LE.
- 3458 (5/8/12) – Final quantities sent to Contractor 6/24/13. Possible payoff end July.
- 3465 (10/4/12) – Crew working on preparing books for closeout, anticipate requesting pickup Oct/Nov. Outstanding items include: EEO, AB, CPPR, LE and ATSS.
- 3515 (5/3/13) – Crew will focus on this contract after 3438 is complete.

**Crew 905 – Sam Lompa**

- No outstanding contracts

**Crew 907 – Stephen Lani**

- 3327 (10/8/09) – HQ (Rob/Deena) is working on contract closeout pending resolution of Wage Complaint hearing scheduled for end of July. LE is outstanding. EEO approval pending open determination.
- 3400 (11/30/11) – Crew preparing for pickup, submittal pending LOA approval from contractor. Outstanding items include LE, and ATSS.
- 3505 – Construction ongoing
- 3512 (4/25/13) – Crew preparing for pickup. Outstanding items include: EEO, Lab, AB, CPPR, LE and ATSS. Outstanding LOA's.

These minutes are based on my interpretation of what was discussed during the meeting. If your notes vary please contact me to discuss. Megan Sizelove - (775) 888-7625.

**Crew 910 – Brad Durski**

- 3292 (11/19/12) – Paid on priors #64, 66, 69, and 75. Outstanding CO's 31, 76A, 78A, 79, and 85. Crew working with HQ (Rob/Deena) on closeout. Plant establishment ends 2/2/15.

**Crew 911 – John Angel**

- 3267 (10/23/06) – Closeout complete, pending execution of change order.
- 3377 – Pending litigation.
- 3433 (12/12/12) – No pickup request to date. Outstanding items include EEO, AB, CPPR, LE and ATSS. Plant establishment ends 11/2015.
- 3440 (10/20/12) – Crew preparing contract for pickup, anticipate end July. Outstanding items include EEO, AB, CPPR and LE. Plant establishment ends 10/20/13. Pending LOA.
- 3471 (8/17/12) – Crew working on preparing books for closeout. Plant establishment ends 10/12/13. Outstanding items include EEO, Lab, AB, CPPR, LE and ATSS.
- 3501 – Ongoing work. Plant establishment ends 10/12/13. Outstanding items include EEO, Lab, AB, CPPR, LE and ATSS. Pending closeout completion of 3471.

**Crew 913 – Shane Cocking**

- 3389ARRA – Construction on-going. RE working on LOAs and with Contractor to resolve issues. Outstanding change orders and priors. Plant establishment ends 1 year after construction completion.
- 3401 (8/27/12) – Crew preparing for pickup, anticipate submitting request early August. Outstanding priors 5R, 8R, 32, 34 and 35. Outstanding items include: EEO, Lab, AB, CPPR, LE and ATSS
- 3403 (11/29/12) – Crew preparing contract for pickup. Outstanding item includes ATSS.
- 3518 (2/19/13) – Ongoing work. Plant establishment ends 2/19/14. Outstanding items include EEO, Lab, AB, CPPR, LE and ATSS.

These minutes are based on my interpretation of what was discussed during the meeting. If your notes vary please contact me to discuss. Megan Sizelove - (775) 888-7625.

State of Nevada  
Department of Transportation  
Construction Division

**District 3 - Construction Contract Closeout Monthly Meeting Minutes**

July 2, 2013

Construction Admin Section w/ Conference Call – 11 a.m.

**Attendees:**

Kevin Lee, District Engineer	Jeff Shapiro, Construction Engineer
Mike Murphy, Asst District Engineer, Elko	Sharon Foerschler, Asst Construction Engineer
Boyd Ratliff, Resident Engineer, Elko	Megan Sizelove, Consultant PM, HQ
Mike Simmons, Resident Engineer, Crew 912	Rob Liebherr, Const Admin Section, HQ
Gary Boggs, Asst RE, Crew 918	Alma Piceno-Ramirez, Const Admin Section, HQ
Darren Hansen, Asst RE, Crew 918	Matt Goodson, Const Admin Section, HQ
Dave Schwartz, Resident Engineer, Crew 920	Deena Rose, Const Admin Section, HQ
Wes Clyde, Lab, HQ	Vickie Coll, Contract Compliance, HQ
Pat Torvinen, Contract Compliance, HQ	

*\*\*For the RE's not in attendance the notes may still reflect what was discussed during the previous meeting.*

**Crew/Contracts (Construction Completion Date):**

**Crew 908 – Chris Rupinski**

- 3407 (11/19/10) – Closeout complete. Final quantities pending lawsuit.
- 3435 (3/21/12) – On-going punch list items. Outstanding items include: EEO, AB, and LE. Partial District Acceptance has been granted.

**Crew 912 – Mike Simmons**

- 3450(8/14/12) – Final quantities sent to contractor on 6/10/13, anticipate payoff mid July.
- 3468 – Crew working with contractor on issues and preparing for pickup request. Anticipate request early August. Partial Relief of Maint has been accepted due to bridge issues. Outstanding items include: EEO, AB, LE and ATSS.

**Crew 918 – Vacant (Gary Boggs and Darren Hansen, Assistant RE's)**

- 3456(1/15/13) – Final pickup complete. Crew working with Contract Compliance on EEO clearance. Need District Acceptance. Outstanding items include: EEO and CPPR. Contract will be closed at same time as 3267.

**Crew 920 – Dave Schwartz**

- No outstanding contracts

**District - Ratliff**

- 3521 (4/19/13) – HQ working with crew on pickup.

**Consultants**

- 3451 (Atkins) (1/24/13) – HQ (Deena) working on closeout. Outstanding items include EEO pending plant establishment ending 1/25/14.

These minutes are based on my interpretation of what was discussed during the meeting. If your notes vary please contact me to discuss. Megan Sizelove - (775) 888-7625.

**NDOT Construction Contracts Closed Out  
January - August 2013**

Contract	Description	Contractor	Resident Engineer	NDOT/Consultant	Original Bid	CCO Amount	% CCO	Qty Adjustments	% Adjustments	Total Paid	Amount Over/Under	% Change	Agreement Estimate (budget)	% Agr. Est.
3267	US 50, FORTUNE TO CHAVES RD, MILL AND OVERLAY	ROAD AND HIGHWAY BUILDERS	Crew 911- Angel	PETERSON, CHRISTOPHER	\$ 14,292,292.00	\$ 844,073.59	5.9%	\$ 995,973.49	7.0%	\$ 16,132,339.08	\$ 1,840,047.08	113%	\$ 14,988,709.00	108%
3339	SR 573, CRAIG RD, WIDEN 4 TO 6 LANES	AGGREGATE INDUSTRIES	Crew 926- Sulahria	EICHE, JOHN	\$ 34,182,531.77	\$ 520,754.02	1.5%	\$ 461,654.34	1.4%	\$ 35,164,940.13	\$ 982,408.36	103%	\$ 35,431,164.00	99%
3350	I 80, ROSNEY GRADE	AGGREGATE INDUSTRIES	Crew 908-Rupinski	BRADSHAW, JOHN	\$ 8,922,921.99	\$ 3,163,228.25	35.5%	\$ (1,407,612.47)	-15.8%	\$ 10,678,537.77	\$ 1,755,615.78	120%	\$ 9,453,009.00	113%
3383	SR 574, CHEYENNE AVENUE	LAS VEGAS PAVING	Crew 926- Sulahria	MIRANDA, EDUARDO	\$ 9,677,150.00	\$ 88,176.09	0.9%	\$ 423,186.34	4.4%	\$ 10,188,512.43	\$ 511,362.43	105%	\$ 10,356,209.00	98%
3390	SR 564, LAKE MEAD PKWY	LAS VEGAS PAVING	Crew 901- Alhwayek	PETERSON, CHRISTOPHER	\$ 13,543,210.00	\$ 1,062,126.84	7.8%	\$ (428,457.99)	-3.2%	\$ 14,176,878.85	\$ 633,668.85	105%	\$ 14,543,982.00	97%
3402	I 80 E. NIGHTINGALE INTERCHANGE	ROAD AND HIGHWAY BUILDERS	Crew 904 - Boge	BRADSHAW, JOHN	\$ 11,464,464.00	\$ 654,400.00	5.7%	\$ 765,459.76	6.7%	\$ 12,884,323.76	\$ 1,419,859.76	112%	\$ 12,433,091.00	104%
3417	US 395, CARSON CITY BYPASS AESTHETICS	Q&D CONSTRUCTION	Crew 907- Lani	JOYCE, LUCY	\$ 1,021,452.00	\$ -	0.0%	\$ 14,305.68	1.4%	\$ 1,035,757.68	\$ 14,305.68	101%	\$ 1,143,169.00	91%
3436	I 80, PILOT PEAK INTERCHANGE	ROAD AND HIGHWAY BUILDERS	Crew 918 - Yates	BRADSHAW, JOHN	\$ 11,535,535.00	\$ 121,097.14	1.0%	\$ 897,722.19	7.8%	\$ 12,554,354.33	\$ 1,018,819.33	109%	\$ 12,481,526.00	101%
3444	SR 604, LAS VEGAS BLDV, MILL AND OVERLAY	LAS VEGAS PAVING	Crew 901- Alhwayek	BRADSHAW, JOHN	\$ 5,035,000.00	\$ 172,198.58	3.4%	\$ (366,348.10)	-7.3%	\$ 4,840,850.48	\$ (194,149.52)	96%	\$ 5,401,284.00	90%
3446	US 395, WATERLOO LN TO JNCT WITH US50	A. TEICHERT & SON	HDR - Selmi	JOHNSON, NICHOLAS	\$ 12,913,116.86	\$ 372,516.35	2.9%	\$ 1,252,531.86	9.7%	\$ 14,538,165.07	\$ 1,625,048.21	113%	\$ 13,838,963.00	105%
3449	US 395, CA/NV STATE LINE (TOPAZ PARK RD)	MKD CONSTRUCTION	Crew 907- Lani	PETERS, VICTOR	\$ 379,000.00	\$ 18,053.00	4.8%	\$ 15,928.57	4.2%	\$ 412,981.57	\$ 33,981.57	109%	\$ 449,320.00	92%
3450	I 80, HUNTER INTER. TO W. ELKO INTER	STAKER & PARSON	Crew 912- Simmons	BIRD, STEVE	\$ 7,684,054.52	\$ 196,017.82	2.6%	\$ (199,461.28)	-2.6%	\$ 7,680,611.06	\$ (3,443.46)	100%	\$ 8,298,604.00	93%
3452	SR 828, FARM DISTRICT ROAD	DON GARCIA EXCAVATING & PAVING	Crew 904- Boge	BIRD, STEVE	\$ 368,864.40	\$ 2,887.39	0.8%	\$ 80,809.58	21.9%	\$ 452,561.37	\$ 83,696.97	123%	\$ 423,751.00	107%
3460	SR 373, CA/NV STATE LINE TO US 95	LAS VEGAS PAVING	CM WORKS- Ferguson	FINERTY, JENICA / PARSONS	\$ 3,895,000.00	\$ (65,734.39)	-1.7%	\$ 403,794.76	10.4%	\$ 4,233,060.37	\$ 338,060.37	109%	\$ 4,185,314.00	101%
3467	US 50 AND SR 28, RETROFIT DROP INLETS	MKD CONSTRUCTION	Crew 911- Angel	SOLTANI, AMIR/ ATKINS	\$ 446,162.00	\$ 20,247.00	4.5%	\$ 242,626.26	54.4%	\$ 709,035.26	\$ 262,873.26	159%	\$ 517,393.00	137%
3469	US 50, US 95 & SR 362, HAWTHORNE	ROAD AND HIGHWAY BUILDERS	BMG- R. Bowling	PETERSON, CHRISTOPHER	\$ 7,862,633.00	\$ (8,559.43)	-0.1%	\$ 305,916.28	3.9%	\$ 8,159,989.85	\$ 297,356.85	104%	\$ 8,429,445.65	97%
3470	I 15, CA/NV LINE TO N. SLOAN INT.	INTERSTATE IMPROVEMENT	Crew 906- Petrenko	PETERSON, CHRISTOPHER	\$ 8,061,738.13	\$ 50,760.86	0.6%	\$ (120,302.71)	-1.5%	\$ 7,992,196.28	\$ (69,541.85)	99%	\$ 8,646,542.93	92%
3473	DISTRICT 3, VARIOUS INTERSECTION	BECO CONSTRUCTION	DISTRICT- B. RATLIFF	CERAGIOLI, JIM	\$ 341,000.00	\$ -	0.0%	\$ 3,123.50	0.9%	\$ 344,123.50	\$ 3,123.50	101%	\$ 409,300.00	84%
3475	CLARK CO, HENDERSON, FLASHING YELLOW SIG. MOD.	LLO INC	Crew 922- Christiansen	CERAGIOLI, JIM	\$ 940,692.00	\$ -	0.0%	\$ 7,200.22	0.8%	\$ 947,892.22	\$ 7,200.22	101%	\$ 1,046,540.00	91%
3478	SR 722, US 50 TO CH/LA COUNTY LINE	SIERRA NEVADA CONSTRUCTION	Crew 040- Howerton	SOLTANI, AMIR/ PB AMERICA	\$ 4,029,007.00	\$ (550,000.00)	-13.7%	\$ (151,917.68)	-3.8%	\$ 3,327,089.32	\$ (701,917.68)	83%	\$ 4,314,857.00	77%
3479	US 93, NORTHERN NEV. RR NEAR CURRIE	GRANITE CONSTRUCTION	CH2MHILL- M. Johnson	SOLTANI, AMIR/ CA GROUP	\$ 8,654,654.00	\$ 71.38	0.0%	\$ 17,028.85	0.2%	\$ 8,671,754.23	\$ 17,100.23	100%	\$ 9,273,087.00	94%
3500R	I 15, MATERIALS PIT FENCING	LAS VEGAS PAVING	Crew 902- Yousuf	MAXWELL, KEVIN	\$ 812,000.00	\$ -	0.0%	\$ 5,326.89	0.7%	\$ 817,326.89	\$ 5,326.89	101%	\$ 911,520.00	90%
3511	US 6, MICROSURFACING	INTERMOUNTAIN SLURRY SEAL	Crew 915- Strganac	BUSH, ANITA	\$ 632,222.00	\$ 33,360.00	5.3%	\$ 17,915.46	2.8%	\$ 683,497.46	\$ 51,275.46	108%	\$ 676,478.00	101%
3517	US 395, CARSON C. FRWY, DEMO LANDMARK BLDG	FACILITIES MANAGEMENT	Crew 907- Lani	JOHNSON, NICHOLAS	\$ 103,000.20	\$ -	0.0%	\$ (7,372.08)	-7.2%	\$ 95,628.12	\$ (7,372.08)	93%	\$ 116,090.00	82%
<b>Totals</b>					\$ 166,797,700.87	\$ 6,695,674.49	4.0%	\$ 3,229,031.72	1.9%	\$ 176,722,407.08	\$ 9,924,706.21	107%	\$ 177,769,348.58	98%
<b>Number of Projects Over/ Under Agr. Estimate (Budget)</b>											Projects Over	9	Projects under	14

**Legend**  
 = (6) Contracts Closed since MAY 2012

**Contract No.:** 3267

**NDOT Project No.:** 72880, 60249 & 60250

**FHWA Project No.:** NH-050-2(007), SPSR-0822(001) & STP-050-2(006)

**County:** Lyon

**Length:** 0.15 miles

**Location:** On US 50 in Lyon Co., from .50 miles E. of Virginia City Rd. (SR 341) to Fortune Dr., on Us 50 from Fortune Dr. to Chaves Rd.

**Work Description:** 2.75 inch Coldmill, 2 inch Plantmix Bituminous Surface with Open Grade.

**Contract Awarded:** June 15, 2005

**Notice to Proceed:** July 18, 2005

**Work Completed:** October 23, 2006

**Work Accepted:** August 27, 2008

**Final Payment:** July 17, 2013

**Contractor:** Road & Highway Builders LLC.

**Resident Engineer:** NDOT Crew 911 – J. Angel

**Designer:** Christopher Petersen

**Project Performance:**

<b>Engineers Estimate:</b>	\$12,490,874.05
<b>Bid Price:</b>	\$14,292,292.00
<b>Final Contract Amount:</b>	*\$16,132,339.08
<b>Dollar Amount Over/Under Bid:</b>	\$1,840,047.08
<b>Percent Over/Under Bid:</b>	113%
<b>Construction Engineering Costs:</b>	\$2,188,639.08
<b>Total Change Orders:</b>	\$844,073.59
<b>Percent Change Orders:</b>	5.9%
<b>Settlements/Claims:</b>	none
<b>Original Working Days:</b>	220
<b>Updated Working Days:</b>	223
<b>Charged Working Days:</b>	217
<b>Liquidated Damages:</b>	- \$95,069.21

**Project Cost Breakdown:**

<b>Preliminary Engineering:</b>	\$15,631.33 (0.10%)
<b>Right of Way:</b>	not captured
<b>Construction Engineering:</b>	\$2,188,639.08 (13.57%)
<b>Construction Contract:</b>	\$16,132,339.08
<b>Total Project Cost:</b>	\$18,336,609.49

\*Final Contract Amount does not reflect \$149,731.24 owed by the contractor and the \$50,000.00 kept from retention.

**Contract No.:** 3339

**NDOT Project No.:** 72716; 60261

**FHWA Project No.:** DE-0573(002); DE-PLH-0573(006)

**County:** Clark

**Length:** 0.96 miles

**Location:** SR 573, Craig Road, at the UPPR crossing and on SR 573, in North Las Vegas, From Berg Street to Pecos Road. CL 28.88 to 29.84

**Work Description:** Widen the roadway from 4 to 6 lanes. Construct a grade separation.

**Contract Awarded:** October 3, 2007

**Notice to Proceed:** November 19, 2007

**Work Completed:** May 30, 2009

**Work Accepted:** June 16, 2010

**Final Payment:** June 4, 2013

**Contractor:** Aggregate Industries SWR Inc.

**Resident Engineer:** NDOT Crew 926 – A. Sulahria

**Designer:** John Eiche

**Project Performance:**

<b>Engineers Estimate:</b>	\$33,893,128.15
<b>Bid Price:</b>	\$34,182,531.77
<b>Final Contract Amount:</b>	\$35,164,940.13
<b>Dollar Amount Over/Under Bid:</b>	\$982,408.36
<b>Percent Over/Under Bid:</b>	103%
<b>Construction Engineering Costs:</b>	\$2,377,763.87
<b>Total Change Orders:</b>	\$520,754.02
<b>Percent Change Orders:</b>	1.5%
<b>Settlements/Claims:</b>	none
<b>Original Working Days:</b>	475
<b>Updated Working Days:</b>	415
<b>Charged Working Days:</b>	415
<b>Liquidated Damages:</b>	-\$48,983.90

**Project Cost Breakdown:**

<b>Preliminary Engineering:</b>	\$1,677,512.24 (4.27%)
<b>Right of Way:</b>	\$55,617.58
<b>Construction Engineering:</b>	\$2,377,763.87 (6.05%)
<b>Construction Contract:</b>	\$35,164,940.13
<b>Total Project Cost:</b>	\$39,275,833.82

**Contract No.:** 3444

**NDOT Project No.:** 73573

**FHWA Project No.:** SPSR-0604(028)

**County:** Clark/ Elko

**Length:** 7.526 Mile

**Location:** SR 604 LV Blvd, from N. Craig Rd. to Junction of Apex Interchange Ramps 3 & 4; A Functional Cl. Break at 2004 N. Urban Limits of LV. MP CL 50.395 TP C; 57.921

**Work Description:** 2 inch Coldmill with 2 inch Plantmix Bituminous Surface Overlay and Open Grade.

**Contract Awarded:** March 16, 2011

**Notice to Proceed:** May 2, 2011

**Work Completed:** September 30, 2011

**Work Accepted:** January 6, 2012

**Final Payment:** May 7, 2013

**Contractor:** Las Vegas Paving Corporation

**Resident Engineer:** NDOT Crew 901 – S. Alhwayek

**Designer:** John Bradshaw

**Project Performance:**

<b>Engineers Estimate:</b>	\$4,916,434.86
<b>Bid Price:</b>	\$5,035,000.00
<b>Final Contract Amount:</b>	*\$4,840,850.48
<b>Dollar Amount Over/Under Bid:</b>	- \$194,149.52
<b>Percent Over/Under Bid:</b>	96%
<b>Construction Engineering Costs:</b>	\$309,086.82
<b>Total Change Orders:</b>	\$172,198.58
<b>Percent Change Orders:</b>	3.4%
<b>Settlements/Claims:</b>	none
<b>Original Working Days:</b>	100
<b>Updated Working Days:</b>	100
<b>Charged Working Days:</b>	80
<b>Liquidated Damages:</b>	\$0.00

**Project Cost Breakdown:**

<b>Preliminary Engineering:</b>	\$183,689.59 (3.79%)
<b>Right of Way:</b>	\$10,720.76
<b>Construction Engineering:</b>	\$309,086.82 (6.38%)
<b>Construction Contract:</b>	*\$4,840,850.48
<b>Total Project Cost:</b>	\$ 5,344,347.65

\*Final Contract Amount does not reflect \$82,769.30 given back by the contractor and the \$50,000.00 kept from retention.

**Contract No.:** 3450

**NDOT Project No.:** 60484

**FHWA Project No.:** IM-080-4(088)

**County:** Elko

**Length:** 9.13 Miles

**Location:** On I-80 from the beginning of asphalt 3.63 miles West of the Hunter Interchange to 0.40 miles West of West Elko Interchange.

**Work Description:** 1 inch Coldmill with 2 inch Plantmix Bituminous Overlay with Open Grade.

**Contract Awarded:** May 12, 2011

**Notice to Proceed:** June 13, 2011

**Work Completed:** August 14, 2012

**Work Accepted:** November 1, 2012

**Final Payment:** July 10, 2013

**Contractor:** Staker & Parson Companies

**Resident Engineer:** NDOT Crew 912 – M. Simmons

**Designer:** Steve Bird

**Project Performance:**

<b>Engineers Estimate:</b>	\$7,954,099.24
<b>Bid Price:</b>	\$7,684,054.52
<b>Final Contract Amount:</b>	\$7,680,611.06
<b>Dollar Amount Over/Under Bid:</b>	- \$3,443.46
<b>Percent Over/Under Bid:</b>	100%
<b>Construction Engineering Costs:</b>	\$960,258.11
<b>Total Change Orders:</b>	\$196,017.82
<b>Percent Change Orders:</b>	2.6%
<b>Settlements/Claims:</b>	none
<b>Original Working Days:</b>	100
<b>Updated Working Days:</b>	140
<b>Charged Working Days:</b>	140
<b>Liquidated Damages:</b>	- \$19,890.30

**Project Cost Breakdown:**

<b>Preliminary Engineering:</b>	not captured
<b>Right of Way:</b>	not captured
<b>Construction Engineering:</b>	\$960,258.11 (11.11%)
<b>Construction Contract:</b>	\$7,680,611.06
<b>Total Project Cost:</b>	\$8,640,869.17

**Contract No.:** 3500 READV

**NDOT Project No.:** 73601& 73626

**FHWA Project No.:** SP-000M(157) & SPI-015-1(061)

**County:** Clark

**Length:** 0.00 miles

**Location:** I-15 Materials Pit 82-03 at Milepost CL 22.00

**Work Description:** Install fencing around portion of Materials Pit CL 82-03 and contour grading of Detention Basins.

**Contract Awarded:** June 22, 2012

**Notice to Proceed:** August 6, 2012

**Work Completed:** November 14, 2012

**Work Accepted:** May 23, 2013

**Final Payment:** July 17, 2013

**Contractor:** Las Vegas Paving Corporation

**Resident Engineer:** NDOT Crew 902 – S. Yousuf

**Designer:** Kevin Maxwell

**Project Performance:**

<b>Engineers Estimate:</b>	\$940,968.66
<b>Bid Price:</b>	\$812,000.00
<b>Final Contract Amount:</b>	\$817,326.89
<b>Dollar Amount Over/Under Bid:</b>	\$5,326.89
<b>Percent Over/Under Bid:</b>	101%
<b>Construction Engineering Costs:</b>	\$115,341.44
<b>Total Change Orders:</b>	\$0.00
<b>Percent Change Orders:</b>	0%
<b>Settlements/Claims:</b>	none
<b>Original Working Days:</b>	70
<b>Updated Working Days:</b>	70
<b>Charged Working Days:</b>	64
<b>Liquidated Damages:</b>	- \$1,000.00

**Project Cost Breakdown:**

<b>Preliminary Engineering:</b>	\$40,630.25 (4.17%)
<b>Right of Way:</b>	\$1,132.56
<b>Construction Engineering:</b>	\$115,341.44 (11.84%)
<b>Construction Contract:</b>	\$817,326.89
<b>Total Project Cost:</b>	\$974,431.14

**Contract No.:** 3517

**NDOT Project No.:** 60563

**FHWA Project No.:** NH-395-1(025)

**County:** Carson City

**Length:** N/A

**Location:** On US 395, Carson City Freeway, at South Carson Street and the Junction of US 50.

**Work Description:** Demolition of the NDOT Landmark Building.

**Contract Awarded:** October 23,2012

**Notice to Proceed:** November 26, 2012

**Work Completed:** February 13, 2013

**Work Accepted:** March 13, 2013

**Final Payment:** June 18, 2013

**Contractor:** Facilities Management Inc.

**Resident Engineer:** NDOT Crew 907 – S. Lani

**Designer:** Nicholas Johnson

**Project Performance:**

<b>Engineers Estimate:</b>	\$125,883.82
<b>Bid Price:</b>	\$103,000.20
<b>Final Contract Amount:</b>	\$95,628.12
<b>Dollar Amount Over/Under Bid:</b>	- \$7,372.08
<b>Percent Over/Under Bid:</b>	93%
<b>Construction Engineering Costs:</b>	\$13,555.03
<b>Total Change Orders:</b>	\$0.00
<b>Percent Change Orders:</b>	0%
<b>Settlements/Claims:</b>	none
<b>Original Working Days:</b>	45
<b>Updated Working Days:</b>	45
<b>Charged Working Days:</b>	41
<b>Liquidated Damages:</b>	\$0.00

**Project Cost Breakdown:**

<b>Preliminary Engineering:</b>	\$0.00 (0.00%)
<b>Right of Way:</b>	\$0.00
<b>Construction Engineering:</b>	\$13,555.33 (12.41%)
<b>Construction Contract:</b>	\$95,628.12
<b>Total Project Cost:</b>	\$ 109,183.45

CONTRACT	DESCRIPTION	AGREEMENT ESTIMATE (BUDGET)	BID CONTRACT AMOUNT	ADJUSTED BID CONTRACT AMOUNT	TOTAL PAID TO DATE	1% Work	2% Time	CONTRACTOR	PROJECT MANAGER NDOT/CONSULTANT	DESCRIPTION
3290	SR 146 ST.ROSE PARKWAY	\$ 63,339,504.00	\$ 61,242,038.90	\$ 61,285,604.26	\$ 63,601,756.18	103.8%	96.5%	AGGREGATE INDUSTRIES SWR INC	MIRANDA, EDUARDO/HDR	over budget
3292	I-580 FREEWAY EXTENSION	\$ 405,824,356.00	\$ 393,393,393.00	\$ 427,987,202.68	\$ 445,093,343.22	104.0%	104.3%	FISHER SAND & GRAVEL CO	MONTGOMERY, T./CH2M HILL	project is over budget
3327	US 395 CC FREEWAY (2A)	\$ 46,613,794.00	\$ 44,968,149.00	\$ 47,121,133.12	\$ 48,424,601.37	102.8%	100.0%	ROAD & HIGHWAY BUILDERS LLC	GALLEGOS, J./LOUIS BERGER	project is over budget
3361	SR 146 ST.ROSE PARKWAY	\$ 6,987,535.00	\$ 6,583,366.05	\$ 7,747,138.71	\$ 7,926,699.02	102.3%	100.0%	AGGREGATE INDUSTRIES SWR INC	MIRANDA, EDUARDO,	over budget
3365	I-15 DESIGN BUILD SOUTH	\$ 261,225,000.00	\$ 246,500,000.00	\$ 262,275,126.25	\$ 265,597,505.04	101.3%	0.0%	LAS VEGAS PAVING CORPORATION	TERRY, JOHN/JACOBS	over budget
3377	SR 207 KINGSBURY	\$ 7,311,743.00	\$ 6,852,746.00	\$ 7,466,646.94	\$ 8,665,120.10	116.1%	109.9%	PEEK CONSTRUCTION COMPANY DBA	NUSSBAUMER, M./WOOD R.	Contract work not complete, lawsuit pending
3389	I-580 MEADOWOOD MALL	\$ 22,845,305.00	\$ 21,827,613.92	\$ 21,968,660.47	\$ 22,348,969.25	101.7%	136.9%	MEADOW VALLEY CONTRACTORS INC	MONTGOMERY, T./CH2M HILL	Project behind schedule, one claim submitted for \$1.4M
3392	SIGNAL MOD. CL COUNTY	\$ 1,042,602.00	\$ 944,304.33	\$ 1,317,907.91	\$ 1,020,101.22	77.4%	100.0%	WILLIAMS BROTHER INC	CERAGIOLI, JIM,	
3397	I-15, STATELINE	\$ 7,980,222.00	\$ 7,333,333.33	\$ 9,161,779.33	\$ 9,455,303.56	103.2%	100.0%	FISHER SAND & GRAVEL CO	PETERSEN, CHRISTOPHER,	Resolving REA
3400	US 395, CC FRWY (2B)	\$ 8,140,151.00	\$ 7,548,315.70	\$ 7,556,670.70	\$ 7,406,521.62	98.0%	100.0%	Q&D CONSTRUCTION INC	GALLEGOS, J./LOUIS BERGER	
3401	US 395 WIDENING	\$ 35,127,922.00	\$ 31,495,495.00	\$ 33,350,274.88	\$ 36,498,561.17	109.4%	93.7%	GRANITE CONSTRUCTION CO	GALLEGOS, J./ATKINS	project is over budget
3407	OVERPASS SAFETY CROSSING	\$ 3,385,702.00	\$ 3,156,345.49	\$ 3,236,393.34	\$ 3,466,362.60	107.1%	114.5%	PEEK CONSTRUCTION COMPANY DBA	BRADSHAW, JOHN,	lawsuit pending - over budget
3409	US 95 WIDENING PCKG 1	\$ 71,947,575.00	\$ 68,761,909.90	\$ 72,612,570.93	\$ 73,190,466.46	100.8%	100.0%	CAPRIATI CONSTRUCTION CORP INC	JOHNSON, NICHOLAS,	Resolving REA, over budget
3421	US 95 SUMMERLIN PKWY HOV	\$ 27,325,505.00	\$ 26,080,589.00	\$ 26,163,667.91	\$ 27,077,088.84	103.5%	100.0%	LAS VEGAS PAVING CORPORATION	TERRY, JOHN/ATKINS	
3429	I-15, ITS DB	\$ 13,533,282.00	\$ 13,560,642.00	\$ 13,436,642.00	\$ 13,236,172.00	98.5%	99.0%	TRANSCORE ITS LLC	LORENZI, A./TRANSCORE	exceeded contract schedule
3433	US 50, CAVE ROCK TO SPOONER	\$ 4,113,346.00	\$ 3,661,661.00	\$ 3,714,238.48	\$ 5,823,291.68	156.8%	155.0%	GRANITE CONSTRUCTION CO	NUSSBAUMER, M./WOOD R.	\$1.5M change order
3435	I-80 WEST OF OSINO, ELKO	\$ 35,482,218.00	\$ 33,699,999.00	\$ 34,053,431.66	\$ 35,633,064.00	104.6%	100.0%	ROAD & HIGHWAY BUILDERS LLC	BIRD, STEVE,	over budget
3438	FLASHING YELLOW ARROW, DIST 2	\$ 1,205,826.00	\$ 1,013,762.20	\$ 1,089,865.52	\$ 1,269,188.25	116.5%	100.0%	MERIT ELECTRIC COMPANY	CERAGIOLI, JIM,	
3440	SR 28, JCT SR 431 TO STATELINE	\$ 5,989,778.00	\$ 5,613,054.00	\$ 5,846,177.98	\$ 5,744,259.73	98.3%	100.0%	Q&D CONSTRUCTION INC	NUSSBAUMER, M./WOOD R.	
3441	I-80 DB, ROBB TO VISTA	\$ 80,757,962.68	\$ 72,000,000.00	\$ 80,779,746.22	\$ 79,868,850.27	98.9%	94.5%	GRANITE CONSTRUCTION CO	LERUD, J./ATKINS	
3442	US 95, N. CHINA WASH, ES COUNTY	\$ 10,705,018.00	\$ 10,171,171.00	\$ 11,508,946.50	\$ 12,952,664.78	112.5%	100.0%	ROAD & HIGHWAY BUILDERS LLC	RAGAN, JAMES/HDR	over budget, exceeded contract schedule
3445	US 95/ I-515 FLAMINGO INTER.	\$ 3,661,844.00	\$ 3,416,804.05	\$ 3,480,710.94	\$ 3,457,139.23	99.3%	78.8%	LAS VEGAS PAVING CORPORATION	PETERSON, C./ATKINS	
3447	I-15 DB, MESQUITE INTERCHANGE	\$ 14,836,811.89	\$ 14,513,350.00	\$ 14,836,811.89	\$ 14,513,350.00	100.0%	100.0%	W. W. CLYDE & CO.	SEARCY, ADAM/HDR	
3451	US 50, CIR LA/EU COUNTY	\$ 11,562,099.00	\$ 10,799,999.00	\$ 10,738,346.93	\$ 10,873,788.68	101.3%	100.0%	ROAD & HIGHWAY BUILDERS LLC	PETERS, VICTOR,	
3453	US 93, BUCHANAN TO HOOVER INT	\$ 17,765,944.00	\$ 15,858,585.85	\$ 17,366,010.30	\$ 18,211,759.52	104.9%	0.0%	FISHER SAND & GRAVEL CO	LORENZI, A./CH2M HILL	over budget
3454	I-15, TROPICANA TO US 95	\$ 7,422,149.00	\$ 5,995,000.00	\$ 5,995,000.00	\$ 7,017,507.53	117.1%	0.0%	FISHER SAND & GRAVEL CO	GARAY, LUIS,	
3456	US 93 WP, REST AREA	\$ 2,015,478.00	\$ 1,832,222.00	\$ 1,832,221.60	\$ 1,800,339.54	98.3%	110.0%	ROAD & HIGHWAY BUILDERS LLC	BIRD, STEVE,	
3458	SIGNAL MODIFICATION DIST 2	\$ 661,238.00	\$ 580,325.46	\$ 561,404.12	\$ 501,395.01	89.3%	71.7%	MERIT ELECTRIC COMPANY	CERAGIOLI, JIM,	
3461	I-80, E.OASIS TO PILOT PK, CIR	\$ 32,539,538.00	\$ 31,000,000.00	\$ 30,999,999.84	\$ 25,602,973.20	82.7%	67.0%	FISHER SAND & GRAVEL CO	BRADSHAW, JOHN,	
3465	SR 341, COLDMILLING, WA & ST	\$ 7,339,877.00	\$ 6,969,007.00	\$ 6,975,304.50	\$ 8,030,524.98	115.1%	100.0%	SIERRA NEVADA CONSTRUCTION INC	MAXWELL, KEVIN,	over budget
3466	I-15, SPEEDWAY/ HOLLYWOOD INT.	\$ 19,343,626.00	\$ 18,006,000.00	\$ 17,865,590.34	\$ 17,726,393.59	99.2%	107.7%	AGGREGATE INDUSTRIES SWR INC	PETERSEN, CHRISTOPHER,	
3468	I-80,DIAMOND INT,W. CARLIN	\$ 7,791,069.00	\$ 7,263,806.50	\$ 7,544,424.31	\$ 7,383,704.26	97.9%	89.5%	Q&D CONSTRUCTION INC	PETERS, VICTOR,	
3471	SR 28, ROUNDABOUT	\$ 2,647,363.00	\$ 2,414,236.00	\$ 2,824,910.37	\$ 2,339,515.59	82.8%	0.0%	Q&D CONSTRUCTION INC	BIRD, STEVE,	
3472	VAR. CLARK, SIG. SYS. MOD	\$ 3,671,352.00	\$ 3,393,786.20	\$ 3,225,008.08	\$ 3,449,064.33	106.9%	100.0%	LAS VEGAS ELECTRIC INC	CERAGIOLI, JIM,	
3474	I-515, ITS	\$ 7,046,367.00	\$ 6,647,492.75	\$ 6,647,492.75	\$ 6,550,831.77	98.5%	100.0%	LAS VEGAS ELECTRIC INC	DICKINSON, J./KH & ASSOC.	
3480	SR 372 & SR 160, COLDMILL, NYE	\$ 8,767,449.00	\$ 8,175,000.00	\$ 8,175,000.00	\$ 7,974,663.90	97.5%	105.0%	AGGREGATE INDUSTRIES SWR INC	BIRD, STEVE,	
3481	US 95, COLDMILL & RDBED MOD, NY	\$ 8,938,028.00	\$ 8,500,000.00	\$ 8,500,000.00	\$ 8,845,595.19	104.1%	100.0%	AGGREGATE INDUSTRIES SWR INC	BRADSHAW, JOHN,	
3501	SR 431, WATER QLTY & EROSION C.	\$ 5,703,141.00	\$ 5,318,188.00	\$ 5,424,650.79	\$ 4,958,569.16	91.4%	110.0%	Q&D CONSTRUCTION INC	NUSSBAUMER, M./WOOD R.	
3503	SR 443, COLDMILL & STRESS RELIEF C.	\$ 4,492,334.00	\$ 4,192,192.00	\$ 4,192,192.00	\$ 4,298,252.02	102.5%	88.0%	GRANITE CONSTRUCTION CO	FINNERTY, J./MANHARD	
3504	I-15, STATELINE TO SLOAN INT	\$ 15,305,662.00	\$ 14,200,000.00	\$ 14,200,000.00	\$ 14,576,064.07	102.6%	74.6%	LAS VEGAS PAVING CORPORATION	PETERSEN, CHRISTOPHER,	
3505	US 50, WIDEN & DRAINAGE IMP.	\$ 22,256,347.00	\$ 21,212,121.00	\$ 21,201,767.48	\$ 22,976,880.81	108.4%	81.0%	GRANITE CONSTRUCTION CO	BIRD, STEVE,	over budget
3506	SR 225 & SR 226, CHIP SEAL	\$ 1,208,389.00	\$ 1,129,336.00	\$ 1,129,336.00	\$ -	0.0%	0.0%	VALLEY SLURRY SEAL CO INC	BUSH, ANITA	
3507	SR 121 & US 95A, CHIP SEAL	\$ 1,374,949.00	\$ 1,285,000.00	\$ 1,285,000.00	\$ -	0.0%	0.0%	INTERMOUNTAIN SLURRY SEAL INC	BUSH, ANITA	
3510	MULT. ROUTES, MICROSURFACING	\$ 1,896,048.00	\$ 1,772,007.00	\$ 1,772,007.00	\$ 932,380.32	64.1%	67.8%	SIERRA NEVADA CONSTRUCTION INC	BUSH, ANITA	
3512	LY & CH, 20 MILES CONST. FENCING	\$ 988,027.00	\$ 886,007.00	\$ 886,007.00	\$ 975,452.16	110.1%	68.0%	SIERRA NEVADA CONSTRUCTION INC	PETERS, VICTOR,	
3513	SR 306, MILL AND ROADBED MOD.	\$ 8,756,151.00	\$ 7,477,007.00	\$ 7,477,007.00	\$ 6,324,472.25	85.1%	95.6%	SIERRA NEVADA CONSTRUCTION INC	MINDRUM, GREGORY	
3514	I 80, BRIDGE DECK REPAIRS	\$ 1,862,300.00	\$ 1,693,000.00	\$ 1,693,000.00	\$ 913,544.51	55.8%	44.4%	Q&D CONSTRUCTION INC	FROMM, DOUGLAS	
3515	CH,REPLACE OFF-SYSTEM BRIDGE	\$ 452,246.00	\$ 384,384.00	\$ 348,384.00	\$ 391,763.89	112.5%	100.0%	GRANITE CONSTRUCTION CO	MAXWELL, KEVIN,	
3516	US 395, CC FRWY (2B-2)	\$ 9,958,381.00	\$ 9,545,454.00	\$ 9,545,454.00	\$ 4,093,844.67	43.2%	33.2%	GRANITE CONSTRUCTION CO	JOHNSON NICK/ LOUIS BERGER	
3518	I 580, MOANA INTCH. DDI	\$ 6,978,978.00	\$ 6,978,978.01	\$ 6,978,978.01	\$ 6,888,488.79	98.7%	0.0%	GRANITE CONSTRUCTION CO	SEARCY, ADAM	
3519	I 515, FLAMINGO INTER, L & AESTHETICS	\$ 2,356,103.00	\$ 2,144,539.61	\$ 2,167,402.61	\$ 2,203,623.29	101.7%	96.9%	LAS VEGAS PAVING CORPORATION	JOYCE, LUCY/ STANTEC	
3520	CITY OF MESQUITE, SIGNAL MOD	\$ 247,905.00	\$ 179,229.18	\$ 179,229.18	\$ 195,098.70	108.9%	12.5%	LAS VEGAS ELECTRIC INC	CERAGIOLI, JIM,	
3521	MULT. INTER. SIGNAL SYTEM MOD	\$ 382,003.00	\$ 294,830.00	\$ 294,830.00	\$ 292,406.18	100.8%	87.5%	PAR ELECTRICAL CONTRACTORS INC	CERAGIOLI, JIM,	
3522	US 93, RR CROSS, ADV. WARN. SIGNALS	\$ 306,753.00	\$ 249,301.00	\$ 249,301.00	\$ 194,332.66	78.6%	60.0%	TITAN ELECTRICAL CONTRACTING	CERAGIOLI, JIM,	

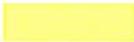
Active Contract Status 7/15/2013

CONTRACT	DESCRIPTION	AGREEMENT ESTIMATE (BUDGET)	BID CONTRACT AMOUNT	ADJUSTED BID CONTRACT AMOUNT	TOTAL PAID TO DATE	<sup>1</sup> % Work	<sup>2</sup> % Time	CONTRACTOR	PROJECT MANAGER NDOT/CONSULTANT	DESCRIPTION
3523	DIST I, RUMB STRIPS, ADV STOP SIGNS	\$ 470,311.00	\$ 417,777.77	\$ 417,777.77	\$ 396,315.07	94.9%	27.1%	NEVADA BARRICADE & SIGN CO INC	CERAGIOLI, JIM,	
3524	I 80, RUBBLIZE, PBS AND OG	\$ 34,221,117.00	\$ 32,106,106.01	\$ 32,108,436.01	\$ 666,835.19	2.1%	26.8%	GRANITE CONSTRUCTION CO	BRADSHAW, JOHN,	
3525	I 80, NEAR DUNPHY, MULT STRUCTURES	\$ 4,829,011.00	\$ 14,222,222.00	\$ 14,222,222.00	\$ 6,219,186.98	44.1%	23.5%	ROAD & HIGHWAY BUILDERS LLC	BRADSHAW, JOHN,	
3526	I 15 N.,PART 2 PCKG 2, ITS FAST PCKG D	\$ 6,764,790.00	\$ 4,850,856.00	\$ 4,731,019.00	\$ 1,962,714.34	42.5%	56.0%	TRANSCORE ITS LLC DBA	GARAY, LUIS/KIMLEY-HORN & ASSOC.	
3527	US 93, BOULD. CITY BYPASS, TORT FENCE	\$ 1,459,890.00	\$ 1,327,000.00	\$ 1,327,000.00	\$ 1,331,652.05	100.4%	95.8%	LAS VEGAS PAVING CORPORATION	LORENZI, ANTHONY	
3529	MULT. INTER. SIGNAL SYTEM MOD	\$ 2,074,259.00	\$ 1,753,671.20	\$ 1,753,671.20	\$ 509,050.67	29.5%	35.6%	TRANSCORE ITS LLC DBA	BRADSHAW, JOHN,	
3530	I 15, CACTUS INTERCHANGE	\$ 40,534,954.00	\$ 38,900,000.00	\$ 38,900,000.00	\$ 5,383,885.38	13.9%	16.5%	LAS VEGAS PAVING CORPORATION	MIRANDA EDUARDO/ LOUIS BERGER G.	
3531	SR 593, REPAIR/REPLACE EXP. JOINTS	\$ 397,860.00	\$ 308,500.00	\$ 308,500.00	\$ 426,785.59	138.3%	43.3%	LAS VEGAS PAVING CORPORATION	MANUBAY, JENNIFER	over budget
3532	I 15, REOPEN F STREET	\$ 14,201,021.00	\$ 13,600,000.00	\$ 13,600,000.00	\$ 855,173.15	7.7%	6.3%	LAS VEGAS PAVING CORPORATION	FINNERTY, JENICA	
3533	I 80, W. EMIGRANT PASS, OVERLAY	\$ 15,357,027.00	\$ 14,283,000.01	\$ 14,283,000.01	\$ 1,186,800.36	8.8%	33.6%	Q&D CONSTRUCTION INC	MAXWELL, KEVIN,	
3534	US 93, JNCT AT CURRIE, PASSING LANES	\$ 10,592,452.00	\$ 9,886,886.00	\$ 9,886,886.00	\$ -	0.0%	0.0%	Q&D CONSTRUCTION INC	CERAGIOLI, JIM,	
3536	SR 854 & SR 396, CHIP SEAL	\$ 394,837.00	\$ 369,007.00	\$ 369,007.00	\$ 245,529.19	67.2%	0.0%	SIERRA NEVADA CONSTRUCTION INC	BUSH, ANITA	
3537	I 80, CARLIN TUNNELS PCKG 1	\$ 2,847,133.00	\$ 2,818,944.00	\$ 2,818,944.00	\$ 914,338.04	32.8%	73.3%	Q&D CONSTRUCTION INC	KELLER, DALE	
3540	I 80, CARLIN TUNNELS PCKG 2	\$ 28,339,999.00	\$ 28,340,000.13	\$ 28,340,000.13	\$ 2,894,425.17	12.6%	13.3%	Q&D CONSTRUCTION INC	KELLER, DALE	
<b>TOTAL</b>		<b>\$ 1,411,239,674.57</b>	<b>\$ 1,345,392,710.41</b>	<b>\$ 1,420,832,733.81</b>	<b>\$ 1,412,712,532.83</b>					

<sup>1</sup> % WORK = Total Paid to Date /Adjusted Bid Contract Amount

<sup>2</sup> % TIME = Charged Working Days to Date / Updated Working Days

ASSUMPTIONS:

 Work potentially behind schedule and/or potentially over budget, recovery possible

 Work behind schedule and/or over budget, recovery unlikely; or Outstanding REA

Adjusted Bid Contract Amount = Original Bid Amount + executed Change Orders

Total Paid to Date = Total Amount Paid to Contractor

% Work = % of bid item work paid (Total Paid to Date/ Adjusted Bid Contract Amount)

% Time = % of time expended (Days Charged/ Days in Contract)

\* Request for Equitable Adjustment (REA)

Contractor: Data obtained from Integrated Financial System (IFS)

Resident Engineer: Data obtained from IFS

Project Manager: Data obtained from PSAMS

Description: Comments provided by Construction Division

All contracts considered active upon upload into IFS through active bid item work or outstanding REA