



---

## Public Works

1120 Airport Rd., Bldg. F-2, Minden, Nevada 89423

Ronald Roman, P.E.  
Interim Director

Water/Sewer Utility  
Road Maintenance  
Bldg. & Fleet Services

775-783-6480

Website: [www.douglascountynv.gov](http://www.douglascountynv.gov)

---

### **Douglas County Regional Transportation Commission**

#### **Agenda – Minden, NV**

**October 24, 2017**

#### **Members:**

**Nancy McDermid**

**Barry Penzel**

**Dan Hamer**

A meeting of the Douglas County Regional Transportation Commission (RTC) will be held on **Tuesday, October 24, at 5:00 p.m.** The meeting will be held in the Douglas County Commissioner Meeting Room of the Douglas County Administrative Building, 1616 Eighth Street, Minden, NV. The meeting is open to the public and interested parties and individuals are invited to attend.

The Regional Transportation Commission reserves the right to take items in a different order; to combine two or more agenda items for consideration; and to remove items from the agenda or delay discussions relating to an item on the agenda at any time.

It is the intent of the RTC to protect the dignity of citizens who wish to comment before the Commission. It is also the RTC's desire to provide the citizens of Douglas County with an environment that upholds the highest professional standards. Citizens should have the ability to freely comment on items and/or projects that are brought before the RTC for action without interference.

In order to ensure that every citizen desiring to speak before the Commission has the opportunity to express his/her opinion, it is requested that the audience refrain from making comments, hand clapping or making any remarks or gestures that may interrupt, interfere or prevent the speaker from commenting on any present or future project. The RTC, through its Chair, may prohibit a comment if the comment is on a topic that is not relevant to, or within the authority of the public body or if the comment is repetitious or willfully disruptive of the meeting. Written materials filed with the Clerk are part of the record and do not need to be read aloud. Citizens and applicants alike are encouraged to submit written materials well in advance of the scheduled meeting so that the RTC will have time to review them before the public hearings begin.

Persons desiring an opportunity to address the RTC who are not able to attend the meeting are requested to complete and submit a "Comment Card" to the Chair at the main podium prior to the convening of the meeting. Comment cards are located at the main entrance to the meeting room.

**Notice to Persons with Disabilities:** Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Douglas County Public Works Department in writing at P.O. Box 218, Minden, Nevada 89423 or by calling 782-6233 at least 20 hours in advance.

Questions concerning the agenda should be referred to Jon S. Erb, P.E. at Douglas County Public Works, 782-6233.

# **Douglas County Regional Transportation Commission**

## **FINAL AGENDA – MINDEN, NV**

**OCTOBER 24, 2017**

**5:00 PM**

### **Call to Order**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC COMMENT (No Action Can Be Taken)**

At this time, public comment will be taken on those items that are within the jurisdiction and control of the RTC or those agenda items where public comment will not be taken as a public hearing is not legally required. Public Comment is limited to three minutes per speaker. If you are going to comment on a specific agenda item that the RTC will take action on, please make your comments when the RTC considers that item and the item is opened for public comment.

### **APPROVAL OF AGENDA**

For possible action. Approval of proposed agenda.

The Regional Transportation Commission (RTC) reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda.

### **APPROVAL OF MINUTES**

Regional Transportation Commission – Regular meeting – July 25, 2017

### **PUBLIC HEARINGS**

- 1.** For possible action. Discussion to approve a contract for Civil Design and Bidding services for the Dresslerville Lane Reconstruction Project to Eastern Sierra Engineering, in an amount not to exceed \$45,945.00, and authorize the Public Works Director to approve contract amendments up to 10% of the contract amount. (Jon Erb)
- 2.** For Possible Action. Discussion to make a recommendation to the Tahoe Transportation District as the California Environmental Quality Act (CEQA) lead, the Tahoe Regional Planning Agency (TRPA) as the TRPA lead, the Department of Federal Highways Administration as the National Environmental Policy Act (NEPA) lead regarding the US 50 South Shore Community Revitalization Project (Project) and the Regional Transportation Commission's (RTC) preferred alternative to address the circulation network in the Stateline casino corridor area. (Carl Hasty)

October 24, 2017

## **Douglas County Regional Transportation Commission**

3. For presentation only. Reports/updates from staff regarding the 5-year transportation plan projects.

### **CLOSING PUBLIC COMMENT (No Action)**

At this time, public comment will be taken on those items that are within the jurisdiction and control of the RTC or those agenda items where public comment has not already been taken.

### **ADJOURNMENT**

*THE TIMING FOR AGENDA ITEMS IS APPROXIMATE UNLESS OTHERWISE INDICATED AS A TIME SPECIFIC ITEM. ITEMS MAY BE CONSIDERED AHEAD OF OR AFTER THE SCHEDULE INDICATED BY THIS AGENDA.*

Copies of this notice are posted at the Douglas County Administrative Building (Historic Courthouse), Minden Inn, and the Minden and Gardnerville Post Offices. This notice will also be posted on the Douglas County website: <http://douglascountynv.iqm2.com>. The RTC does not maintain the listed website, however, and therefore timely posting of agendas on the website cannot be guaranteed.

October 24, 2017

**Draft**

The Regular of the Regional Transportation Commission was held on July 27, 2017 in the meeting room of the County Administration Building, 1616 8th Street, Minden, NV, beginning at 5:00 PM.

**Call to Order and determination of quorum**

Nancy McDermid, Chairwoman

**MEMBERS PRESENT:**

Nancy McDermid, Chairwoman  
Barry Penzel, Vice Chairman  
Dan Hamer, Member

**MEMBERS ABSENT:** None

**STAFF PRESENT:**

Carl Ruschmeyer, Public Works Director  
Jon Erb, Senior Civil Engineer  
Carey Rosser, Deputy District Attorney

**PLEDGE OF ALLEGIANCE**

Carl Ruschmeyer

**PUBLIC COMMENT (No Action Can Be Taken)**

No public comment

**APPROVAL OF AGENDA**

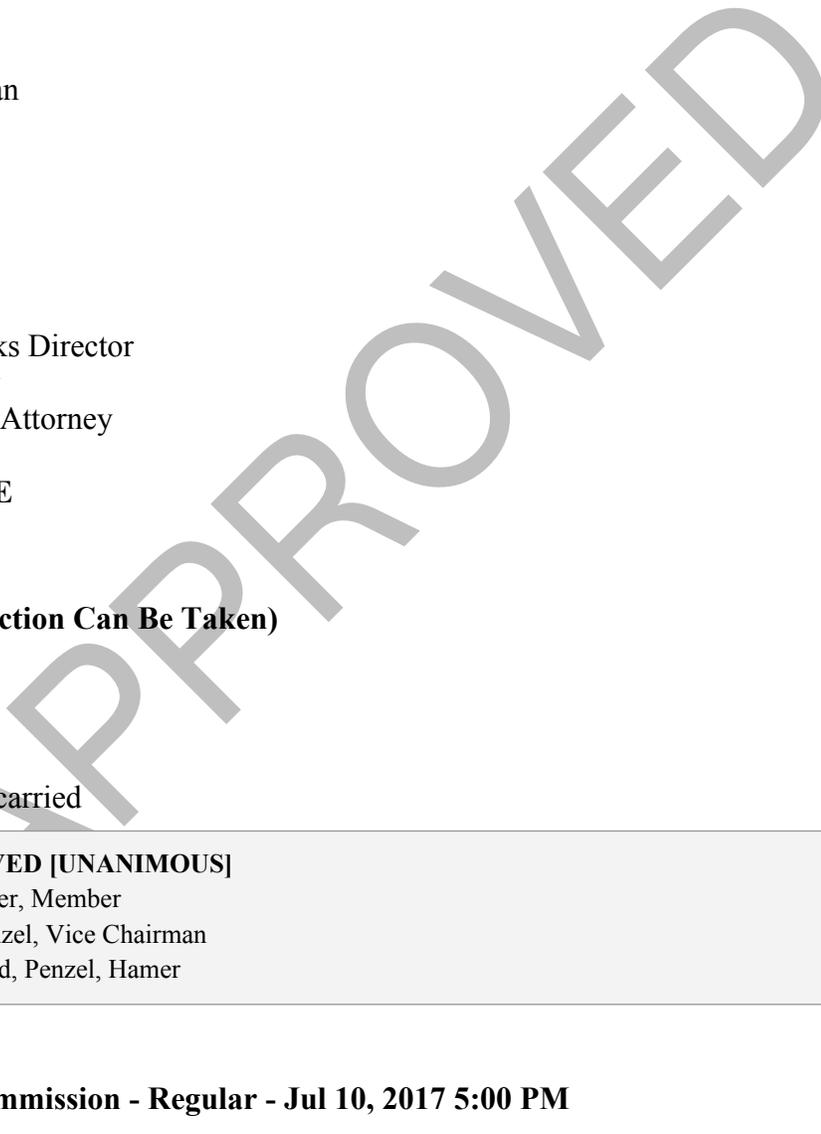
MOTION to approve agenda; carried

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Dan Hamer, Member
<b>SECONDER:</b>	Barry Penzel, Vice Chairman
<b>AYES:</b>	McDermid, Penzel, Hamer

**APPROVAL OF MINUTES**

**Regional Transportation Commission - Regular - Jul 10, 2017 5:00 PM**

MOTION to approve minutes of the July 10, 2017 with members to be referred to with formal name, first and last name.



Minutes Acceptance: Minutes of Jul 27, 2017 5:00 PM (APPROVAL OF MINUTES)

## Douglas County Regional Transportation Commission

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Barry Penzel, Vice Chairman
<b>SECONDER:</b>	Dan Hamer, Member
<b>AYES:</b>	McDermid, Penzel, Hamer

### PUBLIC HEARINGS

**1. For possible action. Discussion to reject the awarding of the Douglas County 2017 Dump Road Reconstruction Project to Q & D Construction, Inc., in the amount of \$1,985,000.00 which was budgeted for in Fiscal Year 2017/2018 at \$1,500,000, and direct staff to re-advertise the project. (Jon Erb)**

Jon Erb discussed the bid process for the project and gave details about the two bids that were received by Sierra Nevada Construction and Q&D Construction. Q&D Construction was low bidder. Jon Erb recommends rejection of the bid. Nancy McDermid was concern that the road would not last another year. Jon Erb said that the road would last another year and that we could absorb the cost. Barry Penzel asked if the project could be re-advertised today. Jon Erb explained that we wouldn't make the remainder of the construction season. Barry Penzel agrees that the bid is too high above the engineers estimate. Barry Penzel asked if the Engineers Estimate can be reviewed and moved up by 10%. Jon Erb said that Eastern Sierra Engineers would revisit the estimate and adjust it accordingly.

No Public Comments.

MOTION Reject the bids for the Douglas County 2017 Dump Road Reconstruction Project which was budgeted for in Fiscal Year 2017/2018 at \$1,500,000, and direct staff to re-advertise the project and reevaluate the engineers estimate.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Barry Penzel, Vice Chairman
<b>SECONDER:</b>	Dan Hamer, Member
<b>AYES:</b>	McDermid, Penzel, Hamer

**2. For possible action. Discussion to approve a contract for construction administration, surveying, materials testing, and project closeout services for the Pinenut/Dump Road Reconstruction Project to Eastern Sierra Engineering, P.C. in an amount not to exceed \$68,210 and authorize the Public Works Director to approve change orders up to 10% of the bid amount. The approval is conditioned upon the award of the Dump Road Reconstruction Project. (Jon Erb)**

Item contingent on 1st item - no action on item

**3. For possible action. Discussion to approve a contract for Final Design and Bidding services for the Waterloo Lane Reconstruction Project to Lumos & Associates, in an amount not to exceed \$81,800, and authorize the Public Works Director to approve contract amendments up to 10% of the bid amount. (Jon Erb)**

**Douglas County Regional Transportation Commission**

Jon Erb gave the history of the design work on Waterloo Lane that started several years ago that included design up to 90 percent level. Jon Erb described the scope of work to finish the design and include a meeting with the residents along the roadway.

No Public Comments.

MOTION Approve a contract for Final Design and Bidding services for the Waterloo Lane Reconstruction Project to Lumos & Associates, in an amount not to exceed \$81,800, and authorize the Public Works Director to approve contract amendments up to 10% of the bid amount.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Barry Penzel, Vice Chairman
<b>SECONDER:</b>	Dan Hamer, Member
<b>AYES:</b>	McDermid, Penzel, Hamer

**4. For presentation only. Reports/updates from staff regarding the 5-year transportation plan projects. (Jon Erb)**

Jon Erb gave an update of all the existing construction projects and the projects that are currently underway for design. Waterloo Lane is being finalized and Tillman Lane is moving forward and both projects will be advertised for this winter for spring construction. Dresslerville Road is also on the schedule of next spring. Centerville Lane is on hold for reconstruction waiting a grant application to replace the large culverts. Nancy McDermid talked about how Carson City and the City of South Lake Tahoe are working on funding sources for their backlog in maintenance.

**CLOSING PUBLIC COMMENT (No Action)**

No Public Comments.

**ADJOURNMENT**

MOTION to adjourn

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Nancy McDermid, Chairwoman
<b>SECONDER:</b>	Barry Penzel, Vice Chairman
<b>AYES:</b>	McDermid, Penzel, Hamer

There being no further business to come before the Regional Transportation Commission, the meeting adjourned at 5:40 p.m.

Respectfully submitted:

Minutes Acceptance: Minutes of Jul 27, 2017 5:00 PM (APPROVAL OF MINUTES)

Douglas County Regional Transportation Commission

Approved:

\_\_\_\_\_  
Nancy McDermid, Chairwoman

UNAPPROVED

Minutes Acceptance: Minutes of Jul 27, 2017 5:00 PM (APPROVAL OF MINUTES)

**Douglas County Regional Transportation Commission**

**AGENDA ACTION SHEET**

1. **Title:** For possible action. Discussion to approve a contract for Civil Design and Bidding services for the Dresslerville Lane Reconstruction Project to Eastern Sierra Engineering, in an amount not to exceed \$45,945.00, and authorize the Public Works Director to approve contract amendments up to 10% of the contract amount. (Jon Erb)

2. **Recommended Motion:** Approve the contract for Civil Design and Bidding services for the Dresslerville Lane Reconstruction Project to Eastern Sierra Engineering, in an amount not to exceed \$45,945.00, and authorize the Public Works Director to approve contract amendments up to 10% of the contract amount.

3. **Meeting Date:** October 24, 2017      **Time Required:**

4. **Background Information:** The Dresslerville Lane Reconstruction project is one of the five projects approved by the Board in October 2016. The geographical limits of the project are from the Junction of Riverview Drive to the intersection of SR 756. The scope of work consist of Preliminary and Final Design, Specifications, and Engineer's Estimate. Because the NDOT/Douglas County Bicycle and Pedestrian Masterplan includes bike lanes on this route, the scope of work will also include estimates with and without the possible widening of the road for bike lanes at the preliminary level, so that the County can determine if bikes lanes are financially feasible.

5. **Commission Action:**

_____ <b>Approved</b>	_____ <b>Approved with Modifications</b>
_____ <b>Denied</b>	_____ <b>Deferred</b>
_____ <b>Other</b>	

# CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**EASTERN SIERRA ENGINEERING, P.C.**

This Contract for Services by an Independent Contractor (the “Contract”) is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the “County”), and Eastern Sierra Engineering, P.C. (“Contractor”). The County and Contractor are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

**WHEREAS**, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

**WHEREAS**, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties. Time is of essence for performance of the professional services described herein and all tasks must be completed by Friday, April 27, 2018.

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that:

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;

- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

**3. INDUSTRIAL INSURANCE.** Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

Eastern Sierra Engineering, P.C. has entered into a contract with Douglas County to perform work through Friday, April 27, 2018 and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County  
Public Works Department  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

**4. SERVICES TO BE PERFORMED.** The Parties agree that the Contractor will perform the following services:

- A. Perform evaluation of existing conditions, preliminary design, final design and bidding services for work associated with the reconstruction and widening of Dresslerville Road from Riverview Road to the intersection of SR 756. Exhibit A includes the detailed scope of work and rate schedule.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed Forty Five Thousand, Nine Hundred Forty Five Dollars (\$45,945) (the “Contract Price”). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

**6. TERMINATION OF CONTRACT.** Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach.

**7. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County’s obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County’s discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

**8. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney’s fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney’s fees and costs will be awarded to the prevailing party at the discretion of the court.

**9. COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

**10. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**11. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**12. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

**13. PUBLIC RECORDS LAW.** Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**14. INDEMNIFICATION.** Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

**15. MODIFICATION OF CONTRACT.** The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**16. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement.

**17. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**18. WAIVER OF LIEN.** Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

**19. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**20. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**To County:** Douglas County  
Attn: Public Works Director  
1120 Airport Road, F2  
Post Office Box 218  
Minden, Nevada 89423  
Telephone: (775) 782-6227

**To Contractor:** Eastern Sierra Engineering, P.C.  
4515 Towne Drive  
Reno, NV 89521-9696  
Telephone: (775) 828-7220

**21. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

**IN WITNESS WHEREOF**, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

**Eastern Sierra Engineering, P.C.**

By: \_\_\_\_\_  
**Gerry Jensen P.E. - President** (Date)

**Douglas County**

By: \_\_\_\_\_  
**Nancy McDermid- Chair Person** (Date)  
**Regional Transportation Commission**

Attachment: Eastern Sierra Engineering -Dresslerville Road Design Services (2690 : Discussion to approve a contract for Civil Design and



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220  
 fax: 775.828.7221  
 4515 Towne Drive  
 Reno, NV 89521-9696  
 www.esenr.com

September 5, 2017

Jon S. Erb, P.E.  
 Senior Engineer  
 Douglas County Public Works  
 1120 Airport Road  
 Minden, NV 89423

**Engineering Design Services  
 Dresslerville Road Reconstruction Project**

Dear Jon,

Eastern Sierra Engineering (ESE) is pleased to provide this proposal for Engineering Design Services for the work associated with the Dresslerville Road Project in Douglas County, Nevada. The project consists of the rehabilitation and/or reconstruction of Dresslerville Road from Highway 756 to Riverview Drive (approximately 7,400 feet). Rehabilitation and/or reconstruction will include considering two 12' travel lanes with two 5' bikes lanes. An engineer's opinion of probable cost will be developed at the 30% design level to ensure the project can be constructed within budget. If the opinion of probable cost exceeds the budget, the design will proceed by replacing existing improvements.

1.0 SCOPE OF SERVICES

Our Scope of work will generally consist of the following tasks:

1. Condition Survey.
  - a. ESE will evaluate existing driveway approaches and identify damaged driveway approaches which should be replaced.
2. Utility Investigation/Depiction
  - a. Overhead Utilities: ESE will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected.
  - b. Subsurface Utilities: ESE will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, ESE will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

- c. Utility coordination: Based on field investigation, ESE will provide the County a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. The County will issue the initial notification to the utility agencies on the list and ESE will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

## 2.0. Preliminary Design

1. Mapping. Provide field topographic survey in a digitized format for plan view at a scale of 1"=20' with a width at least 25 feet behind the existing edge of pavement along the length of the project to provide for consideration of improvements and grade continuity at side streets.
2. Project Coordination. Attend meetings, review reports, and provide project coordination.
3. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for County review.

## 3.0. Final Design

1. Prepare Final Plans and Specifications
  - a. Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with County standards and requirements. The County will provide the boilerplate on disk in MS Word format. The County and Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, approximate right-of-way lines, cross-sections and construction/slope limits. The final plan set will include, as a minimum:

- Cover Sheet
- Plan/Profile Sheets (at 1"=50' scale)
- Striping Plan Sheets (at 1"=50' scale)
- Detail Sheets (scales as noted).

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the County, utility agencies and other affected parties for review at the 30%, 90%, 100%, and final stages of completion per the following:

- 30% & 90% Plans – One 22"x34" set and two 11"x17" sets to the County, and one 11"x17" set each to utility agencies and other affected parties.
  - 90% Specifications – One set to the County.
  - 100% Plans – One 11"x17" to the County.
  - 100% Specifications – One set to The County.
  - Final Working Plan Set – One 22"x34" and one 11"x17" set to the County.
  - Final Working Specification Document – One set to the County, one copy in MS Word format of the Contract Documents and Technical Specifications to the County.
- b. Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.
- c. Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide the County a list of utility agencies provided design review submittals and Utility Agency review comments.
2. Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by ESE. ESE will also estimate the number of working or calendar days, as appropriate, for the construction of the project. At this time we have assumed a 30 working day contract.

4.0. Bidding Services

1. Plan Set and Specification Distribution. ESE will provide the County with final plans and specifications, including addenda, in Portable Document Format (PDF).
2. Pre-bid Meeting. ESE will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to the County. ESE will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the County. ESE will prepare and provide a PDF summary of the pre-bid meeting, as directed by the County.
3. Bid Opening. ESE will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. ESE will assist with tabulation of bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

With the scope outlined above we estimate the fees for our services to be \$45,945. A summary of fees by task is shown below and the attached Estimated Cost Summary presents a detailed breakdown of our estimate.

<b>Task</b>	<b>Fee</b>
1.0 Existing Conditions	\$3,240.00
2.0 Preliminary Design	\$26,415.00
3.0 Final Design	\$14,280.00
4.0 Bidding Services	\$2,010.00
<b>Estimated Total</b>	<b>\$45,945.00</b>

The estimated fee amount would not be surpassed without your written authorization. Additional work outside the above outlined scope of work shall be billed according to the attached Fee Schedule.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information.

Sincerely,  
**Eastern Sierra Engineering, P.C.**



Shawn W. Jenkins, P.E.  
Principal Engineer

Attachments: Estimated Cost Summary  
2017 Standard Rates for Technical Services

Attachment: Eastern Sierra Engineering -Dresslerville Road Design Services (2690 : Discussion to approve a contract for Civil Design and

**Dresslerville Road  
Reconstruction Project  
Estimated Cost Summary**

Task Description		Project Manager (\$120/hr)	Project Engineer (\$105/hr)	Senior Tech (\$85/hr)	Expenses	Sub- consultant
<b>Task 1.0 Existing Conditions</b>						
1.1. Field Review Existing Driveways			12	12		
1.2 a-c Utility Investigation/ Depiction		1	8			
Task 1.0 Hours Subtotal		1	20	12		
Task 1.0 Labor Costs		\$ 120.00	\$ 2,100.00	\$ 1,020.00		
Task 1.0 Non Labor Costs						
Task 1.0 Non Labor Markup (10%)					\$ -	\$ -
<b>Task 1.0 Total</b>	<b>\$ 3,240.00</b>					
<b>Total Not To Exceed Task 1.0</b>	<b>\$ 3,240.00</b>					
<b>Task 2.0 Preliminary Design Services</b>						
1. Mapping						\$ 8,500.00
2. Project Coordination		8	40			
3. 30% Plans						
Title Sheet			2			
Utility Coordination		1	4			
NLA Sheet			2			
Site Plan (one sheet)			4			
Plan and Profile (5 sheets)		2	20			
Striping Plans (3 sheets) Sheet setup only		1	2			
Details (3 Sheets)		1	12			
QA/QC		8				
Specification List		2	1			
Engineers Estimate		20	12			
Plans Submittal		1	8		\$ 500.00	
Task 2.0 Hours Subtotal		44	107	0		
Task 2.0 Labor Costs		\$ 5,280.00	\$ 11,235.00	\$ -		
Task 2.0 Non Labor Costs					\$ 500.00	\$ 8,500.00
Task 2.0 Non Labor Markup (10%)					\$ 50.00	\$ 850.00
<b>Task 2.0 Total</b>	<b>\$ 26,415.00</b>					
<b>Total Not To Exceed Task 2.0</b>	<b>\$ 26,415.00</b>					

Attachment: Eastern Sierra Engineering - Dresslerville Road Design Services (2690 : Discussion to approve a contract for Civil Design and

## Dresslerville Road Reconstruction Project Estimated Cost Summary

Task Description		Project Manager (\$120/hr)	Project Engineer (\$105/hr)	Senior Tech (\$85/hr)	Expenses	Sub-consultant
<b>Task 3.0 Final Design</b>						
1. Final Plans						
Title Sheet			1			
Utility Coordination		2	2			
NLA Sheet			1			
Site Plan (one sheet)			2			
Plan and Profile (5 sheets)		2	20			
Striping Plans (3 sheets)		2	8			
Details (3 Sheets)		2	18			
Specification Preparation		20	12			
QA/QC		18				
Plans Submittal		1	4			
2. Engineers Estimate		2	12			
<b>Task 3.0 Hours Subtotal</b>		49	80	0		
<b>Task 3.0 Labor Costs</b>		\$ 5,880.00	\$ 8,400.00	\$ -		
<b>Task 3.0 Non Labor Costs</b>					\$ -	
<b>Task 3.0 Non Labor Markup (10%)</b>						
<b>Task 3.0 Total</b>	<b>\$ 14,280.00</b>					
<b>Total Not To Exceed Task 3.0</b>	<b>\$ 14,280.00</b>					
<b>Task 4.0 Bidding</b>						
1. Plan/specification Distribution			2			
2. Prebid Meeting		4	4			
3. Bid Opening/Review Bid Documents		4	4			
<b>Task 4.0 Hours Subtotal</b>		8	10	0		
<b>Task 4.0 Labor Costs</b>		\$ 960.00	\$ 1,050.00	\$ -		
<b>Task 4.0 Non Labor Costs</b>					\$ -	
<b>Task 4.0 Non Labor Markup (10%)</b>					\$ -	
<b>Task 4.0 Total</b>	<b>\$ 2,010.00</b>					
<b>Total Not To Exceed Task 4.0</b>	<b>\$ 2,010.00</b>					
<b>Total Design Services Tasks 1 thru 4</b>	<b>\$ 45,945.00</b>					

Attachment: Eastern Sierra Engineering -Dresslerville Road Design Services (2690 : Discussion to approve a contract for Civil Design and



## 2017 STANDARD RATES FOR TECHNICAL SERVICES

### I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

#### A. Professional Services

President	\$170.00/hour
Principal Engineer	\$135.00/hour
Project Manager	\$120.00/hour
Senior Engineer	\$120.00/hour
Project Engineer/Designer	\$105.00/hour
Staff Engineer/Designer	\$100.00/hour

#### B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$100.00/hour
Technician/Inspector (Prevailing Wage)	\$95.00/hour
Senior Technician/Inspector (Regular Wage)	\$85.00/hour
Technician/Inspector (Regular Wage)	\$80.00/hour

### II. Expenses

#### A. Expenses

Transportation	Current IRS Standard Mileage Rate
Supplies & Shipping	Cost plus 15%

#### B. Equipment

Coring per core	\$20.00/each
Pachometer	\$7.50/hr
Torque Wrench	\$25.00/day

### III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

### IV. Field Testing

HDPE Geomembrane Peel & Shear	\$70.00/each
-------------------------------	--------------

## V. Laboratory Testing

<u>Tests</u>	<u>Unit Price/Test</u>
<i>Index Tests</i>	
Moisture Content (ASTM D2216)	\$20.00
Moisture Content and Dry Density	\$35.00
Atterberg Limits (ASTM 4318)	\$85.00
<i>Particle Size Analysis</i>	
Sieve	\$90.00
Minus #200 (ASTM D 1140)	\$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	\$250.00
<i>Specific Gravity</i>	
Soils (ASTM D 854)	\$80.00
Fine Aggregate w/ Absorption (ASTM C128)	\$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	\$75.00
<i>Moisture-Density Relations</i>	
Standard Proctor (ASTM D 698)	\$165.00
Modified Proctor (ASTM 1557)	\$180.00
Compaction Check Point	\$55.00
Rock Correction per Test	\$75.00
<i>Aggregate Testing</i>	
Clay Lumps and Friable Particles (ASTM C 142)	\$75.00
Flat and Elongated	\$100.00
Fractured Faces (Nev T 230)	\$80.00
Sand Equivalent (ASTM D 2419)	\$75.00
Organic Impurities (ASTM C40)	\$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	\$60.00
Sodium Soundness of Aggregates (ASTM C88)	\$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	\$130.00
Durability Index, coarse and fine	\$250.00
Cleanness	\$140.00
Fine Aggregate Angularity	\$100.00
<i>Other Testing</i>	
R-Value Untreated Field Sample (ASTM D2844)	\$250.00
<i>Concrete Testing</i>	
Compression of Concrete Cylinder (ASTM C39)	\$25.00
Compression of Grout Cylinder (UBC 24-28)	\$20.00
Compression of Mortar Cylinder (UBC 24-22)	\$20.00
Hold Cylinder (cured not tested)	\$12.00
Concrete Trial Batch	\$550.00

***Asphalt Concrete Testing***

Bitumen Content by Ignition (AASHTO T308)	\$100.00
Bitumen Content by Solvent Extraction (AASHTO T164)	\$180.00
Mechanical Analysis of Extracted Aggregate (AASHTO T30)	\$90.00
Hveem Stability and Compaction (ASTM D1560/1561) each	\$75.00
Marshall Stability and Flow (ASTM D1559) set of 3	\$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	\$100.00
Bulk Specific Gravity of HMA Specimen (ASTM D2726) each	\$35.00
Swell of Bituminous Mixtures	\$150.00
Moisture Content of Asphalt Mixture	\$40.00
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283) (Lab Produced HMA Sample)	\$1,000.00
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283) (Lab Produced RHMA-G Sample)	\$1,400.00
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324) (Lab Produced HMA Sample)	\$1,100.00
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324) (Lab Produced RHMA-G Sample)	\$1,500.00
Gyratory Compaction and Air Voids (AASHTO T312/T166) (Lab Produced HMA Sample, Set of 3 Briquettes)	\$450.00
Gyratory Compaction and Air Voids (AASHTO T312/T166) (Lab Produced RHMA-G Sample, Set of 3 Briquettes)	\$750.00
Moisture Vapor Susceptibility	\$150.00
RAP Testing (Caltrans LP-9/CT384)	\$2,070.00
Ignition Oven Calibration (AASHTO T308)	\$330.00
Compressive Strength of HMA (AASHTO T167)	\$350.00
Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave)	upon request

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) days after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday

**Douglas County Regional Transportation Commission**

**AGENDA ACTION SHEET**

**1. Title:** For Possible Action. Discussion to make a recommendation to the Tahoe Transportation District as the California Environmental Quality Act (CEQA) lead, the Tahoe Regional Planning Agency (TRPA) as the TRPA lead, the Department of Federal Highways Administration as the National Environmental Policy Act (NEPA) lead regarding the US 50 South Shore Community Revitalization Project (Project) and the Regional Transportation Commission's (RTC) preferred alternative to address the circulation network in the Stateline casino corridor area. (Carl Hasty)

**2. Recommended Motion:** Approve the US 50 South Shore Community Revitalization Project (Project) and recommend pursuing Alternative B, the locally preferred action, as detailed in the attached Memorandum by Tahoe Transportation District, to:

- (1) The Tahoe Transportation District as the California Environmental Quality Act (CEQA) lead,
- (2) The Tahoe Regional Planning Agency (TRPA) as the TRPA lead, and
- (3) The Department of Federal Highway Administration as the National Environmental Policy Act (NEPA) lead on the project for inclusion in the decision hearing process at TTD and TRPA, and for the Record of Decision process of the Federal Highway Administration.

**3. Meeting Date:** October 24, 2017      **Time Required:**

**4. Background Information:** See attached letter from the Tahoe Transportation District.

**5. Commission Action:**

_____ <b>Approved</b>	_____ <b>Approved with Modifications</b>
_____ <b>Denied</b>	_____ <b>Deferred</b>
_____ <b>Other</b>	



*Connecting our communities*

## MEMORANDUM

Date: October 12, 2017

To: Douglas County RTC

From: TTD Staff

Subject: Recommendation on US 50 South Shore Community Revitalization Project and Preferred Alternative

### **Action Requested:**

It is requested the RTC discuss the US 50 South Shore Community Revitalization Project (Project) and make a recommendation to the Tahoe Transportation District as the California Environmental Quality Act (CEQA) lead, the Tahoe Regional Planning Agency (TRPA) as the TRPA lead, the Department of Federal Highways Administration as the National Environmental Policy Act (NEPA) lead on the project and the preferred alternative.

### **Background:**

There is extensive background on this project and all that has been done and prepared since TTD took the project forward in 2009 after TRPA initiated it in 2008. There is an even longer history and background on the project preceding 2008. The project is perhaps more salient today than when it was first proposed four decades ago and included in the 1980 bi-state compact revision. This background discussion will focus on the TTD work since 2009 and draws from previous staff summaries over the recent years. The background discussion picks up after preparation of the project study report (PSR) required by Caltrans to describe the project and prepare for the environmental document analysis.

The TTD is proposing construction of an improved circulation network in and around the Stateline casino corridor area, between a location 0.25 miles southwest of Pioneer Trail in the City of South Lake Tahoe (CSLT), California and Nevada State Route 207, i.e., Kingsbury Grade (SR207) in Douglas County, Nevada. The Project proposes to realign US Highway 50 (US 50) around the Stateline casino corridor area between Lake Parkway in Douglas County, Nevada and a location southwest of Pioneer Trail in South Lake Tahoe, California and create a local main street, including a safer pedestrian and bicycle-friendly roadway and streetscape enhancements within the existing US 50 corridor and the south shore of Lake Tahoe. The affected segment of existing US 50 is approximately 1.1 miles long.

The Project is currently in the preliminary engineering/environmental analysis phase. As required by the environmental regulations of Tahoe Regional Planning Agency (TRPA), California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA), formal environmental public scoping meetings were held on November 11, 2011 and December 7, 2011 at the TTD Board of Directors meeting and the TRPA Advisory Planning Commission meeting, respectively. In addition to the formal scoping meetings, Staff has provided project

CH/ja

presentations to numerous community groups and met with private individuals prior to and since the initiation of scoping. This project is a key implementation strategy identified in several local, regional, and federal planning documents, including the Lake Tahoe Environmental Improvement Program, Stateline/Ski Run Community Plan, City of South Lake Tahoe General Plan, the Douglas County Local Area Plan, the City of South Lake Tahoe's Tourist Core Local Area Plan, and the Lake Tahoe Regional Transportation Plan.

Numerous tasks have been completed by Staff and the consultant team in regards to the Project Delivery Process (PDP), including:

- Initiation of the environmental scoping process and posting of Notice of Intent/Preparation on the Federal Register
- Mailing of over 1,500 scoping notices to affected residents, including door to door distribution
- Commissioning and completion of Relocation Assistance Study in 2012 and updated in 2014
- Completion of a "Project Briefing Package"
- Completion of four public workshops
- Numerous presentations to various community groups
- Commissioning and completion of an economic analysis
- Establishment of a Business Review Committee (BRC), procurement of a BRC meeting facilitator, and completion of a BRC report in 2013
- Development of additional alternatives for the environmental document approved in April 2013
- BRC and Project Delivery Team (PDT) meetings
- Establishment of a Citizen's Review Committee to address the many design concerns and needs expressed by the public and their subsequent report to the TTD Board of Directors in 2013
- Ongoing consultation with PDT members, affected property owners, and the general public

Below is a more detailed background on some of the tasks mentioned above.

#### Relocation Assistance Study

Sensitive to the right of way acquisition necessary to proceed with the Project and once the Project entered the formal environmental analysis phase, the TTD Board approved accelerating the preparation of a relocation plan for potential affected properties, owners, and residents, consistent with particular statutory relocation obligations. The relocation plan provides required demographic and planning information and sets forth the policies and procedures necessary to conform to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.) (the Act). The Draft Plan was developed by Bender Rosenthal, Inc., a professional consulting firm specializing in commercial valuation and right of way services. The preparation of this plan involved the formal notification of property owners and tenants. It also involved field interviews of both. In addition, the TTD's outreach team went door to door to distribute project information to residents.

The Plan is organized in five sections:

1. The regional and specific location of the Project (Section I);
2. An assessment of the relocation needs of those persons subject to displacement as a result of the Project (Section II);

CH/ja

3. An assessment of replacement housing opportunities within the CSLT area (Section III);
4. A description of the policies and procedures that the TTD will follow to meet displaced resident needs and ensure compliance with federal law (Section IV); and
5. Necessary administrative provisions (Section V).

This plan will be updated as necessary to reflect all potential right-of-way impacts associated with each alternative.

*Outreach and Project Briefing Package:*

Approximately 25 alternatives for the realignment of US 50 have been considered over the past 25 years. To better inform the public, agencies, and elected/appointed officials, Staff and the project team prepared a Project Briefing Package that provided a project description, outlines the project delivery process, and articulates the history of alternatives developed during this and previous planning efforts. The Project Briefing Package has been available to the public since October 2012 to coincide with the public workshops hosted on October 30, 2012, November 7, 2012, and December 13, 2012 and has since been distributed to numerous interested parties and individuals. This document has served many purposes with the primary benefit of making the general public aware of the previous planning efforts undertaken by TRPA and the CSLT; the project's role in fulfilling visions outlined in the Stateline/Ski Run Community Plan and CSLT General Plan; the project's goal of achieving and maintaining environmental threshold carrying capacities for air quality, water quality, and scenic resources, amongst others; and finally, the project's ability to transform the Stateline area into a fully functioning bicycle and pedestrian friendly "village." This transformation will be the catalyst for short-term and long-term capital investment and the economic driver to shift the entire south shore from a gaming-based economy to a more diversified economy that places an emphasis on recreation and Lake Tahoe's unique natural resources and setting.

*City of South Lake Tahoe Special Meeting:*

TTD staff and the consultant team conducted a public workshop at a Special Meeting of the CSLT City Council on March 12, 2013 and presented the project history, a project status update, a review of all previous and existing alternatives, and presented potential additional alternatives for environmental analysis. This meeting was scheduled in response to the letter submitted by the CSLT on July 5, 2012, as well as a follow-up letter dated September 25, 2012, and was the last in a series of public meetings prior to the April 4, 2013 TTD Board meeting, when project alternatives were brought forward for decision. The workshop was very well attended by the general public, as well as by representatives from a variety of local, state, and federal agencies. The outcome of the meeting resulted in a recommendation by the City Council that included the following:

- Remove existing Alternatives 2 and 3 from consideration
- Revise the proposed action to reflect the inclusion of the "Triangle Alternative" as the proposed action
- Include the "One-Way Triangle Alternative"
- Include another limited right of way alternative to be determined by TTD, and
- Maintain inclusion of the "No Project Alternative" as required by CEQA, NEPA, and TRPA

It was discussed that the alternative to be determined by TTD included an emphasis on transit and minimization of right-of-way impacts to the maximum extent practicable. This recommendation was approved by the City Council by a vote of 4 to 1.

The subsequent TTD Board action took into consideration factors that included, but were not limited to the City Council recommendation, legal defensibility of the environmental analysis,

CH/ja

cost, schedule, BRC input, as well as public input received as of that date. With the conclusion of the CSLT City Council meeting, TTD staff effectively honored all actions requested by the City Council identified in the July 5, 2012 letter, which was provided to the Board as part of the September 2012 Board meeting packet. TTD staff has continued to coordinate and work directly with City staff, as well as all other stakeholders, throughout the Project Development Process to ensure the project proceeds in the most efficient and effective manner possible.

*Business Review Committee:*

In February 2013, the TTD Board appointed a number of business representatives to the Project's BRC to represent the following categories: small local retail, large national retail, small local tourist accommodation owner, large corporate tourist accommodation owner, small recreation provider, larger recreation provider, local collective business representative, regional collective business representative, large commercial property owner, small commercial property owner, large corporate retail, local restaurant/dining, and commercial real estate broker. One major role of the BRC is to provide a peer review of the Draft Economic Analysis, which was released on March 4, 2013 to the BRC and general public. Prior to the release of the draft report, Economic & Planning Systems, Inc. (EPS), the preparer of the report, provided an overview of the report and the associated initial findings at the first BRC meeting held on February 27, 2013. In addition to presenting the initial findings at that meeting, Staff and EPS also provided a brief presentation on the project and economic report as part of the South Shore Economic Forum held on March 5, 2013. Additional BRC meetings were held on March 14, March 27, and April 3, 2013, with the final meeting scheduled for April 10, 2013.

The final meeting served to complete the tasks identified by the Board as part of the motion made and approved at the February 8, 2013 meeting. Immediately following the April 14 meeting, a final BRC Summary Report was prepared by Staff and the BRC facilitator, AIM Consulting, and distributed to the Board at the April 12, 2013 meeting. This was initially due from the BRC by April 4, 2013, however a meeting had to be pushed out due to scheduling conflicts.

The BRC meetings had been well received, as well as consistently attended by the members appointed by the Board. The dialogue proved to be very valuable and constructive, with member's comments, input, and suggestions focusing on project solutions, with the intent of developing the most beneficial project for the environment and the community.

*Environmental Document Project Alternatives*

As noted, Staff and the consultant team sought and obtained a considerable amount of input and feedback from both public and private stakeholders over the course of this project planning effort. Public feedback to date has ranged from overall project support to support for allowing the environmental process to be complete to some members of the community voicing their outright opposition to the project. The public workshops confirmed there was public interest in undertaking the environmental analysis for the project and the alternatives associated with a mountain-side alignment were viewed as the most favorable. In addition to the input obtained through the public workshops, the economic analysis that was commissioned and completed by TTD further validated the long-term economic benefits that could be realized by the project, should the project come to fruition. The analysis also stressed that in order to realize the maximum economic potential and long-term economic benefit an alignment on the mountain-side is superior to a lake-side alignment.

Through these combined efforts, as well as taking into consideration factors, such as legal defensibility of the environmental analysis, cost, and schedule, the TTD Board approved the inclusion of the following alternatives in the environmental analysis:

CH/ja

### **Alternative A - No Project/No Build Alternative**

#### Alternative Description:

Alternative A, the No Project/No Action alternative, assumes that the transportation system and facilities in the project area would remain unchanged. Existing roadway, pedestrian, and streetscape conditions would continue into the foreseeable future.

#### Rationale for Inclusion:

As required by CEQA, NEPA, and TRPA Rules of Procedure, a no build/no project alternative is required to be included in an environmental analysis. The purpose of describing and analyzing a no project alternative is to allow decision makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project.

### **Alternative B (locally preferred action)**

#### Alternative Description:

The "Triangle" Alternative is similar to Alternative D as it follows the "mountain-side" alignment, however, there are major differences in terms of their alignments and lane configurations. Specifically, the Triangle Alternative's US 50/Pioneer Trail intersection is located several hundred feet to the west and then along a new alignment between Moss and Primrose Roads. This alignment allows the project to utilize vacant City-owned property, as well as provide for easier access to existing businesses along existing US 50, such as the Holiday Inn Express, the former Carrow's, and Applebee's, reducing impacts to the existing businesses near the present corner of Pioneer Trail and US 50. Similar to Alternative D, the new US 50 would require right-of-way acquisition from private property owners along Lake Parkway and Montreal Road and state-owned land from Van Sickle Bi-State Park, and the connection between Montreal Road and the Pioneer Trail/US 50 intersection would displace residences and businesses southwest of the Heavenly Village Center.

Similar to Alternative D, US 50, between the new intersection with Pioneer Trail and Lake Parkway, would become a local street and converted to two lanes, one way in each direction, with a landscaped median and turn pockets at major driveways and intersections. The respective sections of this stretch of existing US 50 would be relinquished to the CSLT and Douglas County. Expanded sidewalks, bicycle lanes, and traffic signals would be installed to improve the flow of traffic, improve pedestrian safety, and encourage the use of alternative transportation modes along the roadway. The project also includes landscaped buffers between US 50 and the sidewalks, streetscape amenities, and gateway features.

Options that would be considered under this alternative include construction of roundabout at Lake Parkway/US 50 intersection or a traditional intersection; construction of a pedestrian bridge from the Heavenly Village to Van Sickle Bi-state Park; conversion of Lake Parkway West from two lanes to potentially three or four lanes; and conversion of Stateline Avenue from two lanes to potentially three or four lanes.

#### Rationale for Inclusion:

This alternative evolved from public input and comments obtained as part of the scoping process initiated in November 2011, as well as input provided by the City Council. Additionally, this alternative was presented at the public workshops and the public indicated support for this alternative in concept. Staff recommended inclusion of this alternative within the environmental analysis as it provides for an additional alternative to be evaluated; appears to meet the Need and Purpose; has the potential to reduce right of way impacts and associated costs, and the

CH/ja

direct and indirect impacts to potentially affected business, including business access. Staff also recommended that this alternative be identified as the “proposed action” and the Board voted to approve inclusion of this alternative in the environmental analysis as such. Modifying the proposed action was documented in a revised scoping notice that was redistributed following the outcome of the April 2013 Board meeting.

### **Alternative C: “Triangle One-Way”**

#### Alternative Description:

The “Triangle One-Way” Alternative generally follows the same alignment as the Triangle Alternative with the major difference being that the core area, while being narrowed to two lanes in the eastbound direction only, would be designated as US 50 East. The southern (mountain side) alignment would consist of two lanes in the westbound direction and would be designated US 50 West. No relinquishment of state right-of-way to local control would occur with this alternative.

#### Rationale for Inclusion:

This alternative is being proposed for inclusion in the environmental analysis to provide an alternative that is consistent with the project goals and objects, but also potentially reduces the displacement of residences and business, minimizes right-of-way acquisition and associated costs, as well as construction costs.

### **Alternative D: Project Study Report Alternative 2**

#### Alternatives Description:

Under Alternative D, US 50 would be realigned around the Stateline casino corridor area between Lake Parkway in Nevada and a location southwest of Pioneer Trail in California. The new US 50 alignment would be four lanes (two travel lanes in each direction) with a dedicated left-turn lane and left-turn pockets at intersections, and would follow Lake Parkway south from its intersection with US 50 in Nevada. Alternative D involves realigning US 50 along Lake Parkway on the mountain side behind Montbleu and Harrah’s casinos. East of the casinos, the realigned US 50 would continue behind the Heavenly Village Center (Raley’s Shopping Center) and then along a new alignment between Fern and Echo Roads, rejoining US 50 at its intersection with Pioneer Trail. Two new cul-de-sacs would be constructed at the end of Echo and Montreal Roads. The new US 50 would require right-of-way acquisition from private property owners and state-owned land from Van Sickle Bi-State Park along Lake Parkway and Montreal Road, and the connection between Montreal Road and the Pioneer Trail/US 50 intersection would displace existing residences and businesses southwest of the Heavenly Village Center.

Within the casino corridor between Pioneer Trail and Lake Parkway, US 50 would become a local street and would be converted to two lanes, one way in each direction, with a landscaped median and turn pockets at major driveways and intersections. The respective sections of this stretch of existing US 50 would be relinquished to the CSLT and Douglas County. Expanded sidewalks, bicycle lanes, and traffic signals would be installed to improve the flow of traffic, improve pedestrian safety, and encourage the use of alternative transportation modes along the roadway. The project also includes landscaped buffers between US 50 and the sidewalks, streetscape amenities, and gateway features.

Options that were considered under this alternative include construction of a roundabout at Lake Parkway/US 50 intersection or a traditional intersection; construction of a pedestrian bridge from the Heavenly Village to Van Sickle Bi-state Park; conversion of Lake Parkway West from two

lanes to potentially three or four lanes; and conversion of Stateline Avenue from two lanes to potentially three or four lanes.

**Rationale for Inclusion:**

This alternative was developed as part of the “US Highway 50/Stateline Transportation Study” developed by TRPA in 2004. This alternative was further analyzed in the required Caltrans Project Study Report (PSR) completed by the TTD; approved by Caltrans District 3 in June 2010; and identified as the “proposed action” in the 2011 Notice of Intent/Notice of Preparation. Field data has been collected to develop the various technical and natural resource reports required by CEQA, NEPA, and TRPA as it relates to this alternative. The data collected does not indicate any fatal flaws in this alternative and is consistent with the adopted “Need and Purpose” developed for the project which sets the stage for alternatives to be considered. Inclusion of this alternative will provide a basis for a comparative analysis between the alternatives and assist in providing local, state, regional, and federal decision makers with a “reasonable range” of alternatives when considering and determining the preferred alternative for project approval. This alternative did receive favorable comments from members of the public that attended the suite of public workshops held in fall 2012.

It should be noted that the CSLT and potentially affected property owners and tenants have gone on the record to express their concerns over this alternative, due to potential business and housing impacts, which has been formally documented in the September 25, 2012 letter referenced above.

**Alternative E: “Skywalk”**

**Alternative Description:**

The “Skywalk” Alternative proposes to construct an elevated concrete decked pedestrian mall above existing US 50 from approximately the California/Nevada state line to approximately the eastern entrance of Horizon Casino and Mont Bleu Resort and Casino. Aesthetic treatments would be applied to the concrete deck structure and landscaping, street furniture, and other amenities would be provided for on the “Skywalk.” At grade access to the “Skywalk” would be provided by stairs, escalators, and/or elevators at locations along the alignment to provide both ambulatory and Americans with Disability Act access. With this alternative, US 50 would remain in its current configuration requiring little to no right of way acquisition.

**Rationale for Inclusion:**

This alternative was developed in response to recommendations received as part of the public workshops/open houses, as well as a request by the CSLT City Council to consider an alternative that requires little to no right-of-way acquisition. Initial screening indicates that this proposed alternative generally meets the Need and Purpose and achieves various project goals and objectives, while also providing an alternative that fully avoids displacement of business and residences. Staff recommended inclusion of this alternative to complete the “range of alternatives” to be considered in the environmental analysis.

**Discussion:**

As described above, TTD and Project Development Team partners have worked diligently, assuming the lead role in project development activities necessary to prepare the environmental documentation as required under CEQA, TRPA, and NEPA and resulting in the completion of the Project’s Public Draft Joint Environmental Document. Consistent with public circulation and review processes, a Notice of Availability (NOA) for the Joint Environmental Document was issued to the California State Clearinghouse on April 24, 2017, initiating a 75-day public comment period. During the 75-day public comment period, three public hearings were held on

CH/ja

June 9, 2017, June 14, 2017, and June 28, 2017 before the TTD Board of Directors, TRPA Advisory Planning Commission, and TRPA Governing Board, respectively. Following the conclusion of the public comment period on July 7, 2017, all comments received have been aggregated and the process of preparing responses and a final environmental document is underway.

The final environmental document and local government recommendation(s) will be part of the consideration in the certification, approval, and selection of a preferred alternative by the respective lead agencies. Certification dates for this action have not yet been set.

The Draft EIR/EIS/EA can also be found at the following websites:

[www.trpa.org/get-involved/major-projects/](http://www.trpa.org/get-involved/major-projects/)

[www.tahoetransportation.org/us50](http://www.tahoetransportation.org/us50)

TTD recommends that the RTC hear the project presentation and make a recommendation on the project and the preferred alternative for inclusion in the decision hearing process at TTD and TRPA, and for the Record of Decision process of the Federal Highway Administration.

**Additional Information:**

If you have any questions or comments regarding this item, please contact Carl Hasty at [chasty@tahoetransportation.org](mailto:chasty@tahoetransportation.org) or (775) 589-5501.

Recommend approval of the US 50 South Shore Community Revitalization Project and recommend Alternative B the locally preferred action for inclusion in the decision hearing process at TTD and TRPA, and for the Record of Decision process of the Federal Highway Administration.