

Department of Transportation Board of Directors Notice of Public Meeting 1263 South Stewart Street Third Floor Conference Room Carson City, Nevada August 19, 2019 – 9:30 A.M.

#### AGENDA

- Welcome / Call to Order Governor Steve Sisolak, Lt. Gov. Kate Marshall, Controller Catherine Byrne, Virginia Valentine, Len Savage, B.J. Almberg
- 2. Public Comment (The first public comment is limited to comments on items on the agenda. No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three (3) minutes.)
- 3. Approval of the June 17, 2019 Nevada Department of Transportation Board of Directors Meeting Minutes *For possible action.*
- 4. Receive Director's Report *Informational item only.*
- 5. Approval of Agreements over \$300,000 *For possible action*.
- 6. Contracts, Agreements, and Settlements Pursuant to NRS 408.131 the Board may delegate authority to the Director which the Director may exercise pursuant to NRS 408.205. These items and matters have been delegated to the Director by the Board by resolutions in April 1990 and July 2011. *Informational item only.*
- 7. Approval of Director of the Nevada Department of Transportation's Delegated Authority *For possible action.*
- 8. Approval of the Fiscal Year 2020 NDOT Annual Work Program *For possible action*.
- 9. Resolution of Abandonment *For possible action*.
  - a) Disposal of a portion of NDOT right-of-way, a portion of Tuscarora Road in Carlin, County of Elko, State of Nevada (SUR18-11)
- 10. Direct Sale For possible action.
  - a) Disposal of NDOT right-of-way, a parcel of land at the intersection of W. Washington Avenue and A Street near IR-15 in the City of Las Vegas, County of Clark, State of Nevada (SUR 18-04)
- 11. CWG Update Informational item only.
- 12. Public Comment (This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three (3) minutes.)
- 13. Adjournment For possible action.



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#### 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.
- The Board will limit public comments to three (3) minutes per speaker and may place other reasonable restrictions on the time, place, and manner of the public comments based upon viewpoint.
- Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. If special arrangements for the meeting are necessary, please notify Renee Jacobs at (775) 888-7440 or <a href="mailto:rjacobs@dot.nv.gov">rjacobs@dot.nv.gov</a> as soon as possible and at least two (2) days in advance of the meeting.
- This meeting is also expected to be available via video-conferencing, at the Nevada Department of Transportation District One Office located at 123 East Washington, Las Vegas, Nevada in the Conference Room and at the District III Office located at 1951 Idaho Street, Elko, Nevada.
- Copies of non-confidential supporting materials provided to the Board are available upon request.
- Request for such supporting materials should be made to Renee Jacobs at (775) 888-7440 or rjacobs@dot.nv.gov.
- Such supporting material is available at 1263 South Stewart Street, Carson City, Nevada 89712 and, if available on-line, at www.nevadadot.com.

This agenda was posted at the following locations:

https://www.nevadadot.com/doing-business/public-involvement-information

Nevada Dept. of Transportation	Nevada Dept. of Transportation	Nevada Dept. of Transportation
1263 South Stewart Street	123 East Washington	310 Galletti Way
Carson City, Nevada	Las Vegas, Nevada	Sparks, Nevada
Nevada Dept. of Transportation 1951 Idaho Street Elko, Nevada	Governor's Office Capitol Building Carson City, Nevada	State of Nevada Gov. <u>https://notice.nv.gov/</u>



Board of Directors • Meeting Minutes

June 17, 2019 9:30 а.м.

Meeting Location:

1263 South Stewart Street Third Floor Conference Room Carson City, Nevada 89711 123 East Washington Avenue Building B Las Vegas, Nevada 89101

#### 1. Welcome/Call to Order

Governor Sisolak called the meeting to order on Monday, June 17, 2019 at 9:30 AM. Roll call was conducted, and a **quorum was established**.

#### 2. Presentation of Retirement Plaques to 25+ Year Employees (Informational Item)

Director Swallow read off the names and positions and years of service for the 12 Department members retiring. She and the Governor thanked them for their many years of service and dedication to the roads and people of the state of Nevada.

#### 3. Presentation of Awards (Informational Item)

Cole Mortensen, Assistant Director of Engineering, presented the following awards:

- American Trails 2019 Trail Partnership Award: the organization awarded the joint efforts for the Nevada Department of Transportation (NDOT) and the Tahoe Transportation District as part of 13 agencies and other non-profit project partners who came together to develop and construct the State Route Shared-Use Bike Path at Lake Tahoe. The three-mile path is scheduled to open in July of 2019.
- Alcatel-Lucent Enterprise IT Vanguard Award: recognizes NDOT Traffic Operations Technology Manager Jim Whalen as one of 11 North American information technology leaders who are transforming network communications and bringing value to their organizations with innovative IT projects which ultimately serve the end user.
- Intelligent Transportation Society of Nevada (ITS) Best ITS Project of the Year Over \$2 Million NDOT's Traffic Operations Technology Section: recognized NDOT's ITS Core Network Upgrade project. NDOT's intelligent transportation system supports many critical services such as traffic cameras, roadway weather sensors, which serve the traveling public with vital road information, and other support.
- Intelligent Transportation Society of Nevada Most Influential ITS Professional in Nevada: The recipient is NDOT ITS Network Administrator Gary Molnar. The Intelligent Transportation Society of Nevada recognized NDOT ITS Network Administrator Gary Molnar as Nevada's most influential ITS professional for administering NDOT's ITS Core Network Upgrade project.



Board of Directors • Meeting Minutes

June 17, 2019 9:30 а.м.

#### 4. Receive Director's Report (Informational Item)

Director Swallow started her report with the very good news that according to the most recent *U S News and World Report*, Nevada was ranked the #1 Transportation System in the nation based on road and bridge quality, public transit usage and average commute time to work. In other rankings in this study, Nevada was 4<sup>th</sup> in overall infrastructure and they have the nation's 2<sup>nd</sup> best bridges.

There has been a decrease in unrestrained occupant fatalities, hopefully that's a sign that more people are buckling up. Unfortunately, pedestrian fatalities continue to increase. The Director said she was looking forward to giving out the annual zero fatality awards to counties during their state tour in the summer.

Director Swallow gave an update on the procurement for the SBX Project in Reno. Although they had previously announced that they would be giving notice of the award in August 2019, that is going to be postponed while the staff works through finding a more cost-effective solution to the project. Last summer, NDOT short-listed four proposers for the design-build procurement. One of those proposers decided to withdraw from the procurement and so three proposals were submitted. One of those was deemed non-responsive because they didn't conform with the procurement documents. To make a change necessary to align with the procurement documents would have substantially or materially changed their proposal or their proposal price. The two remaining proposals that were submitted and were responsive but were not cost effective. The NDOT project team will be meeting individually with the responsive proposers to understand the reasoning behind their increased costs. From there, NDOT will determine the best path forward, whether the Department needs to change the documents or change the procurement.

Director Swallow gave a report on the opening of their new Small and Disadvantaged Business Resource Center. She said the Department is constantly working to ensure that they can grow small businesses and provide them with the opportunities to pull themselves up as well. What this center will do is provide a one-stop shop where current and interested small and disadvantaged businesses can come and they will be able to have access to attorneys, to accountants, and to people who can help them when they figure out what it means to be small in business. It's a one-stop shop where they have all the experts in one place and that can really help them as they work to get work with the Department or in other cases, other communities, or in other industry areas. It was a great turnout. There's a networking session up with Associated General Contractors (AGC) in Reno and the Department is looking to provide a similar resource center in Reno/Sparks community.

There are two ribbon cuttings to commemorate:

The Kyle Canyon Interchange in Las Vegas on June 20, 2019. This is Phase 2B/5 and its part of the US-95 Northwest Corridor Improvements from Durango to Kyle Canyon.

The SR-28 Shared-Use Path Lake Tahoe, that just won the American Trails 2019 Trail Partnership Award, on June 28, 2019.



Board of Directors • Meeting Minutes

June 17, 2019 9:30 а.м.

Director Swallow moved on to personnel information. She announced the sad news that a Department friend and coworker, Greg Dotson, passed away. He started his career in 1990 as a development technician and then he worked at District 2 and Headquarters IT as a Communications Professional. He was respected and loved by many of his peers and will be missed greatly.

Director Swallow said that Thor Dyson has retired since the last Board Meeting. She said she is excited that Mr. Dyson has been able to find the next new chapter in his life and NDOT looks forward to working with him as he continues along that path.

And finally, Cole Mortensen will be assuming the role of Deputy Director of Planning and Performance at NDOT. The Department is doing a reorganization and there will be a Deputy Director of Planning and Performance, a Deputy Director of Project Delivery and a Deputy Director of Operations and Maintenance. The Project Delivery position is currently being advertised. The Department is looking forward to filling those positions and then backfilling Mr. Mortensen's soon to be vacant position, all in a transition to help really meet the needs of all Nevadans most effectively and efficiently.

Governor Sisolak thanked the Director for her report and asked if there were any questions.

Member Savage asked Director Swallow if her staff could review and clarify the history on the Nevada Pacific Parkway at a future Board of Director Meeting. Since 2006 when the original agreement was made, there have been several administration changes and amendments. Member Savage thinks it would be in the best interest of the Department and the people of Nevada to have an update on this matter at a future meeting.

Governor Sisolak asked for more details about the outreach efforts for the small business resource center. Was the Department reaching out to some of the more disadvantaged minority communities? Deputy Director Tracy Larkin and Director Swallow assured him that indeed the Department was doing that, partnering with Nevada Contractor's Association of Southern Nevada, Latin Chamber, Urban Chamber, and Asian Chamber.

Member Martin suggested staff contact an organization called BOWD (B-O-W-D) in Clark County. They have a consolidation of lists of small businesses. His son, Guy, with Martin Harris Construction has been very active in that organization. If they reach out to him maybe some of their work has already been accomplished by this organization.

#### 5. Public Comment #1

None.



Board of Directors • Meeting Minutes

June 17, 2019 9:30 а.м.

## 6. Appointment of Deputy Director Tracy Larkin-Thomason to serve as the Secretary to the Transportation Board (For Possible Action)

Director Swallow explained they are required as the Board, to have a Secretary. Bill Hoffman was serving as their Secretary. Since he retired, they need to replace this position. They are recommending that Tracy Larkin-Thomason serve in that role and are looking for a motion from the Board to support that.

Motion:	Appoint Tracy Larkin-Thomason to serve as the Secretary to the Transportation Board
By:	Lieutenant Governor Marshall
Vote:	Unanimous

### 7. Approval of the May 13, 2019 Nevada Department of Transportation Board of Directors Meeting Minutes (For Possible Action)

Motion:Approve May 13, 2019 Nevada Department of Transportation Board of Directors Meeting<br/>MinutesBy:Member Len Savage

Vote: Unanimous

#### 8. Approval of Contracts Over \$5,000,000 (For Possible Action)

Governor Sisolak asked if anyone had any questions on Agenda Item 8.

Member Almberg had a question on item #1. He asked since they did an award for the freeway in the same general area just a month prior, is there a systematic problem with the concrete freeways up there? Assistant Director of Engineering Cole Mortensen, answered that it's not a systematic problem, but just prioritized maintenance work for those stretches of road. They stagger the maintenance and so over time, they just come back on that maintenance cycle to make sure that the roads are maintained statewide.

Member Almberg had a comment on #3, on Highway 50. He commented that there is a lot of spending on Highway 50. Highway 93 seems to be the more used roadway as far as the traffic counts are concerned. He knows the work is needed on 50, but 93 is used more.

Governor Sisolak asked how long are the cycles for repaving? Mr. Mortensen said it depends on the materials that that are used. Portland Cement Concrete is about 20 years and typical asphalt pavement is 7-8 years. The Department has various programs using lower cost maintenance methods to try to extend those timeframes to get the most from our funding.

Director Swallow said at the August Board Meeting she'll come back with a full funding accounting of what they've been doing over the past and where they're looking at going in the future. Also, she will provide a



Board of Directors • Meeting Minutes

June 17, 2019 9:30 а.м.

briefing in terms of how they go through the prioritization process on rehab projects and what they're looking at in terms of capacity and safety projects.

Motion:Approve Contracts Over \$5,000,000 under Agenda Item Number 8By:Lieutenant Governor MarshallVote:Unanimous

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

Governor Sisolak asked if anyone had any questions on Agenda Item 9.

Lieutenant Governor Marshall asked when only one person responds, then what is NDOT's protocol? Director Swallow replied when they only have one respondent to a procurement and they are responsive, and their fee is appropriate, they will enter into negotiations and see if they can develop and come to an agreement on a fee. If they do, then they move forward.

The Lieutenant Governor asked if the Department identifies whether there are certain projects which always only get one respondent? Is there an internal discussion about that?

Director Swallow said they do have those conversations with the contracting community. Often what it means is that it's a really slammed market and everyone is just busy. Maybe that project isn't something that's of interest. The intent is to make sure that they can get a broad pool of applicants and proposers on all projects.

Member Savage said it's vitally important to keep those relationships and be proactive and reach out to the contractors and consultants. Make the phone calls. If you don't see somebody on the list, ask why didn't you bid it? Why didn't you submit? Make sure those relationships are kept intact because it's about being competitive at the end of the day.

Governor Sisolak agreed and said often the phone call after the fact, why didn't you bid, was there a reason you find out things that you don't realize were difficult for the bidders to get in there. It would behoove the Department to take advantage of that.

Motion: Approve Agreements Over \$300,000 under Agenda Item Number 9

- By: Member Almberg
- Vote: Unanimous

#### 10. Contracts, Agreements, and Settlements (Informational Item)

Governor Sisolak asked if anyone had any questions on Agenda Item 10.

Member Savage had a question about Item #4. NDOT is contracting for ten years to the Department of Agriculture for a noxious weed program. He wanted to know more about the history of this program. Mr.



Board of Directors • Meeting Minutes

June 17, 2019 9:30 а.м.

Mortensen said noxious weeds have been handled in various ways in the past, but now the Department is understaffed, and this partnership is beneficial to both agencies and the work is being done in conformance with all state laws.

Lieutenant Governor Marshall asked if in addition to preventing noxious weeds, was the Department promoting the growth of non-noxious plants to get those established in those areas? Mr. Mortensen replied that yes, they do manage the plants and the establishment of plants within their right-of-way. They use soil stabilization that has seeds in it and slopes are treated to have native plants. They want to get other plants established so that the noxious weeds can't establish.

## 11. Report on the Status of Road Transfers Between the Department and the City of Las Vegas (Informational Item)

Governor Sisolak said this report was an update on the transfer that is being finalized at Summerlin Parkway for portions of Charleston, Sahara and Fremont. With completion of this transfer, the majority portions of Charleston and Sahara will have been completely transferred to the County or the City of Las Vegas. He asked if there were any questions.

Member Almberg asked why the Department was only doing the north half of the roadway? Did those already transfer in the past? Is the other side the county?

Director Swallow responded yes.

#### 12. FY2020/FY2021 Biennium Equipment Procurement Staff Report (For Possible Action)

Director Swallow reported the Department is looking to procure their annual fleet for FY 2020 as well as their heavy equipment and those items that are at risk for significant price increases for the biennium. The full list of equipment that they are requesting permission to begin procurement on is included in the attachment. Director Swallow said she was ready for any questions the Board might have.

Members did not have any questions, but they did have comments.

Member Savage stated he had many questions formulated before he opened the NDOT procurement packet, but once he read the packet, all his questions were answered. The packet was complete and thorough. The explanations were detailed, and cost benefit analysis was done on every piece of equipment. Job well done.



Board of Directors • Meeting Minutes

June 17, 2019 9:30 а.м.

Member Martin echoed those comments. He said he is a numbers guy and he went through every little thing in detail and the presentation answered every question he could possibly think of.

Motion:Approve FY2020/FY2021n Biennium Equipment Staff Report under Agenda Item Number 12By:Member MartinVote:Unanimous

#### 13. Public Comment #2

There were several public comments:

- Mack Rossi: Highway 80 passes within one block of the downtown Reno area and one block of the University. Many residents feel it's time for NDOT to address the matter of large 100-foot trucks that weigh up as much 45 tons, driving through the downtown area, with speeds from 65-70 miles an hour. In the best interest of the residents of Reno and Sparks, we're asking that the speed be dropped to 55 miles an hour for trucks and restricted from the number one lane.
- Councilwoman Seaman: HOV lanes becoming 24/7 are very unpopular with the residents of her ward. The citizens resent not having access to the roads that their tax dollars pay for because they don't have the ability to carpool. Most of the citizens admit that the only time they use it is when they have their kids or family in the car. They don't believe four lanes, idling in packed traffic while one lane stays virtually empty can be good for the air quality. As we know, carbon monoxide is released during the idling of cars. Las Vegas is not conducive to carpooling for the following reasons: employees here live too far apart from one another making the miles spent meeting up greater than carpooling. Please reconsider the 24/7 on carpool lanes.
- Trish Messenger: HOV lane would be so much better used if we could use it. I'm a motorcyclist, so I can use it anytime, but it's not fair. We spent our tax dollars on this. Again, I'm a concerned citizen and I just don't understand why our tax dollars were spent on this.
- Robert Solomon: HOV hours needs to be adjusted. In the rest of the country they are regulated to align with the workday. I was just in Arizona two weeks ago for a rally for my employer. I was driving around to different areas and over in Arizona, and their HOV lanes are Monday through Friday, 6:00 AM to 9:00 AM and then 3:00 PM to 7:00 PM. In the northeast, where I'm from, most of their HOV lanes are from 6:30 to 9:30 and then 3:30 to 6:30. I appeal to you to change 24/7, 365. I know the road, we need to take this down. There is no logical reason to have HOV restrictions the way they are now.



Board of Directors • Meeting Minutes

June 17, 2019 9:30 а.м.

- Mac Miller: We do not need to have the HOV lanes be 365 24/7.
- Director Swallow said there was one written letter received in the HOV topic that would be added to the record.

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

Motion:AdjournBy:Member MartinVote:Unanimous



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

#### MEMORANDUM

August 2, 2019

TO:	Department of Transportation Board of Directors
FROM:	Kristina L. Swallow, Director
SUBJECT:	August 19, 2019, Transportation Board of Directors Meeting
ITEM #5:	Approval of Agreements Over \$300,000 - For Possible Action

#### Summary:

The purpose of this item is to provide the Board a list of agreements over \$300,000 for discussion and approval following the process approved at the July 11, 2011 Transportation Board meeting. This list consists of any design build contracts and all agreements (and amendments) for non-construction matters, such as consultants, service providers, etc. that obligate total funds of over \$300,000, during the period from May 15, 2019, through July 16, 2019.

#### Background:

The Department contracts for services relating to the development, construction, operation and maintenance of the State's multi-modal transportation system. The attached consists of new agreements over \$300,000 and amendments which increase the total agreement amount above \$300,000 during the period from May 15, 2019, through July 16, 2019.

#### Analysis:

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

#### List of Attachments:

A) State of Nevada Department of Transportation Agreements for Approval, May 15, 2019, through July 16, 2019

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

Approval of all agreements listed on Attachment A

Prepared by: Administrative Services Division

# Attachment

Agreements for Approval Over \$300,000 Page 2 of 278

#### State of Nevada Department of Transportation Agreements for Approval May 15, 2019 through July 16, 2019

Line No. Agreement	No. Amend	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total Amount of Prior F Amendments	ayable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Notes
1 09119	00	JAB CONSTRUCTION, INC.	SUB-SURFACE UTILITY EXPLORATION	Ν	\$2,000,000.00	-		\$2,000,000.00	- 1	19-Aug-2019	30-Jun-2023	-	Service Provider	Hydraulics	Cliff	08-19-19: PROVIDE CLEANING SERVICES AND CONDUCT VIDEO INSPECTION OF CULVERTS FOR UPCOMING DEPARTMENT PROJECTS TO BETTER ENABLE THE HYDRAULIC DIVISION TO PRODUCE DESIGNS THAT ACCURATELY REPRESENT AND ACCOMMODATE THE FIELD CONDITIONS. A LOG OF THE CULVERTS THAT ARE CLEANED WILL BE PROVIDED TO THE OPERATIONS AND MAINTENANCE DIVISION FOR ENTRY INTO THE DEPARTMENT'S ELECTRONIC MAINTENANCE MANAGEMENT SYSTEM (MMS) AND ENTERPRISE ASSET MANAGEMENT SYSTEM (EMAS) FOR ASSET TRACKING, AND DOCUMENTATION OF WHEN THE FACILITIES HAVE BEEN LAST MAINTAINED, STATEWIDE. NV B/L#: NVD20091296708-R PROPOSERS: BADGER DAYLIGHTING, AND JAB CONSTRUCTION
2 10619	00	HDR ENGINEERING	I-11 ENVIRONMENTAL IMPACT STATEMENT	N	\$4,754,000.00		-	\$4,754,000.00	- 1	19-Aug-2019	1-Jan-2023	-	Service Provider	Project Management	Cole	08-19-19: THE I-11 CORRIDOR IS ENVISIONED AS A NEW MAJOR NORTH-SOUTH MULTIMODAL TRANSPORTATION CORRIDOR THAT WILL PROVIDE ENHANCED TRANSPORTATION MOBILITY AND GOODS MOVEMENT WHILE CREATING A FOUNDATION FOR ROBUST ECONOMIC VITALITY FOR THE REGION. THE DEPARTMENT AND FEDERAL HIGHWAY ADMINISTRATION (FHWA) HAVE ADVANCED THE CONCEPT OF I-11 CORRIDOR SINCE ITS INCEPTION UNDER MAP-21 (MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY). THE CURRENT PRIORITY IS FOCUSED ON IDENTIFYING AN I-11 PREFERRED CORRIDOR EXTENDING THROUGH THE LAS VEGAS METROPOLITAN AREA. THE SCOPE OF WORK IS DESIGNED TO RESULT IN A FHWA TIER 1 ENVIRONMENTAL IMPACT STATEMENT (EIS) AND CONCEPTUAL ENGINEERING, THAT WILL BE STRUCTURED TO SELECT A PREFERRED INTERSTATE 11 (I-11) CORRIDOR ALIGNMENT AND PREFERRED MODALMULTI-USE CHOICE FOR ACCOMMODATING FUTURE TRAFFIC NEEDS TRAVERSING ACROSS THE GREATER LAS VEGAS METROPOLITAN AREA. THE PROPOSED I-11 CORRIDOR WILL CONNECT THE US 93 OF THE ARIZONA BOARDER AND THE US 95 IN THE VICINITY OF THE US 95/KYLE CANYON INTERCHANGE, CLARK COUNTY. NV B/L#: NVF19851010291-R PROPOSERS: PARAMETRIX, INC., WSP, AND HDR ENGINEERING
3 11618 11718	02 02	KIMLEY-HORN AND ASSOCIATES PARSONS TRANSPORTATION GROUP	ON-CALL ROAD SAFETY ASSESSMENT AND TRAFFIC SAFETY ENGINEERING STUDIES	N	\$900,000.00	\$925,000.00	-	\$1,825,000.00	- 1	17-May-2018	30-Sep-2021	19-Aug-2019	Service Provider	Safety	Sondra	08-19-19: INCREASE AUTHORITY BY \$925,000.00 FROM \$900,000.00 TO \$1,825,000.00 TO BE ALLOCATED FOR THE MASTER AGREEMENT FOR CONTINUATION OF ROAD SAFETY ASSESSMENTS (RSA) AND ROAD TRAFFIC STUDIES. 05-21-18: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 09-30-19 TO 09-30-21 FOR CONTINUATION OF ROAD SAFETY ASSESSMENTS (RSA) AND
																ROAD TRAFFIC STUDIES. 05-17-18: TWO SERVICE PROVIDERS SELECTED UNDER RFP 433-17-816 TO PROVIDE ROAD SAFETY ASSESSMENTS (RSA) ON AN AS-NEEDED BASIS FOR PROJECTS STATEWIDE. THE DEPARTMENT REQUIRES THE ASSESSMENTS TO BE PERFORMED AS A FORMAL SAFETY EVALUATION OF PLANNED OR EXISTING ROADWAYS. ASSOCIATED ACTIVITIES INCLUDE SELECTING THE RSA TEAM LEADER AND TEAM MEMBERS, PREPARING RELEVANT DATA AND DOCUMENTS, CONDUCTING FIELD REVIEWS, KEEPING STAKEHOLDERS APPRAISED OF PROGRESS, AND PREPARING DRAFT AND FINAL ASSESSMENT REPORTS WITH COST ESTIMATE AND COST EFFECTIVENESS ANALYSIS, STATEWIDE. NV B/L# NVF19911015458 & NVF19781009263-R
4 26219	00	SWITCH BUSINESS SOLUTIONS, LLC	JOINT TELECOMMUNICATIONS INFRASTRUCTURE ON USA PARKWAY	Ν	\$334,539.00	-	-	\$334,539.00	- 1	19-Aug-2019	31-Dec-2019	-	Facility	Traffic Operations	Tracy	08-19-19: PARTNERSHIP TO FULFILL A MUTAL NEED FOR TELECOMMUNICATIONS INFRASTRUCTURE ALONG PORTIONS OF USA PARKWAY. COSTS OF TRENCHING AND TRENCH SHARING ARE TO BE PROPORTIONATE AND SHARED FAIRLY AMONG BENEFICAL PARTIES. THE COSTS AND EXPENSES FOR THE INSTALLATION OF CONDUIT AND VAULTS WILL BE DIVIDED THROUGH A JOINT BUILD. INFRASTRUCTURE INSTALLED IN THIS PROJECT WILL TIE INTO EXISTING FACILITIES AND WILL ALLOW NDOT TO INSTALL ADDITIONAL FIBER OPTIC COMMUNICATION AND ITS DEVICES ALONG USA PARKWAY, STOREY COUNTY. NV B/L#: NVD20031180607
5 28519	00	PARAMETRIX, INC.	I-15 AND 1-80 MULTI-STATE PLANNING AND OPERATIONS	Y	\$1,763,000.00	-	-	\$1,763,000.00	- 1	19-Aug-2019	31-Oct-2022	-	Service Provider	Planning	Sondra	08-19-19: THIS PROJECT IS A MULTI-STATE, MULTI-PROJECT AGREEMENT THAT INCLUDES FOUR (4) PROJECTS/TASKS WITH RESPECT TO COORDINATED PLANNING AND OPERATIONS ACROSS STATE LINES FOR 1-80 AND 1-15: 1) I-15 NATIONAL ECONOMIC PARTNERSHIPS - GRANT AWARDED TO NDOT TO PARTNER WITH CALTRANS WITH A FOCUS ON FREIGHT MOVEMENT ALONG I-15 IN THE SOUTHERN CA MEGAREGION; 2) I-15 MOBILITY ALLIANCE – ONGOING PARTNERSHIP WITH CALTRANS AND UTAH DOT FOR COORDINATED PLANNING AND MULTISTATE OPERATIONS ALONG I-15; 3) I-80 MULTISTATE CORRIDOR OPERATIONS AND MANAGEMENT PROGRAM – GRANT AWARDED TO NDOT TO EXPAND THE WORK ON I-15 TO COORDINATE BETWEEN TRAFFIC MANAGEMENT CENTERS TO THE I-80 CORRIDOR – WINTER OPERATIONS AND OTHER EVENTS AFFECTING CROSS STATE OPERATIONS AND FREIGHT MOVEMENT; AND 4) I-80 COORDINATION – RENEW THE CHARTER FOR THE I-80 WINTER OPERATIONS COALITION INCLUDING RE-AFFIRMING/ESTABLISHING ROLES OF THE VARIOUS AGENCIES IN THE COALITION (CALIFORNIA, NEVADA, UTAH, WYOMING, NEBRASKA). STATE WIDE. NV B/L#: NVF20111241070-R PROPOSER: PARAMETRIX, INC.
6 39719	00	WAYCARE TECHNOLOGIES, INC.	PREDICTIVE ANALYTICS PLATFORM	N	\$500,000.00	-	-	\$500,000.00	- 1	19-Aug-2019	31-Oct-2022	-	Service Provider	Traffic Operations	Tracy	08-19-19: PROVIDE REAL-TIME TRAFFIC MANAGEMENT CAPABILITIES BY LEVERAGING A VAST NUMBER OF DATASETS FROM BOTH INTERNAL AND EXTERNAL ROAD SOURCES SUCH AS ROADWAY SENSORS, CAMERA FEEDS, SMART CONNECTED VEHICLES, NAVIGATION SOLUTIONS, AND TELEMATICS DATA. WAYCARE WILL HARNESS MACHINE LEARNING TECHNOLOGIES TO SYNTHESIZE ALL DATASETS AND PROVIDE ACTIONABLE INSIGHTS TO IMPROVE TRAFFIC INCIDENT MANAGEMENT AND TRAFFIC SAFETY OPERATIONS, STATEWIDE. NV B/L#: NVF20181260636-S

#### Attachment A

Line No.	Agreement No	o. Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total Amount of Prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Offic	ve Notes
7	38919	00	ARCADIS US, INC.	ROADS AND HIGHWAYS APPLICATION	N	\$900,000.00	-		\$900,000.00	-	19-Aug-2019	30-Jun-2022	-	Service Provider	Information Technology	Robert	08-19-19: EXTENDING SUPPORT TO THE NEWLY LAUNCHED (MAY 3, 2018) ROADS AND HIGHWAYS SOFTWARE APPLICATION (ESRI). THIS EXTENDED SUPPORT ENTAILS DEVELOPING, MAINTAINING, AND ENHANCING BOTH THE ADMINISTRATIVE AND BUSINESS FUNCTIONALITY OF THE RECENTLY LAUNCHED ESRI ROADS AND HIGHWAYS APPLICATION IN ADDITION TO ENABLING IMPROVED EFFICIENCIES PRODUCING DEPARTMENT DELIVERABLES DIRECTLY TIED TO FEDERAL FUNDING SUCH AS ANNUAL HIGHWAY PERFORMANCE MONITORING SYSTEM (HPMS) AND CRASH PREDICTION MODEL (CPM) SUBMISSIONS. ROADS AND HIGHWAYS IS A COMPLEX APPLICATION IN BUELY SIDHING THE DEPARTMENT A STANDARDIZED MEANS OF LOCATING RELEVANT OBJECTS AND EVENTS ON NEVADA'S ROADWAY SYSTEM, AND WILL ALLOW THE DEPARTMENT TO PROMOTE THE ADOPTION OF THE LINEAR REFERENCING SYSTEM STANDARD, CARSON CITY. NV B/L#: NVF19981175044-S
8	39818	00	GCR, INC.	RIGHT-OF-WAY GIS DATASET	N	\$3,097,000.00	-	-	\$3,097,000.00	-	19-Aug-2019	31-Aug-2022	-	Service Provider	Information Technology	Robert	08-19-19: DELIVER AND IMPLEMENT A RIGHT-OF-WAY (ROW) LAYER IDENTIFIED AS ONE OF THE PRIMARY AND CRITICAL DATASETS FOR A FULLY FUNCTIONAL TRANSPORTATION GEOGRAPHICAL INFORMATION SYSTEM (GIS). SERVICES INCLUDE ESTABLISHING A ROW BOUNDARY OR OWNERSHIP AS A DATASET IN GIS FORMAT, PROVIDE ANALYSIS OF EXISTING DATA, BUSINESS PROCESSES, SYSTEM SOFTWARE, SYSTEM AND WORKFLOW CONFIGURATION, SYSTEM MAINTENANCE, AND AS-NEEDED ENHANCEMENTS TO THE SYSTEMS AND SUPPORT INCLUDING CONSULTING AND TECHNICAL SERVICES TO DELIVER, HOST (HOSTED BY VENDOR OR HOSTED BY DEPARTMENT) AND MAINTAIN THE SYSTEM TO BE USED BY DEPARTMENT STAFF, STATEWIDE. NV B/L#: NVF20181832110-R PROPOSERS: DATA TRANSFER SOLUTIONS, APPGEO, HORROCKS ENGINEERS, TIMMONS GROUP AND GCR, INC.
	41119 41219 41319		NARWHAL (DISTRICT I) DIGITAL TRAFFIC SYSTEMS, INC. (DISTRICT II) NARWHAL (DISTRICT III)	INTELLIGENT TRAFFIC SYSTEM (ITS) DEVICE MAINTENANCE AND REPAIR	N	\$1,680,000.00 \$3,365,000.00 \$2,525,000.00	-	-	\$1,680,000.00 \$3,365,000.00 \$2,525,000.00		19-Aug-2019	31-Aug-2023	-	Service Provider	Traffic Operations	Tracy	08-19-19: THREE SEPARATE AGREEMENTS UNDER RFP 092-19-016 TO PROVIDE SERVICES FOR ALL THREE DISTRICTS. SERVICES INCLUDE ON-CALL PREVENTATIVE MAINTENANCE AND IMMEDIATE RESPONSE TO OUTAGES TO THE INTELLIGENT TRAFFIC SYSTEM (ITS) DEVICES. THIS INCLUDES TECHNICAL AND OPERATIONAL SUPPORT INCLUDING MAINTENANCE, REPAIR, LIFE CYCLE MAINTENANCE (TO INCLUDE REPLACEMENT PARTS AND FULL REPLACEMENT), AND PREVENTATIVE MAINTENANCE ON ITS DEVICES STATEWIDE. NV B/L#: NVF20131597242-R PROPOSERS: EAGLE COMMUNICATIONS, DIGITAL TRAFFIC SYSTEMS AND NARWHAL
10	70218	00	JACOBS ENGINEERING	DEVELOPMENT AND REFINEMENT OF THE PRIORITIZATION PROCESS FOR ONE NEVADA PLAN	Y	\$1,536,000.00	-	-	\$1,536,000.00	-	19-Aug-2019	31-Aug-2022	-	Service Provider	Planning	Sondra	08-19-19: NEVADA'S MULTIMODAL TRANSPORTATION SYSTEM IS A NETWORK OF ASSETS THAT MUST MEET THE DEMAND TO MOVE GOODS AND COMMERCE IN AN EFFICIENT MANNER. THIS NETWORK OF ASSETS ENCOMPASSES ROADWAYS AND OTHER MODAL FACILITIES. THE GROWING DEMANDS ON THESE RESOURCES HAVE CREATED AN ESSENTIAL NEED TO PRIORITIZE PROJECT DEVELOPMENT. THE ONE NEVADA PLAN DEVELOPED A FOUNDATIONAL START TO MOVING PROJECT DEVELOPMENT INTO A PERFORMANCE-BASED DIRECTION AND IS A CONTINUING EFFORT. FURTHER DEVELOPMENT OF USEFUL TOOLS AND PROCEDURES WILL AFFORD THE PLAN ITS NEEDED DETAILS TO BECOME MORE EFFECTIVE. THE DEPARTMENT WILL PRIORITIZE PROJECT SAND NEEDS TO CREATE A TRANSPARENT PROCESS FOR PROJECT DEVELOPMENT, CONFIRMING THE TRANSPORTATION NEEDS OF THE STATE ARE BEING MET. THE INTENT OF THIS PROJECT IS TO PREPARE THE DEPARTMENT FOR THE PRIORITIZATION PROCESS FOR PROJECTS AND NEEDS TO BETTER FACILITATE RESOURCES AND TO MEET THE DEMANDS OF THE STATE WIDE TRANSPORTATION SYSTEM AND THE ONE NEVADA PLAN. THIS PROJECT INCLUDES PRIORITIZATION SYSTEM AND THE ONE NEVADA PLAN. THIS PROJECT INCLUDES PRIORITIZATION SYSTEM AND THE ONE NEVADA PLAN. THIS PROJECT INCLUDES PRORITIZATION SYSTEM AND THE ONE NEVADA PLAN. THIS PROJECT NCLUDES PRONTIZATION SYSTEM AND THE ONE NEVADA PLAN. THIS PROJECT NCLUDES PROPRIZATION SYSTEM AND THE ONE NEVADA PLAN. THIS PROJECT NCLUDES PROPRIZATION REFINEMENT, PROJECT/NEED GENERATION, DATA REQUIREMENTS AND PLANNING LEVEL SCOPING, STATEWIDE. NV B/L#. NV20081035082 PROPOSERS: APPLIED RESEARCH ASSOCIATES AND JACOBS ENGINEERING
11	74918	00	COLLINS ENGINEERING, INC.	UNDERWATER AND ROUTINE BRIDGE INSPECTIONS	Y	\$936,123.56	-	-	\$936,123.56	-	19-Aug-2019	30-Sep-2023	-	Service Provider	Structures	Cliff	08-19-19: PERFORM UNDERWATER BRIDGE INSPECTIONS AND REPORT THE FINDINGS OF SUCH INSPECTIONS TO THE FEDERAL HIGHWAY ADMINISTRATION. THIS INCLUDES UNDERWATER DIVING INSPECTIONS OF PRE-IDENTIFIED BRIDGES LOCATED IN DEPARTMENT DISTRICTS I, II, AND III, SPECIAL UNDERWATER INSPECTIONS, AND ROUTINE (ABOVE WATER) INSPECTIONS PERFORMED CONCURRENT WITH UNDERWATER DIVING INSPECTIONS, AND ANY ADDITIONAL BRIDGES DETERMINED TO REQUIRE ROUTINE UNDERWATER DIVING INSPECTION DURING THE AGREEMENT PERIOD, STATEWIDE. NV B/L#: NVF20071634949-R PROPOSERS: INFRASTRUCTURE ENGINEERS, STANTEC AND COLLINS ENGINEERING, INC.
12	77915	02	C.A. GROUP	I-515/CHARLESTON BOULEVARD INTERCHANGE DESIGN AND PROJECT MANAGEMENT SERVICES	N	\$1,430,500.00	\$3,000,000.00	500,000.00	\$4,930,500.00	-	7-Jun-2016	31-Dec-2022	19-Aug-2019	Service Provider	Project Managemei	nt Cole	AMD 2 08-19-19: INCREASE AUTHORITY BY \$3,000,000.00 FROM \$1,930,500.00 TO \$4,930,500.00 AND EXTEND TERMINATION DATE FROM 12-31-20 TO 12-31-22 TO ADD FINAL DESIGN ENGINEERING SERVICES FOR THE PROJECT. 02-05-19: AGREEMENT P779-15-015A WAS EXECUTED DUE TO ORIGINAL AGREEMENT EXPIRING BEFORE WORK COULD BE COMPLETED - EXTENDED TERMINATION DATE FROM 12-31-18 TO 12-31-20. AMD 1 02-06-17: INCREASE AUTHORITY BY \$500,000.00 FROM \$1,430,5000.00 TO 1,930,500.00 DUE TO THE ADDITION OF CMAR/ICE COORDINATION,VALUE ENGINEERING,AIR QUALITY MODELING, AND OTHER TASKS TO THE SCOPE OF SERVICES.
																	06-06-16: DESIGN, PROJECT MANAGEMENT, LANDSCAPE AND AESTHETIC CONCEPTS AND DESIGN, TRAFFIC ANALYSIS, ENVIRONMENTAL STUDIES, SUBSURFACE UTILITY EXPLORATION, AND PUBLIC RELATIONS AND OUTREACH SERVICES FOR THE I-515/CHARLESTON BLVD. INTERCHANGE PROJECT. CLARK COUNTY. NV B/L#: NVD20081407877-R

# Line Item 1

091-19-019

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Request to Solicit Services and Budget Approval (2A) Amendments for time extensions (time only) do not require a form 2a								
× Initial Budget Request	Request for Amendment #:	Agreement #:						
If Amendment, name of Company	<i>/</i> :							
Project ID #(s): <u>N/A</u>								
Type of Services: Consultant Services: Culvert videoing and cleaning statewide; Sub-Surface Utility Exploration								
Originated by: Emily Evans	Division: Design	Date Originated: 1/23/2019						
Division Head/District Engineer: (	Division Head/District Engineer: <u>Charles Wolf</u>							
Budget Category #: 06	Object #: <u>814D</u>	Organization #: C019						
Estimated Cost: <u>2,000,000</u>	Type of Funding: State	% of Fund: <u>100%</u>						
Funding Notes: <u>FY2019 - \$500,000</u>		State Fiscal Year(s): 2019-2022						
<u>FY2019 - \$500,000</u> FY2020 - \$500,000								
<u>FY2021 - \$500,000</u> FY2022 - \$500,000								
Financial Management:								

Dorua Sputs 1/28/2019 BA78D93AD71Signature Date

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

#### **Project Accounting:**

— DocuSigned by: Norfa Lanuza

1/29/2019

-3BAB63AE020 Signature

Date

#### **Director:**

CW

**Requires Transportation Board Presentation** 

 $^{\rm X}\,$  Does not require Transportation Board presentation

DocuSigned by: dy y .... C4C7CE5CD589ignature

1/29/2019 Date DocuSign Envelope ID: 8EE95F5B-F5C5-49AD-89E7-B40A35ACB8BD

#### Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach: Yes

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

See Attached

#### Scope of Services:

See Attached

091-19-019







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

#### **MEMORANDUM**

July 16, 2019

**TO:** Cole Mortensen, Assistant Director

**FROM:** Eric Yount, Project Manager

**SUBJECT:** Negotiation Summary for RFP 091-19-019 Culvert Videoing and Cleaning and Statewide; Sub-Surface Utility Exploration

Negotiation discussions via telephone and email have commenced between JAB Construction and Eric Yount, Charles Wolf, Matthew Nussbaumer and Emily Evans of the Nevada Department of Transportation HYDRAULICS DIVISION.

The DBE goal for this agreement has been established at two percent (2%).

This duration of this agreement will be 4 years, ending on JUNE 30, 2023.

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

SCOPE OF SERVICES: See Attachment A

The DEPARTMENT's estimate was based on a cost per unit of work with a total cost cap of \$2,000,000.00. Tasks to be assigned as needed on a project schedule and priority basis.

FY2020 \$500,000 FY2021 \$500,000 FY2022 \$500,000 FY2023 \$500,000

The total amount of all Task Orders issued to the SERVICE PROVIDER will not exceed \$2,000,000 for fiscal years (FY2020-FY2023). Cost per unit of work has been selected as the method of payment. Funds not used during the term of this Agreement will not be paid to the SERVICE PROVIDER. The agreed upon costs will cover culvert cleaning, culvert inspection and videoing, performing SUE designation services, performing utility test hole services, surveying daylighted utilities, mobilization and demobilization to project sites, Crew per diem, and traffic control.

Reviewed and Approved:

- DocuSigned by: (ou Mortunsun 07/18/2019 - Asseistant-Director

#### Attachment A Scope of Services

#### CULVERT CLEANING AND CULVERT VIDEO SCOPE OF SERVICES

- The SERVICE PROVIDER will provide the services of culvert cleaning and video inspections of the interior of culverts which may be located in any geographic region within the state of Nevada. Culvert cleaning services to include, but not limited to, removing sand and debris from drop inlets, culverts, sumps, slotted drains, catch basins, vaults and boxes, and box culverts.
- 2. The SERVICE PROVIDER will be responsible to obtain culvert jetting (cleaning) equipment, and camera equipment capable of entering confined spaces. The Service Provider will be responsible for all equipment, materials, supplies, ancillary equipment, traffic control, water and waste disposal, transportation, lodging, trained/certified personnel, supervision and management of those personnel, necessary to meet or exceed the agreement specifications. At the conclusion of each task order the contractor will furnish a log of the culverts that had been video inspected along with the electronic video files in a common digital format. Culverts that have been cleaned will require pre and post cleaning photographs and a report of the types and quantities of materials removed.
- 3. ENVIRONMENTAL CONTROLS AND SEDIMENT CONTROLS:
  - a) The SERVICE PROVIDER shall use appropriate Best Management Practices (BMP's) per the current version of the Nevada Department of Transportation Storm Water Quality Manuals, 2017 Construction Site Best Management Practices Manual at the outlet end of all facilities cleaned under this agreement. All sediment retained by these devices shall be removed from the job site prior to moving to the next facility or placed as directed by the DEPARTMENT District Engineer. Sediment control work will be considered incidental to the agreement and no direct payment will be made for this sediment control work.
  - b) The SERVICE PROVIDER is responsible for obtaining all necessary permits for water, waste disposal, and approved discharge permits. The costs for all permits, cost for obtaining water, and the cost for waste disposal shall be considered incidental to the culvert cleaning services and no direct reimbursement to the SERVICE PROVIDER shall be made. The SERVICE PROVIDER shall conform to all Federal, State and local waste disposal regulations and all requirements of any storm water permits within the jurisdiction where the work is being performed. Transportation costs of waste disposal will be considered an overhead cost and should be included in the unit cost for the specific items in the proposal. No requirements regarding the specific equipment to be used at the job site will be made by the DEPARTMENT.
  - c) No charges for any permit fees for obtaining water or waste disposal are to be charged to any active DEPARTMENT accounts or accounts opened in the DEPARTMENT's name.

#### SUE SCOPE OF SERVICES

1. The Service Provider will provide SUE designation and test hole services consisting of Quality Levels D, C, B, and A Utility identification, location, and survey. The SUE services are to include all materials, labor, equipment, transportation, mobilization, permitting, traffic control, and any other necessary supporting functions not specifically listed below.

- 2. The actual utility locations may differ from the approximate locations requested and shall be verified as part of the SUE services provided herein. If available, The Department will provide preliminary designation information and/or utility design information. The Quality Level D, C, and B SUE designation shall be performed in the vicinity (generally all utilities within approximately 50 feet of the requested location or 500 linear feet along a defined road or route) to a level sufficient to confirm the Department's information (if available), the existence of, and location of the utility prior to performing test holes. If the SUE work confirms the existence of the utility, and the utility location is verified by a test hole, payment will be made for both the designation and test hole service. If the SUE work confirms that the utility is not present and performing a test hole is not necessary, payment will be made for the designation services only.
- 3. Perform Subsurface Utility Engineering (SUE) designating services to indicate the approximate horizontal location of existing below-ground and above ground utilities using ASCE Standard 38-02 Quality Level D, C and B to support the engineering design requirements and construction plans. Quality Level D designation will include compilation of utility information plotted on drawings based on record information, individual recollections or the existence of utility service(s). Quality Level C designation will include field verified survey of visible, above ground utility features such as poles, hydrants, etc., all quality levels defined per ASCE Standard 38-02 guidelines. Quality Level B designation will include requiring contractor to employ appropriate geophysical equipment to search for subsurface utilities within the project limits, both visible and non-visible per ASCE Standard 38-02 guidelines.
- 4. Quality level-C designation shall include vertical locations and elevations of all pipes within accessible structures including, but not limited to: sanitary sewer and storm drain manholes as well as storm drain drop inlets within the project limits. Data shall include quantity of inlets and outlets with direction.
- 5. Perform Quality level-A Subsurface Utility Engineering (SUE) locating services by excavating test holes at the approximate locations provided by the DEPARTMENT and verified by designation. Provide the type of utility, the material construction of the facility, the outside diameter of the facility, the number and orientation of conduits if multiple facility conduits are present, the facility ownership, approximate horizontal location, and depth of utility below existing ground.
- 6. Test holes shall be accomplished using specialized vacuum excavation equipment. The techniques and methodologies used are dependent upon the surface material encountered (dirt, asphalt, concrete) and the composition of the surrounding soils. (The DEPARTMENT may request the use of an air-lance Method.)
- 7. If SUE survey is requested, provide digital and hard copy survey data including the northing, easting, elevation, and station/offset of the exact horizontal and vertical locations (+/- .10') of the utility facility. The X, Y, & Z, data points will be included in electronic files as well as PDF attachments.
- 8. Provide all relevant data to DEPARTMENT in a legible and professional format tabulated in Excel, and as a separate PDF attachment.
- 9. Supply all equipment, personnel, and supplies needed to perform the before mentioned service, and provide the DEPARTMENT the utility data in both electronic

Excel, and PDF formats. The work is to be done in the State's Rights-of-Way or within other approved access. Note: Control of Access fence and right of way fence may or may not be the same as the right of way line.

10. Survey data and elevations shall be prepared by a Professional Land Surveyor (PLS) registered in the state of Nevada and. The survey data shall be tied to NDOT survey monuments where available and must comply with the Location Divisions utility survey standards in the Location Division Consultant Manual. The Location Divisions Survey Standards Consultant Manual can be found at:

https://www.nevadadot.com/doing-business/about-ndot/ndot- divisions/engineering/location.

Please contact the NDOT Geodesy section to obtain information regarding NDOT monuments for project control. You may also utilize the Location Division's online Location Information System (LOIS) with the link provided.

NDOT Geodesy 1263 S. Stewart Street Carson City, NV 89712 (775) 888-7255 or (775) 888-7256 geodesy@dot.nv.gov\_maps.nevadadot.com/Lois

- 11. Provide all coordination and project management services necessary to successfully complete the scope of work defined within. This includes, but is not limited to, monitoring and reviewing the progress of work, negotiation and preparation of any necessary sub-consultants for work not specifically provided by SERVICE PROVIDER.
- 12. Review the proposed project plans, and utility red-lines and data with client (DEPARTMENT and/or Appointed Representative) and assist in the development of a proposed test-hole plan as needed by the DEPARTMENT. This plan shall be developed through analysis of ASCE Quality Level D, C, and B SUE information and compared with the proposed project improvements to help determine the precise location of each test hole.
- 13. Notify USA North a minimum of 48 hours prior to beginning test-hole activities.
- 14. Coordinate with utility owners when standby personnel are required during testhole activities.
- 15. Comply with all local policies and standards.
- 16. Use a coring process that allows for a clean and flush pavement restoration and provide all labor and equipment to core the pavement/concrete and ensure backfill and pavement repair are completed in compliance with DEPARTMENT and/or local jurisdiction standards.
- 17. In the event of damage to an excavated utility, contractor shall cease work and immediately notify the utility owner and the DEPARTMENT.
- 18. SUE planning work shall commence immediately following execution of the agreement task order. Submittal of the NDOT Temporary Encroachment Permit application shall be

submitted to the appropriate District permit office within five (5) working days of execution of the agreement task order. Any other coordination with utility companies or other entities necessary to perform the SUE work shall commence within five (5) working days of execution of the agreement Task Order. Upon obtaining all necessary approvals and permits, the SUE field work shall commence immediately, and the Service Provider shall work diligently and expeditiously to complete the SUE test hole work and provide the information deliverable to the Department.

#### **GENERAL REQUIREMENTS**

Obtain all necessary permits, including, but not limited to, submission and approval of traffic control plans and Temporary Encroachment permits from the DEPARTMENT District permit offices, and local jurisdictions as required. Permit Fee's from the DEPARTMENT will be waived for items of work performed under this agreement.

The DEPARTMENT will have the authority to order cessation of the work, if there is, in their opinion, faulty equipment, inadequate traffic control, unsafe conditions present, or observed violation of city, county or state codes or regulations.

#### EQUIPMENT REQUIREMENTS

- Properly licensed and permitted equipment. All licenses and permits are to remain in the equipment at all times and are subject to inspection by the DEPARTMENT.
- All necessary materials and supplies required to perform the cleaning and videoing operation.
- Trained personnel at the job site to perform all facets of the Scope of Services; personnel requirements include properly licensed equipment operators and truck drivers, and certified traffic control personnel certified under the DEPARTMENT's certification program.
- An audible reverse warning device (backup alarm) of 87 decibels or greater measured at 5 feet behind and in the center of the equipment.
- A fire extinguisher, multi-purpose 1A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regard to a 6-year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- Approved spark arrester on all naturally aspirated engines
- All factory guards shall be in place and in functional condition (i.e. engine compartment) (applicable for heavy equipment)
- Personal Protective Equipment. Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration

of any assignment. Personal Protective Clothing will be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the work site.

#### TRANSPORTATION

The SERVICE PROVIDER is responsible for transporting the equipment to and from the work site. Transports shall have current Department of Transportation (DOT) certification and be of sufficient and legal weight rating to transport the equipment.

SERVICE PROVIDER is responsible for:

a. Meeting all state and federal requirements, such as weight restrictions and hauling permits;

b. All special permits;

c. All equipment to be utilized for the duration of this project will comply with all State and Federal Safety Regulations and be operated in accordance with manufacturer's recommended procedures.

Each person under this Agreement shall meet the following minimum requirements:

1. Commercial Driver's License (for transports, when required).

2. All operators shall be able to operate the equipment safely up to the manufacturer's specifications.

#### TRAFFIC CONTROL AND WORKING HOURS

**Character of Workers: Methods and Equipment:** All personnel within the DEPARTMENT's right-of-way shall wear vests meeting Vest Pattern 3 (Performance Class 2) or coveralls/jumpsuits meeting Performance Class 3 requirements set forth in ANSI/ISEA 107-2004 "American National Standard for High-Visibility Safety Apparel and Headwear." Garment stripes shall consist of retroreflective material of a contrasting color of silver, white, or fluorescent yellow-green. The apparel shall bear the manufacturer's marking label according to the requirements set forth in ANSI/ISEA 107-2004.

Work will be performed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday subject to approval in the NDOT Temporary Encroachment Permit and by the Nevada Highway Patrol. No work will be allowed on Holidays. Work on days before and after holidays and during special events may not be allowed, or work may be limited to areas where lane reductions are not necessary as may be specified in the temporary encroachment permit. Other work hours may be submitted to the DEPARTMENT forty-eight (48) hours in advance, for approval, in writing if the SERVICE PROVIDER is unable to complete the work in the hours stated above. Other working limitations, including night work may be required in the temporary encroachment permit. Working hours will include the time to install and remove traffic control devices.

The SERVICE PROVIDER is responsible for performing all traffic control in accordance with the approved traffic control plans, the Standard Specifications for Road and Bridge Construction, 2014 Edition, the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), and the Nevada Department of Transportation Guidelines for Traffic Control in Work Zones. All traffic control devices must meet NCHRP 350 criteria. Traffic control will be paid in accordance with the items listed in the basis of payment and shall be all inclusive. Cost for signs, cones, flaggers, arrow boards, changeable message boards, and other safety equipment will not be directly

reimbursed to the SERVICE PROVIDER but considered inclusive in the unit cost for the specific proposal items.

#### **CONCURRENT WORK**

While it is not expected to occur; in areas requiring service that are currently under construction the SERVICE PROVIDER shall consult with the DEPARTMENT prior to commencing work. At no time shall the SERVICE PROVIDER interfere with the project contractor on a reconstruction project.

#### BASIS OF PAYMENT

Payment will be made for each unit of work based on the unit costs. The unit costs will include, all employees' wages and benefits, transportation costs to and from disposal sites, costs for operation of culvert cleaners, loaders, water trucks, hand tools, survey equipment, coring equipment, air-lance and hydro-excavation equipment, test hole backfill materials, all permit fees, costs for water and waste disposal, all traffic control costs, and any other ancillary equipment or resources necessary to support the tasks described above.

Traffic control for most projects will typically consist of a simple standard shoulder closure which will be considered incidental and included with other items of work. Additional payment for shoulder closures on congested interstates with setups beyond the typical standard, single lane closures, and multiple lane or intersection closures as provided below.

For projects performed beyond a 50-mile radius of the Service Provider's (or subcontractor's) place of business that requires an overnight stay, an additional payment will be made to cover a per day crew per diem to cover crew meals and lodging. Additionally, a per mile, per crew mobilization and demobilization to each project will be made from the Service Provider's (or subcontractor's) place of Business. Mobilization for the Service Provider and subcontractors will be based on their nearest place of business or location where they are being deployed from.

Service Provider:	JAB Construction
	4620 Industry Center Drive,
	Las Vegas, NV 89115

The DEPARTMENT will not reimburse the SERVICE PROVIDER for any other items than those in accordance with the bid items and unit costs from the proposal.

#### CULVERT CLEANING AND VIDEO BASIS OF PAYMENT

- 1. **Item 1: Provide** a unit cost basis (cost per foot) for video inspection (CCTV) to be measured by the linear foot of pipe/culvert recorded (500-foot minimum).
- 2. **Item 2: Provide** an hourly crew rate (cost per hour) for cleaning catch basins, manholes, drop inlets, storm drain pipes, culvert pipes, and similar structures to be measured for payment on a per hour of cleaning, per crew basis.
- 3. **Item 3: Provide** an hourly crew rate (cost per hour) for cleaning of storm drains and culverts composed of Reinforced Concrete Box (RCB) Culverts larger than 4' (four feet)

wide to be measured for payment on a per hour of cleaning, per crew basis.

#### SUE BASIS OF PAYMENT

- 4. **Item 4: Provide** a unit cost basis (cost per designation site) for the SUE Quality Level D, C, and B utility designation services.
- 5. **Item 5: Provide** a unit cost basis (cost per linear foot along a roadway or route) for additional SUE Quality Level D, C, and B utility designation services beyond the site minimum.
- 6. **Item 6: Provide** an hourly crew rate (cost per hour) for the SUE Quality Level A test hole services to be measured for payment on a per hour of test hole excavation, per crew basis.
- 7. **Item 7: Provide** a total cost basis for surveying services for up to 15 (fifteen) daylighted utilities surveyed.
- 8. **Item 8: Provide** a unit cost basis for surveying services of additional daylighted utilities surveyed above 15 (fifteen) to be measured for payment by the each.

#### **CREW MOBALIZATION AND PER DIEM BASIS OF PAYMENT**

- 9. **Item 9: Provide** a unit cost basis for an additional, per mile, per crew (cost per mile each way) for mobilization and demobilization to project sites.
- 10. **Item 10: Provide** a unit cost basis for an additional, per working day, per crew, per diem cost (cost per day) for projects beyond a 50-mile radius of the Service Provider's (or subcontractor's) place of business that requires an overnight stay to cover crew meals and lodging.

#### TRAFFIC CONTROL BASIS OF PAYMENT

- 11. **Item 11: Provide** a unit cost basis for a per day, per setup, shoulder closure to be used for heavily congested interstates or shoulder closures beyond the typical standard.
- 12. **Item 12: Provide** a unit cost basis for a per day, per setup, single lane closure.
- 13. **Item 13: Provide** a unit cost basis for a per day, per setup, complex traffic control situation requiring a multiple lane closure, flaggers, or traffic control extending through or into an intersection.

#### **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

#### 1. Business Entity Type (Please select one)

- Sole Proprietorship Partnership Limited Liability Company Corporation Trust Non-Profit Organization Other
- 2. Are you a publicly-traded corporation? OYes No
- 3. Number of Nevada Residents Employed (Do Not Leave Blank):



4. Corporate/Business Entity Name (Include d.b.a., if applicable):

JAB Construction, Inc.

5. Corporate/Business Entity Street Address:	
Street Address:	Website:
4620 Industry Center Dr.	jabconstruction.us
City, State and Zip Code:	Point of Contact Name:
Las Vegas, NV 89115	Brittney Pittsenbarger
Telephone and Fax No.	Email:
(Office) 702-644-3090 (Fax) 702-643-0990	brittneyp@jabconstructionlv.com

#### 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:	
City, State and Zip Code:	Point of Contact Name:	
Local Telephone and Fax No.	Email:	

#### 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
Ines Esquivel	President	100

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

#### **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

#### Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

*Consanguinity* is a relationship by blood.

Affinity is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

Yes XNo

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

Yes No

#### List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.

Brittury Pittsenbarger	Brittney Pittsenbarger				
Signative@orFD34ad	Print Name				
Division Manager	07/15/2019				
Title	Date				

#### For NDOT Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?

Yes No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

--- DocuSigned by:

Enc yount

SignatureA1D414...

Eric Yount

Print Name Authorized NDOT Representative

# Line Item 2

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Agreements for Approval Over \$300,000 Page 20 of 278

106-19-015

Request to Solicit Services and Budget Approval (2A) Amendments for time extensions (time only) do not require a form 2a				
× Initial Budget Request	Request for Amendment #:	Agreement #:		
If Amendment, name of Compan	y:			
Project ID #(s): <u>N/A</u>				
Type of Services: Consultant Ser	rvices for I-11 Tier 1 EIS			
Originated by: David Bowers	Division: Project Mgmt	Date Originated: 1/28/2019		
Division Head/District Engineer:	Nick Johnson			
Budget Category #: 4666006	Object #: <u>814D</u>	Organization #: C015		
Estimated Cost: <u>\$5,300,000</u>	Type of Funding: <u>State</u>	% of Fund: <u>100</u>		
Funding Notes:		State Fiscal Year(s): FY19-FY21		
FRI 2 Funding; FY19-\$500,000;	FY20 - \$2,500,000; FY21 - \$2,300	.000		
Financial Management:				
Docusigned by: Dorna Sputs BA78D93AD71Signature	2/5/2019 Date			

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

#### **Project Accounting:**

— DocuSigned by: Norfa Lanuya

3BAB63AE020990 ature

2/5/2019 Date

#### **Director:**

NJ

**Requires Transportation Board Presentation** 

Does not require Transportation Board presentation

Docusigned by:02/11/2019Listina Swallow02/11/2019C4B612FC2C SignatureDate

DocuSign Envelope ID: 80559398-38A1-491E-A605-FB2CCE42B441

#### Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach: Yes

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

See Attachment

# In Process

#### Scope of Services:

See Attachment

106-19-015







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

#### MEMORANDUM

July 10, 2019

TO: Cole Mortensen, Assistant Director

**FROM:** David Bowers, Project Manager

**SUBJECT:** Negotiation Summary for RFP 106-19-015 I-11 Tier 1 Environmental Impact Analysis

A negotiation meeting was held at the NDOT Project Management Office in Las Vegas on June 28, 2019, with Sam Tso, John Lazzara and Cath Lafata from HDR, and David Bowers and Lynnette Russell, Steve Cooke, and Chris Young of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

This duration of this agreement will be 40 months, ending on January 1<sup>st</sup>, 2023.

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

The type of agreement is a Master Agreement with Tasks and the general scope of services is attached below.

The following schedule was agreed to by both parties:

Date	Task to be Completed
N/A	Schedule for each Task to be Negotiated

Key personnel dedicated to this project are as follows:

Name	Title		
Sam Tso	Project Manager		
Cathy LaFata	Environmental Lead		
Laycee Kolkman	Traffic Lead		
Tammy Champo	Public Outreach Lead	Public Outreach Lead	

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.
Atkins	15 N Ph IV	P109-17-015
Civil FX	Reno Spaghetti Bowl	P443-16-015
Civil FX	15 Tropicana	P192-17-015
Civil FX	15 N Ph IV	P109-17-015
KCI Technologies	15 N Ph IV	P109-17-015

The DEPARTMENT's original estimate was \$5,222,247.00

The SERVICE PROVIDER's original estimate was \$7,999,100, {including direct labor (47,139 man-hours of work by the SERVICE PROVIDER), overhead rate of 155.44%, a 10% fee, and direct expenses at \$1,076,310 (including sub-consultant expenses).}

The negotiations yielded the following:

- 1. There will be 25,874 total man-hours allotted throughout the course of this agreement at a direct labor cost of \$1,385,546.
- 2. Based upon the direct labor costs and an overhead rate of 155.44%, the overhead amount will be \$2,268,870
- 3. A fee of 10% was agreed to by both parties and will be \$372,851 for this agreement based upon direct labor costs and an overhead rate of 10%.
- 4. The direct expenses agreed to total \$726,710 for sub-consultants, reproduction, communication, travel and per diem. There will be no direct compensation for computer time.
- 5. The total negotiated cost for this agreement is \$4,754,000.

Reviewed and Approved:

— Docusigned by: (<u>ole Morfensen</u> — Aasistant/Director

#### ATTACHMENT A

#### I-11 Tier 1 EIS Scope of Work

#### Purpose

The I-11 Corridor is envisioned as a new major north-south multimodal transportation corridor that will provide enhanced transportation mobility and goods movement while creating a foundation for robust economic vitality for the region. NDOT (DEPARTMENT), ADOT, and FHWA have advanced the concept of I-11 Corridor since its inception under MAP-21 (Moving Ahead for Progress in the 21<sup>st</sup> Century). The current priority is focused on identifying an I-11 Preferred Corridor extending through the Las Vegas metropolitan area.

This scope of work is designed to result in a Federal Highway Administration (FHWA) Tier 1 Environmental Impact Statement (EIS) and conceptual engineering, that will be structured to select a Preferred Interstate 11 (I-11) Corridor Alignment and preferred modal/multi-use choice for accommodating future traffic needs traversing across the greater Las Vegas metropolitan area. The proposed I-11 Corridor will connect the US 93 north of the Arizona border and US 95 in the vicinity of the US 95/Kyle Canyon interchange in Clark County, Nevada, as recommended in the final Interstate 11 and Intermountain West Corridor Study (I-11 IWCS).

Unless otherwise indicated, the NEPA clearance sought under this scope of work will serve programmatic purposes to better define opportunities for a high capacity traffic connection along the future designated I-11 Corridor through Clark County. The primary goals of the project are to identify a Preferred Corridor, segments of independent utility (SIU), and potential multimodal/multi-use options within each SIU of the Preferred Corridor. The identification of a preferred I-11 Corridor through Clark County will be achieved with a Tier 1 National Environmental Policy Act (NEPA) process. This scope of work includes each step of the process to obtain a Record of Decision (ROD) from the FHWA for a preferred I-11 Corridor. It is anticipated that following the ROD, one or more individual NEPA Tier 2 studies will advance at the project level as funding is available to develop and implement I-11 through Clark County.

In the first step of this Tier 1 process, a workshop will be conducted with the DEPARTMENT to establish the project's strategic vision, as well as, to align the goals and expectations of the study. This workshop will address the preliminary project's purpose and need, identify alternative corridors, define the level of detail used for the evaluations and analysis methods, and discuss the environmental and social factors. Following the guiding principles adopted in the workshop, advancing alternative corridors will then be studied in a Draft Tier 1 EIS, and through that process a preferred corridor will be identified and be included in the public review Draft Tier 1 EIS. With the incorporation of regular and extensive stakeholder coordination, including coordination with regulatory and permitting agencies, development and analysis of the corridors will incorporate agency and stakeholder concerns. It is anticipated that the Tier 1 process will conclude with the issuance of a combined Final Tier 1 EIS / ROD. This work will comply with the requirements of NEPA, federal law and executive orders, applicable federal regulations included in the FHWA Federal-Aid Policy Guide, and applicable state laws and regulations.

#### Item 0 Background Information

#### Item 0.1 Related Plans and Projects

Over the past several years, the DEPARTMENT, ADOT, FHWA and other transportation officials have actively advanced the concept of I-11 and a high priority emphasis has been placed on the identification of the I-11 Corridor linking Las Vegas, NV and Phoenix, AZ. In 2012 the DEPARTMENT and ADOT jointly sponsored the two-year "I-11 and Intermountain West Corridor Study (IWCS)" to address this priority connection. In the summer of 2014, the DEPARTMENT and ADOT completed this high-level visioning study. The IWCS report and related documents can be found at:

#### <u>http://www.i11study.com</u>

In 2018, the DEPARTMENT and the RTC opened the first segment of the I-11 corridor in Nevada by dedicating a new 15 mile freeway link around the southern periphery of Boulder City from I-515 (US 95) to US 93. Also in 2018, the DEPARTMENT embarked upon an I-11 Northern Nevada Alternatives Analysis with the intent of conducting Alternative Analysis and Planning and Environmental Linkages (PEL) studies to evaluate potential I-11 Corridors between I-80 in Northern Nevada and Las Vegas. Reference documents related to the DEPARTMENT's I-11 program and the I-11 Northern Nevada Alternatives Analysis Project can be found at:

- <u>https://www.nevadadot.com/projects-programs/road-projects/interstate-11</u>
- <u>https://www.nevadadot.com/projects-programs/programs-studies/future-i-11-alternatives-analysis-las-vegas-valley-to-i-80/i-11-northern-nevada-alternatives-analysis-project-documents</u>

The consultant will compile and review these documents, as well as other related plans and studies, and file them on a SharePoint site developed for the Project. This effort will involve website searches, as well as, reaching out to organizations including the DEPARTMENT, the Regional Transportation Commission of Southern Nevada (RTC), Clark County, City of Las Vegas, City of Henderson, City of North Las Vegas, Class1 railroads (e.g., Union Pacific Railroad and BNSF Railway), resource agencies (including BLM and NPS), and Tribal Governments to obtain work completed or underway since the initial I-11 IWCS was completed.

When contacting agencies and other key stakeholders, the consultant will also inquire about relevant data that may be available for use on the ASR/Tier 1 EIS. Website searches will also be conducted to obtain data. The consultant will also review the related plans, studies, and projects and summarize their relevance to the Project. This information will ultimately feed into the Project Description in the Tier 1 EIS document and provide a basis for the cumulative effects analysis.

#### Task 0.2 Additional Guidance

As additional background information in the conduct of this I-11 Tier 1 EIS, the team will consider other previously or current NDOT studies and evaluations of corridors that may influence the identification and selection of the I-11 corridor. These studies include, but are not limited to, the following:

- I-515 Alternatives Development Study, <u>https://www.nevadadot.com/projects-programs/programs-studies/i-515-alternative-development-study</u>
- I-515 Charleston Interchange Environmental Assessment, <u>https://www.nevadadot.com/projects-programs/programs-studies/i-515-charleston-boulevard-interchange-environmental-assessment</u>

Henderson Interchange, <u>https://www.nevadadot.com/projects-programs/henderson-interchange-feasibility-study</u>

FHWA guidance for use on the Project includes the following:

- The NEPA Task Force Report to the Council on Environmental Quality: Modernizing NEPA Implementation: <u>https://ceq.doe.gov/docs/ceq-publications/report/finalreport.pdf</u>
- Guidelines on the Use of Tiered Environmental Impact Statements for Transportation Projects, NCHRP 25-25(38) Publication: <u>http://onlinepubs.trb.org/onlinepubs/nchrp/docs/NCHRP25-</u>25(38) FR.pdf
- FHWA general guidance: <u>http://www.fhwa.dot.gov/hep /guidance/</u>
- FHWA CFR guidance: <u>https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=893494afaad787d1a224eaff9c1bb59e&mc=true&n=pt23.1.771&r=PATT&ty=HTML</u>
- CEQ Update to the Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act: <u>https://www.govinfo.gov/content/pkg/FR-2018-06-20/pdf/2018-13246.pdf</u>
- CEQ Tiering guidance: <u>https://ceq.doe.gov/docs/ceq-regulations-and-guidance/Effective\_Use\_of\_Programmatic\_NEPA\_Reviews\_Final\_Dec2014\_searchable.pdf</u>"A Policy on Design Standards Interstate System" https: f/bookstore.transportation.org/item details.aspx?id=I 17 5

## Item 1 Project Management and Coordination

## Item 1.1 Project Controls and Administration

The CONSULTANT will follow the DEPARTMENT's Project Management (PM) Guidelines. The CONSULTANT will perform a Project Approach and Resource Review for the PROJECT. The CONSULTANT will hold management reviews for scope, schedule, and budget on a monthly basis and in addition will conduct a project start review as well as project development reviews. The CONSULTANT shall review monthly invoices as well as the subconsultant invoicing process to ensure it follows the DEPARTMENT's guidelines. The CONSULTANT shall coordinate with subconsultants on a regular basis to maintain consistency in reporting measures and formats.

In addition, the CONSULTANT will create and maintain a project filing system and records for documentation purposes. The CONSULTANT will create and maintain an administrative record for the project in accordance with the DEPARTMENT's guidelines.

## **Project Management Plan**

The CONSULTANT shall submit a Project Management Plan (PMP) to the DEPARTMENT within 30 days of NTP. This plan will follow the DEPARTMENT's Project Management Guidelines and shall include: project communication protocols, project team members (including those from the HDR team, the DEPARTMENT's Design Team and primary stakeholders), Item assignments, Item budgets, project administrative procedures (including documentation and filing requirements), the project quality management plan, health and safety requirements, document production requirements, decision log requirements, risk register, and design criteria (including design manuals, code requirements and units of measure).

## **Develop and Maintain Project Schedule**

The CONSULTANT shall provide a detailed project design schedule to the DEPARTMENT using Microsoft Project, as part of the PMP. The schedule shall include milestone dates required by the DEPARTMENT's Project Manager (PM) and the CONSULTANT's PM to achieve project completion. The CONSULTANT shall be responsible for developing, updating, and maintaining the schedule on a monthly basis. Should project milestone completion dates not be met, or are anticipated to be missed, the CONSULTANT shall submit a revised project schedule within one month, detailing:

- A recovery plan on how the project shall be brought back on schedule, if feasible, or
- Proposed changes to milestone and/or project completion deadlines if approved target dates are no longer feasible.

## **Quality Management Plan (QMP)**

The CONSULTANT is responsible for the quality, accuracy and completeness of the materials prepared under this contract. The CONSULTANT will develop a project specific Quality Management Plan (QMP). The QMP will establish Quality Assurance and Quality Control (QA/QC) procedures to document, monitor and control the quality processes and procedures for deliverables, documents, plans, calculations and estimates for the work being performed throughout the duration of this contract. The QMP will document processes and tools used for tracking and analyzing project quality and identifying and addressing issues. Components of the QMP include:

- Document checking procedures
- Level of detail required for Quality Reviews
- Schedule for Quality Reviews
- Personnel assigned to Quality Reviews
- Documentation of QA/QC processes including standard forms
- Handling and filing of review documents and comments at the completion of the review

The CONSULTANT will perform QA reviews for this project that are independent of primary preparers of the deliverable or document. QA reviews will be performed on all deliverables, documents and processes necessary to complete the work on this project. The QMP will be provided to the DEPARTMENT for review and approval within 30 days of NTP.

## Item 1.2 Project Coordination

The CONSULTANT shall coordinate the Monthly Project Team/Stakeholder Coordination Meetings, draft and submit meeting notes to the DEPARTMENT Project Manager and appropriate attendees for review. The CONSULTANT shall incorporate comments and distribute the meeting notes to attendees and identified stakeholders (within 5 business days). The CONSULTANT's Project Manager, in coordination with the DEPARTMENT's Project Manager, shall schedule Monthly Project Team/Stakeholder Coordination Meetings.

CONSULTANT shall coordinate regular checkpoint meetings with Cooperating, Participating, and stakeholder agencies as per the schedule developed in the Coordination Plan (see Task 2.3).

Item 1.3 Stakeholder and Agency Meetings

In accordance with the requirements of NEPA and Section 6002 of SAFETEA-LU, coordination, outreach, and involvement with federal, state, tribal, and local agencies will be undertaken as part of this Project as well as public involvement. The CONSULTANT shall coordinate project development activities with other agencies that are considered project stakeholders by the DEPARTMENT's Project Manager. These include the following stakeholders: Cooperating Agencies and Participating Agencies (quarterly meetings); resource/regulatory agencies (individually, as needed); and other agency stakeholders with an interest or otherwise involved in the project. The CONSULTANT shall work with the DEPARTMENT to establish these meetings with outside stakeholders, and shall coordinate locations, agendas, meeting materials, and meeting minutes. The DEPARTMENT's Project Manager shall be invited to all such meetings. The CONSULTANT shall be responsible for coordinating, attending and preparing meeting minutes and agendas for those meetings required. Coordination meetings will also be held to discuss traffic forecasting assumptions and edits to the regionally approved TransCAD model.

Item 1.4 Strategic Communications

## Public Outreach and Agency Plan

The CONSULTANT shall provide the DEPARTMENT'S PM, Public Hearings Officer and Public Information Officer (PIO) a Draft and Final Public Outreach and Agency Plan (Outreach Plan), to be updated as appropriate for the duration of the project. The Outreach Plan is a living document and will act as a roadmap for communication and outreach activities through the duration of the Project. It will identify key stakeholders within the study area, such as Title VI, Environmental Justice (EJ), Limited English Proficiency (LEP), traditionally underserved communities, businesses and economic development, healthcare, education, agency and government officials, and special interest groups. The Outreach Plan will include a social and political risk analysis, identify unique branding and targeted branding, messaging, along with tools, tactics and strategies to be implemented as part of the engagement program. Lastly, the Outreach Plan will include a schedule that highlights timely implementation of each deliverable and activity as an integrated part of the technical and environmental milestones so as to engage, educate and seek input at key milestones. This comprehensive Outreach Plan will outline a detailed public outreach approach and strategies designed to address key stakeholder concerns while also maintaining the project's overall goals and priorities. The Outreach Plan will be developed and provided to the DEPARTMENT for review and approval within 60 days of notice to proceed.

## **Media Relations**

The CONSULTANT shall assist the DEPARTMENT'S PM and PIO with creating, preparing and releasing relevant and timely information to the media during the duration of the study: Notice of Intent, Scoping, Alternatives Selection Report, Draft EIS, Final EIS and Record of Decision. Materials may include news releases, advisories, fact sheets, press kits, and other collateral materials prepared especially for news media.

## **Outreach Coordination with Stakeholders and Local Agencies**

The CONSULTANT will identify key stakeholders and develop three groups, described below, that will meet regularly throughout the study process, beginning within 30 days of Notice to Proceed:

**Technical Working Group:** This group will include representatives from key Agency stakeholders in the study area that will be determined in collaboration with the DEPARTMENT's PM and

team. The project team will meet quarterly with the Technical Work Group to provide current status, updates and exchange technical information as the study is conducted. It is anticipated that quarterly, technical working group representatives will be invited to participate in the Project Team meetings described in Item 1.2. The membership of the Technical Working Group is focused on agency representatives that have the skills to provide meaningful guidance and feedback to the project team including engineers, planners and technical representatives from the Regional Transportation Commission of Southern Nevada (RTC), City of Las Vegas, City of North Las Vegas, City of Henderson, and Clark County. Additional invitees to these quarterly meetings will be resource agency representatives from federal, state, and tribal entities.

**Community Advisory Committee:** This group will meet on an as-needed basis, but, not anticipated to be more than quarterly and will include community representatives that will be determined in collaboration with the DEPARTMENT and may include representatives from low-income, minority, limited English speakers, major businesses, educational, healthcare and other institutions.

**Policy Stakeholder Group:** This group will meet on an as-needed basis, but, not anticipated to be more than quarterly and will include up to key influencers who will provide feedback on high-level policy issues. This may include Mayors, Commissioners, Council members, City/County Managers and other representatives determined in collaboration with the DEPARTMENT from areas such as the RTC, City of Las Vegas, City of North Las Vegas, City of Henderson and Clark County.

As requested and separately authorized by the DEPARTMENT, the CONSULTANT will conduct meetings with other organizations or groups to share information, identify concerns and seek valuable input. These meetings could include a combination of presentations at large forums, one-on-one briefings to small focus group sessions.

## **Public Hearings**

This task includes the scope of work to prepare for and attend the three rounds of public meetings/hearings that shall be part of the project development: Scoping, Alternatives Selection Report, and Draft EIS. Note that other work related to these Items is included in each of Item 2.7, 3.4, and 6.6. The CONSULTANT will have representatives at each meeting (facilitator, environmental, project management, project team members including subject matter specialists, admin recorder and a Spanish translator/interpreter) and shall be responsible for coordinating, attending and preparing meeting minutes and agendas for those meetings required. The CONSULTANT will facilitate meetings in coordination with the DEPARTMENT'S PM, Public Hearings Officer and PIO and the CONSULTANT will develop materials, such as presentations, boards, maps, handouts and electronic newsletters.

#### Stakeholder Contact & Database

The CONSULTANT will create and maintain a project hotline and email address to answer questions from community stakeholders and gather comments about the study process.

The CONSULTANT will also create and maintain an online database that includes outreach efforts, phone calls, emails, public comments and responses. Comments received during public comment periods will be included in the EIS document. The CONSULTANT shall regularly update the database as additional stakeholders and interested parties are identified.

## **Digital Media**

**Website:** The CONSULTANT will create an interactive website that includes an online interactive map, up to 3 virtual public meetings and study graphics, materials and information.

**Social Media:** The CONSULTANT will also develop a social media strategy, including monitoring online conversations and displaying data for the project team through an online dashboard. The CONSULTANT will work with the PIO to develop social media content that will be distributed through the DEPARTMENT's established social media channels.

## **Collateral Informational Material**

The CONSULTANT will develop fact sheets, infographics, postcard invites, brochures, monthly eNewsletters, and display boards to be used at meetings. Each of these educational and informational tools will follow the unique project branding and the DEPARTMENT's established brand as part of a larger Project communications toolkit specifically designed to provide clear, concise and transparent information that is easily accessible and understandable by all publics. As appropriate, materials will be distributed in two languages including English and Spanish. For the purposes of public distribution of project information including notice of upcoming meetings or project status/updates, this information will be disseminated via direct mailers and/or flyers, the project website, social media and newspaper advertisements.

## **Project Summary Report**

Upon project completion, the CONSULTANT shall provide the DEPARTMENT's PM, Public Hearings Officer and Public Information Officer (PIO) a Draft and Final Summary Report on public and stakeholder outreach efforts, including the final public outreach plan and documentation of outreach activities, materials, and media coverage.

## Item 1.5 Project Closeout

When requested by the DEPARTMENT's Project Manager, the CONSULTANT shall provide the DEPARTMENT's Project Manager with electronic copies of project documentation which includes: correspondence, electronic copies of reports, memorandums, and model output documentation.

## Item 2 Project Planning and Scoping

The purpose of this Item is to prepare the project for the Notice of Intent (NOI) by establishing the study area, reasonable range of alternatives, purpose and need, and initial screening of environmental constraints and potential impacts. This Item also prepares the Coordination Plan as per Section 6002 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), prepares and publishes the NOI, and plans and conducts the project's Scoping Meetings as per NEPA requirements. At the conclusion of Item 2, the alternatives advancing to the Draft Tier 1 EIS will be identified and technical studies on their impacts will be initiated.

## Item 2.1 Definition of Project Study Area

CONSULTANT shall prepare draft study area boundaries for the DEPARTMENT's review in ArcGIS for use in the collection of data, development and evaluation of project alternatives, and documentation in study reports and the EIS. CONSULTANT shall incorporate revisions based on the DEPARTMENT's comments received and develop a set of project base maps for use in the study. CONSULTANT shall develop a GIS web map that illustrates the study area and will serve as the basis for the illustration and analysis of collected data to inform the project alternatives and evaluation of impacts.

## Item 2.2 Purpose and Need Statement

CONSULTANT shall review the Purpose and Need statement developed in the I-11 Intermountain West Corridor Study (IWCS) for applicability and consistency with the objectives of this study and NEPA process. CONSULTANT shall collaborate with the DEPARTMENT to prepare a concise draft Purpose and Need statement that briefly describes the overarching need for the project and the purpose that would inform the development of alternatives. Upon receipt of comments from the DEPARTMENT, CONSULTANT shall revise the draft Purpose and Need statement for FHWA review. CONSULTANT shall finalize the Purpose and Need statement, incorporating FHWA comments, for use in the Coordination Plan and the Notice of Intent (NOI).

## Item 2.3 Coordination Plan

CONSULTANT shall collaborate with the DEPARTMENT on project stakeholders, key milestones, and schedule to develop a draft Coordination Plan as per Section 6002 of SAFETEA-LU. CONSULTANT shall generate a list of Cooperating Agencies (CAs) and Participating Agencies (PAs) to be parties to the Coordination Plan. CONSULTANT shall prepare draft letters for each proposed CA or PA inviting them to participate in the project in the proposed role. CONSULTANT shall incorporate the DEPARTMENT's comments on the draft Coordination Plan and update it based on the responses from the invitations to prepare a draft Coordination Plan for FHWA review. CONSULTANT shall revise the Coordination Plan in response to FHWA comments and prepare a Final Coordination Plan for publication on the project webpage. Note that the Coordination Plan is a living document, and CONSULTANT shall revise it up to three times throughout project development, as needed.

## Item 2.4 Existing Conditions and Corridor Constraints

CONSULTANT shall conduct an environmental desktop analysis of critical environmental issues for the region covered by the study area delineated in Item 2.1 related to the following disciplines: transportation facilities, land use, demographics, community facilities, hazardous materials sites, biological resources, water resources, floodplains, cultural resources, parks and recreation, and visual resources. CONSULTANT shall populate the GIS webmap with shapefiles corresponding to these resource areas to create constraints mapping for use in the development of project alternatives.

## Item 2.5 Identification of a Range of Alternatives

CONSULTANT shall identify a preliminary range of feasible alternative corridors for inclusion in the NOI and for initial consideration in Item 3. The range of feasible alternatives will be developed in collaboration with the DEPARTMENT, connecting the northern extent of the Boulder City Bypass component of I-11 to US 95 in northern Clark County for continuation north. Preliminary corridor alternatives subareas shall include:

- I-215/CC-215
- I-515 and US 95
- New East Link (eastern alignment)

The initial two corridor alternatives will examine corridors that will be evaluated as I-11 options principally focused on existing freeway corridors. For the third corridor alternative the study team will evaluate a new East Link, or eastern corridor alignment west of Frenchman Mountain, that connects US 93 north of the Arizona border to US 95 in the vicinity of the US 95/Kyle Canyon interchange.

Item 2.6 Preparation of Notice of Intent

CONSULTANT shall prepare an overall project summary that includes the following information:

- a. Description of project location, length, and a definition of the project study area
- b. Description of regional existing transportation facilities and services to provide context for the project setting
- c. Identification of specific transportation problems and deficiencies, consistent with the purpose and need statement
- d. System linkage information
- e. Safety problems

CONSULTANT shall assemble the project summary, purpose and need, preliminary range of alternatives, list of CAs, overview of environmental constraints and issues, and project contact information for inclusion in a Draft NOI to prepare a Tier 1 Environmental Impact Statement (EIS) for the DEPARTMENT's review. CONSULTANT shall incorporate the DEPARTMENT's comments for submittal to FHWA for review and comment. Upon incorporation of FHWA revisions, CONSULTANT shall prepare a final NOI for publication in the Federal Register.

Item 2.7 Scoping Meetings and Scoping Report CONSULTANT shall coordinate with the DEPARTMENT's PM and Public Hearings Officer to organize Scoping Meetings and prepare a draft advertisement for the DEPARTMENT's review. At the conclusion of the Scoping Meetings, and a 30-day public review period during which comments will be collected and organized, CONSULTANT shall collaborate with the DEPARTMENT in the development of responses to comments and prepare a draft Scoping Report for the DEPARTMENT's review. CONSULTANT shall prepare a final Scoping Report addressing the DEPARTMENT's comments.

## Item 3 Alternatives Analysis

Item 3.1 Development of Evaluation Criteria

## **Developing Performance Measures and Project Comparison Process**

The CONSULTANT team will coordinate with the DEPARTMENT to determine performance measures for comparing project alternatives as well as projects along corridors. The CONSULTANT team will hold a 1/2-day workshop with the DEPARTMENT's Traffic Operations and Traffic Information to identify the Measures of Effectiveness (MOEs).

As a reference, the national transportation performance management (TPM) goals established under MAP-21 for Federal highway programs identify potential performance measures. The national performance goals cover several areas:

- Safety
- Infrastructure condition
- Congestion reduction
- System reliability
- Freight movement and economic vitality
- Environmental sustainability
- Reduced project delivery days

Item 3.2 Traffic Assessment of Alternatives

The following tasks are the general tasks to be performed. These tasks will be further detailed with future discussions between the DEPARTMENT and the CONSULTANT.

- Data Collection
- Traffic Forecasting
- Travel Demand Model Review
- Travel Demand Model Analysis
- Travel Demand Model Runs
- Select Link Analyses
- Develop Traffic Forecasts Post Process Raw Model Volumes
- Exporting to Traffic Model
- Develop Traffic Forecasting Methodology & Assumptions Memorandum
- Traffic Operations Analysis:
- Develop Traffic Operations Methodology & Assumptions Memorandum
- Traffic Analysis and Alternative Development

## Item 3.3 Draft Alternatives Selection Report

The CONSULTANT will prepare a Draft Alternatives Selection Report (ASR) that will provide a record of the corridor alternatives considered, evaluated, screened and dropped from further consideration or carried forward for additional evaluation. The ASR will document the evaluation process of the potential alternatives and how well they satisfied the purpose and need of the project and briefly outline why. For alternatives that do not satisfy the project purpose and need, the ASR will provide documentation why those alternatives do not meet the project purpose need and should not be considered further. This report will include a summary of items from above (e.g. Purpose and Need and Goals) and also detail the process to be used in evaluating concepts and ensure it meets Tier 1 EIS requirements. The CONSULTANT will prepare draft memo, submit to FHWA and the DEPARTMENT for review, address comments, and prepare final memo.

The CONSULTANT will develop a draft set of screening criteria for the corridors for review with the project team and finalize the criteria based on input from stakeholders. The CONSULTANT will apply the evaluation criteria for each alternative improvement, to the No Action Alternative, and to existing conditions. It is assumed that screening results will be tabulated in spreadsheet format with minor comments summarizing results.

## Item 3.4 Alternatives Selection Report Public Meetings

CONSULTANT shall coordinate with the DEPARTMENT on Alternatives Selection Meetings and prepare a draft advertisement for the DEPARTMENT's review. CONSULTANT shall incorporate the DEPARTMENT's comments and publish the advertisement as directed by the DEPARTMENT, including mailers and legal notices in newspapers and other publications. It is assumed all publication costs and any costs to rent venue space for meetings would be incurred and borne by the CONSULTANT. The CONSULTANT shall

manage all meeting logistics, including identifying locations, and will provide agendas, sign-in sheets, handouts, comment forms, and presentation materials.

At the conclusion of the Alternative Screening Meetings, and a 30-day public review period during which comments will be collected and organized, CONSULTANT shall collaborate with the DEPARTMENT in the development of responses to comments and prepare a draft Scoping Report for the DEPARTMENT review. CONSULTANT shall prepare a final Scoping Report addressing the DEPARTMENT comments.

## Item 3.5 Final Alternatives Selection Report

The CONSULTANT will prepare a Final Alternatives Selection Report that will document the identification, evaluation and screening of the corridors alternatives considered for the I-11 corridor as it traverses southern Nevada in Clark County. Additionally, the final ASR will include the information obtained from the Alternatives Selection Report public meetings. The final ASR will serve as a summary document describing alternatives development and analysis performed to date and provide recommendations on which alternatives that should be further analyzed and examined during environmental studies.

## Item 4 Preliminary Engineering

The CONSULTANT shall prepare schematic layouts of alternatives to support the Tier 1 EIS. The DEPARTMENT will provide the CONSULTANT with any available information or recently completed DEPARTMENT projects and studies, and any available aerial photography. Where mapping from previous projects and studies are unavailable, Clark County' GIS Management Office (GISMO) aerial imagery and mapping will be used to develop schematic layouts. Schematic layouts will represent general corridor alignments of alternatives. Where feasible, the schematic layouts will identify high level and major impacts to existing conditions.

## Item 5 NEPA Technical Studies

The purpose of this Item is to conduct required analysis in the evaluation of impacts on the human, built, and natural environment by the alternative corridors under consideration in the Draft Tier 1 EIS. CONSULTANT shall conduct analyses of potential impacts, as a Tier 1 level of project corridor alternatives on environmental resources. Tier 1 analyses shall look at corridor-wide impacts as well as the potential for a narrower alignment to avoid potential impacts. CONSULTANT shall identify appropriate measures to minimize or mitigate potential impacts.

The following technical memoranda will be prepared, to be used as the basis for the development of the Draft Tier 1 EIS. Note that the technical analyses in these memoranda shall be at the appropriate level for a Tier 1 study process through which a preferred corridor will be selected. CONSULTANT shall build upon the existing conditions data collected in Item 2.4, include a regulatory framework, data sources, and methodologies for impact analysis in each technical memorandum.

Item 5.1 Land Use and Socioeconomics Technical Memorandum CONSULTANT shall prepare a memorandum that would be an appendix to the Draft Tier 1 EIS that includes the following areas: land use, parks and recreation, demographic and social characteristics, community resources and cohesion, economic conditions, and environmental justice.

## Item 5.2 Traffic Impact Report

The CONSULTANT will develop a Traffic Impact Report for describing the outcome of the traffic operations analysis for each corridor under consideration. The traffic modeling documentation will include the calibrated existing conditions for the peak periods and Horizon Year No-build conditions. The modeling assumptions for all Existing and Horizon Year traffic will be documented, as well as the

comparative output results. This documentation will include data, figures and tables developed in previous traffic subtasks that include the studied area.

## Item 5.3 Air Quality Technical Memorandum

CONSULTANT shall prepare an Air Quality Technical Memorandum that describes current air quality conditions; non-attainment areas of ozone, particulate matter, and carbon dioxide; and consistency with the state and local plans. Ambient air quality will be evaluated based on existing local ambient air quality data sources. Construction emissions associated with the project alternatives will be qualitatively assessed based on the type of construction vehicles used and knowledge of typical construction practices on similar projects. Proposed Project operations will be evaluated qualitatively to assess potential regional and local beneficial effects from the proposed project on ambient air quality, and truck increases or other applicable measures in the corridors will also be assessed to qualitatively address Climate Change.

## Item 5.4 Noise and Vibration Technical Memorandum

A qualitative noise and vibration assessment will be conducted to identify sensitive land uses and generally characterize potential noise and vibration impacts. Build alternatives which may propose rail facilities will reference applicable Federal Railroad Administration/Federal Transit Administration screening guidelines.

## Item 5.5 Visual and Aesthetic Resources Technical Memorandum

The visual and aesthetic resources will be identified and defined for the Study Area and an analysis of the effects will be conducted.

Long term effects on resources will be considered along with short term effects such as temporary construction activities. The effect of each alternative will be evaluated based on the alternative's conformance with community values for visual resources, the predicted response by viewer groups, and the degradation of existing visual quality.

## Item 5.6 Section 106 Reports

CONSULTANT shall determine the appropriate Area of Potential Effect (APE) for the Tier 1 corridor analysis for the DEPARTMENT's Cultural Resource Section (CRS) review and comment. CONSULTANT shall coordinate with CRS to identify the appropriate consulting parties under Section 106 of the National Historic Preservation Act. CONSULTANT shall conduct a cultural resources literature search and conduct a Class I historic architecture / built environment survey to identify structures listed in or eligible for listing in the National Register of Historic Places (NRHP). CONSULTANT shall research additional properties within the footprints of the alternative corridors to determine if there is a risk that other properties may be eligible for listing; however, a Class 3 survey and complete analyses will be reserved for Tier 2 studies. The Class I Survey will identify resources for consideration in analysis and the potential for impacts on historic properties; however, at the Tier 1 level, no effects determination will be made.

Item 5.7 Biological and Water Resources Technical Memorandum The collection and evaluation of information will be supported by tabular and graphical data, geographic maps, and other ancillary information. The results of the investigations will be used to prepare appropriate sections of the environmental document.

- Vegetation and Wildlife Habitat
- Threatened and Endangered Species

- Waters of the United States
- Water Quality
- Flood Hazard Evaluation and Floodplain Management

Item 5.8 Hazardous and Contaminated Materials Technical Memorandum A regulatory database search will be conducted for the Study Area to determine the presence of hazardous material sites. This search will be supplemented by a review of available Project reports for the Study Area. Federal, state, local, and facility records will be evaluated for environmentally significant information about documented facilities or incidents within the approximate minimum search distance established by the environmental professional, in accordance with the ASTM E 1527-05 standard.

Item 5.9 Geology, Soils, and Prime Farmland Technical Memorandum The geology, soils, and prime farmland within the Study Area will be identified, evaluated, and documented. Existing geological information and soil maps will be collected to develop a detailed description of existing conditions for a comparison of impacts. Information will include published data from the U.S. Geological Survey. Prime and unique farmlands as defined under the Farmlands Policy Protection Act (FPPA) will be identified using Natural Resources Conservation Service information. Completion and submission of AD 1006 Forms (i.e., Farmland Conversion Impact Rating) to convert farmland to non-agricultural uses in compliance with the FPPA will not be part of the Tier I EIS and will be deferred to future Tier 2 studies.

## Item 6 Draft Environmental Impact Statement

The purpose of this Item is to prepare the Draft Tier 1 EIS for the DEPARTMENT, FHWA, Cooperating Agency, and then public review. The technical analyses included in the technical memoranda prepared as part of Item 5 will be incorporated, and additional sections and analyses will be prepared as described in the Items below.

## Item 6.1 Draft Tier 1 EIS Annotated Outline

CONSULTANT shall prepare an annotated outline of the Draft Tier 1 EIS for the DEPARTMENT review and comment. Annotated outline shall include boilerplate language and as much information as appropriate developed in Item 2, as well as descriptions of information to be prepared and incorporated. Final annotated outline incorporating the DEPARTMENT revisions shall form the basis of the EIS development.

## Item 6.2 Chapter 1 Purpose and Need

CONSULTANT shall expand upon the purpose and need statement developed in Item 2.2, with supporting information from the ASR developed in Item 3.5 to develop a draft Chapter 1, Purpose and Need, which provides the needs that drive the project and the resulting purpose of the project. The purpose shall also form the basis of the criteria to evaluate Draft EIS alternative corridors and select a preferred corridor for advancement to Tier 2 studies.

The Purpose and Need chapter, with supporting data, will be packaged as a stand-along document for the DEPARTMENT, FHWA, and Cooperating Agency review, and presented and discussed at a checkpoint meeting as per the schedule identified in the Coordination Plan. Agencies shall have 30 days to review the document and revisions to the Purpose and Need based on agency comments shall be incorporated into a revised version for incorporation into the Draft Tier 1 EIS.

## Item 6.3 EIS Chapter 2 Alternatives

CONSULTANT shall utilize the information in the ASR developed in Item 3.5 and prepare a draft Chapter 2, Alternatives, to describe the alternative corridors initially considered, which alternative corridors were eliminated from further consideration, and which have advanced to further development in the

Draft EIS (known as the Build Alternatives). CONSULTANT shall also describe the No-Build Alternative to be used for comparison in the assessment of impacts associated with the Build Alternatives. CONSULTANT shall prepare a concise description of project alternatives to be presented to the DEPARTMENT, FHWA, and Cooperating Agencies for their review and comment. Alternatives shall be discussed at a checkpoint meeting as per the schedule identified in the Coordination Plan. Agencies shall have 30 days to review the alternatives and revisions shall be incorporated into Chapter 2 of the Draft Tier 1 EIS.

## Item 6.4 EIS Chapter 3 Affected Environment, Environmental Impacts, and Mitigation Measures

For each of the following resource areas, CONSULTANT shall populate Chapter 3 of the annotated outline of the Draft Tier 1 EIS, which includes the Regulatory Framework, Affected Environment, Environmental Impacts, and Mitigation Measures for each resource area: air quality and greenhouse gases, aesthetics and visual resources, biological resources, cultural resources, economic conditions, energy, environmental justice, floodplains and hydrology, hazardous materials and sites, land use, transportation system, noise, parks and recreational resources, public facilities and utilities, social conditions and community cohesion, transportation access and traffic, and water quality. CONSULTANT shall include a section on Section 4(f) and Section 6(f) considerations. Note that this scope of work does not propose that a preliminary Section 4(f) determination will be made. Project impacts on publicly-owned park and recreational land, including hiking and bicycle trails, and historic properties and other lands afforded protection under Section 4(f) of the Department of the Transportation Act and Section 6(f) of the Land and Water Conservation Fund Act (LWCFA) will be discussed for each alternative. A desktop review of available aerial photography, local land use plans, and other applicable plans will provide the baseline information needed to map all resources potentially afforded this protection. The Section 4(f) and 6(f) evaluation in the Tier I EIS will identify the number of 4(f) and 6(f) properties located within the project corridors and determine the risk of a potential "use" of Section 4(f) properties or conversion to a transportation use of Section 6(f) lands.

CONSULTANT shall include a section on indirect and cumulative effects. For indirect and cumulative analysis, CONSULTANT shall identify through research and consultations federal, state, local, and private actions that may be influenced by the proposed action and may have effects on land use, natural resources, ecosystems, and human communities. Identification of potential indirect effects analysis will be coordinated with other discipline tasks. A key component of the indirect and cumulative effects analysis is identification of planned developments. Data collection, including interviews with planners and development experts, will focus on specifically identified planned developments within the study corridor, as well as potential future developments, which are not named but are still reasonably foreseeable. These projects will be analyzed with respect to location, type and purpose, scale, stage of development, setting, and notable design features. The identification of an appropriate area of influence will consider political or geographic boundaries, watershed and ecological boundaries, and transportation-related.

CONSULTANT shall incorporate data and analyses developed in Item 5, and supplement the information with information obtained from engineering studies and traffic analyses, as applicable. For each resource area, CONSULTANT shall also describe the appropriate actions to take in subsequent Tier 2 studies.

## Item 6.5 Administrative Draft Tier 1 EIS

CONSULTANT shall combine the information developed in Items 6.2, 6.3, and 6.4 to prepare an Administrative Draft Tier 1 EIS. Additional chapters to be prepared and included in the document include: Coordination and Consultation, Selection of Preferred Alternative, References, List of Preparers,

Distribution List, and Executive Summary. An appendix with appropriate supporting information shall be included as well. Each resource section shall include the anticipated Tier 2 studies and level of analysis required.

Based on the information provided in the impact analysis chapter of the Draft EIS, the selection of the preferred alternative will include a detailed assessment of the evaluation criteria developed to evaluate the alternatives and the alternative identified to result in the least overall environmental impacts.

## Item 6.6 Public Review of Draft Tier 1 EIS

Upon approval from FHWA's legal sufficiency review, CONSULTANT shall finalize the Draft Tier 1 EIS and prepare it for public release. CONSULTANT shall coordinate with the DEPARTMENT on locations for the Public Hearing. CONSULTANT shall prepare a Transportation Notice and a Notice of Availability (for publication in the Federal Register) noting the availability of the Draft EIS for public review and the date of the Public Hearing. At the conclusion of the Public Hearing and a 45-day public review period, CONSULTANT shall collect and organize comments on the Draft Tier 1 EIS.

## Item 7 Final EIS / Record of Decision

## Item 7.1 Responses to Comments

CONSULTANT shall prepare draft responses to all comments on the Draft Tier 1 EIS for the DEPARTMENT's review. CONSULTANT shall participate in one comment workshop with the DEPARTMENT to resolve the more challenging comments. CONSULTANT shall document final responses to comments for inclusion in the Final Tier 1 EIS.

## Item 7.2 Preparation of Final EIS/Record of Decision

This scope of work assumes that a combined Final EIS / Record of Decision (ROD) shall be prepared, pursuant to Moving Ahead for Progress in the 21st Century Act (MAP-21), unless FHWA determines that statutory criteria or practicability considerations preclude a combined document. This assumes that no comments received during the Draft EIS review period result in any changes to the preferred alternative or substantive changes in impacts or mitigation. CONSULTANT shall prepare an Administrative Draft Final EIS / ROD that includes responses to comments, additional information on the preferred alternative for the project if necessary, and an implementation plan to advance the project through Tier 2 studies. The Final EIS shall update coordination efforts with stakeholders, CAs, PAs, and other involved agencies.

CONSULTANT shall prepare a draft ROD to document the project decision at the Tier 1 level, including the preferred alternative, mitigation measures, and next steps. CONSULTANT shall incorporate the draft ROD into a combined Final EIS/ROD.

## Item 7.3 Administrative Record

CONSULTANT shall develop and maintain the Project document control files in a manner conducive to creating the Project-wide Administrative Record. In addition to the files generated by the Consultant, the Project-wide Administrative Record will also include relevant documents as produced and/or provided from FHWA, the DEPARTMENT, CAs, and other consultants.

#### INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

#### **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

**Business Entity Type** – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

*Corporate/Business Address, Business Telephone, Business Fax, and Email* – Enter the street address, telephone and fax numbers, and email of the named business entity.

*Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email* – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

*List of Owners/Officers* – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name - Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

REVISED 3/25/2019

Page 1 of 5

## **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

## 1. Business Entity Type (Please select one)

Sole Proprietorship
 Partnership
 Limited Liability Company
 Corporation
 Trust
 Non-Profit Organization
 Other

2. Are you a publicly-traded corporation? OYes • No

## 3. Number of Nevada Residents Employed (Do Not Leave Blank): 7

|--|

4. Corporate/Business Entity Name (Include d.b.a., if applicable):

HDR Engineering, Inc.

5.	Cor	porate/Business	Entity	Street	Address:	
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Street Address:	Website:	
1917 S. 67th St.	www.hdrinc.com	
City, State and Zip Code:	Point of Contact Name:	
Ohama, NE 68106	Nancy Brandon	
<b>Telephone and Fax No.</b>	Email:	
Ph: 402-399-1000, Fax: 402-548-5015	Nancy.Brandon@hdrinc.com	

## 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:	
6750 Via Austi Parkway,Suite 350	www.hdrinc.com	
City, State and Zip Code:	Point of Contact Name:	
Las Vegas, NV 89119	Craig Smart, PE, Assoc. Vice President	
Local Telephone and Fax No.	Email:	
Ph: 702-938-6000, Fax: 702-938-6060	craig.smart@hdrinc.com	

Page 2 of 5

#### 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title		% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)			
No individual has a 5% ownership stake.						
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\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

REVISED 3/25/2019

Page 3 of 5

## **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

#### Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

Yes ✓No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

∐Yes 🖌 No

Page 4 of 5

#### List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION
N/A			

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.

Signature

## Associate Vice President

Craig Smart, PE

Print Name July 10, 2019

Date

Title

## For NDOT Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?

Yes No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

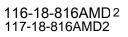
Notes/Comments:

Signature

Print Name Authorized NDOT Representative

# Line Item 3

Agreements for Approval Over \$300,000 Page 45 of 278



Request to Solicit Services and Budget Approval (2A)

Amendments for time extensions (time only) do not require a form 2a

	Initial Budget Request	× Reque	est for Amendment #: 2	Agreement #: P116-18-816	
If Amendment, name of Company: Kimley-Horn and Associates Inc.					
	Project ID #(s): 74186PSF				
	Type of Services: Engineering				
-ds 7 M	Originated by: Jaime Tuddao		Division: Safety Eng	Date Originated: 5/23/2019	
-DS	Division Head/District Engineer:	<u>Ken Ma</u>	mmen		
5K	Budget Category #: 06		Object #: <u>814P</u>	Organization #: C816	
	Estimated Cost: <u>\$984,000.00</u>		Type of Funding: Federal	% of Fund: <u>95</u>	
	Funding Notes:			State Fiscal Year(s): 20-21	
	<u>95% Federal Funding = \$934,8</u>	<u>00.00; 5</u>	<u>% State funding = \$49,200.00</u>	<u>)</u>	
	<u>FFY 20 = \$492,000.00 (95% Federal = \$467,400.00; 5% State = \$24,600.00)</u>				
FFY 21 = \$492,000.00 (95% Federal = \$467,400.00; 5% State = \$24,600.00)					

## Financial Management:

Bocusigned by: Downa Spills 8478D93AD71Signature 5/30/2019 Date

× Requires Transportation Board Approval

Does not require Transportation Board Approval

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

## **Project Accounting:**

—DocuSigned by: Norfa Lanuza

3BAB63AE020Signature

5/31/2019 Date

## Director:

—DocuSigned by: Kristina L. Swallow

—c4B612FC2C1**Signature** 

6/7/2019

Date

## Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach:

Yes



Purpose of, and Justification for, Budget Request:

To continue the implementation of Road Safety Assessment (RSA) and Traffic Safety Engineering Studies on Nevada roadways statewide for the continued support of the Highway Safety Improvement Program (HSIP) and the Nevada Strategic Highway Safety Plan (SHSP).

The above Estimated Cost of \$984,000.00 will be shared between Kimley-Horn and Parsons Transportation Group through Request For Approach (RFA).

Scope of Services:

Please see ATTACHMENT A1



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

## **MEMORANDUM**

July 23, 2019

TO: Sondra Rosenberg,	Assistant Director Planning
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FROM: Ken Mammen, Chief Traffic Safety Engineer 🌾

SUBJECT: Negotiation Summary for Amendment 2 to Master Agreement P116-18-816 (Kimley-Horn and Associates) and Master Agreement P117-18-816 9 (Parsons Transportation Group), Road Safety Assessment and Engineering Studies

As a result of RFP 433-17-816 that was advertised in 2018, two (2) Master Service Agreements have been awarded with SERVICE PROVIDER's (Kimley-Horn and Associates, and Parsons Transportation Group) to perform the Scope of Services for FFY 18-19. Work will be issued by Task Order. All Master Service Agreement SERVICE PROVIDERs will be invited to submit a response to a Request for Approach (RFA) when each task is identified. RFA's will be evaluated and ranked by the Nevada Department of Transportation (DEPARTMENT) Project Manager, with final ranking approved by the DEPARTMENT Division Head. The top-ranked SERVICE PROVIDER will be awarded the Task Order.

The purpose of the subject Amendment is to continue the implementation of statewide Road Safety Assessment and Engineering Studies for FFY 20 and 21 with an increase budget of \$925,000.00 (\$878,750.00, 95% Federal Aid; \$46,250.00, 5% State funding); from the original amount of \$900,000.00 (FFY 18-19) to \$1,825,000.00. Since the current agreement termination expires on September 30, 2019, an Amendment No. 1 was initiated to both Master Agreements (attached) extending the termination date to September 30, 2021.

Accordingly, a negotiation meeting (conference call) for Amendment No. 2 by Traffic Safety Engineering Staff with Kimley-Horn and Associates was held on July 22, 2019, and July 23, 2019 with Parsons Transportation Group.

The following key items were discussed:

1. Work will be issued by Task Order as reflected in the original Master Agreement. All Master Service Agreement SERVICE PROVIDER's will be invited to submit a response to a Request for Approach (RFA) when each task is identified. RFAs will be evaluated and ranked by the DEPARTMENT's Project Manager, with final ranking approved by the DEPARTMENT Division Head. The top-ranked SERVICE PROVIDER will be awarded the Task Order.

- 2. For FFY 20 and 21, the total amount of Task Orders issued to all SERVICE PROVIDER's related to the Scope of Services shall not exceed the sum of \$925,000.00 (\$878,750.00, 95% Federal Aid; \$46,250.00, 5% State funding) which includes the fixed fee.
- 3. Each Task Order scope of services and cost estimates will be discussed and negotiated by the DEPARTMENT to the successful SERVICE PROVIDER.
- 4. The scope of services that are to be provided by the SERVICE PROVIDER was reaffirmed by both parties at the outset which may include, but are not limited to the tasks indicated in Attachment A.
- 5. There is no Disadvantage Business Enterprise (DBE) goal for this amendment as reflected in the original Master Agreement.
- 6. Agreed Fixed Fee is matching the original Negotiation Summary of 12.00%.
- 7. Kimley-Horn overhead rate as reflected in the original Master Agreement is 197.02% of direct labor costs, plus 0.51% of direct labor costs for Facilities Capital Cost of Money rate (FCCM) was verified and provided by Audit Services Division. No fixed fee is payable on this FCCM cost item. Key personnel who will be dedicated to this project are as follows:

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

## **Subconsultants**

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

8. Parsons overhead rate as reflected in the original Master Agreement is 122.91% of direct labor costs, plus 0.025060% of direct labor costs for Facilities Capital Cost of Money rate (FCCM) was verified and provided by Audit Services Division. No fixed fee is payable on this FCCM cost item. Key personnel who will be dedicated to this project are as follows:

Title	Name
J.P. Woyton, P.E., RSP	Project Manager / RSA Team Leader
Jeff Foltz, P.E., RSP	RSA Team Leader
Mike Manthey, P.E.	RSA Team Leader
Pat Gallagher	Law Enforcement / Emergency Response
Skye Gentile, P.E.	Traffic Safety Engineer
Dianna Maragakis, P.E.	Traffic Safety Engineer

## **SUBCONSULTANTS**

Kiser Consulting, LLC P.D. Kiser, PE, PTOE, Owner RSA Team Leader 9 Wegotta Way Mound House, NV 89706 775-721-8228

DataSight Inc. Jeff Miller, PLS, WRS, Vice President of Geospatial Services Site Reconnaissance (High-res drone imagery & video) 2451 S Buffalo Dr Suite 105 Las Vegas, NV 89117 702-785-8037

Reviewed and Approved:

DocuSigned by: Sondra Rosenberg -895F72355AF94F2...

Sondra Rosenberg 07/23/2019 Assistant Director Planning

Cc: Agreement Services

## ATTACHMENT A

## Road Safety Assessments (RSA) and Engineering Studies Scope of Services

## Background:

SERVICE PROVIDER will perform RSA or Engineering Studies on Nevada roadways statewide.

## 1.0 <u>Road Safety Assessment:</u>

1.1 Identify Interdisciplinary RSA Team

The SERVICE PROVIDER will provide a team leader from among the SERVICE PROVIDER's qualified engineers to conduct an RSA and meet with the DEPARTMENT RSA PM regarding the project scope, goals, objectives, and expected audit report completion date. RSA project locations are statewide. Any known safety constraints or issues will be discussed by the DEPARTMENT'S RSA PM during this meeting. The SERVICE PROVIDER's team leader will determine the required disciplines and individuals for the RSA from the list of potential auditors and will recruit the RSA team.

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

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

1.2 Prepare Relevant Data and Documents

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

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

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

## 1.3 Conduct RSA Briefing Meeting

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

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

1.3.2 Explain the RSA scope, objectives and goals of the selected project to the team.

1.3.3 Identify team roles, responsibilities, evaluation and reporting procedure.

1.3.4 Lead discussion with the team about the project with relevant data and documents, including, but not limited to, crash data, traffic volume history, aerial photographs, design drawings, previous studies/reports and design criteria and known safety constraints or issues that were discussed by the DEPARTMENT'S RSA PM with the SERVICE PROVIDER's team leader in section 1.1. (Above).

1.3.5 Discuss and set RSA completion schedule and report delivery date.

<u>Deliverables:</u> Meeting minutes must be brief and to the point.

1.4 Perform Field Reviews

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

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

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

<u>Deliverables:</u> Photos, field review notes and team member sketches.

## 1.5 Conduct Debriefing Meeting

At the end of the field review, the SERVICE PROVIDER's team leader will conduct a debriefing meeting to discuss and consolidate the team findings in order to formulate and prioritize the identified safety recommendations.

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

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

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

1.6 Conduct RSA Cost Analysis

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

<u>Deliverables:</u> Cost analysis results and list of safety improvement recommendations by priority and category.

1.7 Prepare Draft RSA Findings Report

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

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

If applicable, each recommended safety improvement should be provided with Safety

Performance Function (predicted crash frequency) by Crash Modification Factors (Highway Safety Manual). The SERVICE PROVIDER's team leader shall forward the draft RSA report to the team members for their review and comments prior to submission of the draft report to the DEPARTMENT.

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

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

Deliverables: Draft RSA Findings Report including all pertinent documents.

## 1.9 Final RSA Findings Report Submission to DEPARTMENT

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

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

1.10 Post RSA

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

## 2.0 <u>Traffic Safety Engineering Studies Scope of Services:</u>

The details of the Scope of Services will be discussed with the SERVICE PROVIDER but not limited to the following tasks:

- 2.10 Purpose: Conduct an Engineering Study for improving the traffic safety along the subject roadway (or at the intersection/mid-block pedestrian crossing) to reduce potential crashes using the recently completed Road Safety Assessment Report. The study includes evaluating the various reasonable crash countermeasures; prioritize those countermeasures in the order of effectiveness, benefits, and costs.
- 2.12 Gather relevant data:

Crash data, As-built plan(s), Traffic volume/Traffic movement count (for applicable road users as required), Aerial map, Other related data as required Deliverables: To be determined (TBD).

- 2.13 Identify various crash countermeasures: Deliverables: TBD
- 2.14 Analysis of each identified crash countermeasure, Software to be used (Synchro, ACS 2010, CIDRA, and other NDOT approved software. Applicable Transportation Standard Manuals, NDOT Policy, Highway Safety Manual on predictive method and crash reduction, Cost Estimates, Benefit cost, Other related applications.

**Deliverables: TBD** 

2.15 Recommendation(s): 
Viable alternatives/selected crash countermeasures, prioritization, recommended implementation phasing if required.

**Deliverables: TBD** 

2.16 Presentation: Power point, presentation to the using agency/NDOT Traffic Safety Engineering.

Deliverables: TBD

## 2.17 Final report

Deliverables: Final report, and submission of all pertinent documents including a CD containing Microsoft word and pdf files.

# INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

## **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

**Business Entity Type** – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

*Business Name (include d.b.a., if applicable)* – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

*Corporate/Business Address, Business Telephone, Business Fax, and Email* – Enter the street address, telephone and fax numbers, and email of the named business entity.

*Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email* – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

# Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

*List of Owners/Officers* – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name – Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

## **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

## 1. Business Entity Type (Please select one)

Sole Proprietorship
 Partnership
 Limited Liability Company
 Corporation
 Trust
 Non-Profit Organization
 Other

2. Are you a publicly-traded corporation? OYes • No

3. Number of Nevada Residents Employed (Do Not Leave Blank): 71	
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## 4. Corporate/Business Entity Name (Include d.b.a., if applicable):

Kimley-Horn and Associates, Inc.

5. Corporate/Business Entity Street Address:	
Street Address:	Website:
6671 Las Vegas Boulevard South, Suite 320	www.kimley-horn.com
City, State and Zip Code:	Point of Contact Name:
Las Vegas, NV 89117	Michael Colety, P.E., PTOE
Telephone and Fax No.	Email:
702-862-3600/no fax	mike.colety@kimley-horn.com

## 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:
City, State and Zip Code:	Point of Contact Name:
Local Telephone and Fax No.	Email:

## 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
Kimley-Horn is a privately-owned		
corporation. We have over 450 current		
owners. No one individual owns more		
than 5% financial interest in Kimley-Horn.		

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

## **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

## Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

## **Definitions:**

*Consanguinity* is a relationship by blood.

*Affinity* is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

## **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

☐ Yes 🗹 No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

∐Yes 🖌 No

List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.

Munuel star	Michael Colety	
Signature	Print Name	
Senior Vice President	7/24/19	
Title	Date	
For NDOT Use Only:		
IC	1	

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?

Yes No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name Authorized NDOT Representative

# INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

## **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

*Business Entity Type* – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

*Corporate/Business Address, Business Telephone, Business Fax, and Email* – Enter the street address, telephone and fax numbers, and email of the named business entity.

*Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email* – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

# Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

*List of Owners/Officers* – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name – Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

## **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

## 1. Business Entity Type (Please select one)

- □ Sole Proprietorship
- □ Partnership
- □ Limited Liability Company
- $\Box$  Corporation
- □ Trust
- □ Non-Profit Organization
- $\Box$  Other
- **2.** Are you a publicly-traded corporation?  $\Box$  Yes  $\Box$  No
- 3. Number of Nevada Residents Employed (Do Not Leave Blank):
- 4. Corporate/Business Entity Name (Include d.b.a., if applicable):

## 5. Corporate/Business Entity Street Address:

5. Corporate/Dusiness Entity Street Address.		
Street Address:	Website:	
City, State and Zip Code:	Point of Contact Name:	
Telephone and Fax No.	Email:	

## 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:	
City, State and Zip Code:	Point of Contact Name:	
Local Telephone and Fax No.	Email:	

# 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title	% Owned (Not required for Publicly-Traded					
		Corporations/Non-profit Organizations)					
	Parsons Transportation Group Inc. is a wholly-owned subsidiary of Parsons Construction Group Inc., a wholly-owned subsidiary of Parsons Corporation. Parsons Corporation is a publicly traded company on the						
New York Stock Exchange under the ti	• •	a publicly traded company on the					
Lists of Corporate Officers and Directors	for Parsons Corporation, and Parsons	Transportation Group Inc. are attached.					

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Report Name : Directors & Officers Exported By : Linda Borschuk Exported On : 7/24/2019 Entity Name: Parsons Corporation

Name	Title	Address Line 1	Address Line 2	City	State	Zip	Country
Dahlberg, Kenneth C.	Director	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
Holdsworth, Mark	Director	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
Leer, Steven F.	Director	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
Lundgren, Tamara L.	Director	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
McGovern, James F.	Director	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
McMahon, Harry	Director	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
Mitchell, M. Christian	Director	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
Vautrinot, Suzanne M.	Director	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
Harrington, Charles L.	Chairman of the Board	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
Harrington, Charles L.	Chief Executive Officer	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
Grebbien, Virginia	Chief of Staff	4701 Hedgemore Drive		Charlotte	North Carolina	28209	United States
Harrington, Charles L.	President	4701 Hedgemore Drive		Charlotte	North Carolina	28209	United States
Ball, George L.	Senior Executive Vice President	100 West Walnut Street		Pasadena	California	91124	United States
Grebbien, Virginia	Executive Vice President	100 West Walnut Street		Pasadena	California	91124	United States
Dalvi, Ashay V.	Senior Vice President	100 West Walnut Street		Pasadena	California	91124	United States
Fiori, Debra A.	Senior Vice President-Talent Management	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
Green, Shelley D.	Senior Vice President	100 West Walnut Street		Pasadena	California	91124	United States
Kolloway, Michael R.	Senior Vice President	100 West Walnut Street		Pasadena	California	91124	United States
Potier, Timothy M.	Vice President-Chief Security Officer	100 West Walnut St.		Pasadena	California	91124	United States
McFarland, Richard P.	Senior Vice President-Federal Government Relations	100 M Street, SE			District of Columbia	20003	United States
Kippelman, Stuart H.	Senior Vice President -Chief Information Officer	4701 Hedgemore Drive		Charlotte	North Carolina	28209	United States
Betancourt, Jose	Vice President-Corporate Taxes	100 West Walnut Street		Pasadena	California	91124-0001	United States
Harvey, Brent F.	Vice President-Internal Audit	4701 Hedgemore Drive		Charlotte	North Carolina	28209	United States
Laws, Theresa M.	Vice President-Operational Accounting & Risk	100 West Walnut Street		Pasadena	California	91124	United States
Harsha, Michael	Vice President	100 West Walnut Street		Pasadena	California	91124	United States
Monahan, Christopher G.	Vice President	100 West Walnut Street		Pasadena	California	91124	United States
Kolloway, Michael R.	General Counsel	100 West Walnut Street		Pasadena	California	91124	United States
Kolloway, Michael R.	Secretary	100 West Walnut Street		Pasadena	California	91124	United States
Laws, Theresa M.	Assistant Secretary	100 West Walnut Street		Pasadena	California	91124	United States
, ,	Assistant Secretary	100 West Walnut Street		Pasadena	California	91124	United States
Ball, George L.	Chief Financial Officer	100 West Walnut Street		Pasadena	California	91124	United States
Green, Shelley D.	Treasurer	100 West Walnut Street		Pasadena	California	91124	United States
Walker-Lanz, Paul I.	Assistant Treasurer	100 West Walnut Street		Pasadena	California	91124	United States
Dalvi, Ashay V.	Controller	100 West Walnut Street		Pasadena	California	91124	United States
Harsha, Michael	Assistant Controller	100 West Walnut		Pasadena	California	91124	United States

Name	Title	Address Line 1	Address Line 2	City	State	Zip	Country
Ball, George L.	Director	100 West Walnut		Pasadena	California	91124	United States
Kolloway, Michael R.	Director	Street 100 West Walnut		Pasadena	California	91124	United States
Smith, Carey A.	Director	Street 5885 Trinity Parkway		Centreville	Virginia	20120	United States
Smith, Carey A.	President	4925 Independence	Suite 120	Tampa	Florida	33634	United States
		Parkway					
Adams, Garold B.	Executive Vice President						
Ball, George L.	Executive Vice President			 Oh a slatta			
Beach, Matthew	Executive Vice President	4701 Hedgemore Drive		Charlotte	North Carolina	28209	United States
Fialkowski, Mark C.	Executive Vice President	10 South Riverside Plaza	4th Floor	Chicago	Illinois	60606	United States
Moretta, Jon	Executive Vice President	2200 West Loop South	Suite 200	Houston	Texas	77027	United States
Rollings, James F.	Executive Vice President	10 South Riverside	Suite 400	Chicago	Illinois	60606	United States
Topolski, Thomas J.	Executive Vice President	2200 West Loop South	Suite 200	Houston	Texas	77027	United States
Boson, Martin	Senior Vice President						
Brooks, Patrick C.	Senior Vice President	5875 Trinity Parkway	Suite 300	Centreville	Virginia	20120	United States
Crosbie, William L.	Senior Vice President	8618 Westwood	Suite 450	Tysons Corner	Virginia	22182	United States
Fiori, Debra A.	Senior Vice President	Center Drive					
Goodwin, Thomas A.	Senior Vice President						
sola, Michael C.	Senior Vice President	2200 West Loop South	Suite 200	Houston	Texas	77027	United States
Jooste, Johannes N.	Senior Vice President						
Kolloway, Michael R.	Senior Vice President	100 West Walnut		Pasadena	California	91124	United States
LaRocco, Steven A.	Senior Vice President	Street 2200 West Loop South	Suite 200	Houston	Texas	77027	United States
Liu, Andrew H.	Senior Vice President	100 West Walnut		Pasadena	California	91124	United States
Magestad, Nathan L.	Senior Vice President	Street 100 M Street, SE,		Washington	District of Columbia	20003	United States
Marrocco, Peter	Senior Vice President	Suite 1200 2751 John Street		Markham	Ontario	L3R 2Y8	Canada
Maurath, Lisa	Senior Vice President	100 West Walnut		Pasadena	California	91124	United States
McCall, Joanne	Senior Vice President	Street 625 Cochrane Drive	Suite 500	Markham	Ontario	L3R 9r9	Canada
Meifert, John J.	Senior Vice President	100 M Street, SE,		Washington		20003	United States
Vinassian, Nerces S.	Senior Vice President	Suite 1200					
Radeloff, Dean F.	Senior Vice President	1301 West President	Suite 350	Richardson	Texas	75080	United States
Cauelon, Dean F.	Senior vice Fresident	George Bush Highway	Sulle 350	Richardson	Texas	75060	United States
Shelor, William C. III	Senior Vice President						
Smith, Steven P.	Senior Vice President	1776 Lincoln Street	Suite 600	Denver	Colorado	80203	United States
Jrgen, Aykut	Senior Vice President						
Welch, Gregg A.	Senior Vice President	P.O. Box 5498 Al Otaiba Bldg 16th Floor	Sheikh Hamdan Street		Abu Dhabi		United Arab Emirates
Yoshida, Lester	Senior Vice President	650 E. Algonquin Road	#400	Schaumburg	Illinois	60173	United States
				-		00173	
Advani, Pierre	Vice President	13 Rue Camille Desmoulins	92441 Issy-Les- Moulineaux	Paris	France		France
Arent, Steven	Vice President						
Ariza, Rodrigo	Vice President	Insurgentes Sur 2453	Tizapan, Alvaro Obregon	Mexico,, D.F,	D.F.	1090	Mexico
Armstrong, Scott	Vice President	100 M Street, SE, Suito 1200		Washington	District of Columbia	20003	United States
Astell, Nigel	Vice President	Suite 1200 8618 Westwood	Suite 450	Tysons Corner	Virginia	22182	United States
Averkamp, Joseph J.	Vice President	Center Drive 100 M Street, SE,		Washington	District of Columbia	20003	United States
Ayala, David M.	Vice President	Suite 1200 101 West Ohio Street		Indianapolis	Indiana	46204	United States
Barker, Julia K.	Vice President	1776 Lincoln Street	 Suite 600	Denver	Colorado	46204 80203	United States
		TTO LINCOIN Street		Deliver	CUIUTAUU	00203	United States
Betancourt, Jose	Vice President						
Bhattacharyya, Saurabh	Vice President	3577 Parkway Lane	Building V, Suite 100	Peachtree Corners	Georgia	30092	United States
Blair, Gordon D. I.	Vice President	2751 John Street		Markham	Ontario	L3R 2Y8	Canada
Blasic, Gregory J.	Vice President				 District of O-lumb		
Brahm, Joseph	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States

#### Report Name: Directors Officers Exported by: Linda Borschuk Exported On: 7/19/2019 Entity Name: Parsons Transportation Group Inc.

Name	Title	Address Line 1	Address Line 2	City	State	Zip	Country
Brejnik, Rex A.	Vice President	100 M Street, SE,		Washington	District of Columbia	-	United States
•		Suite 1200					
Bruschi, Maria G.	Vice President	100 Broadway	18th Floor	New York	New York	10005	United States
Bui, Andrew Q.	Vice President	100 West Walnut Street		Pasadena	California	91124	United States
Burgess, Nathan E.	Vice President	100 West Walnut Street		Pasadena	California	91124	United States
Butler, Michael	Vice President	2751 John Street		Markham	Ontario	L3R 2Y8	Canada
Campbell-Wilson,	Vice President	27 Princess Street	Suite 200	Kingston	Ontario	K7K 6Y3	Canada
Catherine Clark, Thomas S.	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States
Collins, Francis X.	Vice President	Suite 1200 110 West A Street	Suite 1050	San Diego	California	92101	United States
Cordone, Leslie	Vice President	301 Plainfield Road	Salinas Building III, Suite 350	Syracuse	New York	13212	United States
Cowan, Darcy R.	Vice President	625 Cochrane Drive	Suite 500	Markham	Ontario	L3R 9R9	Canada
Curry, Kenneth	Vice President	4710 Kingsway	23rd Floor	Burnaby	British Columbia	V5H 4N2	Canada
Dalvi, Ashay V.	Vice President						
Darnall, Anne M.	Vice President						
Dickman, Paul A.	Vice President	222 S. Mill Avenue	Suite 220	Tempe	Arizona	85281	United States
DiFiore, Joseph	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States
Elkey, William E.	Vice President	960 Mapunapuna Street	Suite 200	Honolulu	Hawaii	96819	United States
Evenson, Kathleen L.	Vice President	100 M Street, SE			District of Columbia	20003	United States
Fielder, Jeffrey A.	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States
Figueroa, Ernest A.	Vice President	3200 E. Guasti Road	Suite 200	Ontario	California	91761	United States
Gargagliano, Theodore P.	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States
Gastoni, Vincent T.	Vice President	45 South 7th Street	Suite 2750	Minneapolis	Minnesota	55402	United States
Geach, Anrthony R.	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia		United States
Grebner, Timothy R.	Vice President	3200 E. Guasti Road	Suite 200	Ontario	California	91761	United States
Green, Shelley D.	Vice President						
Halvorson, Eric H.	Vice President						
Harrison, Gerald M.	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States
Haven, Wendimarie	Vice President	2215 Stanford Street		Houston	Texas	77006	United States
Johnson, Chris A.	Vice President						
Kierod, Michael R.	Vice President						
Kishel, Jeffery	Vice President	7600 Corporate Center Drive	Suite 104	Miami	Florida	33126	United States
Kruger, Dawn M.	Vice President	10 South Riverside Drive	Suite 400	Chicago	Illinois	60606	United States
Krull, William W	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States
La Rocco, Nicholas C. Jr.	Vice President						
Legeron, Frederic P.	Vice President	P.O. Box 5498	Al Otaiba Bldg 16th Floor		Abu Dhabi		United Arab Emirates
Lehman, Maria C.	Vice President	40 La Riviere Drive	Suite 350	Buffalo	New York	14202	United States
Lukasik, Daniel	Vice President	1 Centerpointe Drive		La Palma	California	90623	United States
Magliola, Robert A.	Vice President	10 South Riverside Drive	Suite 400	Chicago	Illinois	60606	United States
Mallare, Melchor	Vice President	50 Fremont Street	Suite 1500	San Francisco	California	94105	United States
McDougall, Stuart W.	Vice President						
McGahee, James C.	Vice President	2200 West Loop South	Suite 200	Houston	Texas	77027	United States
McIvor, Robert E.	Vice President						
Menon, Rashmi	Vice President	100 West Walnut Street		Pasadena	California	91124	United States
Morelli, Ettore	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia		United States
Mosseri, Gill M.	Vice President	100 Broadway	18th Floor	New York	New York	10005	United States
Muftic, ibrahim	Vice President	44 Montgomery Street	Suite 880	San Francisco	California	94104	United States
Navalurkar, Rajendra K.	Vice President	100 Broadway	18th Floor	New York	New York	10005	United States
Ng, Simon	Vice President	625 Cochrane Drive	Suite 500	Markham	Ontario	L3R 9R9	Canada
Nicaise, Steven G.	Vice President	9300 Shelbyville Road	Suite 1301	Louisville	Kentucky	40222	United States
Nichols, David B.	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States
Nichols, David D.							
Nicholson, Ronaldo T.	Vice President	100 M Street, SE			District of Columbia	20003	United States

#### Report Name: Directors Officers Exported by: Linda Borschuk Exported On: 7/19/2019 Entity Name: Parsons Transportation Group Inc.

Name	Title	Address Line 1	Address Line 2	City	State	Zip	Country
Ogunsola, Ade	Vice President	Oruba Site Complex	Salah Ad Din District,	Riyadh	Saudi Arabia	11586	Saudi Arabia
Patel, Himanshu H.	Vice President	Oruba Rd 100 M Street, SE, Suite 1999	P.O. Box 66601 	Washington	District of Columbia	20003	United States
Pereira, Nuno V.	Vice President	Suite 1200 100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States
Perez, Roberto	Vice President	Suite 1200 2055 Sugarloaf Circle	Suite 500	Duluth	Georgia	30097	United States
Peterson, Mark W.	Vice President						
Pfalzgraf, Tina M.	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States
Pines, Derek	Vice President	1 Centerpointe Drive	Suite 210	La Palma	California	90623	United States
Poplai, Pratima D.	Vice President	200 Cottontail Lane		Somerset	New Jersey	8873	United States
Rajpurkar, Amar	Vice President	10 South Riverside	Suite 400	Chicago	Illinois	60606	United States
Redman, Eric M.	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States
Rehermann, Clinton P.	Vice President	2495 Natomas Park Drive	Suite 510	Sacramento	California	95833- 2935	United States
Rehm, Gary F.	Vice President	100 M Street, SE, Suite 1200		Washington	District of Columbia	20003	United States
Saad, Samuel J.	Vice President	7600 Coroporate Center Drive	Suite 104	Miami	Florida	33126	United States
Sanchez, Avygail	Vice President	100 West Walnut Street		Pasadena	California	91124	United States
Schmidt, Rhet L.	Vice President	201 E. Pine Street	Suite 900	Orlando	Florida	32801	United States
Seals, Bernard E.	Vice President						
Shafer, Gregory H.	Vice President						
Simonton, Christine	Vice President	2055 Sugarloaf Circle	Suite 500	Duluth	Georgia	30097	United States
Spoth, Thomas P.	Vice President						
Strong, John D.	Vice President	100 Broadway	18th Floor	New York	New York	10005	United States
enney, Sean P.	Vice President	9101 Burnet Road	Suite 210	Austin	Texas	78758	United States
ravis, Keith A.	Vice President						
Jngar, Howard B.	Vice President						
Vade, Joshua S.	Vice President	8618 Westwood Center Drive	Suite 450	Tysons Corner	Virginia	22182	United States
Valsh, Patricia	Vice President	10 South Riverside	Suite 400	Chicago	Illinois	60606	United States
Walter, Stephen C.	Vice President						
Villiams, Donna N.	Vice President	2200 West Loop South	Suite 200	Houston	Texas	77027	United States
Zabaneh, Mike	Vice President	1401 Fulton Street	Suite 400	Fresno	California	93721	United States
Kolloway, Michael R.	Secretary	100 West Walnut Street		Pasadena	California	91124	United States
Dalvi, Ashay V.	Assistant Secretary						
Green, Shelley D.	Assistant Secretary						
laines, Steven R.	Assistant Secretary	1776 Lincoln Street	Suite 600	Denver	Colorado	80203	United States
Aonahan, Christopher G.	Assistant Secretary	100 West Walnut Street		Pasadena	California	91124	United States
Niehaus, Harlan R.	Assistant Secretary	4701 Hedgemore Drive		Charlotte	North Carolina	28209	United States
Pieczonka, Wlodzimierz	Assistant Secretary	10 South Riverside	Suite 400	Chicago	Illinois	60606	United States
Pimentel, Rodney S.	Assistant Secretary						
Saad, Samuel J.	Assistant Secretary	7600 Coroporate Center Drive	Suite 104	Miami	Florida	33126	United States
Scales, Robert C.	Assistant Secretary						
Scannapieco, Salvatore	Assistant Secretary	100 M Street, SE			District of Columbia	20003	United States
Villiams, Carlton E.	Assistant Secretary						
Green, Shelley D.	Treasurer	100 West Walnut Street		Pasadena	California	91124	United States
Dalvi, Ashay V.	Assistant Treasurer						
Hadj-Chikh, Gibran J.	Vice President-Strategic Transformation and Innovation	10 South Riverrside	Suite 400	Chicago	Illinois	60606	United States
Khawaja, Suad Mousa F.	Commercial Vice President	P.O. Box 5498	Al Otaiba Bldg, 16th Floor		Abu Dhabi		United Arab Emirates
Kobrosly, Nabil M.	Commercial Vice President	P.O. Box 9123	Gulf Towers, Office	Dubai	Dubai		United Arab Emirates

# **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

# Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

# **Definitions:**

*Consanguinity* is a relationship by blood.

Affinity is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

# **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

 $\Box$  Yes  $\Box$  No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

 $\Box \ Yes \ \ \Box \ No$ 

List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.

on OU Sign

Print Name

Title

Date

# For NDOT Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

 $\Box$  Yes  $\Box$  No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?

□ Yes □ No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name Authorized NDOT Representative

# Line Item 4

262-19-016

	•	est to Solicit Services and Budge ents for time extensions (time only) do r	•••••
	× Initial Budget Request	Request for Amendment #:	Agreement #:
	If Amendment, name of Compan	у:	
	Project ID #(s): Switch Business	Solutions, LLC	
	Type of Services: Facility Agreen	nent	
; X1	Originated by: Jim Whalen	Division: Traffic Ops	Date Originated: 4/11/2019
<u>)</u>	Division Head/District Engineer:	Denise Inda	
>	Budget Category #: 466006	Object #: <u>813U</u>	Organization #: C016
	Estimated Cost: <u>\$334,539.00</u>	Type of Funding: <u>State</u>	% of Fund: <u>100</u>
	Funding Notes:		State Fiscal Year(s): FY91
	N/A		

# **Financial Management:**

DocuSigned by: Donna Spelts -8A78D93AD71Signature Date

4/22/2019

× Requires Transportation Board Approval

**Does not** require Transportation Board Approval

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

# **Project Accounting:**

DocuSigned by: Norfa Lanuza

3BAB63AE020Signature

4/22/2019 Date

# **Director:**

DocuSigned by: kristina L. Swallow 8D274EC84D2Signature

4/22/2019

Date

## Attachments:

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

Ø

If Amendment, attach original Agreement here:

Any additional information to attach:

No

# Purpose of, and Justification for, Budget Request:

NDOT has partnered with Switch to fulfill a mutual need for telecommunications infrastructure along portions of SR-439. Under SB-53 (2017) and NRS408.55022, costs of trenching and trench sharing are to be proportionate and shared fairly among beneficial parties by agreement. NDOT and SWITCH have agreed to divide the costs and expenses for the installation of conduit and vaults through a joint build. Infrastructure installed in this project will tie into existing facilities and will allow NDOT to install additional fiber optic communication and ITS devices along SR-439.

# Scope of Services:

Installation of telecommunications infrastructure along SR-439 (USA Parkway) from station "USA" 757+30.00 to station "USA" 808+10.52. Switch has agreed to install a total of twenty-three (23) conduits and nine (9) pull boxes for telecommunications and electrical purposes. From this installation, ownership of seven (7) conduits and four (4) pull boxes will be transferred to NDOT. For reference and detailed drawings, all work is to be performed and documented under NDOT Permit # 207407. Switch will incur the installation cost of One Million Eighty-Eight Thousand Ninety-Nine and 74/100 Dollars (\$1,088.099.74). NDOT will reimburse a portion of the installation cost and shall remit to SWITCH the amount of Three Hundred Thirty-Four Thousand Five Hundred Thirty-Nine and No/100 Dollars (\$334,539.00) in exchange for the permanent infrastructure.



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

# **MEMORANDUM**

July 10, 2019

DS

JW

TO: Cole Mortensen, Assistant Director

FROM: Jim Whalen, Technology Manager



**SUBJECT:** Negotiation Summary for Agreement 262-19-016 Joint Telecommunications Infrastructure Build on SR-439 (USA Parkway) with Switch Business Solutions, LLC

Negotiation meetings were held on several occasions during January and February of 2018 with Reid Kaiser (former Assistant Director of Operations), Lou Holland (Deputy AG), Traffic Operations and Right-of-Way staff representing NDOT and Hugo Andraus and Chris Conyers representing Switch.

The scope of services to be provided by Switch where reaffirmed by both parties at the conclusion of the permit approval process and prior to any commencement of work.

NDOT has partnered with Switch to fulfill a mutual need for telecommunications infrastructure along portions of SR-439. Under SB-53 (2017) and NRS408.55022, costs of trenching and trench sharing are to be proportionate and shared fairly among beneficial parties by agreement. NDOT and SWITCH have agreed to divide the costs and expenses for the installation of conduit and vaults through a joint build. Infrastructure installed in this project will tie into existing facilities and will allow NDOT to install additional fiber optic communication and ITS devices along SR-439.

Sub-consultants were to be utilized on this Project for infrastructure installation and testing.

The negotiations yielded the following:

Installation of telecommunications infrastructure will occur along SR-439 (USA Parkway) from station "USA" 757+30.00 to station "USA" 808+10.52. Switch has agreed to install a total of twenty-three (23) conduits and nine (9) pull boxes for telecommunications and electrical purposes. From this installation, ownership of seven (7) conduits and four (4) pull boxes will be transferred to NDOT. For reference and detailed drawings, all work is to be performed and documented under NDOT Permit # 207407. Switch will incur the installation cost of One Million Eighty-Eight Thousand Ninety-Nine and 74/100 Dollars (\$1,088.099.74). NDOT will reimburse a portion of the installation cost and shall remit to SWITCH the amount of Three Hundred Thirty-Four Thousand Five Hundred Thirty-Nine and No/100 Dollars (\$334,539.00) in exchange for the permanent infrastructure. No further negotiations were necessary as only actual incurred costs for construction were included.

Reviewed and Approved:

DocuSigned by: de Mortensen

07/12/2019

Assistant Director

# EXHIBIT A

## Agreement No.: P262-19-016

### ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT

THIS ACKNOWLEDGMENT AND ACCEPTANCE AGREEMENT (this "<u>Agreement</u>"), is effective as of the date last signed below ("<u>Effective Date</u>"), by and between Switch ("<u>Switch</u>"), and the State of Nevada, acting by and through its Department of Transportation ("<u>Department</u>"). Switch and Department are each referred to individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>."

# RECITALS

WHEREAS, Switch has installed cables, conduits and pull boxes (collectively, the "<u>Facilities</u>") alongside a portion of USA Parkway in Storey County, Nevada, as such portion is depicted on <u>Exhibit A</u> hereto; and

WHEREAS, the Parties have agreed to divide the costs and expenses incurred by Switch with respect to such installation and to transfer seven (7) conduits and four (4) vaults to Department (the "Department Facilities") upon the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing (incorporated herein by this reference) and the mutual promises, representations, warranties, agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

# 1. Acceptance of Facilities.

a. Department acknowledges that Switch has completed the installation of the Department Facilities and that Department has had an opportunity to inspect such Department Facilities. Department accepts the Department Facilities in "AS IS" and "WHERE IS" condition and "WITH ALL FAULTS". Department hereby agrees that, upon remittance of the Department Payment, Department shall take possession of the Department Facilities and be responsible for all maintenance, repair and other costs and expenses therefor. Switch has provided drawings showing the actual location of the Facilities in their "as-built" condition, attached hereto as Exhibit A and incorporated herein

# 2. <u>Payment of Installation Costs and Expenses.</u>

a. Switch incurred installation costs and expenses in the total amount of One Million Eighty-Eight Thousand Ninety-Nine and 74/100 Dollars (\$1,088,099.74) (the "<u>Installation Costs</u>"). Department hereby agrees to reimburse a portion of the Installation Costs and shall remit to Switch the amount of Three Hundred Thirty-Four Thousand Five Hundred Thirty-Nine and No/100 Dollars (\$334,539.00) (the "<u>Department Payment</u>") in immediately available funds within seven (7) days of the Effective Date.

# 3. Miscellaneous.

a. <u>Entire Agreement</u>. This Agreement, together with the exhibits hereto, sets forth the entire agreement among the Parties with respect to the subject matter hereof and the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either Party. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties any rights or remedies hereunder.

b. <u>Amendments: No Waiver</u>. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Department and Switch, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

c. <u>Successors and Assigns</u>. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns; provided that neither Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other Party.

d. <u>Notices</u>. All notices required or permitted to be given hereunder shall be in writing and delivered i) by hand-delivery; ii) by registered or certified mail, postage prepaid, return receipt requested; iii) by overnight courier; or iv) by email transmission, provided the notice is also sent by another acceptable means hereunder, to the following:

If to Switch:	Switch Business Solutions, LLC
	7135 S. Decatur Blvd.
	Las Vegas, Nevada 89118
	Attn: Office of the General Counsel
	Email: legal@switch.com
If to Department:	Nevada Department of Transportation
	1263 South Stewart Street
	Carson City, Nevada 89712
	Attn: James Whalen
	Email: jwhalen@dot.nv.gov

Any of the above addresses may be changed at any time by notice given as provided above; provided, however, that any such notice of change of address shall be effective only upon receipt. All notices, requests or instructions given in accordance herewith shall be deemed received on the date of delivery, if hand delivered or email, one day after deposit with overnight courier, and two business days after the date of mailing, if mailed.

e. <u>Severability</u>. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

f. <u>Governing Law and Venue</u>. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of Nevada. Any proceedings with respect to the performance or enforcement of this Agreement shall be brought in a court of competent jurisdiction in Washoe County, Nevada.

g. <u>Dispute Resolution</u>. If a dispute between the Parties should arise hereunder, the Parties, by mutual written agreement, may call for submission of the dispute to arbitration, which decision shall be binding upon the Parties. The arbitration shall be governed by the rules and practices of the American Arbitration Association. The award of the arbitrators shall be final and binding upon the Parties, and the costs and expenses of the arbitrators shall be shared equally by the Parties, unless otherwise decided by the arbitrators. Should the Parties not mutually agree to arbitrate such dispute(s) as provided for in this section, either Party may choose instead to submit its claim(s) to the jurisdiction of the court in the venue stated herein.

h. <u>Limitation on Liability</u>. No Party, its directors, members of its governing bodies, officers, or employees, shall be liable to the other Party for any special, incidental, consequential damages, such as, but not limited to, cost of capital, loss of anticipated profits or revenue, loss of use or increased expense of use of equipment or plant, loss of power or production, cost of purchased or replacement power or production, indirect damages or lost profits in connection with or arising from any action or omission of either Party relating in any way to this Agreement. The foregoing limitations shall not apply to claims, losses, or damages resulting from (i) the gross negligence or willful misconduct of the responsible Party; or (ii) the obligations of a Party to indemnify the other Party under the terms of this Agreement.

i. <u>Indemnity</u>. Each Party shall protect, hold free and harmless, defend and indemnify the other from and against all liability, costs, losses, damages, expenses, causes of action, claims or judgments resulting from injury to or death sustained by any person (including the PartiesParties' employees) or damages to property of any kind (collectively, "<u>Losses</u>"), which arise out of or are in any way connected with this Agreement to the extent such Losses arise from the indemnitor's strict liability (including products liability), negligence or willful misconduct, or acts or omissions that constitute a breach of this Agreement.

j. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

k. <u>Remedies</u>. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.

l. <u>Attorneys' Fees</u>. In the event of any dispute arising out of this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorney fees and costs.

m. <u>Headings</u>. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the dates set forth below, to be effective as of the Effective Date.

SWITCH:

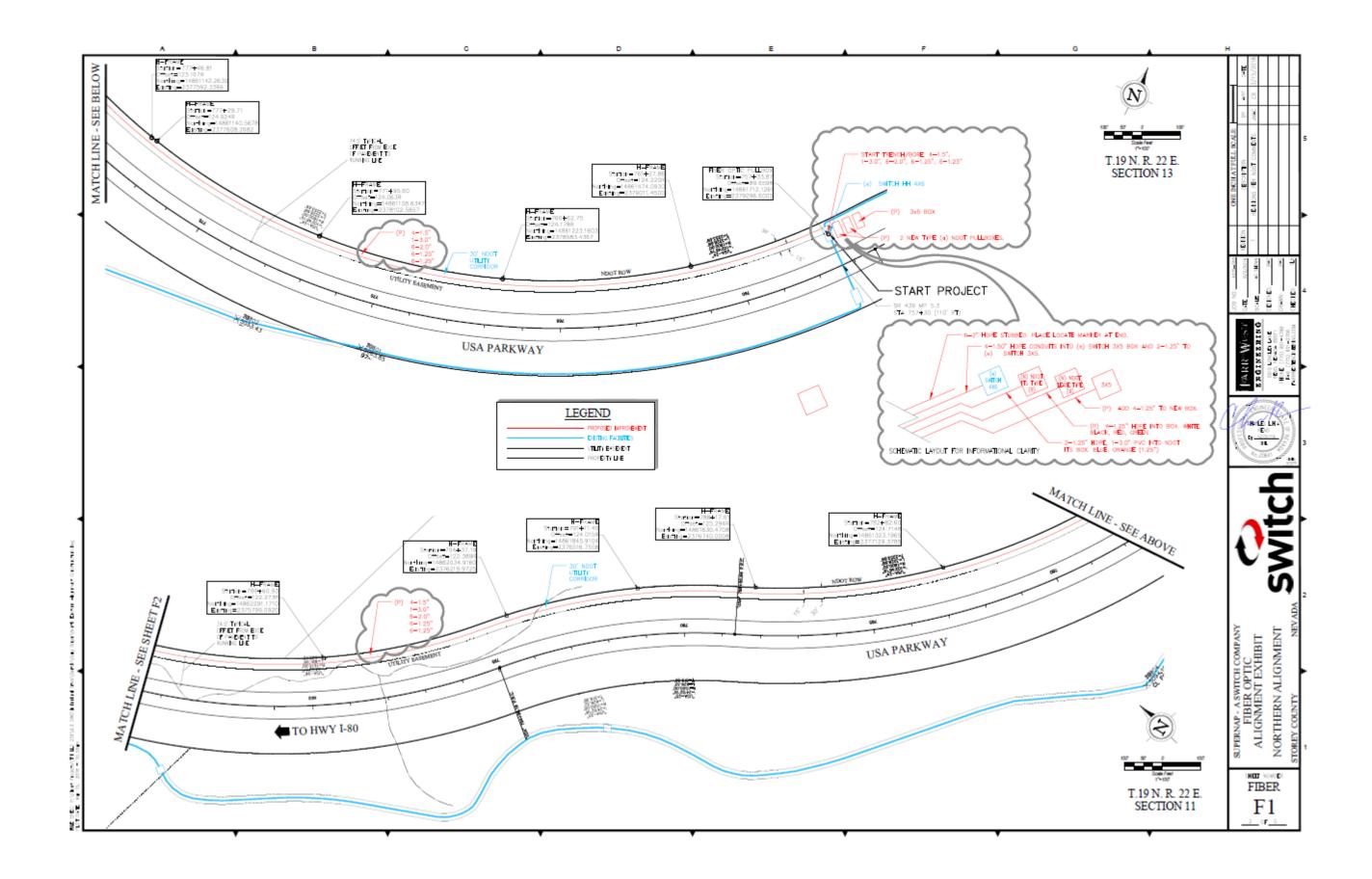
# **DEPARTMENT:**

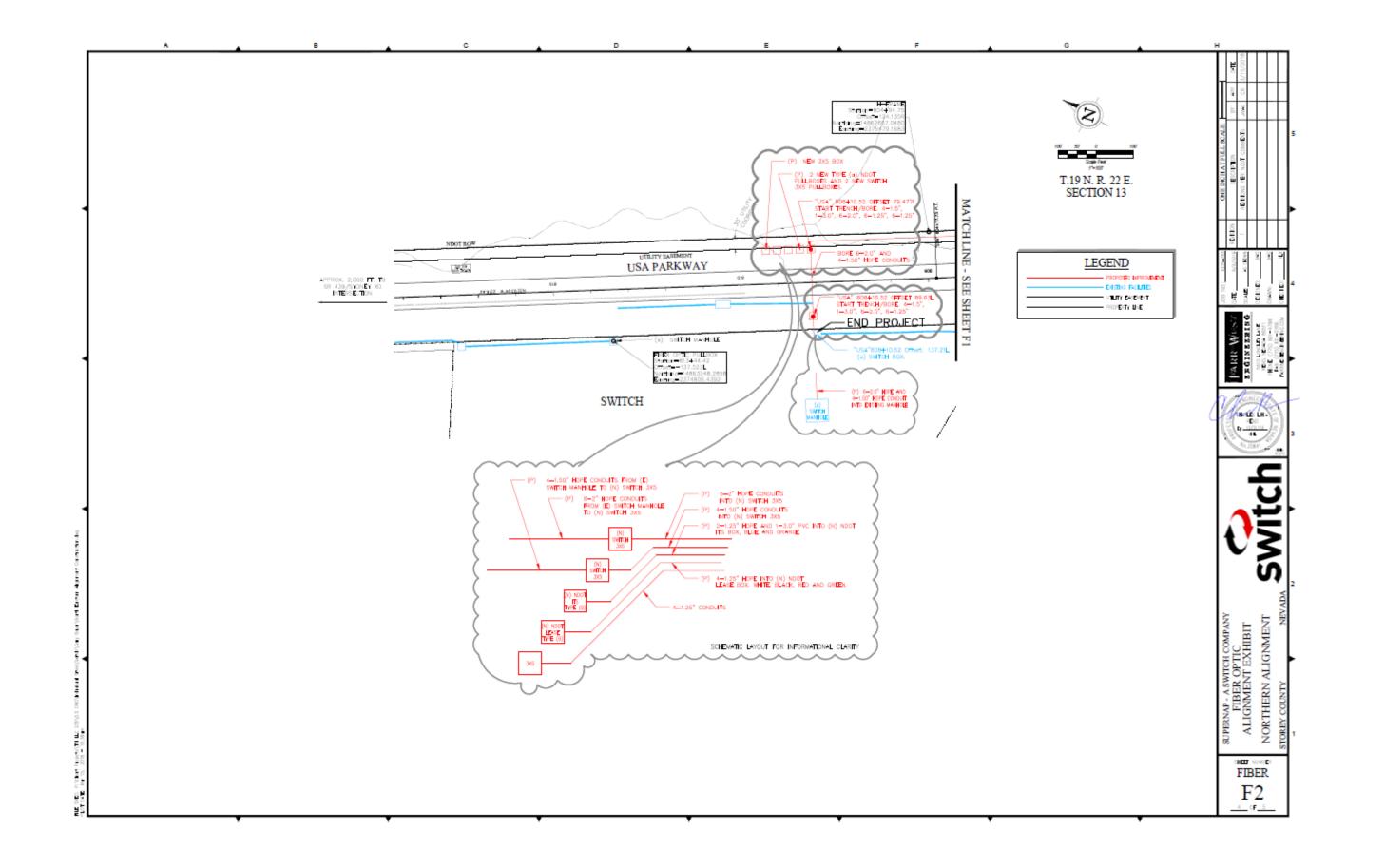
STATE OF NEVADA, acting by and through its Department of Transportation

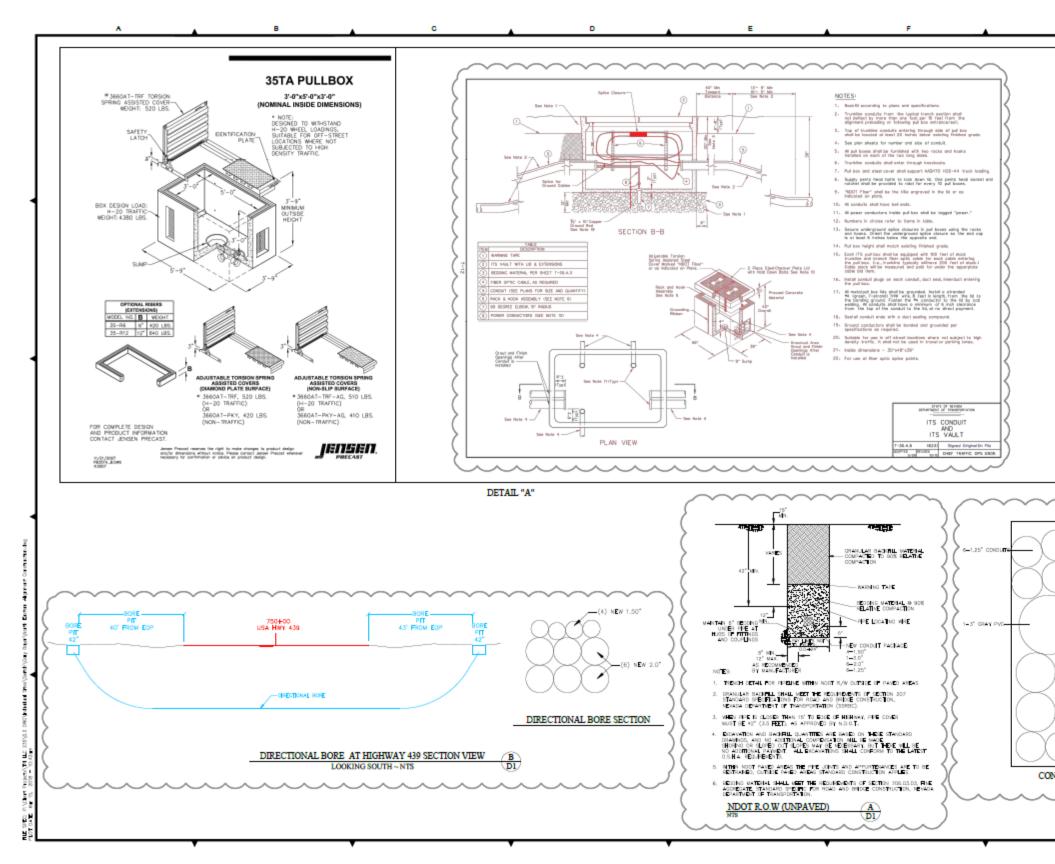
MIA	
Ву:	Ву:
Name: Thomas Morton	Name:
Title: President	Title:
Date: June 7, 2019	Date:

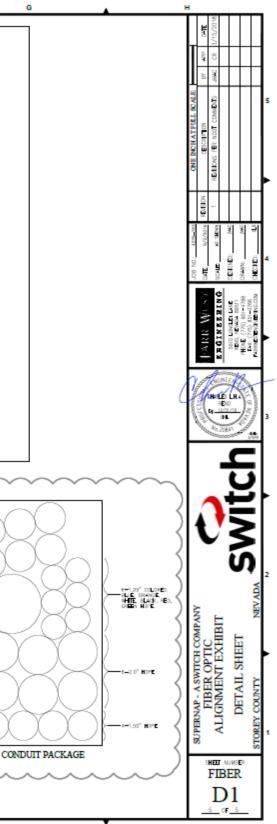
APPROVED AS TO LEGALITY AND FORM:

Deputy Attorney General









# **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

# 1. Business Entity Type (Please select one)

Sole Proprietorship Partnership Limited Liability Company Corporation Trust Non-Profit Organization Other

2. Are you a publicly-traded corporation? OYes ONo\*

3. Number of Nevada Residents Employed (Do Not Leave Blank): 699

4. Corporate/Business Entity Name (Include d.b.a., if applicable):

Switch, Ltd.

5. Corporate/Business Entity Street Add	lress:	
Street Address:	Website:	
7135 S. Decatur Blvd	www.switch.com	
City, State and Zip Code:	Point of Contact Name:	
Las Vegas, NV 89118	Rachel Sully	
Telephone and Fax No.	Email:	
877-360-6283	rsully@switch.com	

# 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:
City, State and Zip Code:	Point of Contact Name:
Local Telephone and Fax No.	Email:

\*- Please refer to Attachment "A" for further information

#### 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
See Attached List*		

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

# **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

#### Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

*Consanguinity* is a relationship by blood.

Affinity is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### Disclosure of Relationship:

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

# Yes No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

Yes No

REVISED 3/25/2019

#### List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and accordence approvals without the completed disclosure form.

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Signature	1100	

# President

Title

# **Thomas Morton**

Print Name 07/23/19

Date

# For NDOT Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?

Yes No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name Authorized NDOT Representative

## Attachment "A"

Switch, Inc., a publicly traded company (NYSE:SWCH), has the sole voting interest in and controls the management of Switch, Ltd. Accordingly, the following list reflects the Corporate Officers and Directors of Switch, Inc.

Full Name
Rob Roy
Thomas Morton
Gabe Nacht
Donald Snyder
Tom Thomas
Bryan Wolf
Zareh Sarrafian
Kimberly Sheehy

Title

Chairman, CEO and Founder President and Chief Legal Officer Chief Financial Officer Director Director Director Director Director Director

# Line Item 5

285-19-804

	•	est to Solicit Services and Budget A ents for time extensions (time only) do no	
	× Initial Budget Request	Request for Amendment #:	Agreement #:
	If Amendment, name of Company	<i>y</i> :	
	Project ID #(s): <u>N/A</u>		
	Type of Services: Engineering Se	ervices	
5	Originated by: Jillian Emery	Division: Planning	Date Originated: 5/21/2019
/ 	Division Head/District Engineer:	Mark Costa/Denise Inda	
_	Budget Category #: 466006	Object #: <u>814U</u>	Organization #: C016/C804
	Estimated Cost: <u>\$1,763,125</u>	Type of Funding: Fed/State	% of Fund: Varies
	Funding Notes:		State Fiscal Year(s): <u>19, 20, 21, 22, 23</u>
	. •	es used for the different projects with	in this agreement. Please
	see the attached budget outline.		

# **Financial Management:**

M

DocuSigned by: 5/30/2019 Donna Spelts 8A78D93AD71Signature Date

× Requires Transportation Board Approval

**Does not** require Transportation Board Approval

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

DocuSigned by: 4F845D462713447... **Project Accounting:** 

DocuSigned by:

Norfa Lanuza 3BAB63AE020Signature 5/30/2019

Date

# **Director:**

DocuSigned by: Kristina L. Swallow

6/3/2019

C4B612FC2C1Signature

Date

#### Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach:

Yes



Purpose of, and Justification for, Budget Request:

This is for an RFP that will be used to award one consultant the four projects outlined in the scope of services below. Each project will be its own task in order to keep the various grant awards and state funding sources separate. Task orders will not be issued until the funding is verified and available.

Scope of Services:

Scope of Services attached.



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

# MEMORANDUM

July 17, 2019

**TO:** Sondra Rosenberg, Assistant Director

FROM: Kevin Verre, Project Manager

SUBJECT: Negotiation Summary for RFP 285-19-804 I-15 & I-80 Multi-State Coordination

Several negotiation meetings were held via teleconference with Bardia Nezhati and Jenny Roberts with Parametrix (SERVICE PROVIDER) and Kevin Verre of the Nevada Department of Transportation (DEPARTMENT).

On July 11, 2019 the notice of intent was issued. Bardia Nezhati was contacted on July 11, 2019 to start developing a scope for a master services agreement and was provided the following:

- The FHWA approved statement of work for the National Economic Partnership Grant
- The scope for the I-15 Mobility alliance that was developed as part of the Multi-State agreement between California, Nevada, and Utah
- The I-80 Multi-State Corridor Operations and Management grant scope
- The I-80 Multi-State agreement/charter objective.

On July 12, 2019 Kevin Verre called Bardia Nezhati and Jenny Roberts to discuss that cost of the project was largely dictated by discretionary awards from FHWA and that the scope should be developed to deliver on the objectives as approved, through the FHWA grant award process.

On July 16, 2019 Bardia Nezhati and Jenny Roberts called to discuss the scope/cost of the I-80 Multi-State agreement/charter. The scope objectives and cost were agreed to.

This duration of this agreement will be 3 years, ending on October 31<sup>st</sup> 2022.

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

# Project 1. I-15 National Economic Partnerships Grant

This project is a joint effort by Caltrans and NDOT as part of the I-15 National Economic Partnerships (NEP) grant award by USDOT and will develop an I-15 Freight Mobility Enhancement Plan that can serve as a framework for more coordinated planning, as well as a template that other regions can use. This effort will build on the Nevada State Freight Plan 2017 and the California Freight Mobility Plan 2014. The grant will result in a freight mobility enhancement plan that will complement the ongoing work associated with current truck parking efforts in both Nevada and California. This plan will also build upon prior work conducted on the I-15 corridor, most notably the I-15 Mobility Alliance, by concentrating on specific regional issues related to options for truck parking. This study will build upon any previous work done related to truck parking, while also setting expectations for any future work related to truck parking.

Resources developed, and lessons learned will be shared with a variety of freight and multiagency planning groups, including state Freight Advisory Committees, the Western States Freight Coalition, and other forums that facilitate the exchange of ideas related to freight transportation planning.

This project will be completed within 18 months from notice of grant award (March 2019) and will include the following tasks:

- Task 1. Project Management and Progress Reporting
- Task 2. Stakeholder Outreach and Workshops
- Task 3. Identify I-15 Freight NEP Goals and Key Corridor Freight Needs
- Task 4. Technology Exploration
- Task 5. Strategy Development and Implementation Framework
- Task 6. I-15 Freight Mobility Enhancement Plan
- Task 7. FHWA Final Report
- Task 8. Sharing Resources

Parametrix is leading this task with support from Kimley-Horn for strategy development and implementation, and support from both Kimley—Horn and Cambridge on technology exploration and the freight mobility enhancement plan. Cambridge will also be leading the stakeholder outreach effort for this project.

#### Project 1 Deliverables

- Project Management Plan
- Project Schedule
- Quarterly Progress Reports and Invoices
- Meeting Agendas, Materials, and Summaries (as needed)
- Outreach Strategy Plan
- Four Workshops/Webinars and supporting materials
- Freight Parking Goals and Needs Working Paper
- Freight/Truck Parking Technology Exploration White Paper
- Implementation Framework
- I-15 Freight Mobility Enhancement Plan
- FHWA Final Report
- Lessons Learned Presentation

# Project 2. I-80 Multistate Corridor Operations and Management (MCOM) Program Grant

This project is a joint effort by the I-80 Corridor Coalition with the overall goal of improving freight mobility and safety, work will be performed to enhance communication between transportation system operators and commercial users of the I-80 Corridor. The I-80 MCOM

grant identified that the I-80 project would build upon the platform and system developed for I-15, and add the required I-80 corridor elements, including an additional Caltrans District (District 3), Wyoming DOT and Nebraska DOT. Data interfaces are already in place for Nevada and Utah and will require that additional elements from the I-80 corridor be integrated. This project will be completed within 18 months from notice to proceed and will include the following tasks:

- Task 1. Project Management
- Task 2. System Inventory
- Task 3. Concept of Operations/Requirements
- Task 4. I-80 System Development and Integration with I-15 project website
- Task 5. Stakeholder Outreach

Kimley-Horn is leading this task with project management oversight by Parametrix and stakeholder outreach support by Cambridge.

Project 2 Deliverables

- Project Management Plan
- Project Schedule
- Monthly Progress Reports and Invoices
- Meeting Agendas, Materials, and Summaries (as needed)
- Corridor Inventory Technical Memorandum
- Concept of Operations/Requirements
- I-80 Corridor Site Development
- Integrate I-80 and I-15 sites
- Stakeholder Outreach Strategy Plan and Materials
- Annual Summit

# Project 3. I-80 Multi-State Coordination

The Consultant will work with NDOT to coordinate a multi-state agreement between the states of California, Nevada, Utah, Wyoming, and Nebraska for the purposes of advancing the I-80 corridor coalition's mission of establishing an institutional structure for coordinating operations in the western states. This effort will be completed within 6 months and will include:

- Task 1. Project Management
- Task 2. Multi-state Coordination
- Task 3. Establish I-80 Coalition charter/agreement
- Task 4. Website Maintenance
- Task 5. Grant Support (includes coordination of letters of support for individual states applications from I-80 Coalition member agencies)

Kimley-Horn is leading this task with major support by Parametrix for multi-state coordination, agreement charter and grant support.

Project 3 Deliverables

- Project Management Plan
- Project Schedule
- Monthly Progress Reports and Invoices
- Meeting Agendas, Materials, and Summaries (as needed)
- I-80 Charter
- I-80 Agreement
- Updated Coalition Website
- Supporting materials for other discretionary grant applications

# Project 4. I-15 Multi-State Mobility Alliance

The Consultant will work with NDOT and the I-15 Mobility Alliance to continue the multi-state momentum to further the vision, mission, and objectives of the I-15 Mobility Alliance. This project will be completed over the next 3 years and will include the following tasks:

- Task 1. Project Management
- Task 2. Update I-15 Immediate Projects of Interregional Significance (IPIRS)
- Task 3. Alliance Coordination/Master Plan Update
- Task 4. Grant Proposal/Support
- Task 5. Dynamic Mobility Project Support

Parametrix is leading this task with support from Kimley-Horn for I-15 Dynamic Mobility Project and grants. Cambridge and RCG Economics will support the master plan update. Cambridge will also lead the I-15 Mobility Alliance coordination.

Project 4 Deliverables

- Project Management Plan
- Project Schedule
- Monthly Progress Reports and Invoices
- Meeting Agendas, Materials, and Summaries (as needed)
- Updated "Immediate Projects of Interregional Significance (IPIRS)" List
- Updated IPIRS Fact Sheet
- Corridor-wide socioeconomic analysis
- Updated I-15 Corridor System Master Plan
- Updated I-15 Corridor System Master Plan Fact Sheet
- I-15 Mobility Alliance Committee Meetings and Materials
- Prepare one joint state grant application
- Supporting materials for other discretionary grant applications
- Ongoing I-15 Dynamic Mobility Project Operations

# Additional Services

Professional services for additional requests or tasks not included in this scope of work may be requested over the four-year term. A separate scope of work and fee estimate will be developed by Parametrix for support services for these additional tasks upon request.

# Budget

The work outlined in the above scope will be performed on a cost plus fixed fee basis. Table 1 provides the estimated budget by project or task order. Table 2 provides the estimated fee breakdown by company. Table 3 provides a more detailed breakdown by task for each of the four projects.

The following schedule was agreed to by both parties:

I-80 Multi-State Corridor Operations & Management (MCOM)
I-80 Multi-State Coordination
I-15 Mobility Alliance
I-15 National Economic Partnership Freight Enhancement Study

Key personnel dedicated to this project are as follows:

Name	Title	
Kevin Verre	NDOT Project Manager	
Jason Love	NDOT I-15 Lead	
Christine Sylvester	NDOT I-80 Lead	
Bardia Nezhati (Parametrix)	Project Manager	
Jenny Roberts (Parametrix)	Technical Liaison, I-15 Multi-State Mobility Alliance	
Vern Keeslar (Parametrix)	I-15 National Econ Partnership Lead	
Lisa Burgess (Kimley-Horn)	I-80 MCOM Lead	
Deanna Haase (Kimley-Horn)	I-80 Multi-State Coordination	
Dan Andersen (Cambridge Systematics)	Multi-State Coordination (I-80, I-15)	

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.
Kimley-Horn	Five County Region Transit Study	238-17-804
Kimley-Horn	Continued Implementation SHSP	668-16-816
Kimley-Horn	Safety Management Plan	036-14-816
Kimley-Horn	RSA's	116-18-816
Kimley-Horn	Rail/Hwy Safety Design	197-19-816
Kimley-Horn	TSED's	206-18-816
Kimley-Horn	Civil Engineering/Design Services	295-17-056
Cambridge Systematics	Benefit Cost Studies	665-18-006
Cambridge Systematics	Truck Parking Implementation Plan	382-17-802
Cambridge Systematics	Hazardous Commodity Flow Study	388-17-802
RCG	None	NA

The DEPARTMENT's original estimate was \$1,763,125.00.

The SERVICE PROVIDER's original estimate was \$1,763,000.00.

The negotiations yielded the following:

- 1. The following total man-hours allotted to each task:
  - a. I-15 National Economic Partnership Grant 1,653 man hours \$350,000.00 This grant was awarded to NDOT by FHWA and NDOT and FHWA agreed and approved a statement of work. The SERVICE PROVIDER agrees to this statement of work as the fiscal resources appropriated to this task. A detailed scope will be provided within the task order.
  - b. I-80 Multi-State Corridor Operations and Management 2,149 man hours \$463,000.00. This grant was awarded to NDOT by FHWA. The SERVICE PROVIDER agrees to complete the work as developed within the original grant application. A detailed scope will be provided within the task order.
  - c. I-80 Multi-State agreement/coordination 229 man hours \$50,000.00. The SERVICE PROVIDER has agreed to assist in the development of a renewed charter for the I-80 winter coalition with the understanding that \$50,000.00 dollars of state funds will be dedicated to this effort. A detailed scope will be provided within the task order.
  - d. I-15 Mobility Alliance 4,156 man hours \$900,000.00. The SERVICE PROVIDER has agreed to update the Alliance Master Plan and provide other beneficial services as outlined within the multi-state funding agreement between the states of Nevada, California and Utah. A detailed scope will be provided within the task order.
- 2. The total negotiated cost for this agreement is \$1,763,000.00.

Reviewed and Approved:

Assistant Director

7/22/19

# MASTER SERVICES AGREEMENT Scope of Work

# Nevada Department of Transportation I-15 & I-80 Multi-State Coordination

NDOT has a renewed focus on improving the facilitation of multi-state efforts for continued cooperation, collaboration of transformative initiatives relative to interstates 15 and 80. NDOT is a member of two multi-state partnerships:

- I-15 Mobility Alliance comprised of state departments of transportations and local jurisdictions within the states of California, Nevada, Arizona, and Utah with a focus on reducing or eliminating congestion, improving interregional travel and reliability, and cultivating the safe movement of people and goods
- I-80 Corridor Coalition comprised of the western state departments of transportations from California, Nevada, Utah, Wyoming, and Nebraska, designed to provide better and more comprehensive I-80 corridor conditions information to both transportation agencies and to travelers.

NDOT has numerous ongoing efforts associated with both these multi-state partnerships. Parametrix, Inc. will provide professional services to NDOT for the I-15 and I-80 Multi-State Coordination Program. This master services agreement identifies the overall required services that will be provided to deliver four distinct projects along these two corridors:

- 1. I-15 National Economic Partnerships Grant
- 2. I-80 Multi-State Corridor Operations and Management (MCOM) Grant
- 3. I-80 Multi-State Coordination
- 4. I-15 Multi-State Mobility Alliance

Each of these four projects will be represented in a subsequent separate task order with a more detailed scope for each project. This services agreement provides the general scope for each project with identified tasks to accomplish the overall goals.

Parametrix has the ultimate responsibility for overall project management of each project including scheduling, and monthly progress reports and invoicing to NDOT. Our subconsultants, Cambridge Systematics, Kimley-Horn and Associates, and RCG Economics will report to Parametrix monthly progress on their deliverables, work products, budget, schedule and other items that need to be reported to NDOT.

# SCOPE OF WORK

# Project 1. I-15 National Economic Partnerships Grant

This project is a joint effort by Caltrans and NDOT as part of the I-15 National Economic Partnerships grant award by USDOT and will develop an I-15 Freight Mobility Enhancement Plan that can serve as a framework for more

coordinated planning, as well as a template that other regions can use. This effort will build on the Nevada State Freight Plan 2017 and the California Freight Mobility Plan 2014. The grant will result in a freight mobility enhancement plan that will complement the ongoing work associated with current truck parking efforts in both Nevada and California. This plan will also build upon prior work conducted on the I-15 corridor, most notably the I-15 Mobility Alliance, by concentrating on specific regional issues related to options for truck parking. This study will build upon any previous work done related to truck parking, while also setting expectations for any future work related to truck parking.

Resources developed, and lessons learned will be shared with a variety of freight and multi-agency planning groups, including state Freight Advisory Committees, the Western States Freight Coalition, and other forums that facilitate the exchange of ideas related to freight transportation planning.

This project will be completed within 18 months from notice of grant award (March 2019) and will include the following tasks:

- Task 1. Project Management and Progress Reporting
- Task 2. Stakeholder Outreach and Workshops
- Task 3. Identify I-15 Freight MEP Goals and Key Corridor Freight Needs
- Task 4. Technology Exploration
- Task 5. Strategy Development and Implementation Framework
- Task 6. I-15 Freight Mobility Enhancement Plan
- Task 7. FHWA Final Report
- Task 8. Sharing Resources

Parametrix is leading this task with support from Kimley-Horn for strategy development and implementation, and support from both Kimley—Horn and Cambridge on technology exploration and the freight mobility enhancement plan. Cambridge will also be leading the stakeholder outreach effort for this project.

# Project 1 Deliverables

- Project Management Plan
- Project Schedule
- Quarterly Progress Reports and Invoices
- Meeting Agendas, Materials, and Summaries (as needed)
- Outreach Strategy Plan
- Four Workshops/Webinars and supporting materials
- Freight Parking Goals and Needs Working Paper
- Freight/Truck Parking Technology Exploration White Paper
- Implementation Framework
- I-15 Freight Mobility Enhancement Plan
- FHWA Final Report
- Lessons Learned Presentation

# Project 2. I-80 MCOM Grant

This project is a joint effort by the I-80 Corridor Coalition with the overall goal of improving freight mobility and safety, work will be performed to enhance communication between transportation system operators and commercial users of the I-80 Corridor. The I-80 MCOM grant identified that the I-80 project would build upon the platform and system developed for I-15, and add the required I-80 corridor elements, including an additional Caltrans District (District 3), Wyoming DOT and Nebraska DOT. Data interfaces are already in place for Nevada and Utah and will require that additional elements from the I-80 corridor be integrated. This project will be completed within 18 months from notice to proceed and will include the following tasks:

- Task 1. Project Management
- Task 2. System Inventory
- Task 3. Concept of Operations/Requirements
- Task 4. I-80 System Development and Integration with I-15 project website
- Task 5. Stakeholder Outreach

Kimley-Horn is leading this task with project management oversight by Parametrix and stakeholder outreach support by Cambridge.

# Project 2 Deliverables

- Project Management Plan
- Project Schedule
- Monthly Progress Reports and Invoices
- Meeting Agendas, Materials, and Summaries (as needed)
- Corridor Inventory Technical Memorandum
- Concept of Operations/Requirements
- I-80 Corridor Site Development
- Integrate I-80 and I-15 sites
- Stakeholder Outreach Strategy Plan and Materials
- Annual Summit

# Project 3. I-80 Multi-State Coordination

The Consultant will work with NDOT to coordinate a multi-state agreement between the states of California, Nevada, Utah, Wyoming, and Nebraska for the purposes of advancing the I-80 corridor coalition's mission of establishing an institutional structure for coordinating operations in the western states. This effort will be completed within 6 months and will include:

- Task 1. Project Management
- Task 2. Multi-state Coordination
- Task 3. Establish I-80 Coalition charter/agreement
- Task 4. Website Maintenance
- Task 5. Grant Support (includes coordination of letters of support for individual states applications from I-80 Coalition member agencies)

Kimley-Horn is leading this task with major support by Parametrix for multi-state coordination, agreement charter and grant support.

#### Project 3 Deliverables

- Project Management Plan
- Project Schedule
- Monthly Progress Reports and Invoices
- Meeting Agendas, Materials, and Summaries (as needed)
- I-80 Charter
- I-80 Agreement
- Updated Coalition Website
- Supporting materials for other discretionary grant applications

#### Project 4. I-15 Multi-State Mobility Alliance

The Consultant will work with NDOT and the I-15 Mobility Alliance to continue the multi-state momentum to further the vision, mission, and objectives of the I-15 Mobility Alliance. This project will be completed over the next 3 years and will include the following tasks:

- Task 1. Project Management
- Task 2. Update I-15 Immediate Projects of Interregional Significance (IPIRS)
- Task 3. Alliance Coordination/Master Plan Update
- Task 4. Grant Proposal/Support
- Task 5. Dynamic Mobility Project Support

Parametrix is leading this task with support from Kimley-Horn for I-15 Dynamic Mobility Project and grants. Cambridge and RCG Economics will support the master plan update. Cambridge will also lead the I-15 Mobility Alliance coordination.

#### Project 4 Deliverables

- Project Management Plan
- Project Schedule
- Monthly Progress Reports and Invoices
- Meeting Agendas, Materials, and Summaries (as needed)
- Updated IPIRS List
- Updated IPIRS Fact Sheet
- Corridor-wide socioeconomic analysis
- Updated I-15 Corridor System Master Plan
- Updated I-15 Corridor System Master Plan Fact Sheet
- I-15 Mobility Alliance Committee Meetings and Materials
- *Prepare one joint state grant application*
- Supporting materials for other discretionary grant applications
- Ongoing I-15 Dynamic Mobility Project Operations

### ADDITIONAL SERVICES

Professional services for additional requests or tasks not included in this scope of work may be requested over the four-year term. A separate scope of work and fee estimate will be developed by Parametrix for support services for these additional tasks upon request.

#### BUDGET

The work outlined in the above scope will be performed on a cost plus fixed fee basis. Table 1 provides the estimated budget by project or task order. Table 2 provides the estimated fee breakdown by company. Table 3 provides a more detailed breakdown by task for each of the four projects.

Table 1 – Master	Agreement F	Fee Estimate	by Project
------------------	-------------	--------------	------------

#	Project Description	Labor Hours	Labor Dollars*	Direct Expenses	Total
1	I-15 National Economic Partnerships Grant	1,653	\$350,000	\$0	\$350,000
2	I-80 MCOM Grant	2,149	\$455,000	\$8,000	\$463,000
3	I-80 Multi-State Coordination	229	\$48,500	\$1,500	\$50,000
4	I-15 Multi-State Mobility Alliance	4,156	\$880,000	\$20,000	\$900,000
	Totals:	8,188	\$1,733,500	\$29,500	\$1,763,000

\*Assumed average burdened rate of \$211.72

#### Table 2 – Master Agreement Fee Estimate Breakdown by Company

Company	Labor Dollars	Direct Expenses	Total	Percentage
Parametrix	\$884,085	\$15,045	\$899,130	51%
Kimley-Horn and Associates	\$606,725	\$10,325	\$617,050	35%
Cambridge Systematics	\$242,690	\$4,130	\$246,820	14%
Totals:	\$1,733,500	\$29,500	\$1,763,000	100%

#	Project Description	Labor Hours	Fee Estimate
1	I-15 National Economic Partnerships Grant	1,653	\$350,000
.1	Project Management/Reporting		\$20,000
.2	Stakeholder Outreach and Workshops		\$100,000
.3	Freight Needs Assessment		\$45,000
.4	Technology Exploration		\$35,000
.5	Strategy Development & Implementation Framework		\$50,000
.6	Freight Mobility Enhancement Plan		\$70,000
.7	Final Report		\$20,000
.8	Sharing Resources		\$10,000
ΕX	Expenses		\$0.00
2	I-80 MCOM Grant	2,149	\$463,000
.1	Project Management		\$30,000
.2	System Inventory		\$35,000
.3	Concept of Operations/Requirements		\$110,000
.4	Stakeholder Outreach Strategy Development		\$25,000
.5	I-80 Development and Integration with I-15 Site		\$255,000
ΕX	Expenses		\$8,000
3	I-80 Multi-State Coordination	229	\$50,000
.1	Project Management		\$5,000
.2	Multi-State Coordination		\$20,000
.3	Agreement/Chartering		\$15,000
.4	Website Maintenance		\$5,000
.5	Grant Support		\$3,500
ΕX	Expenses		\$1,500
4	I-15 Multi-State Mobility Alliance	4,156	\$900,000
.1	Project Management		\$90,000
.2	Update I-15 IPIRS		\$65,000
.3	Alliance Coordination/Master Plan Update		\$350,000
.4	Grant Proposal/Support		\$225,000
.5	I-15 Dynamic Mobility Project Support		\$150,000
ΕX	Expenses		\$20,000
	Totals:	8,188	\$1,763,000

# INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

#### **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

*Business Entity Type* – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

*Corporate/Business Address, Business Telephone, Business Fax, and Email* – Enter the street address, telephone and fax numbers, and email of the named business entity.

*Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email* – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

# Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

*List of Owners/Officers* – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name – Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

## **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

#### 1. Business Entity Type (Please select one)

- □ Sole Proprietorship
- □ Partnership
- □ Limited Liability Company
- $\Box$  Corporation
- □ Trust
- □ Non-Profit Organization
- □ Other S-Corp
- **2.** Are you a publicly-traded corporation?  $\Box$  Yes  $\Box$  No

#### 3. Number of Nevada Residents Employed (Do Not Leave Blank):

4. Corporate/Business Entity Name (Include d.b.a., if applicable):

#### 5. Corporate/Business Entity Street Address:

- Composition Dublicess Entity Science Fiddless.	
Street Address:	Website:
City, State and Zip Code:	Point of Contact Name:
Telephone and Fax No.	Email:

#### 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:	
City, State and Zip Code:	Point of Contact Name:	
Local Telephone and Fax No.	Email:	

#### 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

## **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

#### Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

*Consanguinity* is a relationship by blood.

Affinity is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

 $\Box$  Yes  $\Box$  No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

 $\Box \ Yes \ \ \Box \ No$ 

List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.

Signature

Print Name

Title

Date

#### For NDOT Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

 $\Box$  Yes  $\Box$  No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?

□ Yes □ No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name Authorized NDOT Representative

# Line Item 6

Agreements for Approval Over \$300,000 Page 107 of 278

	Request to Solicit Services and Budget Approval (2A) Amendments for time extensions (time only) do not require a form 2a						
	× Initial Budget Request Re	equest for Amend	lment #: A	Agreement #:			
	If Amendment, name of Company:						
	Project ID #(s): <u>n/a</u>						
	Type of Services: Service Provider						
1	Originated by: Juan Hernandez	Division: Tra	affic Ops	Date Originated: 7/12/2019			
)(	Division Head/District Engineer: Den	<u>ise Inda</u>					
	Budget Category #: 466006	Object #: <u>81</u>	<u>13S</u>	Organization #: 016			
	Estimated Cost: <u>\$500,000.00</u>	Type of Fur	nding: <u>State</u>	% of Fund: <u>100</u>			
	Funding Notes:		S	State Fiscal Year(s): 20-23			
	FY20: \$137,800.00 FY21: \$13	<u>3,800.00 FY</u>	/22: \$133,800.00	FY23: \$94,600.00			

#### **Financial Management:**

DocuSigned by: 7/16/2019 Donna Spelts 8A78D93AD71Signature Date

× Requires Transportation Board Approval

**Does not** require Transportation Board Approval

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

#### **Project Accounting:**

DocuSigned by: zathleen Mikee 9E9F10973C1Signature

7/16/2019 Date

#### **Director:**

DocuSigned by: kristina I. Swallow C4B612FC2C1Signature

7/19/2019

Date

#### Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach:

Yes

# Purpose of, and Justification for, Budget Request:

The purpose of the budget request is for Traffic Operations to contract with Waycare Technologies Inc., a service provider currently providing proven capabilities in predictive analytics, incident management, and cloud-based interoperability communications as demonstrated in their joint S. NV Waycare program with NDOT District I, RTC-SNV, and NHP Southern Command. The justification per the attached Sole Source Professional Exemption form is the Department wishes to build on the success of the S. NV Waycare program by expanding it to N. NV to leverage the advantage of sharing one common interface across multiple agencies. Waycare's existing integration with NDOT's system will be beneficial in implementing and scaling these services across N. NV quickly, providing immediate safety and efficiency benefits to the Department.

#### Scope of Services:

Waycare will provide meaningful improvements in smart incident detection and proactive incident response capabilities by strengthening cross collaboration amongst the participating agencies that are utilizing the common interface to share real-time traffic information both geographically and in chronological text format. The scope of services includes expanding the Waycare platform system to N. Nevada for traffic incident detection, maintenance work order management, real-time traffic flow visualization, and 511 Traveler Information system integration for public-facing capabilities. Please refer to the attached scope of services for additional information.







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

### MEMORANDUM

July 10, 2019

TO: Cole Mortensen, Deputy Director

**FROM:** Juan Hernandez, Project Manager

**SUBJECT:** Negotiation Summary for the Sole Source Exemption of the Nevada Waycare Program

Negotiations for the subject project began on June 5, 2018, and were finalized during a negotiation meeting via teleconference on Friday July 5<sup>th</sup>, 2019, with Noam Maital, CEO of Waycare Technologies In. and Juan Hernandez, Principal Traffic Operations of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DBE goal for this agreement has been established at zero percent (0%), and the duration of this agreement will be for 3 years, ending on October 31, 2022.

The Scope of Services was reaffirmed by both parties at the outset: Waycare Technologies Inc. currently provides proven capabilities in predictive analytics, incident management, and cloudbased interoperability communications as demonstrated in their joint S. NV Waycare program with NDOT District I, RTC-SNV, and NHP Southern Command. Over the course of the last two years, Waycare has demonstrated meaningful improvements in smart incident detection and proactive incident response capabilities by strengthening collaboration amongst agencies utilizing one common interface to share real-time traffic information both geographically and in chronological text format. The Department wishes to build on the success of the S. NV Waycare program by expanding it to N. NV to include incident detection, maintenance crew work order management, traffic flow management, and 511 Traveler Information system integration for public-facing capabilities. Waycare's existing integration with NDOT's system will be beneficial in implementing and scaling these services across N. NV quickly, providing immediate safety and efficiency benefits to the Department. For additional information, please refer to the attached scope of services.

The negotiations yielded the following:

- 1. Expanded coverage to include all of NDOT District II as compared to the original coverage which included limited NDOT roadways west of Fernley and Silver Springs (refer to figure 1 for original coverage).
- 2. Reduced capital costs by more than 90% of the original cost estimate by leveraging the development of S. NV Waycare platform system.
- 3. Reduced 511 Traveler Information system integration costs by approximately 75% through coordinated efforts between Waycare and the 511 Service Provider.
- 4. Eliminated annual data acquisition costs for a total savings of \$150k.
- 5. The estimated cost of the project is Five-Hundred Thousand and 00/100 Dollars (\$500,000.00), which includes an optional ten percent (10%) contingency for system enhancements, additional on-site training, platform system expansions, and operational service extensions. Please refer the figure and tables below for additional information.



Figure 1. Original Coverage Above (Negotiated coverage includes all of NDOT DII)

Table 1: Original Cost Estimate				
Task Items	Year 1	Year 2	Year 3	Sum
Capital Cost: ROC, FSP, and Maintenance Crew Platform Systems	\$280,000	-	-	\$280,000
Operational Cost: ROC Platform System	\$35,000	\$35,000	\$35,000	\$105,000
Operational Cost: FSP Platform System	\$10,000	\$10,000	\$10,000	\$30,000
Operational Cost: Maintenance Crew Platform System	\$32,500	\$32,500	\$32,500	\$97,500
511 Integration, Data Acquisition, and API	\$142,500	\$50,000	\$50,000	\$242,500
System Support, Maintenance, and Database Management	\$12,350	\$12,350	\$12,350	\$37,050
Sub-Total	\$512,350	\$139,850	\$139,850	\$792,050
Optional contingency fund for system enhancements, additional on-site training, platform expansions, and service date extensions	-	-	-	n/a

Table 2: Negotiated Cost Estimate				
Task Items	Year 1	Year 2	Year 3	Sum
Capital Cost: ROC, FSP, and Maintenance Crew Platform Systems	\$25,000	-	-	\$25,000
Operational Cost: ROC Platform System	\$75,000	\$75,000	\$75,000	\$225,000
Operational Cost: FSP Platform System	\$6,333	\$6,333	\$6,333	\$18,999
Operational Cost: Maintenance Crew Platform System	\$38,467	\$38,467	\$38,467	\$115,401
511 Integration, Data Acquisition, and API	\$23,600	\$0	\$0	\$23,600
System Support, Maintenance, and Database Management	\$14,000	\$14,000	\$14,000	\$42,000
Sub-Total	\$182,400	\$133,800	\$133,800	\$450,000
Optional contingency fund for system enhancements, additional on-site training, platform expansions, and service date extensions	-	-	-	\$50,000

Original Cost	\$792,050
Negotiated Cost Plus \$50k for Optional Contingency	\$500,000

Reviewed and Approved:

— Docusigned by: Cole Mortensen

#### ATTACHMENT A - SCOPE OF SERVICES NEVADA WAYCARE PROGRAM

#### I. Introduction

Waycare Technologies Inc. provides proven capabilities in predictive analytics, incident management, and cloud-based interoperable communications as demonstrated in their joint pilot program with NDOT District I, RTC-SNV, and NHP Southern Command. Over the course of the last two years, Waycare has demonstrated meaningful improvements in smart incident detection and proactive incident response capabilities by strengthening collaboration using one common interface to share real-time traffic information both geographically and in chronological text format.

The results from the pilot program showed an average of twelve-minutes reduction in incident response times, which in-turn enhanced motorist and first responder safety by reducing the probability of secondary incidents. The program also showed a 17% crash reduction rate along a high-risk section of I-15 and Russell Rd. NB when proactive preventative measures were deployed. Moreover, the true benefit gained from the program came from the ability for multiple agencies to share real-time traffic information through one common interface. The Department wishes to build on the success of the S. NV pilot program by expanding it to N. NV to include incident detection, maintenance, traffic flow management, and 511 Traveler Information system integration for public-facing capabilities. Waycare's existing integration with NDOT's system will be beneficial in implementing and scaling these services across N. NV quickly, providing immediate safety and efficiency benefits to the Department.

Moreover, as agencies obtain funding to participate in the Nevada Waycare Program, this contract may be amended to enable agencies to utilize the Waycare platform system, which will aid in reducing incident response times, improve traffic safety, and will prevent overlapping of responsibilities and duties already covered in this contract with Waycare. The amendments will also enable agencies to compensate NDOT via interlocal agreements for their proportionate shares of the Waycare platform system.

#### II. Project Deliverables

Waycare will provide real-time traffic management capabilities by leveraging a vast number of datasets from both internal and external road sources such as roadway sensors, camera feeds, smart connected vehicles, navigation solutions, telematics data, and more. Waycare will harness machine learning technologies to synthesize all data sets and provide actionable insights to improve traffic incident management and traffic safety operations. Additionally, Waycare will use Artificial Intelligence solutions to provide forward looking insights of alerts to identify near-term dangerous roads which in turn will empower proactive traffic safety measures. The Waycare platform systems will be cloud-based interfaces to enable all relevant public agencies and first responders in Nevada to join the platform system to unlock actionable cross collaboration amongst agencies to positively impact incident management and traffic flow optimization.

The platform systems will include the following functionalities:

- A. Geofenced CCTV incident capture and verified incident location capabilities for improved incident detection, incident response, and incident clearance times.
- B. Automated AI driven incident identification synthesizing in-vehicle data alongside internal state resources for traffic incidents, roadway hazards, and structural roadway damage.

- C. Predictive analytics with the ability to determine and identify near term dangerous roads with a high likelihood of a traffic crash to occur using contextual driving behavior data from telematics data; daily (24 hour) forecast broken down to 2-hour time segments.
- D. Integrate disparate systems into a streamlined intuitive GIS based interface.
- E. Automated reporting capabilities with an integrated interface including PDF export functionality for building external reports. Additionally, the system will record and store all events digitally and will make it accessible to NDOT for the life of the contract.
- F. The platform systems will use in-vehicle data and machine learning technology to provide alerts of relevant traffic incidents and weather-related road closures, promoting proactive mitigation and response rather than 'discovering' an incident by patrolling routes and/or monitoring roadway cameras.
- G. The ROC platform system will integrate an automated outbound feed to 511 for incident alerts eliminating the need for timely and manual submissions. Additionally, the platform system will work in close partnership with Waze and will push approved outbound notifications to the public through the navigation app. Notifications may include road closures, traffic incidents, construction events, severe weather events, and other NDOT approved notifications.
- H. The FSP platform systems will focus on incident identification, connectivity functionalities, and incident reporting functionalities to provide a comprehensive understanding of realtime traffic conditions resulting from roadway emergencies under urban applications. Additionally, through their work with the FSP Service Provider, United Road Towing, Waycare will support NDOT with traffic incident reporting and fleet management capabilities.
- I. The Maintenance Crew platform system will focus on incident identification, connectivity functionalities, and incident reporting functionalities to provide a comprehensive understanding of real-time traffic conditions resulting from roadway emergencies under urban and rural applications, as well as real-time traffic conditions resulting from severe weather road closures such as fires, avalanches, snow storms, landslides, earthquakes, floods, high-wind warnings, and other natural disasters. The system will also streamline filling out common forms and enable supervisors to geographically locate where crews are in relation to the maintenance yards, material sites, and job sites so they can plan and allocate resources accordingly.
- J. Waycare will acquire the in-vehicle data which will feed via an Application Programming Interface (API) into the Waycare database and platform solution.
- K. Waycare will provide ongoing ticketing support, technical support, API support, initial onsite training, and web-based training.
- III. Key Performance Metrics
  - A. Waycare will establish an accurate database baseline and enable tracking of FHWA SHRP-2 Traffic Incident Management performance measures including roadway clearance times, incident clearance times, secondary incidents, and first responder struckby incidents. In additions, Waycare will establish an accurate database baseline and enable tracking of incident detection times and incident response times.

- B. Waycare will develop operational measures for urban and rural applications and for severe weather events such as fires, avalanches, snow storms, landslides, earthquakes, floods, high-wind warnings, and other natural disasters. Operational measures include incident arrival, mitigation time, source of identification, outward communication, and correlating operations to traffic flow indicators.
- C. Waycare will showcase the feasibility of using predictive analytics for traffic crash detection and ultimately enable proactive preventative measures (i.e. traffic calming, proactive VMS warnings, etc.)
- D. Waycare will showcase the impacts of the platform system's ability to streamline multijurisdictional interoperable communications to improve traffic safety and Traffic Incident Management (TIM) procedures.
- E. Waycare will generate regular and relevant reporting to increase visibility of performance from both a traffic safety and traffic flow perspective.

#### IV. Data Integration

The following data feeds (historical and real-time) will be integrated into the platform systems, if applicable. In cases where a certain data feed is not available, Waycare will integrate a corresponding external data feed which best fits the purpose of the analysis as such is available.

Data Feed	Historical Data Sources	Real-time Data Source
Road Incidents	NDOT	(Mandatory)
Road Sensors	NDOT	(Mandatory)
Construction	NDOT	NDeX (NDOT)
Infrastructure Projects (e.g. work orders)	NDOT	NDeX (NDOT)
Dynamic/Variable Message Signs	-	NDeX (NDOT)
Snow Plow Activity	-	NDOT
Enforcement Activities – including NHP & FSP Locations	-	DPS/ Waycare
Traffic Signals	-	TBD

#### V. External Data Sources

In addition to the above municipal data feeds, Waycare will enrich the agencies datasets with the following data feeds. Waycare will integrate the best fitted external data feeds as such are available.

- 1. Crashes
- 2. Road Incidents
- 3. Infrastructure failures
- 4. In-vehicle behavior and safety alerts
- 5. Travel Times
- 6. Major events

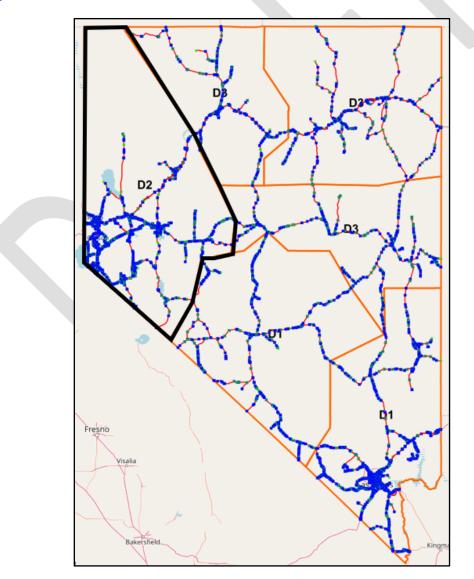
- 7. Light conditions
- 8. Power outages
- 9. Social media
- 10. Wind conditions
- 11. Extreme weather conditions

The following is a list of some of the current data partners that are being used as data sources. The final list will vary based on data availability and new data partnership.

- 1. Waze
- 2. Weather Underground
- 3. Climacell
- 4. TicketMaster
- 5. Geotab

- 6. Zubie
- 7. Greenroad
- 8. TrafficCast
- 9. Inrix
- 10. HERE
- VI. Project Timeline and Geographical Boundaries

The initial project phase including stakeholder input, software development, implementation, training, and fine tuning is expected to take place during the first three months upon notice to proceed. The complete project duration including the initial phase, on-going support phase, and summary report phase will be for a period of three (3) years. The Waycare coverage limits are all of NDOT District II maintained routes, which include the Interstate Routes, US Routes, State Routes, and Frontage Roads as shown in the figure below (approximately 1,416 miles). For more information on the route limits refer to the web-based manual of the <u>2018 State Maintained Highway of Nevada</u>.



#### VII. Project Costs

The estimated cost of the project is Five-Hundred Thousand and 00/100 Dollars (\$500,000.00), which includes an optional ten percent (10%) contingency for system enhancements, additional on-site training, platform system expansions, and operational service extensions.

Task Items	Year 1	Year 2	Year 3
Capital Cost: ROC, FSP, and Maintenance Crew Platform Systems	\$25,000	-	-
Operational Cost: ROC Platform System	\$75,000	\$75,000	\$75,000
Operational Cost: FSP Platform System	\$6,333	\$6,333	\$6,333
Operational Cost: Maintenance Crew Platform System	\$38,467	\$38,467	\$38,467
511 Integration, Data Acquisition, and API	\$23,600	\$0	\$0
System Support, Maintenance, and Database Management	\$14,000	\$14,000	\$14,000
Sub-Total	\$182,400	\$133,800	\$133,800
Optional contingency fund for system enhancements, additional on- site training, platform expansions, and service date extensions		\$50,000	

Total Estimated Cost \$5	00,000
ROC, FSP, & Maintenance Capital	\$ 25,000
511 Traveler Information System Integration	\$ 23,600
November-19	\$ 11,150
December-19	\$ 11,150
January-20	\$ 11,150
February-20	\$ 11,150
March-20	\$ 11,150
April-20	\$ 11,150
May-20	\$ 11,150
June-20	\$ 11,150
July-20	\$ 11,150
August-20	\$ 11,150
September-20	\$ 11,150
October-20	\$ 11,150
November-20	\$ 11,150
December-20	\$ 11,150
January-21	\$ 11,150
February-21	\$ 11,150
March-21	\$ 11,150
April-21	\$ 11,150
May-21	\$ 11,150

Estimated Total	\$ 500,000
Optional Contingency	\$ 50,000
Sub-Total	\$ 450,000
October-22	\$ 11,150
September-22	\$ 11,150
August-22	\$ 11,150
July-22	\$ 11,150
June-22	\$ 11,150
May-22	\$ 11,150
April-22	\$ 11,150
March-22	\$ 11,150
February-22	\$ 11,150
January-22	\$ 11,150
December-21	\$ 11,150
November-21	\$ 11,150
October-21	\$ 11,150
September-21	\$ 11,150
August-21	\$ 11,150
July-21	\$ 11,150
June-21	\$ 11,150

#### INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A 430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

#### **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

Business Entity Type – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable,

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name - Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

**REVISED 3/25/2019** 

Page 1 of 5

Agreements for Approval Over \$300,000 Page 119 of 278

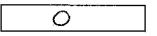
## **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

#### 1. Business Entity Type (Please select one)

Sole Proprietorship Partnership Limited Liability Company Corporation Trust Non-Profit Organization Other

2. Are you a publicly-traded corporation? OYes O No

3. Number of Nevada Residents Employed (Do Not Leave Blank):



4. Corporate/Business Entity Name (Include d.b.a., if applicable):

lechnologies Inc. Care

5. Corporate/Business Entity Street Address:

Street Address:	Website:
1601 Vine St.	WWW, waycaretech, com
City, State and Zip Code:	Point of Contact Name:
LOS Angeles, CA, 91	NOAM Maita
Telephone and Fax No.	Email:
914-201-S817	Noam@waycasetech.com

#### 6. Nevada Local Business Street Address (If different from above):

Streët Address:	Website:
City, State and Zip Code:	Point of Contact Name:
Local Telephone and Fax No.	Email:

6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity. Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)	8.1%	11.52							
Title	CEO	( FO							
Full Name	Noam Maital	Shai Suzan							

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

## **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations \*\*\*

#### Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employce(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

First and Second degree of consanguinity applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

Yes 🛛 No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

∐Yes ⊠No

**REVISED 3/25/2019** 

Agreements for Approval Over \$300,000 Page 122 of 278

List any disclosures below (mark N/A, if not applicable.):	(N/A, if not applicable.):		
NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION
I certify under penalty of perjury, t action on contract and agroement a	I certify under penalty of penuity, that all of the information provided herein is curre action on contract and agreement approvads without the completed disclosure form.	herein is current, complete, and accu sclosure form. $M_{A}$	I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.
Signature (EO Title	Print Name $\frac{O7}{12}$	119	
For NDOT Use Only: If any Disclosure of Relationship in Yes No Is the NDOT employ	For NDOT Use Only: If any Disclosure of Relationship is noted above, please complete the following: Yes No Is the NDOT employee(s) noted above involved in the contracting	<i>nr NDOT Use Only:</i> any Disclosure of Relationship is noted above, please complete the following: Yes No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?	particular item?
Yes No Is the NDOT employ Notes/Comments:	vee(s) noted above involved in any	Yes No Is the NDOT employce(s) noted above involved in any way with the business in performance of the contract? otes/Comments:	e of the contract?
Signature			
Print Name Authorized NDOT Representative			

**REVISED 3/25/2019** 

# Line Item 7

Agreements for Approval Over \$300,000 Page 124 of 278

389-19-067

	•	uest to Solicit Services and Budge ments for time extensions (time only) do	•• • •
	× Initial Budget Request	Request for Amendment #:	Agreement #:
	If Amendment, name of Compa	any:	
	Project ID #(s): <u>.</u>		
	Type of Services: Professional	Services for the Roads and Highway	<u>'s extended support</u>
Ds DW	Originated by: Heather Hawkin	<u>is-Fancher</u> Division: <u>IT</u>	Date Originated: 7/3/2019
	Division Head/District Engineer	r: David Wooldridge	
R.V	<sup>2</sup> Budget Category #: <u>466006</u>	Object #: <u>813U</u>	Organization #: A067
	Estimated Cost: <u>\$900,000.00</u>	Type of Funding: <u>State</u>	% of Fund: <u>100</u>
	Funding Notes:		State Fiscal Year(s): FY20,21,22
	<u>FY20 \$300,000</u>		
	<u>FY21 \$300,000</u>		
	<u>FY22 \$300,000</u>		
	Financial Management:		

DocuSigned by: 7/9/2019 Donna Spelts 8A78D93AD71Signature

Date

× Requires Transportation Board Approval

**Does not** require Transportation Board Approval

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

#### **Project Accounting:**

DocuSigned by: zathleen Mikee 9E9F10973C1Signature

7/10/2019 Date

#### **Director:**

DocuSigned by: Kristina L. Swallow

7/10/2019

C4B612FC2C1Signature

Date

#### Attachments:

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

Ø

If Amendment, attach original Agreement here:

Any additional information to attach:

No

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

The DEPARTMENT has determined that a provision of services is required extending support for Roads and Highways (R&H) application and its business-related deliverables; such services are necessary for support in developing, maintaining, and enhancing deliverables-of and related-to the DEPARTMENT Roads and Highways service delivery including software, system architecture, and related reporting efforts in Federal funds procurements.

#### Scope of Services:

High-Level Requirements/Business Needs:

Develop and replace the existing RouteMaster and MileMarkerIndex application.

Further development HMPS and CPM with integration touchpoints with other systems across the DEPARTMENT.

Improve efficiency in identified general processes and overall reliability of data, systems and workflows.

Leverage the capabilities of the R&H application by integration or consolidating other systems or programs across the DEPARTMENT.

Migration of R&H to ArcGIS Pro.

Additional training for new staff and divisions, to bring them up to speed on how to maintain the data in R&H.

Develop, maintain and enhance both the administrative and business functionality.

389-19-067



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

## **MEMORANDUM**

July 22<sup>nd</sup>, 2019

TO: Robert Nellis, Assistant Director

**FROM:** Priyankshu Mukherjee, Project Manager

**SUBJECT:** Negotiation Summary for RFP 389-19-067 Roads & Highways Support Services

A negotiation meeting was held at NDOT Headquarters in Carson City on January 31<sup>st</sup>,2019, with David Ward – Vice President, and Jennifer Berthiaume – Senior Digital Consultant, of the Arcadis U.S., Inc. and David Woolridge, Gaelen Lamb, Suvani Gautam and Priyankshu Mukherjee of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

This duration of this agreement will be 3 years, ending on June 30<sup>th</sup>, 2022.

The scope of services that are to be provided by the SERVICE PROVIDER was reaffirmed by both parties at the outset. (See Attachment A – Scope of Services)

The following schedule was agreed to by both parties:

Date	Task to be Completed
12/31/2020	Business Process Analysis
04/24/2020	MileMarker Index & RouteMaster Replacement
06/30/2020	Enhancements to HPMS & CPM Tools
01/29/2021	Systems Integration & Process Improvements
06/30/2021	Software Upgrade and Migration Support
06/30/2022	Advanced R&H Configuration Updates
06/30/2022	Enhancements to Enterprise Reporting Tools
06/30/2022	Additional Department-wide Training

Key personnel dedicated to this project are as follows:

Name	Title
David Ward	Vice President / Project Manager
Adrien Litton	Principal Digital Consultant / Senior Consultant
Jennifer Berthiaume	Senior Digital Consultant / Senior Analyst
Matt McCracken	GIS Consultant, Timmons Group/ Project Manager
Sara Kephart	Digital Analyst
Tim Sheldon	Senior GIS Analyst

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

The negotiations yielded the following:

The total negotiated cost for this agreement, including direct labor, overhead fees and direct expenses, is \$900,000.

Reviewed and Approved:

DocuSigned by: C. Nellis Gleat

07/24/2019

Assistant Director

I. Background

The DEPARTMENT has determined that a provision of services is required for extending support to the newly launched (May 3, 2018) Roads and Highways software application. This extended support entails developing, maintaining, and enhancing both the administrative and business functionality of the recently launched ESRI Roads and Highways application in addition to enabling improved efficiencies producing DEPARTMENT deliverables directly tied to Federal funding such as annual HPMS and CPM submissions. Roads and Highways is a complex application providing the DEPARTMENT a standardized means of locating relevant objects and events on Nevada's roadway system; this extended support will also allow the DEPARTMENT to promote DEPARTMENT-wide adoption of the Linear Referencing System standard. The DEPARTMENT has the opportunity to procure extended support by the same vendor principals responsible for the year-long implementation effort further ensuring efforts towards a successful business endeavor while saving huge ramp-up time and costs.

- II. Included Services
  - A. The SERVICE PROVIDER will provide several levels of technical support and expertise to meet the DEPARTMENT needs:
    - Tier 1 Specialist
    - Tier 2 Analyst
    - Tier 3 Consultant
    - Tier 4 Senior

The Tier-level talent assigned to the Project will be determined by the deliverables identified by the DEPARTMENT.

#### B. Deliverables

- 1. The DEPARTMENT has identified the following Essential Needs to be fulfilled by the SERVICE PROVIDER as scheduled by the DEPARTMENT:
  - a. General Technical Support Technical support including but not limited to general questions, process identification, error resolution, workflow development, schema changes, a data processing, editing support, and a variety of other technical support issues that will surface during normal Roads and Highways operations.
  - b. MileMarkerIndex System Replacement DEPARTMENT wants to replace their existing MileMarkerIndex application with a system that would modify, create and maintain engineering station, develop the functionality in the existing systems and integration with R&H.
  - c. RouteMaster System Replacement DEPARTMENT wants to replace their existing RouteMaster application with a new system that would contain one tool that creates RMIDs for both state and local.
  - d. HPMS and CPM System Dependencies Tools and Support HPMS and CPM are reliant on other programs across the DEPARTMENT like pavement, traffic, and asset management. Further development of

integration touchpoints between all of these systems will not only save DEPARTMENT resource time but will also improve the overall quality and consistency of these critical systems. HPMS is also going through a reassessment period that will make changes to the schema and reporting requirements. FHWA has also indicated that some requirements will be forthcoming to support MIRE v2 in the next year or two as well. Both of these changes will require data, schema, and process changes to satisfy these requirements.

- e. Data and Systems Integration The initial migration to R&H leveraged existing data and systems that were already using DEPARTMENTS LRS system. Numerous data elements have been identified that could or should participate in the R&H environment or that need enhancements and improvements for their desired future condition. Data such as shoulder type, curve and grade, intersections and legs, bridges, ITS infrastructure, rail and crossings, cultural points, runoffs, billboards, signal timing, environmental data, lighting, signaling, VMS, and percent green time are some examples. Many of these data do exist within the DEPARTMENT and where so, these systems or programs can be integrated or consolidated with R&H to leverage the capabilities of the system (temporality, event behavior, event editor, workflow manager, enterprise backup and recovery, etc).
- f. Process Improvements Numerous areas for general process improvement have been identified to become more efficient or to improve the overall reliability of data, systems, and workflows. Pulling apart these processes to understand the existing condition will allow the team to document the process for the DEPARTMENT as well as identify where R&H can support or replace existing legacy processes. Processes for evaluation are the generation of AVMT, RouteMaster, MileMarkerIndex, and Snow Removal systems. Within R&H there are also several process improvement activities like improving workflows in WMX and creating geoprocessing tools for the automation of data.
- g. Systems Integration Determine the different enterprise systems with different integration profiles to document, develop, test, and implement and enhance data management, analysis, and reporting. Enterprise systems like Agile Assets, Safety Analyst, Oversize/Overweight, Crash Data and other business systems could greatly benefit by being truly integrated with the enterprise LRS.
- h. Software Upgrades and Migration Support –The DEPARTMENT's move to ArcGIS Pro will have a significant impact on Roads and Highways. The new software level had additional capabilities and functions and is being developed on an entirely new platform. This major shift to leverage ArcGIS Pro will not be a simple upgrade and will require significant planning, preparation, and program support.
- The DEPARTMENT has identified the following additional needs to be fulfilled by the SERVICE PROVIDER as they surface or are deemed appropriate by the DEPARTMENT

- a. Advanced R&H Configuration Updates and Assistance Address relevant advanced concepts in R&H like conflict prevention, versioning, database administration and complex editing scenarios supplementing the DEPARTMENT staff in administration, design, and support functions. Some of these concepts are not dealt on a day-to-day basis and therefore conceptual knowledge of these elements are easily forgotten and can have a detrimental effect on the overall system if altered without proper evaluation of the entire enterprise system implications.
- b. Enterprise Reporting Tools Enhance the use of reporting tools like AGOL/ArcGIS Portal/Roadway Reporter by integration with R&H supported reporting and data dissemination tools.
- c. Additional Training As DEPARTMENT staff begin working with Roads and Highways, it is anticipated that additional training may be required. Also, as new staff and new departments come online, training may be required to bring these staff up to speed on how to interact and maintain data in the Roads and Highways environment.
- d. Safety Functions R&H can be a great resource for supporting the safety functions of the DEPARTMENT. R&H has great capacity to link, analyze, and support disparate data systems providing the cross utilization of these systems. Systems like AASHTO SafetyAnalyst are very data intensive as they are performing predictive analysis and the management and linking of these data is labor intensive. Integration with R&H can improve the analytical output while reducing the labor required to run analysis. Other safety functions can also be improved like crash data storage, the safety locator tool, and overall workflows and notification touchpoints.
- e. Data Dissemination and Usage Upon the migration to R&H, the DEPARTMENT lost the ability to support 19 applications that relied on the now historical LRS dataset. These applications are no longer being updated with edits being made to the LRS system. Some of these existing applications should be retired, some should be replaced, and others may need to be supported with data products form the new R&H system. Each of these applications provide DEPARTMENT staff and the public with data and maps that disseminate LRS data across the agency.
- f. R&H Enterprise Adoption and Reliance The initial implementation of R&H has very limited interactions with other business systems. Other enterprise systems like Agile Assets, SafetyAnalyst, Oversize/Overweight, Crash Data, and other business systems could greatly benefit by being truly integrated with the enterprise LRS. Each system may have a different integration profile that should be documented, developed, tested, and implemented to enhance data management, analysis, and reporting. As more DEPARTMENT staff begin working with Roads and Highways, it is anticipated that additional business units may choose to adopt the R&H enterprise technology stack. This could mean new staff, new departments, new DEPARTMENT customers, new data elements within the system.

- C. The SERVICE PROVIDER agrees to follow the Agile SCRUM approach adopted by the DEPARTMENT as a preferred Project Methodology which gives the DEPARTMENT a controlling mechanism to quickly achieve value while monitoring cost, quality and emphasizing individual priorities based on the DEPARTMENT's deliverables listed above (Section B).
- III. Assumptions and Responsibilities
  - A. Assumptions
    - All materials, including but not limited to code, tools, documentation, and data provided to the SERVICE PROVIDER and/or its subcontractor(s) pursuant to this agreement shall be deemed confidential. Standard confidentiality statement or agreements shall be completed and signed as per DEPARTMENT and/or state and federal policy.
    - 2. Technical resources from the DEPARTMENT and the SERVICE PROVIDER will collaborate to resolve critical issues.
    - 3. DEPARTMENT and SERVICE PROVIDER management and technical resources will participate in monthly meetings.
    - 4. All legal rights to the applications, source code, documentation or other deliverables will remain the property of the DEPARTMENT.
  - B. Responsibilities
    - 1. DEPARTMENT Responsibilities
      - a. Provide access to DEPARTMENT staff and management as needed to resolve project issues;
      - b. Provide access to individuals within the DEPARTMENT staff who have the domain and system expertise needed to facilitate the completion of the tasks on schedule;
      - c. Provide access to individuals within the DEPARTMENT staff who have sufficient expertise in the use and operation of the systems and applications within the scope of the project as needed to stay on schedule;
      - d. Provide access to project folders as needed;
      - e. Provide access without charge to the Internet (if appropriate). The contractor shall abide by all DEPARTMENT guidelines and policies concerning the use of the internet
      - f. Provide access to current systems, applications and standards documentation for the systems and applications within the scope of the project.
      - g. Provide timely response to action items assigned to DEPARTMENT personnel in status meetings;
      - h. Provide security and network access to all systems necessary for efficient technical program management and related applications; and
      - i. Submit support request to SERVICE PROVIDER using the web-based Support Service Portal provided.
    - 2. SERVICE PROVIDER Responsibilities
      - a. Provide access to SERVICE PROVIDER management, as needed, to resolve project issues;

- b. Provide resources to complete the deliverables outlined in this agreement;
- c. Deliver status reports that summarize actions completed during previous reporting period and actions planned for next reporting period; and
- d. Provide itemized invoices that show resource, time charged, and task activities. This allows the DEPARTMENT to track expenditures back to specific deliverables and/or support activities.
- 3. Joint Responsibilities
  - a. Within fifteen (15) days of execution of Service Agreement, PARTIES will collaborate to develop and document procedures for:
    - i. Submission of Support Requests;
    - ii. Description of severity and priority levels for Support Requests;
    - iii. Timeliness of SERVICE PROVIDER's response to Support Requests; and
    - iv. Means of contact for resolution of Support Requests.

# INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

#### **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

*Business Entity Type* – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

*Corporate/Business Address, Business Telephone, Business Fax, and Email* – Enter the street address, telephone and fax numbers, and email of the named business entity.

*Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email* – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

# Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

*List of Owners/Officers* – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name – Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

## **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

#### 1. Business Entity Type (Please select one)

- □ Sole Proprietorship
- □ Partnership
- □ Limited Liability Company
- $\Box$  Corporation
- □ Trust
- □ Non-Profit Organization
- $\Box$  Other
- **2.** Are you a publicly-traded corporation?  $\Box$  Yes  $\Box$  No
- 3. Number of Nevada Residents Employed (Do Not Leave Blank):
- 4. Corporate/Business Entity Name (Include d.b.a., if applicable):

#### 5. Corporate/Business Entity Street Address:

5. Corporate/Dusiness Entity Street Address.	
Street Address:	Website:
City, State and Zip Code:	Point of Contact Name:
Telephone and Fax No.	Email:

#### 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:	
City, State and Zip Code:	Point of Contact Name:	
Local Telephone and Fax No.	Email:	

#### 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

## **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

#### Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

*Consanguinity* is a relationship by blood.

Affinity is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

 $\Box$  Yes  $\Box$  No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

 $\Box \ Yes \ \ \Box \ No$ 

List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.

David Ward

Signature

Print Name

Title

Date

#### For NDOT Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

 $\Box$  Yes  $\Box$  No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?

□ Yes □ No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name Authorized NDOT Representative

## Line Item 8

	•	or time extensions (time only) do n	
	× Initial Budget Request Red	quest for Amendment #:	Agreement #:
	If Amendment, name of Company:		
	Project ID #(s): Agreement # 398-18-	<u>067 per original 2A</u>	
	Type of Services: Agreement to delive	er and implement a Right of Wa	y layer.
_ DW	Originated by: Heather Hawkins-Fand	<u>cher</u> Division: <u>IT</u>	Date Originated: 6/10/2019
	Division Head/District Engineer: David	d Wooldridge	
J. 1	Budget <u>Category</u> #: <u>466006</u>	Object #: <u>814L</u>	Organization #: A067
	Estimated Cost: <u>\$3,097,000.00</u>	Type of Funding: <u>State</u>	% of Fund: <u>100</u>
	Funding Notes:		State Fiscal Year(s): FY20, FY21, FY22
	FY20 \$640,000 FY21 \$1,047,000 FY	22 1,410,000	

#### **Financial Management:**

DocuSigned by: Donna Spelts

6/19/2019

8A78D93AD71Signature

Date

× Requires Transportation Board Approval

**Does not** require Transportation Board Approval

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

#### **Project Accounting:**

DocuSigned by: zathleen Mikee 9E9F10973C1Signature

6/19/2019 Date

#### **Director:**

DocuSigned by: Kristina L. Swallow

6/21/2019

C4B612FC2C1Signature

Date

#### Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach:

Yes



Purpose of, and Justification for, Budget Request:

The original 2A for this project was approved 8/30/18 to begin the RFP process. This new 2A is being done to adjust the dollar amount requested for the project based on the final figure that came from negotiations.

This project is to deliver and implement a Right-of-Way (ROW) layer identified as one of the primary and critical data sets required for a fully-functional transportation geographic information system.

#### Scope of Services:

data.

Develop, configure and implement a resource grade ROW dataset in a format to be used in an ESRI Geodatabase.

Develop relevant policies, processes, and procedures for maintaining the ROW dataset in ArcGIS.

Enable users to search for ROW parcels, maps, deeds, agreements, permits etc. Ability to query multiple attributes and create different tools with the ability to search and filter



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

## **MEMORANDUM**

6/26/2019

TO: Robert Nellis, Assistant Director

**FROM:** Al Diaz, Project Manager

SUBJECT: Negotiation Summary for RFP 398-18-067 Revised 313-19-067

A negotiation meeting was held at Carson City, NV on June 10<sup>th</sup>, 2019, with GCR Inc. and Managers of the IT Department members of the Nevada Department of Transportation. The duration of this agreement will be 3 years, ending on August 31, 2022.

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

The following schedule was agreed to by both parties:

Date	Task to be Completed
	Please see attached A & B - Scope of Services

Key personnel dedicated to this project are as follows:

Name	Title
Angele Romig	GCR - VP of Projects
Mona Nosari	GCR - Project Manager
Jeffrey Henkelman	NDOT Business Owner – Mrg 2 – Admin Officer
Margaret Nutt	NDOT Business Owner - Business Process
	Analyst 2

Sub-consultant information is NOT APPLICABLE

Sub-Consultant	Project Description	Agreement No.
There are no sub-consultants being utilized on this Project.		

The DEPARTMENT's original estimate was 18,792 working hours by the service provider and direct expenses of Two Million Six Hundred Thousand and No/Dollars (\$2,600,000.00).

The SERVICE PROVIDER's original estimate Three Million Two Hundred Sixty Thousand One Hundred Eighty-Two and No/Dollars (\$3,260,182.00) including direct labor and expenses based on 6,240 working hours.

The negotiations yielded the following:

- 1. There will be 6,240 total working hours allotted to tasks throughout the course of this agreement at a direct labor cost of Three Million Ninety-Seven Thousand Dollars or (\$3,097,000.00).
- 2. The total negotiated cost for this agreement is Three Million Ninety-Seven Thousand No/Dollars or (\$3,097,000.00).

Reviewed and Approved:

DocuSigned by: C. Nellij 07/18/2019

Assistant Director

#### ATTACHMENT A SCOPE OF SERVICES

#### Scope of Work

The Vendor will deliver and implement a Right-of-Way (ROW) layer identified as one of the primary and critical data sets for a fully functional transportation Geographical Information System (GIS). The Proposer will establish a ROW boundary or ownership, as a dataset in GIS format. The Proposer will provide analysis of existing data and business processes, system software, system and workflow configuration, system maintenance, and as-needed enhancements to the systems and support including consulting and technical services to deliver, host (hosted by Vendor or hosted by DEPARTMENT) and maintain the system to be used by DEPARTMENT staff throughout Nevada.

#### Purpose and Background

Several years ago, the ROW Division was required by the Nevada Legislature to verify and index all state ROW boundaries for state-maintained roadways within Nevada. The information was translated into a MicroStation map format by comparing and compiling map, deed, and agreement data within the DEPARTMENT's historical Document Management System – Application Extender (AX) and Integrated Right-of-Way Information Network (IRWIN). The maps for each section of road were then converted into printable PDF maps that can be distributed and used to fulfill the ROW information requests received from the public, DEPARTMENT Divisions, DEPARTMENT Districts, and other public and government agencies.

The existing compiled set of ROW data resides as marked-up paper maps in hard copy format called Right of Way Verification Files. These maps are updated and maintained by the Right of Way Survey Services (RWSS) Section of the ROW Division. The maps display the ROW separated into the three (3) basic types of ownership using different colored highlighter markings:

- 1. Fee Simple,
- 2. Prescriptive, and
- 3. Easement.

While the maps give a general understanding of where the ROW resides, they are usually depicted as short segments along a route, and each page may or may not have a survey tie or point of reference. Because the maps depict only a short segment at a time, it is difficult to visualize the entire ROW configuration for state-maintained roadways within Nevada.

Currently, all requests for ROW information are being provided to both internal and external DEPARTMENT customers. Depending on the type of request, the ROW staff will utilize a variety of information, including: paper maps, electronic maps and other property information or documents.

#### **Document Management System**

1. Integrated Right-of-Way Information Network (IRWIN)

Integrated Right-of-Way Information Network (IRWIN) is a custom-built system for the ROW Department usage to track their Project involvement, Parcels (Acquisition to Disposal), Property Management (Leases or Licenses), Permits (Revocable, Non-Revocable and Temporary Occupancy) and Outdoor Advertising (ODA). It's a web-based application with an Oracle database. It has some interface with the IFS Financial System and the ApplicationXtender applications.

2. ApplicationXtender (AX)

ApplicationXtender (AX) stores, organizes, and manages documents, files, and other businesscritical information, and provides fast, security-controlled access to information from Microsoft Windows or web-based clients. ApplicationXtender integrates document imaging, reports management, workflow, and document management services within an easy-to-use Windowsbased system.

AX is used by IRWIN to house the documents that are created during the process of issuing a Permit or ODA, procuring the necessary land, leasing, licensing or surplus land for or from a Project. It was owned by the state and not in use until IRWIN decided to use it. It is now being used by multiple sources to house or make the accessibility seamless.

#### Problem Statement

Throughout the DEPARTMENT, there is an immediate need to properly track and maintain the land area in which the DEPARTMENT has a vested interest by mapping the ROW boundary using GIS. Many divisions within the DEPARTMENT have a need to access and review a statewide ROW data layer within a GIS application so they can ensure proper actions are being taken depending on the ownership of the land and the assets or features involved. Examples of the areas and features affected include: material sites, sound walls, utilities, hydraulics, stormwater and more. Without having a ROW data layer, it is difficult to correctly determine responsibilities for actions being taken in and around the areas.

The table below is a summary of data provided by the RWSS Division for the months of January 2016 through August 2016. It depicts the average number of RWSS staff hours spent on ROW Verification Requests using the existing manual paper-based method.

Request Type	Average Number of	Average Hours Per	Staff Hours Spent
	Requests	Request	
Public Requests	26.2	4	104.8
In-House Requests	13.5	4	54.0
ROW Verifications	5.7	8	46.0
(usually from Design)			
Approximate Monthly RWSS Staff Hours January 2016 - August			204.8
2016			

Figure 1. Log of monthly hours spent fulfilling ROW Verification Requests for the months of January 2016 through August 2016.

By utilizing a ROW layer in GIS, it is estimated that the time spent on these requests could be reduced to less than one (1) hour per request, or approximately 57.7 hours per month. This could save 200 staff hours per month for RWSS Section alone.

ROW data is also found in deeds, legal documents, and displayed in CADD format as part of the Plan Sheets for construction projects.

Other DEPARTMENT Divisions that utilize and search for ROW information include:

1. Environmental,	9. ROW Utilities,
2. Stormwater,	10. Permits,
3. Legal,	11. Traffic Operations,
4. Maintenance,	12. Public Information Office,
5. Construction,	13. Materials,
6. Design,	14. Structural,
7. Hydraulics,	15. Safety,
8. Architectural,	16. Planning

An example of a typical project involving ROW research is described in the narrative and in Figure 2 below:

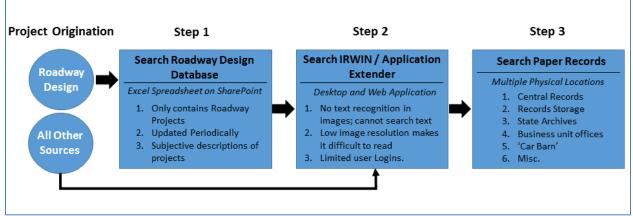


Figure 2: Right-of-Way Research Process showing Issues and Challenges

#### **Goals of the Proposed Systems**

Improve the efficiency of the DEPARTMENT by creating a statewide Resource-grade ROW dataset in ArcGIS format containing the external ROW boundary, along with the areas defining the three (3) primary ROW types:

- 1. Fee Simple,
- 2. Prescriptive, and
- 3. Easement

#### Scope Requirements

#### **Functional Requirements:**

Develop, Configure and Implement a Resources-grade ROW dataset and meet DEPARTMENT's technology standards for GIS. (Refer the GIS Products and Standards section in Exhibit 1 for details) to:

- 1. Create a Resource-grade ROW dataset of the DEPARTMENT's existing ROW in a format to be used in an ESRI Geodatabase.
  - a. Identify relevant sources of data and information and access quality and usage of existing digital and paper sources.
  - b. Research, interpret, and define the DEPARTMENT's ROW based on deeds, resolutions, or any recorded documents containing a legal description, assessor maps, RWSS verification maps, mileposts and any other sources identified as applicable.
  - c. Creation of Resource-grade data points, lines, and polygons defining the three (3) primary ROW types.
    - i. Fee Simple,
    - ii. Prescriptive, and
    - iii. Easement

- d. Develop a transition plan with the DEPARTMENT's Information Technology GIS Team and leading efforts for full implementation into the DEPARTMENT's production environment, viewable for GIS web-based applications. (Refer to Exhibit 1 – General IT Standards for details)
- 2. Develop relevant policies, processes, and procedures for maintaining the ROW dataset in ArcGIS
  - a. Determine the best course of action to develop and maintain a ROW layer, ensure quality mapping, and accommodate future expansion.
  - b. Assist with the creation and implementation of new policies, processes, and procedures for the maintenance of the ROW layer.
  - c. Develop a GIS workflow for maintenance.
- 3. System must be compatible with other ArcGIS versions (preferably ArcGIS Pro) and enable the users to perform the following actions using the ArcGIS tools, including but not limited to:
  - a. Enable users to search for ROW parcels, maps, deeds, agreements, permits, PLSS documents, etc.
  - b. Ability to query multiple attributes, including but not limited to the following Control Section,
    - i. Engineering Authorization (EA) Number,
    - ii. Contract Number,
    - iii. Parcel Number,
    - iv. Bureau of Land Management (BLM) Number,
    - v. Various permit type numbers, and
    - vi. Various interest types (fee, easement, gift, etc.)
  - c. Create different tools with the ability to search and filter data
    - i. Measurement tool for areas (Acres, Hectares, Square. Miles, Square. Kilometers, Square. Feet, Square. Meters, Square. Yards), linear distances (Miles, Kilometers, Feet, Yards, Meters) and Angular measurements (DMS and Decimal degrees).
    - ii. Multiple base map selections (Aerial imagery with and without labels, street map, Topographic, Terrain, National Geographic).
    - iii. Location Tool with ability to find by: Coordinates (datum specifications), PLSS info (Township, Range and Section), Control Section and Milepost (County-System-Route).
    - iv. Interactive map with basic viewing tools, clickable features, boundary type selection and PLSS grid. Plans need to be spatial index and Geo referenced.
  - d. Ability to allow users to update and modify plans and documents.
  - e. Ability to allow users to apply and convert different datums.
  - f. Ability to allow users to print records, maps and documents.
  - g. Import, convert, and migrate any data from existing application/systems or databases. Ability to add fields and change titles for reporting purposes.
- 4. Ability to be used by the DEPARTMENT, public and other government and public entities, similar to GIS applications utilized by various county assessors.
- 5. Integrate and/or Interface with IRWIN, AX and other GIS layers.

\*\*\* Please note that the scope items above do not address the specific data fields that will be required to be transferred over, revised or added as part of the new system. Also, at this time, the extent of the data that will be migrated to each system is not known. – PLEASE SEE Attachment C – Page 23

#### **Non-Functional Requirements:**

Requirements to meet DEPARTMENT's technology standards; e.g. data security, data validation, role-based user access, system administrator functionality. (Refer to Exhibit 1 for details)

1. Performance

Performance Requirements are those that specify static and dynamic numerical requirements placed on the system. These might include any specific items such as number of users supported, hours of operation, and speed of the system itself.

- a. Capacity System shall be capable of handling 500 simultaneous user login sessions without system degradation or slowdown.
- b. Availability System must be available to the internal DEPARTMENT user during extended business hours i.e., Monday Friday, 6:00 pm 6:00 am PST.
- c. Latency System shall have a load response time of less than five (5) seconds for all system requests.
- 2. Security

Security Requirements are those that specify factors that will protect the system from malicious or accidental access, modification, disclosure, destruction or misuse.

- a. System shall provide a staging area for new and updated records.
- b. System shall provide users with the ability to review and approve new and updated records.
- c. All modifications to the database shall be logged by user, date and data changed.
- d. System shall prevent log and archive data from being modified.
- e. System must retain the original state of the data.
- f. Database archive files shall be retained as per DEPARTMENT data retention policies.
- g. System shall be capable of managing user access and system functionality based upon a specific set of user groups and login authentication.
- 3. Data Management

Data Management Requirements specify any information that is to be placed in the database, e.g. types of information, data access rules, data entities and relationships, etc.

- a. System shall allow authorized users to manually override the automatic cumulative calculations.
- b. System shall utilize all standard data validation tools; i.e. formatting, required fields, drop down lists, data type and allowed character check.
- 4. Standards Compliance

Standards Compliance Requirements are those relating to existing Federal, State, Local and DEPARTMENT Standards, policies, regulations or laws. For DEPARTMENT Standards referenced below, see Exhibit 1 – Department Technical Standards.

- a. If proposed solution is intended to be installed within the DEPARTMENTs network, the system shall be designed using a physical 3-tier architecture.
- b. System shall have an ADA-compliant interface (Title 6).
- c. System shall comply with all Local, Federal and State Information Security PSPs, and agency information security standards and requirements.
- d. System shall comply with DEPARTMENT Technical Standards.
- e. All software developed as part of this system must meet DEPARTMENT's software and GIS standards.
- f. DEPARTMENT will have the ownership and authorization for all data within the system.

- 5. Training and Support
  - a. The Vendor will provide training to key personnel on the collection, maintenance, and sharing of the ROW dataset in accordance with developed policies, processes, and procedures referenced in Functional Requirements #2.
  - b. The Vendor will provide an Initial Training and a Post Launch Follow-up Training to the DEPARTMENT staff in using the ROW dataset.
  - c. The Vendor will provide training to DEPARTMENT IT Service Desk staff in using the ROW dataset.
  - d. The Vendor will provide a training manual, user manual, and system administrator manual to the DEPARTMENT as hard copies as well as electronically.
  - e. Training, user, and system administrator manuals may be reproduced by DEPARTMENT as needed via an electronic version from the Vendor. Training manuals will allow DEPARTMENT to train additional operators as needed. User manuals will describe core functionality and how to use the system. System administrator manuals will describe how to perform the administrative tasks necessary for day to day operations.
  - f. The Vendor will perform as-needed training and onsite technical support as requested by the DEPARTMENT Project Manager.
  - g. All trainings will be held at the DEPARTMENT facilities located in Carson City.

#### INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

#### **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

**Business Entity Type** – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

*Corporate/Business Address, Business Telephone, Business Fax, and Email* – Enter the street address, telephone and fax numbers, and email of the named business entity.

*Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email* – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

*List of Owners/Officers* – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name – Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

Page 1 of 5

## **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

#### 1. Business Entity Type (Please select one)

Sole Proprietorship Partnership Limited Liability Company Corporation Trust Non-Profit Organization Other

2. Are you a publicly-traded corporation? OYes O No

3.	Number of Nevada Resident	s Employed (Do Not Leave Blank):
----	---------------------------	----------------------------------

4. Corporate/Business Entity Name (Include d.b.a., if applicable):

GCR Inc.

5.	Cor	porate/Business	Entity	Street	Address:	
----	-----	-----------------	--------	--------	----------	--

Street Address:	Website:
2021 Lakeshore Drive, Suite 500	www.gcrinc.com
City, State and Zip Code:	Point of Contact Name:
New Orleans, LA 70122	Angele C. Romig
Telephone and Fax No.	Email:
(504) 304-2500/(504) 304-2525-fax	aromig@gcrinc.com

1

#### 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:
123 West Nye Lane	www.gcrinc.com
City, State and Zip Code:	Point of Contact Name:
Carson City, NV 89706	Angele C. Romig
Local Telephone and Fax No.	Email:
N/A	aromig@gcrinc.com

#### 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
N/A		
	4 PC	
	1	

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

REVISED 3/25/2019

Page 3 of 5

### **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

#### **Purpose:**

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

*Consanguinity* is a relationship by blood.

Affinity is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

Yes No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

∐Yes √No

REVISED 3/25/2019

Page 4 of 5

Agreements for Approval Over \$300,000 Page 153 of 278

#### List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION
N/A			-

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.

Aneco	Angele C. Romig
Signature	Print Name
<b>Executive Vice President</b>	5/22/19
Title	Date
For NDOT Use Only:	
If any Disclosure of Relationship is noted above, pla	ease complete the following:
Yes No Is the NDOT employee(s) noted above	e involved in the contracting/selection process for this particular item?
Yes No Is the NDOT employee(s) noted abov	e involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name Authorized NDOT Representative

REVISED 3/25/2019

Page 5 of 5

# Line Item 9

4

		092-19-016
•	uest to Solicit Services and Budget ments for time extensions (time only) do r	•••••
× Initial Budget Request	Request for Amendment #:	Agreement #:
If Amendment, name of Compai	ny:	
Project ID #(s): <u>None</u>		
Type of Services: Maintenance	and repair of ITS devices statewide	
Originated by: <u>Kevin Maxwell</u>	Division: Traffic Ops	Date Originated: 1/24/2019
Division Head/District Engineer:	Denise Inda	
Budget Category #: 06	Object #: <u>813U</u>	Organization #: <u>C016</u>
Estimated Cost: <u>\$7,570,000</u>	Type of Funding: <u>State</u>	% of Fund: <u>100</u>
Funding Notes:		State Fiscal Year(s): 2020 through 2023
Total FY20 = \$1.84M (D1 \$410	0K, D2 \$815K, D3 \$615K); Total FY2	<u>1=\$1.87M (D1 \$415K, D2</u>
\$830K, D3 \$625K); Total FY22	<u>2 \$1.91M (D1 \$425K, D2 \$850K, D3 \$</u>	\$635K); Total FY23 \$1.95M
(D1 \$430K, D2 \$870K, D3 \$65	<u>0K)</u>	
Financial Management:		

## Downs Sputs 1/27/2019 BA78D93AD71Sitynature Date

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

### **Project Accounting:**

— DocuSigned by: Norfa Lanuza

1/29/2019

-3BAB63AE020 Signature

Date

#### **Director:**

**Requires Transportation Board Presentation** 

 $^{\rm X}$  Does not require Transportation Board presentation

DocuSigned by: ky y.l. C4C7CE5CD589ignature

1/29/2019 Date

#### Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach: No

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

Intelligent Transportation System (ITS) infrastructure is deployed statewide to support traffic management, traveler information, incident management, and inter-agency communications. Preventative maintenance and immediate response to damage and outages are critical to keep the state's ITS infrastructure operational. Ongoing maintenance needs, failure prevention management and repair requirements for these devices exceed the districts' available resources. The Traffic Operations division is requesting approval to solicit consultant services support using the RFP process. One or more firms will be selected to provide service to each of the three districts. The amount of funding assigned to each district for each year is based on the quantity of ITS devices, structures and connections installed in each district. The increases per year are based on anticipated system expansion, increased material costs and advances in technology.

#### Scope of Services:

These services will be used to maintain the department's growing ITS infrastructure and associated electrical systems statewide. These services will include locating, evaluating, and certifying proper functions; troubleshooting malfunctions; managing preventative maintenance; and repairing, removing and replacing ITS and associated electrical systems. ITS includes an expanding inventory of equipment such as message signs, CCTV cameras, flow detectors, ramp meters, weather information sites, wrong way driver systems, flashing beacons, fiber optic network (including hub facilities), and wireless networks statewide.

The scope of services will be for three contracts, one in each district and shall consist of consultant staff and equipment on an on-call basis for the preventative maintenance and emergency maintenance of ITS, communications, and associated electrical systems statewide. The scope of the work needed will be specified and coordinated through each district with some assistance from the Traffic Operations Division. Each of the contracts will be managed by the respective districts.

092-19-016



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

## **MEMORANDUM**

July 17, 2019

TO: Cole Mortensen, Assistant Director

**FROM:** Kevin Maxwell, Principal Engineer, Traffic Operations

**SUBJECT:** Negotiation Summary for RFP 092-19-016 Maintenance and Repair of ITS Devices in District 1

Communications began after June 18, 2019 and continued until the final negotiation meeting on July 15, 2019 via teleconference with John Grant and Jonny Turner of The Narwhal Group and Kevin Maxwell, Michael Yates, Michelle Castro and Jennifer Manubay of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DBE goal for this agreement has been established at Two percent (2%).

This duration of this agreement will be approximately 4.5 years, ending on December 31, 2023.

The scope of services that were provided by Narwhal was reviewed, changes were made to accommodate everyone's needs. The final scope of services was agreed to by all parties (See attachment A, Scope of Services).

This is an on-call service contract for FY 2020 through FY 2023. Work will be assigned to the service provider throughout the years using task orders.

Key personnel dedicated to this project are as follows:

John Grant, P.E., Managing Partner	The Narwhal Group
Jennifer Manubay, P.E., Manager 1	District 1, NDOT

The Department has appropriated \$410,000 for FY 2020, \$415,000 for FY 2021, \$425,000 for FY 2022 and \$430,000 for FY 2023 totaling \$1,680,000 for this agreement. The tasks will be assigned per the District's needs as outlined in the Scope of Services.

The Narwhal Group's original cost proposal was revised during negotiations to accommodate additional staffing and equipment that may be needed during this agreement (See attachment B, Price Proposal).

The negotiations yielded the following:

- 1. Hourly rates for personnel and equipment were considered reasonable and accepted. Personnel overtime hourly rates were also considered reasonable and accepted.
- This will be a (4) year contract where new tasks cannot be added past June 30, 2023. Work can proceed on established tasks from July 31, 2023 up to and including December 31, 2023. Final invoices for work through December 31, 2023 should be processed by the end of January 2024.

3. Liquidated Damages (LD's) were discussed and it was agreed that \$1,500.00 per occurrence will be assessed for failure to show up or be prepared to perform a task as agreed to between the DEPARTMENT and Narwhal.

Reviewed and Approved:

— DocuSigned by: Cole Mortensen

07/18/2019

Assistant4Director



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

## **MEMORANDUM**

July 17, 2019

TO: Cole Mortensen, Assistant Director

**FROM:** Kevin Maxwell, Principal Engineer, Traffic Operations

**SUBJECT:** Negotiation Summary for RFP 092-19-016 Maintenance and Repair of ITS Devices for District 2

Communications began after June 18, 2019 and continued until the final negotiation meeting on July 15, 2019 via teleconference with David Ludwig, David Newman and Rich Hoke of Digital Traffic Systems, Inc. (DTS) and Kevin Maxwell, Alex Wolfson, and Don Hilton of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DBE goal for this agreement has been established at Two percent (2%).

This duration of this agreement will be approximately 4.5 years, ending on December 31, 2023.

The scope of services that were provided by DTS was reviewed, changes were made to accommodate everyone's needs. The final scope of services was agreed to by all parties (See attachment A, Scope of Services).

This is an on-call service contract for FY 2020 through FY 2023. Work tasks will be defined between the DEPARTMENT and DTS throughout the years using task orders.

Key personnel dedicated to this project are as follows:

David Ludwig, Director, ITS Programs.....DTS Alexander Wolfson, Professional Engineer.....District 2, NDOT

The Department has appropriated \$815,000 for FY 2020, \$830,000 for FY 2021, \$850,000 for FY 2022 and \$870,000 for FY 2023 totaling \$3,365,000 for this agreement. The tasks will be assigned per the District's needs as outlined in the Scope of Services.

DTS's original cost proposal was revised during negotiations to accommodate staffing, equipment and parts procurement and specialty subcontractors that may be needed during this agreement (See attachment B, Price Proposal).

The negotiations yielded the following:

- 1. Hourly rates for personnel and equipment were considered reasonable and accepted. Personnel overtime hourly rates were also considered reasonable and accepted.
- 2. A parts procurement rate of fee +12%, a specialty subcontractor service for maintenance of traffic rate of cost +12%, and a specialty subcontractor service for civil construction rate of cost +12% were negotiated and agreed upon.

- 3. This will be a (4) year contract where new tasks cannot be added past June 30, 2023. Work can proceed on established tasks from July 1, 2023 up to and including December 31, 2023. Final invoices for work through December 31, 2023 should be processed by the end of January 2024.
- 4. Liquidated Damages (LD's) were discussed and it was agreed that \$1,500.00 per occurrence will be assessed for failure to show up or be prepared to perform a task as agreed to between the DEPARTMENT and DTS.

Reviewed and Approved:

-Docusigned by: Cole Mortensen 07/18/2019

Assistant4Director



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

## **MEMORANDUM**

July 17, 2019

TO: Cole Mortensen, Assistant Director

**FROM:** Kevin Maxwell, Principal Engineer, Traffic Operations

**SUBJECT:** Negotiation Summary for RFP 092-19-016 Maintenance and Repair of ITS Devices in District 3

Communications began after June 18, 2019 and continued until the final negotiation meeting on July 15, 2019 via teleconference with John Grant and Jonny Turner of The Narwhal Group and Kevin Maxwell, Boyd Ratliff, Mark Pate, and Gregg Thompson of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DBE goal for this agreement has been established at Two percent (2%).

This duration of this agreement will be 4.5 years, ending on December 31, 2023.

The scope of services that were provided by Narwhal was reviewed, changes were made to accommodate everyone's needs. The final scope of services was agreed to by all parties (See attachment A, Scope of Services).

This is an on-call service contract for FY 2020 through FY 2023. Work tasks will be assigned to the service provider throughout the years using task orders.

Key personnel dedicated to this project are as follows:

John Grant, P.E., Managing Partner	The Narwhal Group
Sandra Spencer, Program Officer	District 1, NDOT

The Department has appropriated \$615,000 for FY 2020, \$625,000 for FY 2021, \$635,000 for FY 2022 and \$650,000 for FY 2023 totaling \$2,525,000 for this agreement. The tasks will be assigned per the District's needs as outlined in the Scope of Services.

The Narwhal Group's original cost proposal was revised during negotiations to accommodate additional staffing and equipment that may be needed during this agreement (See attachment B, Price Proposal).

The negotiations yielded the following:

- 1. Hourly rates for personnel and equipment were considered reasonable and accepted. Personnel overtime hourly rates were also considered reasonable and accepted.
- This will be a (4) year contract where new tasks cannot be added past June 30, 2023. Work can proceed on established tasks from July 31, 2023 up to and including December 31, 2023. Final invoices for work through December 31, 2023 should be processed by the end of January 2024.

3. Liquidated Damages (LD's) were discussed and it was agreed that \$1,500.00 per occurrence will be assessed for failure to show up or be prepared to perform a task as agreed to between the DEPARTMENT and Narwhal.

Reviewed and Approved:

—Docusigned by: Cole Mortensen

07/18/2019

Assessistanne Director

#### District 1 – Narwhal, ATTACHMENT A SCOPE OF SERVICES

The general scope of services will cover two areas of specialized work:

**Technical Operational Support:** Consists of assisting the Department with general preventative and corrective maintenance, updates and enhancements of the Department's systems including but not limited to intelligent transportation systems (ITS), lighting or electrical field assets.

**On-Demand Technical Support:** Consists of the repair of ITS, lighting or electrical field assets damaged by crashes or other incidents that result in malfunction or failure.

Service Providers' (SP) scope of services will include:

1) Providing on-demand technical and operational support including maintenance, repair, life-cycle replacement, preventative maintenance and elective maintenance upgrades of ITS, lighting or electrical field assets, as assigned. SP will provide qualified staff, equipped with vehicles and tools, to the Department capable of performing maintenance of CCTV cameras, DMS, HAR, flashing beacons, ITS cabinets, RWIS, wind warning systems, ramp meters, hub buildings, operation centers, wrong way driver systems, communications systems (both fiber optic and wireless), electrical systems, roadway lighting, and any additional equipment used to support the operation of intelligent roadway systems.

Work associated with this contract shall be conducted within an approved task order, signed/authorized by the Department's District Engineer or their designee. Each task shall have a written scope, budget, schedule, deliverables and written authorization agreed to by SP and the Department.

The payment method will be agreed to and documented within each task order and may include:

- a. Fully loaded fixed hourly rates proposed and accepted, attached hereto, and with a maximum task budget or maximum hours allowed by labor category specified within the task order.
- b. Firm fixed price negotiated for each task.
- c. Payment milestone-based task orders.
- d. A combination of attributes listed above, as negotiated for each task.
- 2) SP's services available under the contract are further defined to include the following, as needed and as assigned by the Department:
  - a. An initial task order for minimum of six (6) month duration for preventative maintenance (PM) work for field sites, devices and subsystems (e.g. solar power systems), extendable or renewable for future rounds of PM within the overall a contract term at the Department's discretion.
    - i. Troubleshooting, maintenance and repair of electrical and/or electronic systems.
    - ii. SP availability:
      - 1. SP staff will be available as required to respond to crashes/incidents.
      - Any overtime justified will be negotiated with NDOT as required and/or dictated by events/workload.

- iii. Maintenance of warning flashers (railroad, pedestrian, etc.) by personnel certified as IMSA Signal Technician Level II or higher.
- iv. Locating and marking of NDOT and privately owned underground utilities.
- v. Development of as-built documentation.
- vi. Inventorying and labeling of field assets.
- vii. Communications systems maintenance and repair, such as fiber optic splicing.
- viii. Repair/replacement of RWIS field devices, including in-pavement sensors.
- ix. Re-lamping of lighting and/or signal assets.
- x. Development and implementation of traffic control plans, by qualified ATSSA certified personnel.
- xi. Procurement of replacement parts and/or manufacturer's factory repair of existing NDOT parts, at cost plus the predetermined markup defined herein (x%) to perform the work assigned under each task order, e.g. maintenance and repairs.
- xii. Pulling conductors through conduit raceway, existing or installed by others.
- xiii. Aiding the Department on ITS technology updates and enhancements on an as needed basis.
- xiv. Replacement, modification, upgrade, removal or addition of assets as directed by the Department.
- xv. Identify and hire specialty subcontractors to perform services as needed and as requested by the Department to facilitate the performance of work under this contract, e.g. maintenance of traffic, foundation installation, excavation, structures replacement/repair, etc.
- xvi. Other technical services as may be assigned.
- b. It is further understood that the following conditions will apply to SP's work, as appropriate:
  - i. SP shall provide extensive cooperating with the NDOT's (agreement coordinator's name and title) or their designee, and other stakeholders as required by specific tasks.
  - ii. SP shall be responsible to fulfill the requirements of any task orders issued within budget and on time, based on the schedule outlined in the task order, unless modified though mutual, written agreement.
  - iii. Work order response, including all necessary data entry, will be managed through NDOT's Mobile MMS, utilizing mobile devices furnished by SP and software system, credentials and virtual access furnished by the Department.
  - iv. Logging of all cabinet entries on physical sign-in sheets at each site.
  - v. SP shall submit regular documentation of work performed and progress as it relates to each task. This may include daily reports.
  - vi. SP shall exclusively assign personnel with appropriate credentials and who meet all NDOT background check requirements.
- 3) Repair of Damage by Others or Force Majeure
  - a. This contract will also provide, on an as needed basis, repair of ITS devices damaged by crashes or incidents. In a timely manner, NDOT and SP shall work on a repair strategy and NDOT will issue a task order for repair or replacement of ITS field equipment that is damaged as a result of an crash or incident, this will include but is not limited to RWIS sites, DMS signs, CCTV cameras, flow detectors, loop detectors, ITS cabinets, HAR, flashing chain control signs, beacon signs, ramp meters, fiber optic network, fiber hut

buildings, power systems, communication systems, solar power systems, roadway lighting systems, and any additional equipment used to support the operation of intelligent roadway systems. This work will include any additional repairs or infrastructure needed to restore the site to pre-crash/pre-incident operating condition such as poles, guard or barrier rail, and pull boxes.

 SP's services defined herein will be provided for the Department's District (HQ Location). Additional work, including work outside of the district, may be added to this contract by task order with similar scope.

#### District 2 – DTS, ATTACHMENT A SCOPE OF SERVICES

The general scope of services will cover two areas of specialized work:

**Technical Operational Support:** Consists of assisting the Department with general preventative and corrective maintenance, updates and enhancements of the Department's systems including but not limited to intelligent transportation systems (ITS), lighting or electrical field assets.

**On-Demand Technical Support:** Consists of the repair of ITS, lighting or electrical field assets damaged by crashes or other incidents that result in malfunction or failure.

Service Providers' (SP) scope of services will include:

1) Providing on-demand technical and operational support including maintenance, repair, life-cycle replacement, preventative maintenance and elective maintenance upgrades of ITS, lighting or electrical field assets, as assigned. SP will provide qualified staff, equipped with vehicles and tools, to the Department capable of performing maintenance of CCTV cameras, DMS, HAR, flashing beacons, ITS cabinets, RWIS, wind warning systems, ramp meters, hub buildings, operation centers, wrong way driver systems, communications systems (both fiber optic and wireless), electrical systems, roadway lighting, and any additional equipment used to support the operation of intelligent roadway systems.

Work associated with this contract shall be conducted within an approved task order, signed/authorized by the Department's District Engineer or their designee. Each task shall have a written scope, budget, schedule, deliverables and written authorization agreed to by SP and the Department.

The payment method will be agreed to and documented within each task order and may include:

- a. Fully loaded fixed hourly rates proposed and accepted, attached hereto, and with a maximum task budget or maximum hours allowed by labor category specified within the task order.
- b. Firm fixed price negotiated for each task.
- c. Payment milestone-based task orders.
- d. A combination of attributes listed above, as negotiated for each task.
- 2) SP's services available under the contract are further defined to include the following, as needed and as assigned by the Department:
  - a. An initial task order for minimum of six (6) month duration for preventative maintenance (PM) work for field sites, devices and subsystems (e.g. solar power systems), extendable or renewable for future rounds of PM within the overall a contract term at the Department's discretion.
    - i. Troubleshooting, maintenance and repair of electrical and/or electronic systems.
    - ii. Work Hours:
      - 1. SP staff will report to NDOT office to receive work assignments, parts, etc.
      - 2. A 40-hour workweek is anticipated, during standard daytime business hours, e.g. 8AM 4:30PM

- 3. SP staff will be available after standard work hours as required to respond to crashes/incidents.
- 4. Authorization for overtime will be issued by NDOT as required and/or dictated by events/workload.
- iii. Maintenance of warning flashers (railroad, pedestrian, etc.) by personnel certified as IMSA Signal Technician Level II or higher.
- iv. Locating and marking of NDOT and privately owned underground utilities.
- v. Development of as-built documentation.
- vi. Inventorying and labeling of field assets.
- vii. Communications systems maintenance and repair, such as fiber optic splicing.
- viii. Repair/replacement of RWIS field devices, including in-pavement sensors.
- ix. Re-lamping of lighting and/or signal assets.
- x. Development and implementation of traffic control plans, by qualified ATSSA certified personnel.
- Procurement of replacement parts and/or manufacturer's factory repair of existing NDOT parts, at cost plus the predetermined markup defined herein (x%) to perform the work assigned under each task order, e.g. maintenance and repairs.
- xii. Pulling conductors through conduit raceway, existing or installed by others.
- xiii. Aiding the Department on ITS technology updates and enhancements on an as needed basis.
- xiv. Replacement, modification, upgrade, removal or addition of assets as directed by the Department.
- xv. Identify and hire specialty subcontractors to perform services as needed and as requested by the Department to facilitate the performance of work under this contract, e.g. maintenance of traffic, foundation installation, excavation, structures replacement/repair, etc.
- xvi. Other technical services as may be assigned.
- b. It is further understood that the following conditions will apply to SP's work, as appropriate:
  - i. SP shall provide extensive cooperating with the NDOT's (agreement coordinator's name and title) or their designee, and other stakeholders as required by specific tasks.
  - ii. SP shall be responsible to fulfill the requirements of any task orders issued within budget and on time, based on the schedule outlined in the task order, unless modified though mutual, written agreement.
  - iii. Work order response, including all necessary data entry, will be managed through NDOT's Mobile MMS, utilizing mobile devices furnished by SP and software system, credentials and virtual access furnished by the Department.
  - iv. Logging of all cabinet entries on physical sign-in sheets at each site.
  - v. SP shall submit regular documentation of work performed and progress as it relates to each task. This may include daily reports.
  - vi. SP shall exclusively assign personnel with appropriate credentials and who meet all NDOT background check requirements.
- 3) Repair of Damage by Others or Force Majeure
  - a. This contract will also provide, on an as needed basis, repair of ITS devices damaged by crashes or incidents. In a timely manner, SP shall repair any ITS field equipment that is

damaged as a result of an crash or incident, this will include but is not limited to RWIS sites, DMS signs, CCTV cameras, flow detectors, loop detectors, ITS cabinets, HAR, flashing chain control signs, beacon signs, ramp meters, fiber optic network, fiber hut buildings, power systems, communication systems, solar power systems, roadway lighting systems, and any additional equipment used to support the operation of intelligent roadway systems. This work will include any additional repairs or infrastructure needed to restore the site to pre-crash/pre-incident operating condition such as poles, guard or barrier rail, and pull boxes.

- b. The Department will guarantee payment for repair/restoration of field assets. When there is a Responsible Party (RP), SP will be responsible to negotiate payment through the RP or its representative (e.g. insurance provider) for repair/restoration costs.
- c. At the request of the Department, in order to facilitate the submittal of a single claim to the RP or its representative for all damages to the Department's assets, SP may be invoiced by the Department for all costs incurred by the Department associated with the incident, and SP will subsequently negotiate payment through\ the RP or its representative for all combined costs incurred by the Department and SP associated with the incident.
- d. When there is no evident RP, or if the SP's good faith efforts do not secure payment through the RP or its representative within ninety (90) calendar days of invoice submittal to the RP, the Department will pay for any balance due to SP. Redundant amounts collected by SP after 90 days from the invoice date will be issued to the Department via credit against monthly invoicing.
- SP's services defined herein will be provided for the Department's District (HQ Location). Additional work, including work outside of the district, may be added to this contract by task order with similar scope.

#### District 3 – Narwhal, ATTACHMENT A SCOPE OF SERVICES

The general scope of services will cover two areas of specialized work:

**Technical Operational Support:** Consists of assisting the Department with general preventative and corrective maintenance, updates and enhancements of the Department's systems including but not limited to intelligent transportation systems (ITS), lighting or electrical field assets.

**On-Demand Technical Support:** Consists of the repair of ITS, lighting or electrical field assets damaged by crashes or other incidents that result in malfunction or failure.

Service Providers' (SP) scope of services will include:

1) Providing on-demand technical and operational support including maintenance, repair, life-cycle replacement, preventative maintenance and elective maintenance upgrades of ITS, lighting or electrical field assets, as assigned. SP will provide qualified staff, equipped with vehicles and tools, to the Department capable of performing maintenance of CCTV cameras, DMS, HAR, flashing beacons, ITS cabinets, RWIS, wind warning systems, ramp meters, hub buildings, operation centers, wrong way driver systems, communications systems (both fiber optic and wireless), electrical systems, roadway lighting, and any additional equipment used to support the operation of intelligent roadway systems.

Work associated with this contract shall be conducted within an approved task order, signed/authorized by the Department's District Engineer or their designee. Each task shall have a written scope, budget, schedule, deliverables and written authorization agreed to by SP and the Department.

The payment method will be agreed to and documented within each task order and may include:

- a. Fully loaded fixed hourly rates proposed and accepted, attached hereto, and with a maximum task budget or maximum hours allowed by labor category specified within the task order.
- b. Firm fixed price negotiated for each task.
- c. Payment milestone-based task orders.
- d. A combination of attributes listed above, as negotiated for each task.
- 2) SP's services available under the contract are further defined to include the following, as needed and as assigned by the Department:
  - a. An initial task order for minimum of six (6) month duration for preventative maintenance (PM) work for field sites, devices and subsystems (e.g. solar power systems), extendable or renewable for future rounds of PM within the overall a contract term at the Department's discretion.
    - i. Troubleshooting, maintenance and repair of electrical and/or electronic systems.
    - ii. SP availability:
      - 1. SP staff will be available as required to respond to crashes/incidents.
      - 2. Any overtime justified will be negotiated NDOT as required and/or dictated by events/workload.

- iii. Maintenance of warning flashers (railroad, pedestrian, etc.) by personnel certified as IMSA Signal Technician Level II or higher.
- iv. Locating and marking of NDOT and privately owned underground utilities.
- v. Development of as-built documentation.
- vi. Inventorying and labeling of field assets.
- vii. Communications systems maintenance and repair, such as fiber optic splicing.
- viii. Repair/replacement of RWIS field devices, including in-pavement sensors.
- ix. Re-lamping of lighting and/or signal assets.
- x. Development and implementation of traffic control plans, by qualified ATSSA certified personnel.
- xi. Procurement of replacement parts and/or manufacturer's factory repair of existing NDOT parts, at cost plus the predetermined markup defined herein (x%) to perform the work assigned under each task order, e.g. maintenance and repairs.
- xii. Pulling conductors through conduit raceway, existing or installed by others.
- xiii. Aiding the Department on ITS technology updates and enhancements on an as needed basis.
- xiv. Replacement, modification, upgrade, removal or addition of assets as directed by the Department.
- xv. Identify and hire specialty subcontractors to perform services as needed and as requested by the Department to facilitate the performance of work under this contract, e.g. maintenance of traffic, foundation installation, excavation, structures replacement/repair, etc.
- xvi. Other technical services as may be assigned.
- b. It is further understood that the following conditions will apply to SP's work, as appropriate:
  - i. SP shall provide extensive cooperating with the NDOT's (agreement coordinator's name and title) or their designee, and other stakeholders as required by specific tasks.
  - ii. SP shall be responsible to fulfill the requirements of any task orders issued within budget and on time, based on the schedule outlined in the task order, unless modified though mutual, written agreement.
  - iii. Work order response, including all necessary data entry, will be managed through NDOT's Mobile MMS, utilizing mobile devices furnished by SP and software system, credentials and virtual access furnished by the Department.
  - iv. Logging of all cabinet entries on physical sign-in sheets at each site.
  - v. SP shall submit regular documentation of work performed and progress as it relates to each task. This may include daily reports.
  - vi. SP shall exclusively assign personnel with appropriate credentials and who meet all NDOT background check requirements.
- 3) Repair of Damage by Others or Force Majeure
  - a. This contract will also provide, on an as needed basis, repair of ITS devices damaged by crashes or incidents. In a timely manner, SP shall repair any ITS field equipment that is damaged as a result of an crash or incident, this will include but is not limited to RWIS sites, DMS signs, CCTV cameras, flow detectors, loop detectors, ITS cabinets, HAR, flashing chain control signs, beacon signs, ramp meters, fiber optic network, fiber hut buildings, power systems, communication systems, solar power systems, roadway

lighting systems, and any additional equipment used to support the operation of intelligent roadway systems. This work will include any additional repairs or infrastructure needed to restore the site to pre-crash/pre-incident operating condition such as poles, guard or barrier rail, and pull boxes.

- b. The Department will guarantee payment for repair/restoration of field assets. When there is a Responsible Party (RP), SP will be responsible to negotiate payment through the RP or its representative (e.g. insurance provider) for repair/restoration costs.
- c. At the request of the Department, in order to facilitate the submittal of a single claim to the RP or its representative for all damages to the Department's assets, SP may be invoiced by the Department for all costs incurred by the Department associated with the incident, and SP will subsequently negotiate payment through\ the RP or its representative for all combined costs incurred by the Department and SP associated with the incident.
- d. When there is no evident RP, or if the SP's good faith efforts do not secure payment through the RP or its representative within ninety (90) calendar days of invoice submittal to the RP, the Department will pay for any balance due to SP. Redundant amounts collected by SP after 90 days from the invoice date will be issued to the Department via credit against monthly invoicing.
- SP's services defined herein will be provided for the Department's District (HQ Location). Additional work, including work outside of the district, may be added to this contract by task order with similar scope.

#### INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

#### **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

*Business Entity Type* – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

*Business Name (include d.b.a., if applicable)* – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

*Corporate/Business Address, Business Telephone, Business Fax, and Email* – Enter the street address, telephone and fax numbers, and email of the named business entity.

*Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email* – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

## Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

*List of Owners/Officers* – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name – Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

### **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

#### 1. Business Entity Type (Please select one)

- Sole Proprietorship Partnership Limited Liability Company Corporation Trust Non-Profit Organization Other
- 2. Are you a publicly-traded corporation? OYes & No
- 3. Number of Nevada Residents Employed (Do Not Leave Blank):



#### 4. Corporate/Business Entity Name (Include d.b.a., if applicable):

Narwhal Met LLC (d.b.a., The Narwhal Group)

#### 5. Corporate/Business Entity Street Address:

Street Address:	Website:		
1950 S 900 W, N-1	www.narwhalgroup.com		
City, State and Zip Code:	Point of Contact Name:		
Salt Lake City, UT 84104-1762	John Grant		
Telephone and Fax No.	Email:		
385 231-1179	jgrant@narwhalgroup.com		

#### 6. Nevada Local Business Street Address (If different from above):

Street Address: 7575 Lighthouse Lane	Website:
City, State and Zip Code:	Point of Contact Name:
Reno, NV 89511	Jared Spratley
Local Telephone and Fax No.	Email:
775-997-5494	jspratley@narwhalgroup.com

#### 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
John Grant	Partner	33.33
Jonathan Turner	Partner	33.33
John Amidon	Partner	33.33

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

#### **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

#### Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

*Consanguinity* is a relationship by blood.

*Affinity* is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

Yes XNo

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

Yes XNo

#### List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION
N/A			

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form. DocuSigned by:

Sigencellape1FD4FE... Managing Partner John Grant

Print Name 7/11/2019

Title

Date

#### For NDOT Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?

Yes No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

DocuSigned by: Nem AN

STEGTPOLE QARADAD3..

Kevin A. Maxwell

Print Name Authorized NDOT Representative

#### INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

#### **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

*Business Entity Type* – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

*Corporate/Business Address, Business Telephone, Business Fax, and Email* – Enter the street address, telephone and fax numbers, and email of the named business entity.

*Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email* – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

## Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

*List of Owners/Officers* – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name – Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

### **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

#### 1. Business Entity Type (Please select one)

Sole Proprietorship Partnership Limited Liability Company Corporation Trust Non-Profit Organization Other

2. Are you a publicly-traded corporation? OYes & No

3.	Number of Nevada Residents Employed (Do Not Leave Blank):	ľ
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#### 4. Corporate/Business Entity Name (Include d.b.a., if applicable):

Digital Traffic Systems, Inc.

5. Corporate/Business Entity Street Address:		
Street Address:	Website:	
6020 Academy Rd NE, Suite 202	www.digitaltrafficsystems.com	
City, State and Zip Code:	Point of Contact Name:	
Albuquerque, NM 87109	Andrew Kamm	
<b>Telephone and Fax No.</b>	Email:	
505.881.4470 505.881.4483	Andrew.Kamm@digitaltrafficsystems.com	

#### 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:
1455 Deming Way, #31	www.digitaltrafficsystems.com
City, State and Zip Code:	Point of Contact Name:
Sparks, NV 89431	Andrew Kamm
Local Telephone and Fax No.	Email:
505.881.4470 505.881.4483	Andrew.Kamm@digitaltrafficsystems.com

#### 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
Sole Shareholder	100%
n Proce	CC
TI FIOCE	
	Sole Shareholder

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

#### **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

#### Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

*Consanguinity* is a relationship by blood.

*Affinity* is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

Yes XNo

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

Yes XNo

#### List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION
N/A			

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.

Docusigned by:	Joseph G. Ferguson
Joseph G. Ferguson	Th Drododd
Signatene 4FE	Print Name
Secretary	7/16/19
Title	Date
For NDOT Use Only:	
If any Disclosure of Relationship is note	ed above, please complete the following:
Yes No Is the NDOT employee(s	) noted above involved in the contracting/selection process for this particular item?
Yes No Is the NDOT employee(s	) noted above involved in any way with the business in performance of the contract?
Notes/Comments:	

DocuSigned by: Sem A Mie

Signation of the second second

Kevin A. Maxwell

Print Name Authorized NDOT Representative

# Line Item 10

Agreements for Approval Over \$300,000 Page 183 of 278

702-18-802 REVISED

•	ts for time extensions (time only) do n	
× Initial Budget Request	Request for Amendment #:	Agreement #:
If Amendment, name of Company:		
Project ID #(s): <u>N/A</u>		
Type of Services: <u>Project Prioritiza</u>	tion and Management for One Ne	vada
Originated by: Melissa Chandler	Division: Fed Prgrm Mgmt	Date Originated: 7/12/2019
Division Head/District Engineer: M	ark Costa	
Budget Category #: <u>B006</u>	Object #: <u>814U</u>	Organization #: C802
Estimated Cost: <u>\$1,536,000.00</u>	Type of Funding: Federal	% of Fund: <u>80% / 20%</u>
Funding Notes:		State Fiscal Year(s): 2020-2022
Revision to original 2a (attached)		Agreement
number 702-18-802 SPR - Task 6	001 Activity 3980 Cost Breakout	Attached Total =
\$1,536,000.00 Federal 80%=	\$1,228,800.00 Match 20%	=\$307,200.00

#### **Financial Management:**

M

SK

DocuSigned by: 7/16/2019 Donna Spelts 8A78D93AD71Signature Date

**Requires Transportation Board Approval** 

x **Does not** require Transportation Board Approval

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

#### **Project Accounting:**

DocuSigned by: bleen Mekee

9E9F10973C1Signature

7/16/2019 Date

#### **Director:**

DocuSigned by: kristina I., Swallow C4B612FC2C1Signature

7/16/2019 Date

#### Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach:

Yes



Purpose of, and Justification for, Budget Request:

The One Nevada Plan has developed a foundational start to moving project development into a performance-based direction. This process is a continuing effort. Further development of useful tools and procedures will afford the plan its needed details to become more effective.

#### Scope of Services:

- 1) Prioritization refinement
- 2) Project/Need generation
- 3) Data Requirements
- 4) Planning Level Scoping



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

#### MEMORANDUM

July 11, 2019

TO: Sondra Rosenberg, Assistant Director

**FROM:** Kevin Verre, Project Manager

**SUBJECT:** Negotiation Summary for RFP 702-18-802 Development and Refinement of the Prioritization Process for One Nevada Plan

A negotiation meeting was held at the Nevada Department of Transportation Headquarters Building in Carson City, Nevada on June 14th with Candice De (Jacobs), Mara Campbell (Jacobs), Bardia Nezhati (Parametrix), Evan Enarson-Hering (Cambridge Systematics) and Dan Andersen (Cambridge Systematics), along with Kevin Verre, Tim Mueller, William (Bill) Story of the Nevada Department of Transportation (DEPARTMENT) in attendance.

During scoping discussions, the Department also had in attendance Kristina Swallow (Director), Sondra Rosenberg (Assistant Director, Planning), and Mark Costa (Chief, Planning).

This duration of this agreement will be 3 years, ending on August 31, 2022.

The scope of services that are to be provided by the SERVICE PROVIDER was reaffirmed by both parties at the outset. The master services agreement scope is as follows:

 Project Management – The purpose of this task is to manage the project ensuring that scope, schedule, and budget are monitored and communicated between the consultant and NDOT.

Jacobs will be responsible for overall project management, and Cambridge and Parametrix will be responsible for their firm's management.

- a) Develop a project schedule with milestone dates. Update the project schedule throughout the duration of the project, identifying critical path items.
- b) Conduct standing team meetings that are biweekly.
- c) Prepare invoices and progress reports.
- d) Manage subconsultants, including invoicing, progress reports, distribution of work, and quality assurance.
- e) Quality Control develop a quality control plan for review of deliverables.

General deliverables (to be detailed in each task order):

- Invoices with Progress Reports
- Meeting Agendas and Notes (as required)
- Project Schedules (updated throughout project at milestones)

 Outreach and Education – The purpose of this task is to coordinate the stakeholder communication to the NDOT Champion committee as well as the external stakeholders who are engaged in the One Nevada Plan process.

Parametrix will lead the facilitation of external stakeholder coordination. Jacobs will lead the facilitation of inreach with NDOT staff. This task is coordinating logistics, and meeting material and content will be developed under Tasks 3-6. Jacobs will lead the initial outreach for goals, criteria, and outcome consensus building, with support from Cambridge. Jacobs, Parametrix, and Cambridge will provide support for this task and attend all meetings.

- a) Communication Plan
  - i) Identification of internal and external stakeholders
  - ii) Development of an outreach plan with meeting schedules
  - iii) Update communication plan at each project milestone
- b) Refresh Goals, Criteria, and Outcomes with Stakeholders
  - i) Conduct a leadership workshop(s) with stakeholders to build consensus on updates
- c) Stakeholder Outreach Facilitation and logistics for meetings is covered in this task
  - i) Conduct recurring meetings to touch base with internal champion groups and external stakeholder groups
- d) Change Management
  - i) Conduct training and implementation workshops with staff resources that will have new roles/ responsibilities associated with the One Nevada Process
  - ii) Conduct training and implementation workshops with external stakeholders that will have new roles/ responsibilities associated with the One Nevada Process

General deliverables (to be detailed in each task order):

- Draft and Revised Communication Plan (updated at milestones throughout project)
- Finalized Goals, Criteria, and Outcomes
- Meeting Minutes from Outreach and Sessions
- 3) Data Requirements The purpose of this task is to identify the status of the current data that is available as well as identify future data needs and a process for that data collection and data management to streamline efforts across NDOT divisions and streamline efforts related to the data-driven prioritization process.

Jacobs will provide primary responsibilities of data collection and analysis. Cambridge will help in data analysis to tie the data back to goals, criteria, and outcomes. Data visualization leads will be determined in each task order. Parametrix will provide strategic direction for depth of data for each tier.

- a) Assess existing data, collection methods, and key personnel responsible for data
- b) Evaluate new data needs related to refined goals, criteria, and outcomes
- c) Develop a process for future data collection with target dates and responsibilities assigned
- d) Identify data requirements at different tiers and for projects versus studies
  - i) Executive leadership
  - ii) Statewide Evaluation

- iii) Long Term Projects
- iv) Mid Term Projects
- v) Near Term Projects
- e) Link performance management that is already existing to prioritization process to streamline data
- f) Develop visualization to share detailed data in user-friendly formats

General deliverables (to be detailed in each task order):

- Data requirements by Tier
- Memo documenting Current and Future Data Needs as well as a process to transition between, including potential third-party data validation options
- Data visualization options, and/ or a dashboard
- 4) Project/Need Generation The purpose of this task is to have a consistent and transparent methodology for project development that is founded in data-driven needs that address the NDOT goal areas. This will allow all project to go through the same process to be vetted early in the project life-cycle, prior to scoping.

#### Jacobs will lead the project/ need generation task which includes process, visualization, and data-driven prioritized project list generation at each tier. Parametrix and Cambridge will support in all areas. Parametrix will provide strategic support to validate the project lists.

- a) Assess existing project identification process. Coordinate within each division and across divisions, as well as with local agencies and MPO's to determine where projects come from and how they are vetted prior to making the NDOT long term project list.
- b) Develop a process for integrating long-range plans, studies, programs, etc into the longrange project list. Continue development of a template for planning documents that includes a summary of recommendations for future needs/ evaluation/ solutions.
- c) Identify statewide needs that are not already included in the long-range list that address data gaps. Perform a statewide analysis of each goal area and identify top trends that are not addressed by previously listed projects.
- d) Validate the long-range project list. Identify the sources of projects, the methodology for getting into the long-range list, and develop a screening process to ensure all projects meet NDOT's goal areas. This could be an iterative process.
- e) Identify a first draft of a mid-term project list based on the long-term project list and validate that with the stakeholders. The short- term STIP projects are currently assumed to remain the same.

General deliverables (to be detailed in each task order):

- Memo documenting the current and desired future project development process
- Draft and Final Long-Range Project List
- Draft and Final Mid-Range Project List
- 5) **Prioritization Refinement** The purpose of this task is to evolve the project prioritization process into a data-driven, outcome-based, transparent process that is built on consensus and input from interested parties. This will require a foundation of reliable data and vetted

#### projects.

Jacobs will lead this task with strong support from Cambridge in the process, data, and criteria requirements. Parametrix will have a supporting role with strategic direction.

- a) Assess the current process that was created and piloted under the previous One Nevada Plan work.
- b) Identify the following inputs for all projects in each tier. The tiers will be divided into short, mid, and long-range which will each have a bucket of projects that will be compared against each other based on the same depth of available data. The depth of data will get increasingly more detailed as a project progresses toward the STIP.
  - i) Who is involved roles/ responsibilities (NDOT, RTCSN, CAMPO, etc)
  - ii) When does the project get prioritized what is the schedule?
  - iii) How are decisions made? Is the criteria weighted, is all data quantitative or qualitative?
  - iv) How much does the project cost this will be an order of magnitude early on with detailed cost estimates developed as the project progresses through scoping.
  - v) What are the benefits of the project related to the goal areas, such as reduction of VMT, but also translated into a dollar amount. What are the benefits of reducing "societal" costs of delay, safety, or construction costs?
- c) Validate of the prioritization process. This may involve iterations of the data or thresholds to determine appropriate categories for prioritization, and it may involve weighting or adjusting weighting of criteria at the end of the process.
- d) Evaluate the tools that could be used to prioritize. This may consist of MODA, or other tools that can do the data analytics effectively and be used by the NDOT staff appropriately. This may involve outreach and/or training with NDOT and external stakeholders.
- e) Harmonization across the NDOT divisions, funding streams, or to address funding categories may be a follow-on task order should the prioritization process be implemented successfully.

General deliverables (to be detailed in each task order):

- Memo documenting the process for project prioritization for the long-term projects
- Memo documenting the process for project prioritization for the mid-term projects
- Memo documenting potential tools and pros/ cons of each
- Draft and Final Prioritized list of long-range projects
- 6) Planning Level Scoping The purpose of this task is to develop a process to transition projects between planning and scoping with consistent data, requirements, and depth of detail to ensure the "right" projects are being scoped.

#### Parametrix will lead this task with support from Jacobs and Cambridge.

- a) Document the current process for transitioning a project from planning to scoping.
- b) Develop a process for connecting planning, scoping, and design, including resource identification and time frames. This will particularly focus on the transition of projects at the mid-range level that are set to be transitioned to scoping.

- c) Redesign Planning and Needs Assessment (PLANA) platform updates that will reflect the new transition process that will house the data needed for consistent transitions. This will require training and coordination with Task 2.
- d) Continue to identify process improvements and refinements that can make the transition more efficient.

General deliverables (to be detailed in each task order):

- Memo documenting the current and desired process for transitioning projects from mid-term planning lists to scoping department
- Memo documenting recommendations for updating PLANA input and output fields

The following schedule was agreed to by both parties:

Date	Task to be Completed	
8/19-1/20	TO1 – Process map development -defining critical needs	
1/20-8/20	TO2 – Initial Development of the prioritization process	
8/20-8/21	TO3 – Project Generation	
8/21-8/22	TO4 - Prioritization finalization/refinement	

Key personnel dedicated to this project are as follows:

Name	Title	
Kevin Verre	Assistant Chief, Planning (NDOT)	
Tim Mueller	Transportation Planner (NDOT)	
Candice De	PM (Jacobs)	
Mara Campbell	Performance-Based Planning Lead (Jacobs)	
Evan Enarson-Hering	Innovative Solutions Lead (Cambridge Systematics)	
Bardia Nezhati	Stakeholder Consensus Lead (Parametrix)	

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.	
Parametrix	Freight Program Implementation	562-17-802	
Cambridge Systematics	Benefit Cost Studies	665-18-006	
Cambridge Systematics	Truck Parking Implementation Plan	382-17-802	
Cambridge Systematics	Hazardous Commodity Flow Study	388-17-802	

The DEPARTMENT's original estimate was \$1,500,000.00.

The SERVICE PROVIDER's original estimate was \$1,962,000.

The negotiations yielded the following:

- 1. There will be 7,850 total man-hours allotted to the six core tasks throughout the course of this agreement at an average burdened rate of \$192.05. The agreement will be a master services agreement with task orders.
- 2. Task Order One (TO1) will define the critical path for the prioritization process and define needs for this process. This task will establish the needed benchmarks to move forward towards the refinement of the prioritization process.

- 3. Task Order Two (TO2) will define the Initial prioritization process. This will develop the department's priorities related to data needs, project generation and scoping.
- 4. Task Order Three (T03) will define data/information requirements for projects or needs within the short/mid/long range project lists and refine the planning level scoping process.
- 5. Task Order Four (TO4) will finalize the prioritization process.
- 6. The total negotiated cost for this agreement is \$1,536,000.00.

Reviewed and Approved:

llegg

7/22/19

Assistant Director



## Master Agreement- Scope of Services One Nevada Plan Implementation

Background: Nevada's multimodal transportation system is a network of assets that must meet the demand to move goods and commerce in an efficient manner. This network of assets encompasses roadways and other modal facilities. The growing demands on these resources have created an essential need to prioritize project development. The One Nevada Plan developed a foundational start to moving project development into a performance-based direction and is a continuing effort. Further development of useful tools and procedures will afford the plan its needed details to become more effective. The DEPARTMENT will prioritize projects and needs to create a transparent process for project development, confirming the transportation needs of the State are being met.

The intent of this project is to prepare the DEPARTMENT for the prioritization process for projects and needs to better facilitate resources and to meet the demands of the statewide transportation system. The ONE Nevada Plan relies on the success of a prioritization process that will establish robust criteria, cooperating methods between internal and external transportation partners, and deliver long, mid and short-term project/needs.

The One Nevada Plan has been developed to outline the goals and objectives for the DEPARTMENT to better meet the growing needs of the transportation system within the state. The long-range plan will guide the prioritization process, so that resources are utilized in a beneficial and transparent manner to ensure all interested parties recognize the DEPARTMENT's direction.

The following tasks are the initial breakdown of work, but subsequent task orders will provide detailed scope to fulfill these general goals. This master agreement is broken into six main tasks, each of which will be represented in each task order. The steps under each task are the best guess for sub-tasks to accomplish the overall goals.

The roles and responsibilities described below in red outline general guidelines, but actual work breakout will be determined by task order. The intent is for Jacobs and the two subconsultants to all participate in each step of the process to provide input, but lead and support roles will vary.

 Project Management – The purpose of this task is to manage the project ensuring that scope, schedule, and budget are monitored and communicated between the consultant and NDOT.

Jacobs will be responsible for overall project management, and Cambridge and Parametrix will be responsible for their firm's management.

- a) Develop a project schedule with milestone dates. Update the project schedule throughout the duration of the project, identifying critical path items.
- b) Conduct standing team meetings that are biweekly.
- c) Prepare invoices and progress reports.



- d) Manage subconsultants, including invoicing, progress reports, distribution of work, and quality assurance.
- e) Quality Control develop a quality control plan for review of deliverables.

General deliverables (to be detailed in each task order):

- Invoices with Progress Reports
- Meeting Agendas and Notes (as required)
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- Outreach and Education The purpose of this task is to coordinate the stakeholder communication to the NDOT Champion committee as well as the external stakeholders who are engaged in the One Nevada Plan process.

Parametrix will lead the facilitation of external stakeholder coordination. Jacobs will lead the facilitation of inreach with NDOT staff. This task is coordinating logistics, and meeting material and content will be developed under Tasks 3-6. Jacobs will lead the initial outreach for goals, criteria, and outcome consensus building, with support from Cambridge. Jacobs, Parametrix, and Cambridge will provide support for this task and attend all meetings.

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related to the data-driven prioritization process.

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- d) Validate the long-range project list. Identify the sources of projects, the methodology for getting into the long-range list, and develop a screening process to ensure all projects meet NDOT's goal areas. This could be an iterative process.
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- b) Develop a process for connecting planning, scoping, and design, including resource identification and time frames. This will particularly focus on the transition of projects at the mid-range level that are set to be transitioned to scoping.
- c) Redesign PLANA updates that will reflect the new transition process that will house the data needed for consistent transitions. This will require training and coordination with Task 2.
- d) Continue to identify process improvements and refinements that can make the transition more efficient.

General deliverables (to be detailed in each task order):

- Memo documenting the current and desired process for transitioning projects from mid-term planning lists to scoping department
- Memo documenting recommendations for updating PLANA input and output fields

### INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

#### **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

*Business Entity Type* – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

*Business Name (include d.b.a., if applicable)* – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

*Corporate/Business Address, Business Telephone, Business Fax, and Email* – Enter the street address, telephone and fax numbers, and email of the named business entity.

*Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email* – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

## Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

*List of Owners/Officers* – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name – Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

### **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

#### 1. Business Entity Type (Please select one)

Sole Proprietorship Partnership Limited Liability Company Corporation Trust Non-Profit Organization Other

2. Are you a publicly-traded corporation? OYes • No

3. Number of Nevada Residents Employed (Do Not Leave Blank): 70

- 4. Corporate/Business Entity Name (Include d.b.a., if applicable):

Jacobs Engineering Group, Inc.

5. Corporate/Business Entity Street Address:	
Street Address:	Website:
1999 Bryan Street, Suite 1200	www.jacobs.com
City, State and Zip Code:	Point of Contact Name:
Dallas, Texas	Ken Gilbreth, P.E.
Telephone and Fax No.	Email:
(214) 638-0145, (702) 638-0447	Ken.Gilbreth@jacobs.com

#### 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:
2485 Village View Drive, Suite 350	jacobs.com
City, State and Zip Code:	Point of Contact Name:
Henderson, NV 89074	Ken Gilbreth, P.E.
Local Telephone and Fax No.	Email:
(702) 369-6175, (702) 369-1107	Ken.Gilbreth@jacobs.com

#### 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
SEE ATTACHED; List of Active Officers		
and Directors		

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

#### **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

#### Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

*Consanguinity* is a relationship by blood.

*Affinity* is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

☐ Yes 🗹 No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

∐Yes ✓No

List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION
N/A			
	2 N		

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.

Signaturé

Title

Vice President

#### For NDOT Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?

Ken Gilbreth

June 5, 2019

Print Name

Date

Yes No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name Authorized NDOT Representative

#### **Appointments**

#### **Board Directors**

Name	Position	Appointed
Bronson, Joseph R.	Director	11/02/2003
<u>Demetriou, Steven J</u>	Chairman of the Board	28/07/2016
<u>Eberhart, Ralph E.</u>	Director	27/09/2012
Jr., R. C. Davidson	Director	13/02/2001
<u>Levinson, Linda Fayne</u>	Director	13/02/1996
Loughran, Barbara	Director	29/05/2019
<u>McNamara, Robert</u>	Director	19/01/2017
Robertson, Peter J.	Director	30/07/2009
Thompson, Chris M.T.	Director	15/11/2012
<u>Williams, Barry</u>	Director	18/12/2017

06/04/19

#### Officers

Name	Position	Appointed
Allen, William "Billy" B.	Senior Vice President and Chief Accounting Officer	13/10/2016
Andrews, Madhuri	Chief Information Officer	07/08/2018
Arnette, Stephen A.	SVP & GM, ATN Advanced Engineering, Research & Operations	18/01/2018
Beckman, Ryan	Senior Vice President, ERP Implementation	17/01/2019
Bello, Marius (Mark) F.	Senior Vice President, Managing Director & CEO Saudi JV	17/01/2019
Berryman, Kevin Christopher	Chief Financial Officer	05/01/2015
Blackwood, Dennis	Manager, California Engineering Operations	18/01/2018
<u>Bloom, Katie</u>	Designated person responsible for practice of Environmental	18/01/2018
Bruning, Michael	Manager, California Engineering Operations	18/01/2018
Bunderson, Michael	Vice President, Tax	29/05/2018
Bussell, Scott	Vice President	17/01/2019
Carlin, Michael James	Treasurer and Enterprise Risk	17/01/2019
Zaccaro, Joanne Caruso	Chief Administrative Officer	18/01/2018
Cordtz, Kent	Manager, California Engineering Operations	18/01/2018
Cornell, Lewis Paul	Vice President - Authorized Signer	01/11/2018
Demetriou, Steven J	President	17/08/2015
Doros, Jonathan	Vice President, Investor Relations	17/01/2019
Walstrom, Jan	Senior Vice President & General Manager, Global Environmental	18/01/2018
<u>Gilmartin, Ken</u>	Senior Vice President & General Manager, Advanced Facilities	02/09/2016
Goldfarb, Jeffrey Michael	Senior Vice President, Corporate Development	22/05/2014
Gustafson, Shelette M.	Chief Human Resources Officer	17/01/2019
<u>Hannigan, Marietta C.</u>	Chief Strategy & Communications Officer	07/11/2018
Hanson, Robert	Manager, California Engineering Operations	01/06/2018
Hendon, Brian Lee	Designated person responsible for practice of Architecture i	18/01/2018
Herlitzka, Scott	Vice President	16/05/2016
Hicks, Rich	Manager, Ohio Engineering Operations	09/05/2018
Hickton, Dawne	Chief Operating Offiser	03/06/2019
Hill, Patrick	Senior Vice President & General Manager, B&I, Asia Pacific &	31/12/2015

06/04/19

Name	Position	Appointed
Johnson, Justin	Assistant Secretary	18/01/2018
Johnson, Rabon Ward	Senior Vice President, ATN Business Operations	31/12/2015
Jones, Keith B.	Manager, Ohio Land Surveying Operations	09/05/2018
Kraabel, Darren L.	Chief Technology & Innovation Officer	07/11/2018
Krishnan, Kosalram	Manager, California Engineering Operations	18/01/2018
Lamb, Matt	Vice President, Florida Engineering Operations	24/09/2018
Lopez-Dubois, Miguel	Manager, California Engineering Operations	18/01/2018
Lutwyche, Peter Robert	Senior Vice President & General Manager, ATN International	17/01/2019
Maloney, Kevin	Manager, California Engineering Operations	18/01/2018
McIntyre, Gregory T.	Executive Vice President & General Manager, B&I Americas	18/01/2018
Meinhart, Tom	Vice President - Authorized Signer	22/12/2010
Montellano, Victorino	Manager, California Engineering Operations	18/01/2018
<u>Morris, Gary</u>	Vice President	29/06/2015
Morrison, Hugh Donald	Senior Vice President & General Manager, B&I Europe	18/01/2018
Nein, Brett	Vice President, Florida Landscape Architecture Operations	01/06/2018
Nuss, Gary <u>S.</u>	Senior Vice President, Growth & Sales, B&I Americas	02/05/2019
O'Connor, Kelly	Senior Vice President, Strategy & Project Delivery, BIAF	02/05/2019
Power, Leon	Senior Vice President, Finance BIAF	18/01/2018
Pragada, Robert V.	Chief Operating Officer	07/11/2018
Price, Tom	Senior Vice President, Solutions & Technology BIAF	18/01/2018
Refinski, Elizabeth A.	Assistant Secretary	26/03/2009
Reynolds, Clifton F.	Senior Vice President, ATN Growth & Sales	17/01/2019
Richmond, Jennifer	Senior Vice President & General Manager, ATN Mission Solutio	17/01/2019
Roberts, Valerie	Senior Vice President & GM, ATN Global Growth Strategy	17/01/2019
Rosenfeld, Benjamin	Manager, California Engineering Operations	18/01/2018
Scarlat, Cristian	Manager, California Engineering Operations	18/01/2018
Scher, Brian	Assistant Secretary	26/03/2009

06/04/19

<u>Name</u>	Position	Appointed
Schmolke, Catriona	Senior Vice President, Operational Centers for Excellence	07/11/2018
<u>Sever, Jeffrey David</u>	Designated person responsible for practice of Mechanical Eng	28/06/2018
Shelton, Brian R.	Senior Vice President, Finance ATN	17/01/2019
Strauss, Scott	Vice President-Authorized Signer	01/04/2019
Tyler, Michael R.	Chief Compliance Officer	17/01/2019
Uchil, Vinay	Vice President, Florida Engineering Operations	24/09/2018
Walter, Eric	Senior Vice President Finance and Strategy	13/03/2017
Warnock, William Kirkpatrick	Manager, California Engineering Operations	18/01/2018
Watson, Katus	Vice President, Florida Engineering Operations	24/09/2018
Wiemelt, Karen	Senior Vice President & General Manager, North America Nucle	18/01/2018
Willis, Aaron	Manager, California Land Surveying Operations	18/01/2018
Wishart-Smith, Heather	SVP, Innovation & Jacobs Connected Enterprise, BIAF	02/05/2019
Wood, Mark	Manager, California Engineering Operations	18/01/2018
Yox, Jeff	Manager, California Engineering Operations	01/06/2018

## Line Item 11

Agreements for Approval Over \$300,000 Page 206 of 278

749-18-011

Request to Solicit Services and Budget Approval (2A) Amendments for time extensions (time only) do not require a form 2a				
× Initial Budget Request	Request for Amendment #:	Agreement #:		
If Amendment, name of Company	<i>!</i> :			
Project ID #(s): Bridge Consultan	t Funds			
Type of Services: Underwater, En	mergency, and Routine Bridge Inspec	<u>ctions</u>		
Originated by: Michael Premo	Division: Structures	Date Originated: 12/19/2018		
Division Head/District Engineer: <u>Jessen Mortensen</u>				
Budget Category #: 06	Object #: <u>814G</u>	Organization #: <u>C011</u>		
Estimated Cost: <u>\$950,000</u>	Type of Funding: Fed/State	% of Fund: <u>95/5</u>		
Funding Notes:		State Fiscal Year(s): 20, 21, 22, 23, 24		
	42,000; FY2022: \$142,000; FY2023:	382,000;		
<u>FY2024; \$142,000</u>				

#### **Financial Management:**

JM

Downa Sputs 1/2/2019 BA78D93AD71Signature Date

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

#### **Project Accounting:**

— DocuSigned by: Norfa Lanuza

3BAB63AE020

1/3/2019 Date

#### Director:

**Requires Transportation Board Presentation** 

 $^{\rm X}\,$  Does not require Transportation Board presentation

DocuSigned by: ky j. C4C7CE5CD58

1/3/2019 Date

#### Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach: No

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

There is a continuing need to conduct periodic, underwater inspections throughout the State of Nevada per the National Bridge Inspection Standards. In addition, there is a need to provide underwater bridge inspections in the event of flooding events. These bridges require inspection using underwater diving methods to reveal scour and/or structural deterioration located beneath the water surface. Necessary inspection data cannot be obtained by above water inspections due to the water depths encountered at each site. The Structures Division does not have in-house personnel or equipment to perform such inspections. The Structures Division requests approval to issue a Request for a Proposal and enter into an Agreement for statewide underwater bridge inspection services for Fiscal Years 2020, 2021, 2022, 2023, and 2024 (October 1, 2019 to September 30, 2023).

#### Scope of Services:

The scope of services for this agreement shall include structural and scour inspections of approximately 65 bridges on a 48-month inspection frequency and approximately 8 bridges on a 12-month inspection frequency. In addition, the scope of services will include approximately 20 routine bridge (24-month frequency) inspections done concurrently with the underwater inspections. The scope of services also includes inspection report preparation.

749-18-011



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

## MEMORANDUM

July 15, 2019

**TO:** Cole Mortensen, P.E., Deputy Director

FROM: Michael F. Premo, P.E., Project Manager

**SUBJECT:** Negotiation Summary for RFP 749-18-011 Underwater and Routine Bridge Inspections

A negotiation meeting (telephonic) was held on July 2, 2019, with Daniel Stromberg, P.E. of Collins Engineers, Inc and Michael Premo, P.E. of Structures Division of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

Th duration of this agreement will be for 4 years, ending on September 30, 2023.

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

See attached SCOPE OF SERVICES.

The following schedule was agreed to by both parties:

Date	Task to be Completed
September 30, 2020	Designated 2020 Underwater/routine bridge inspections
September 30, 2021	Designated 2021 Underwater/routine bridge inspections
September 30, 2022	Designated 2022 Underwater/routine bridge inspections
September 30, 2023	Designated 2023 Underwater/routine bridge inspections
TBD	Designated Special Underwater bridge inspections

Key personnel dedicated to this project are as follows:

Name	Title
Dan Stromberg, P.E.	Project Manager
John Strub	Project Engineer

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

The DEPARTMENT's original estimate was \$898,419.75, including direct labor (4,207 man-hours of work by the SERVICE PROVIDER), and direct expenses at \$118,000.

The SERVICE PROVIDER's original estimate was \$957,683.56, including direct labor (4,445 man-hours of work by the SERVICE PROVIDER), and direct expenses at \$112,761.56.

The negotiations yielded the following:

- 1. There will be 2,656 total man-hours allotted to Underwater/routine bridge inspections and 1,428 total man-hours to possible special inspections throughout the course of this agreement at a direct labor cost of \$823,362.00, including a prorated amount for anticipated raises, which will take effect over the term of the agreement.
- 2. The direct expenses agreed to total \$112,761.56 for reproduction, communication, travel and per diem. There will be no direct compensation for computer time. Dive Pay will be paid at the rate of \$150.00 per hour.
- 3. The total negotiated cost for this agreement is \$936,123.56.

Reviewed and Approved:

**Deputy Director** 

#### Attachment 1 Scope of Services

#### 2019-2023 UNDERWATER BRIDGE INSPECTION

The scope of services for this agreement shall consist of Underwater and Routine Inspections of bridges located throughout the State of Nevada, during the calendar years of 2019-2023. Detailed discussion of this work follows.

This agreement shall include Underwater Diving Inspections of pre-identified bridges located in DEPARTMENT Districts I, II, and III, special underwater inspections, and routine (above water) inspections performed concurrent with Underwater Diving Inspections, and any additional bridges determined to require Routine Underwater diving inspection during the agreement period.

This agreement shall include Special Underwater Inspections that are defined as any underwater inspections that are requested by the DEPARTMENT at any time during the agreement period. In general, the DEPARTMENT will request Special Underwater Inspections when damage or deterioration has occurred to a bridge due to unplanned events, both natural (i.e. flooding, earthquakes, etc.) and manmade (i.e. accidents or impact damage), however, the DEPARTMENT may request a Special Underwater Inspection for any reason in which a change of condition is suspected.

This agreement shall include approximately 19 bridge inspections that include both an Underwater inspection and a routine (above water) inspection. It is expected the two inspections are performed concurrently.

The SERVICE PROVIDER shall provide an underwater bridge inspection team consisting of a minimum of three personnel, to complete each underwater bridge inspection. The SERVICE PROVIDER is be responsible for the accuracy of the information collected at each bridge site, as well as all report preparation. The SERVICE PROVIDER shall also provide all necessary inspection and commercial dive equipment to be used throughout the agreement. All diving operations shall be conducted in compliance with OSHA 29 CFR 1910 Subpart T-Commercial Diving Operations (including OSHA Directive CPL 02-00-151), and Association of Diving Contractors International "CONSENSUS STANDARDS For Commercial Diving Operations". The SERVICE PROVIDER shall also provide bridge inspection team personnel capable of performing routine (above water) inspections. It is permissible to provide personnel that are qualified for both underwater and routine (above water) inspections.

Notes:

All bridge elements generally lie in less than 10 feet of water depth. Anticipated water velocities are less than 1.0 kt. At all pre-identified sites during inspection season. Visibilities are generally 1 foot to 3 feet. Water temperatures very between high 40's to mid 60's (degrees Fahrenheit) during anticipated inspection season. Diving can generally be done from shore, with no diving boat needed.

• For all bridges, channel cross section measurements shall be taken directly along the upstream bridge fascia, at a minimum. Site-specific conditions may warrant that additional channel profile, pier scour measurements be taken.

# KNOWN BRIDGES REQUIRING INCREASED FREQUENCY UNDERWATER DIVING INSPECTIONS

The following FIVE (5) bridges have each been assigned a 12-month frequency for Underwater Inspection. As such, each bridge will likely require a Routine Underwater Inspection in calendar year 2020, 2021, 2022 and 2023.

#### **District II**

BRIDGE #	LOCATION	IN WATER	DONI
B 303	Sierra St. over Truckee River; Reno	2Abuts/1Pier	8/2020
B1600	Southwest of Gardnerville	2 Abuts	8/2020
B1833	Reno	2 Barrel RCB	8//2020
District III			
BRIDGE #	LOCATION	IN WATER	DONI
B 364	Old SR 8A Over Quinn River	2Abuts/2Piers	8/2020
B 541	SR 225/ E. Fork Owyhee River; Mtn. City	2BarrelRCB	8/2020

Note that additional bridges could be added to this Increased Frequency Inspection listing, as a result of any conditions that may cause damage or deterioration occurring to Nevada's bridge inventory during the agreement period.

# KNOWN BRIDGES REQUIRING 48-MONTH FREQUENCY UNDERWATER DIVING INSPECTIONS

There are approximately 58 bridges requiring underwater inspections in 2023 (listed below). The Underwater inspections are to be done from July 2023 through September 2023 and are located throughout the State of Nevada.

Note that DEPARTMENT may add additional bridges to the underwater list during the agreement period.

BRIDGE #	LOCATION	IN WATER	DONI
B 600	Yerington	2 Pier	8/2023
B1611	South of Yerington	2 Abut	8/2023
B1741	South of Mason	2 Pier	8/2023
B 144	South of Yerington	1 Pier, 2 Abut	8/2023
B1475	West of Hawthorne	2 Abut	8/2023
B 822	North of Smith	2 Pier, 2 Abut	8/2023

B 146	South of Yerington	2 Abut	8/2023
B 778	East of Smith	2 Pier, 1 Abut	8/2023
B1602	South of Gardnerville	1 Arch	8/2023
B1330	Southwest of Minden	2 Abut	8/2023
B 638	South of Garnerville	2 Pier, 1 Abut	8/2023
B 553	South of Minden	4 Pier	8/2023
B 580	West of Gardnerville	3 Pier	8/2023
B1240	East of Genoa	1 Pier, 2 Abut	8/2023
B1241	East of Genoa	1 Pier, 2 Abut	8/2023
B1239	East of Genoa	2 Pier, 2 Abut	8/2023
B 477	Northwest of Minden	4 Pier	8/2023
B 855E	East of Lovelock	2 Pier	8/2023
B 855W	East of Lovelock	2 Pier	8/2023
B1014	North of Battle Mountain	2 Pier, 2 Abut	8/2023
B 223	Winnemucca	2 Pier, 2 Abut	8/2023
B 581	Carlin	2 Pier	8/2023
B 535	Near Mountain City	2 Pier	8/2023
B 576	South of Minden	4 Pier	8/2023
B3136	North of Minden	2 Barrel RCB	8/2023
B2536	Lake Las Vegas	2 Barrel RCB	8/2023
B 866E	East of Battle Mountain	2 Pier	8/2023
B 866W	East of Battle Mountain	2 Pier	8/2023
B 658	Near Contact	2 Abut	8/2023
M2048B	S of S Fork Reservoir	2 Barrel Pipe	9/2023
B 716E	West of Fernley	2 Pier	9/2023
B 716W	West of Fernley	2 Pier	9/2023
B1351	South of Nixon	2 Pier	9/2023
B 764E	Southwest of Verdi	2 Pier	9/2023
B 764W	Southwest of Verdi	2 Pier	9/2023
B 380	West of Verdi	2 Arches	9/2023
B 378	East Side of Verdi	1 Arch	9/2023

B1490	East of Sparks	2 Pier	9/2023
B 637	Dayton	2 Pier	9/2023
B1274	SE Carson City	2 Pier	9/2023
B1328	Carson City	2 Pier, 1 Abut	9/2023
B 650	East of Reno	2 Pier, 2 Abut	9/2023
B1532	Reno	2 Pier, 1 Abut	9/2023
B2046	West of Reno	2 Pier, 2 Abut	9/2023
B1621	Reno	1 Pier	9/2023
B1531	Reno	2 Abut	9/2023
H1234	Reno	1 Pier	9/2023
B 578S	Reno	2 Pier	9/2023
B 578N	Reno	2 Pier	9/2023
B1863	Reno	1 Pier	9/2023
B 304	Reno	2 Pier, 2 Abut	9/2023
B1327W	Reno	1 Pier	9/2023
B1300	Sparks	2 Pier, Ret Wall	9/2023
B2171	Sun City	1 Pier, 2 Abut	9/2023
B1847	Laughlin	5 Pier	9/2023
B 781N	Glendale	2 Pier	9/2023
B 781S	Glendale	2 Pier	9/2023
B1600	Southwest of Gardnerville	2 Abut	9/2023

# BRIDGES REQUIRING CONCURRENT UNDERWATER DIVING and ROUTINE (ABOVE WATER) INSPECTIONS

There are approximately 14 bridges requiring concurrent underwater/routine inspections (for a total of 19 concurrent inspections) in the years indicated in the list below. The concurrent underwater/routine are to be done from July through September of the indicated years and are located throughout the State of Nevada.

BRIDGE #	LOCATION	DONI
B 364	Old SR 8A Over Quinn River	2021, 2023
B 535	Near Mountain City	2023
B 541	SR 225/ E. Fork Owyhee River; Mtn. City	2021, 2023
B 581	Carlin	2023
B 658	Near Contact	2023

B 781N	Glendale	2023
B 781S	Glendale	2023
B 866E	East of Battle Mountain	2023
B 866E	East of Battle Mountain	2023
B1014	North of Battle Mountain	2023
B1602	South of Gardnerville	2023
B1833	Reno	2020, 2021, 2022, 2023
B2171	Sun City	2023
B3136	North of Minden	2023

Note that DEPARTMENT may add additional bridges to the underwater list during the agreement period.

#### **PROVISIONS FOR ALL UNDERWATER INSPECTIONS**

For all inspections, an underwater structural and scour inspection shall be conducted at each bridge, following criteria outlined in FHWA's "Bridge Inspector's Reference Manual", AASHTO's "The Manual for Bridge Evaluation", the National Bridge Inspection Standards, DEPARTMENT policy and as established by the DEPARTMENT's Assistant Chief Structures Engineer – Inventory/Inspection. Documentation provided shall include updated waterway cross-section measurements along the upstream fascia of each bridge, along with sketches and photos of significant deficiencies, as appropriate.

The SERVICE PROVIDER will prepare inspection reports for each bridge inspection using the DEPARTMENT's computerized inspection reporting program (Bentley Asset Wise). Both electronic and hard-copy records shall be submitted to the DEPARTMENT. All bridge inspection reports submitted to the DEPARTMENT shall be reviewed by a Professional Engineer registered in the State of Nevada and shall bear that engineer's validated stamp indicating that all work has been completed in a proper and professional manner. The individual providing this review shall be the SERVICE PROVIDER's Project Manager or (with prior DEPARTMENT approval) his/her designated representative. The Bridge Inspection Team Leader is not permitted to serve as the reviewing engineer.

The SERVICE PROVIDER shall perform inspections in a timely manner. All inspections shall commence no sooner than thirty (30) calendar days prior to the "Date of Next Inspection" ("DONI") assigned by the DEPARTMENT, and no later than the last day of the month on the of the assigned "DONI". SERVICE PROVIDER should attempt to conduct all inspections coinciding as close to the structure's assigned "DONI" as is feasible. Bridge inspection reports for each bridge shall be completed and submitted no later than forty-five (45) calendar days following the date of inspection. Any inspection report subsequently returned to the SERVICE PROVIDER for correction shall be re-submitted to the DEPARTMENT for final acceptance no later than seventy-five (75) calendar days following the date of inspection.

#### Attachment 1 Scope of Services

#### 2019-2023 UNDERWATER BRIDGE INSPECTION

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Notes:

All bridge elements generally lie in less than 10 feet of water depth. Anticipated water velocities are less than 1.0 kt. At all pre-identified sites during inspection season. Visibilities are generally 1 foot to 3 feet. Water temperatures very between high 40's to mid 60's (degrees Fahrenheit) during anticipated inspection season. Diving can generally be done from shore, with no diving boat needed.

• For all bridges, channel cross section measurements shall be taken directly along the upstream bridge fascia, at a minimum. Site-specific conditions may warrant that additional channel profile, pier scour measurements be taken.

# KNOWN BRIDGES REQUIRING INCREASED FREQUENCY UNDERWATER DIVING INSPECTIONS

The following FIVE (5) bridges have each been assigned a 12-month frequency for Underwater Inspection. As such, each bridge will likely require a Routine Underwater Inspection in calendar year 2020, 2021, 2022 and 2023.

#### **District II**

BRIDGE #	LOCATION	IN WATER	DONI
B 303	Sierra St. over Truckee River; Reno	2Abuts/1Pier	8/2020
B1600	Southwest of Gardnerville	2 Abuts	8/2020
B1833	Reno	2 Barrel RCB	8//2020
District III			
BRIDGE #	LOCATION	IN WATER	DONI
B 364	Old SR 8A Over Quinn River	2Abuts/2Piers	8/2020
B 541	SR 225/ E. Fork Owyhee River; Mtn. City	2BarrelRCB	8/2020

Note that additional bridges could be added to this Increased Frequency Inspection listing, as a result of any conditions that may cause damage or deterioration occurring to Nevada's bridge inventory during the agreement period.

# KNOWN BRIDGES REQUIRING 48-MONTH FREQUENCY UNDERWATER DIVING INSPECTIONS

There are approximately 58 bridges requiring underwater inspections in 2023 (listed below). The Underwater inspections are to be done from July 2023 through September 2023 and are located throughout the State of Nevada.

Note that DEPARTMENT may add additional bridges to the underwater list during the agreement period.

BRIDGE #	LOCATION	IN WATER	DONI
B 600	Yerington	2 Pier	8/2023
B1611	South of Yerington	2 Abut	8/2023
B1741	South of Mason	2 Pier	8/2023
B 144	South of Yerington	1 Pier, 2 Abut	8/2023
B1475	West of Hawthorne	2 Abut	8/2023
B 822	North of Smith	2 Pier, 2 Abut	8/2023

B 146	South of Yerington	2 Abut	8/2023
B 778	East of Smith	2 Pier, 1 Abut	8/2023
B1602	South of Gardnerville	1 Arch	8/2023
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B1014	North of Battle Mountain	2 Pier, 2 Abut	8/2023
B 223	Winnemucca	2 Pier, 2 Abut	8/2023
B 581	Carlin	2 Pier	8/2023
B 535	Near Mountain City	2 Pier	8/2023
B 576	South of Minden	4 Pier	8/2023
B3136	North of Minden	2 Barrel RCB	8/2023
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B 764E	Southwest of Verdi	2 Pier	9/2023
B 764W	Southwest of Verdi	2 Pier	9/2023
B 380	West of Verdi	2 Arches	9/2023
B 378	East Side of Verdi	1 Arch	9/2023

B1490	East of Sparks	2 Pier	9/2023
B 637	Dayton	2 Pier	9/2023
B1274	SE Carson City	2 Pier	9/2023
B1328	Carson City	2 Pier, 1 Abut	9/2023
B 650	East of Reno	2 Pier, 2 Abut	9/2023
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B2046	West of Reno	2 Pier, 2 Abut	9/2023
B1621	Reno	1 Pier	9/2023
B1531	Reno	2 Abut	9/2023
H1234	Reno	1 Pier	9/2023
B 578S	Reno	2 Pier	9/2023
B 578N	Reno	2 Pier	9/2023
B1863	Reno	1 Pier	9/2023
B 304	Reno	2 Pier, 2 Abut	9/2023
B1327W	Reno	1 Pier	9/2023
B1300	Sparks	2 Pier, Ret Wall	9/2023
B2171	Sun City	1 Pier, 2 Abut	9/2023
B1847	Laughlin	5 Pier	9/2023
B 781N	Glendale	2 Pier	9/2023
B 781S	Glendale	2 Pier	9/2023
B1600	Southwest of Gardnerville	2 Abut	9/2023

# BRIDGES REQUIRING CONCURRENT UNDERWATER DIVING and ROUTINE (ABOVE WATER) INSPECTIONS

There are approximately 14 bridges requiring concurrent underwater/routine inspections (for a total of 19 concurrent inspections) in the years indicated in the list below. The concurrent underwater/routine are to be done from July through September of the indicated years and are located throughout the State of Nevada.

BRIDGE #	LOCATION	DONI
B 364	Old SR 8A Over Quinn River	2021, 2023
B 535	Near Mountain City	2023
B 541	SR 225/ E. Fork Owyhee River; Mtn. City	2021, 2023
B 581	Carlin	2023
B 658	Near Contact	2023

B 781N	Glendale	2023
B 781S	Glendale	2023
B 866E	East of Battle Mountain	2023
B 866E	East of Battle Mountain	2023
B1014	North of Battle Mountain	2023
B1602	South of Gardnerville	2023
B1833	Reno	2020, 2021, 2022, 2023
B2171	Sun City	2023
B3136	North of Minden	2023

Note that DEPARTMENT may add additional bridges to the underwater list during the agreement period.

#### **PROVISIONS FOR ALL UNDERWATER INSPECTIONS**

For all inspections, an underwater structural and scour inspection shall be conducted at each bridge, following criteria outlined in FHWA's "Bridge Inspector's Reference Manual", AASHTO's "The Manual for Bridge Evaluation", the National Bridge Inspection Standards, DEPARTMENT policy and as established by the DEPARTMENT's Assistant Chief Structures Engineer – Inventory/Inspection. Documentation provided shall include updated waterway cross-section measurements along the upstream fascia of each bridge, along with sketches and photos of significant deficiencies, as appropriate.

The SERVICE PROVIDER will prepare inspection reports for each bridge inspection using the DEPARTMENT's computerized inspection reporting program (Bentley Asset Wise). Both electronic and hard-copy records shall be submitted to the DEPARTMENT. All bridge inspection reports submitted to the DEPARTMENT shall be reviewed by a Professional Engineer registered in the State of Nevada and shall bear that engineer's validated stamp indicating that all work has been completed in a proper and professional manner. The individual providing this review shall be the SERVICE PROVIDER's Project Manager or (with prior DEPARTMENT approval) his/her designated representative. The Bridge Inspection Team Leader is not permitted to serve as the reviewing engineer.

The SERVICE PROVIDER shall perform inspections in a timely manner. All inspections shall commence no sooner than thirty (30) calendar days prior to the "Date of Next Inspection" ("DONI") assigned by the DEPARTMENT, and no later than the last day of the month on the of the assigned "DONI". SERVICE PROVIDER should attempt to conduct all inspections coinciding as close to the structure's assigned "DONI" as is feasible. Bridge inspection reports for each bridge shall be completed and submitted no later than forty-five (45) calendar days following the date of inspection. Any inspection report subsequently returned to the SERVICE PROVIDER for correction shall be re-submitted to the DEPARTMENT for final acceptance no later than seventy-five (75) calendar days following the date of inspection.

## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

#### **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

**Business Entity Type** – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

*Corporate/Business Address, Business Telephone, Business Fax, and Email* – Enter the street address, telephone and fax numbers, and email of the named business entity.

*Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email* – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

## Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

*List of Owners/Officers* – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name – Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

## **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

#### 1. Business Entity Type (Please select one)

- □ Sole Proprietorship
- □ Partnership
- □ Limited Liability Company
- $\Box$  Corporation
- □ Trust
- □ Non-Profit Organization
- $\Box$  Other
- **2.** Are you a publicly-traded corporation?  $\Box$  Yes  $\Box$  No
- 3. Number of Nevada Residents Employed (Do Not Leave Blank):
- 4. Corporate/Business Entity Name (Include d.b.a., if applicable):

#### 5. Corporate/Business Entity Street Address:

3: Corporate/Dusiness Entity Street Address:		
Street Address:	Website:	
City, State and Zip Code:	Point of Contact Name:	
Telephone and Fax No.	Email:	

#### 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:	
City, State and Zip Code:	Point of Contact Name:	
Local Telephone and Fax No.	Email:	

#### 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

## **DISCLOSURE OF RELATIONSHIP FORM**

\*\*\*This section is not required for publicly-traded corporations\*\*\*

#### Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

*Consanguinity* is a relationship by blood.

Affinity is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### **Disclosure of Relationship:**

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

 $\Box$  Yes  $\Box$  No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

 $\Box \ Yes \ \ \Box \ No$ 

List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.

Signature

Print Name

Title

Date

#### For NDOT Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

 $\Box$  Yes  $\Box$  No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?

□ Yes □ No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name Authorized NDOT Representative

### **OFFICERS**

Thomas J. Collins	Executive Chairman
Daniel G. Cecchi	President
Elizabeth C. Burkhart	Executive Vice President
Thomas M. Collins	Executive Vice President
John F. Nolan	Chief Financial Officer
Roxanne H. Collins	Secretary/Treasurer
Michael J. Garlich	Sr. Vice President
Allan R. Morby Sr. Vice	e President
Charles H. Conrad	Senior Vice President, Division Manager
Bradley A. Syler	Senior Vice President, Division Manager
James M. Hamelka	Senior Vice President, Division Manager
Terence M. Browne	Vice President
Manus J. Cowley	Vice President
Michael A. Haas	Vice President
Anne T. Harney Vice Pr	resident
Katherine C. Heringhaus	Vice President
Jeremy W. Koonce	Vice President
Rita M. Kulaga	Vice President
Kathleen T. Louder	Vice President
Mark J. Mutziger	Vice President
Daniel W. O'Connor	Vice President
Jason M. Schneider	Vice President
Daniel G. Stromberg	Vice President

# Line Item 12

Doc	JSign Envelope ID: ECFFA500-89B1-44BD-9699-	42DBC6DA9B7C STATE OF NEVADA DEPARTMENT OF TRANSPORT	ΓΑΤΙΟΝ	779-15-015AAMD2 For Agreement Services Only
	•	t <b>to Solicit Services and Budge</b> s for time extensions (time only) do r	••••••	
	Initial Budget Request X R	Request for Amendment #: _2	Agreement #: !	P779-15-015A
	If Amendment, name of Company:	<u>CA Group, Inc.</u>		
	Project ID #(s): <u>PCEMS #4-03445</u> ,	<u>Unassigned</u>		
	Type of Services: Final Design Eng	ineering		
−ps V}	Originated by: <u>Rick Splawinski</u>	Division: Project Mgmt	Date Origin	nated: 5/9/2019
-D9	Division Head/District Engineer: Nic	<u>:k Johnson</u>		
M	Budget Category #: 06-BLDGS/IMF	<u>PV</u> Object #: <u>814D</u>	Organizat	ion #: <u>B015</u>
	Estimated Cost: <u>\$3,000,000</u>	Type of Funding: <u>Federal</u>	% of	Fund: <u>95</u>
	Funding Notes:		State Fiscal Ye	ear(s): <u>2020-22</u>
	\$1,200,000 in FY 2020, \$1,200,00			
	NOTE: Agreement P779-15-015A			<u>. This 2A</u>
	for final design services is the first	amenument to Agreement P779-	<u>15-015A.</u>	

#### **Financial Management:**

Downa Spelts			5/14/2019
8A78D93AD71F444	ure	·	Date

× Requires Transportation Board Approval

Does not require Transportation Board Approval

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

#### **Project Accounting:**

— Docu§igned by: Norfa Lanuza — 3BAB63AE02084DA... Ure

5/14/2019 Date

#### **Director:**

— DocuSigned by: Kristina L. Swallow

5/14/2019

Date

DocuSign Envelope ID: ECFFA500-89B1-44BD-9699-42DBC6DA9B7C

#### STATE OF NEVADA DEPARTMENT OF TRANSPORTATION

## Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach:

Yes



Purpose of, and Justification for, Budget Request:

The I-515 Charleston Interchange project is expected to complete the NEPA phase and receive a FONSI in July 2019. CA Group was selected as the NEPA Service Provider following RFP 779-15-015. Based on their NEPA performance, familiarity with the project, and experience with the CMAR team, the PM Division recommends amending CA Group's agreement to add final design services, as allowed in the original RFP.

The I-515 Charleston project will include auxiliary lanes in each direction on I-515 between Charleston Boulevard and Eastern Avenue, ramp improvements at both interchanges, and roadway widening and sidewalk reconstruction on Charleston Boulevard. Construction is programmed for FY 2022 at an estimated cost of \$38M. CMAR was selected as the project delivery method in 2016.

#### Scope of Services:

The Service Provider will be responsible for the following major tasks during final design: project management, quality control and quality assurance, cost estimating, surveying and mapping, utility coordination and design, geotechnical services, public involvement and outreach, CMAR/ICE coordination, and final design engineering services. A detailed Scope of Services is attached.



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

## **MEMORANDUM**

July 11, 2019

TO: Cole Mortensen, Assistant Director

**FROM:** Rick Splawinski, Project Manager

#### SUBJECT: Negotiation Summary for RFP 779-15-015 I-515 Charleston Interchange Final Design Amendment

Negotiations were conducted via a series of emails and telephone conversations between Jack Sjostrom/CA Group of the SERVICE PROVIDER and Rick Splawinski of the Nevada Department of Transportation (DEPARTMENT), between May 14, 2019, and June 24, 2019.

The duration of this agreement will be 42 months, ending on December 31, 2022.

The attached Scope of Services was reaffirmed by both parties at the conclusion of negotiations.

The following schedule was agreed to by both parties:

Milestone	Date
Intermediate Design (60%) Submittal	January 31, 2020
QA/QC Review (90%) Submittal	November 14, 2020
PS&E (100%) Submittal	June 16, 2021
Final Plan Submittal	September 30, 2021

Key personnel dedicated to this project are as follows:

Name	Title
James Caviola	President
Jack Sjostrom	Project Principal
Sriram Bala	Project Manager
Dev Sharma	Roadway Lead
Vinay Virupaksha	Traffic Lead
Jared Olsen	Structures Lead
Brian Ruiz	Drainage Lead
Dev Sharma	Utilities Lead
Thomas Anderson	Electrical Lead
Tony Johnson	Survey Lead
Martin Jensen	Geotechnical Lead
Dean Mottram	QA/QC Manager
Cary Baird	Landscape Architecture Lead

Subconsultant	Project Description	Agreement No.
HDR	US95/CC215 Interchange	P011-10-015
	PMA, Risk Analysis & Financial Plans	P706-15-110
	Centennial Bowl SLI Services 3D/E	P362-18-015
	Traffic Safety Engineering Services	P205-18-816
	TSEDS Pyramid Lake Paiute Reservation	
	Roadway Design On-call Design Services	P396-17-010
	Traffic Operation On-call Design Services NDOT Advance Signal Warning System	P661-18-016
	Full Administration Construction Engineering, District II Betterments	P614-17-040
	US 395 North Valleys	P589-18-015
	CM Resident Engineer for D1, LPA Project Oversight	P635-16-040
	Benefit Cost Analysis for I-15 North Corridor Improvement Project	P664-18-006
	Biological Oversight and Threatened Species Compliance	P784-15-013
	Value Engineering/Analysis	P632-16-006
Horrocks Engineers	SR574 Cheyenne Avenue SUE	Pending
	Nevada Statewide Public Involvement On-call Services	P311-18-002
	McCarran SUE	P648-16-030
	CE On-call Services for Augmentation of D1 Crews	P045-18-040
	SR593 Tropicana Blvd Phase II SUE	P652-15-030
	NDOT Betterment On-call Services, Primm Road	P253-17-050
	US6-US50-US 93, Downtown Ely	P372-16-030
	I-80 CA-NV Stateline to Keystone Interchange	P648-16-030
	US395A Cattle Guard SUE	P648-16-030
Stantec	145 Story Avenue Intershere a 194	D007 15 010
	I-15 Starr Avenue Interchange L&A US95 Phase 2B-5 L&A	P007-15-010
		P302-11-010
	Winnemucca I-80 Interchanges L&A	P199-17-010 T01
	Tonopah Streetscape L&A	P199-17-010 T03
	I-580 Neil Interchange L&A	P199-17-010 T02

Active NDOT Agreements for the project subconsultants are as follows:

The DEPARTMENT's original estimate was \$2,991,500, including direct labor (9,000 man-hours of work by the SERVICE PROVIDER), an overhead rate of 120.0%, a 9.50% fee, and direct expenses of \$1,477,500 (including sub-consultant expenses).

The SERVICE PROVIDER's original estimate was \$3,536,353, including direct labor (14,072 man-hours of work by the SERVICE PROVIDER), an overhead rate of 104.62%, a 10.0% fee, and direct expenses of \$1,729,922 (including sub-consultant expenses).

The consultant's overhead rate of 104.62% was updated for the final design amendment.

The negotiations yielded the following:

- 1. There will be 11,400 total man-hours allocated to the prime consultant throughout the course of this agreement at a direct labor cost of \$661,744, including a prorated amount for anticipated raises, which will take effect over the term of the agreement.
- 2. Based upon the direct labor costs and an overhead rate of 104.62%, the overhead amount will be \$692,317.
- 3. A fee of 9.50% was agreed to by both parties, and will be \$128,636 for this agreement based upon the direct labor costs and overhead rate of 104.62%.
- 4. The amount for direct expenses will be \$1,517,303 for sub-consultants, reproduction, communication, travel and per diem. There will be no direct compensation for computer time.
- 5. The total negotiated cost for this amendment is \$3,000,000, increasing the total agreement amount to \$4,930,500.

Reviewed and Approved:

-Docusigned by: Cole Mortensen

Assistant Director

#### I-515 CHARLESTON BOULEVARD INTERCHANGE PROJECT FINAL DESIGN ATTACHMENT "A" SCOPE OF SERVICES

#### **1.0 GENERAL**

#### 1.1 PROJECT LOCATION AND PURPOSE

The I-515 Charleston Boulevard Interchange Project (the PROJECT) is located on Charleston Boulevard at the I-515/Charleston interchange and along 1.7 miles of I-515 between Charleston Boulevard and Eastern Avenue in the City of Las Vegas and Clark County, Nevada. The purpose of the PROJECT is to improve multimodal operations and safety on both I-515 and Charleston Boulevard, by reducing vehicular crashes, congestion, and travel delays, and by upgrading the pedestrian facilities on Charleston Boulevard.

The Nevada Department of Transportation (the DEPARTMENT) has programed the PROJECT for construction in FY 2022. The PROJECT will improve I-515 from the I-515/Charleston Boulevard interchange to the I-515/Eastern Avenue interchange, widen the I-515/Charleston Boulevard Interchange ramps, and reconstruct Charleston Boulevard from Honolulu Street to Sacramento Drive. Improvements on I-515 include adding one auxiliary lane in each direction between the Charleston Boulevard and Eastern Avenue interchanges. Ramp improvements include reconstructing and widening selected I-515/Charleston interchange ramps and widening the I-515/Eastern Avenue northbound exit ramp. Improvements along Charleston Boulevard include reconstructing and widening Charleston Boulevard, increasing the number and length of turn lanes to/from Charleston Boulevard and the I-515 ramps, and reconstructing the sidewalks on both sides to reflect Americans with Disabilities Act guidelines.

Execution of the final design engineering services included in this Scope of Services depend upon the outcome of the National Environmental Policy Act (NEPA) Environmental Assessment currently in progress and will not begin until a Finding of No Significant Impact (FONSI) is received from the Federal Highway Administration (FHWA). The DEPARTMENT may modify or cancel the PROJECT if the NEPA Environmental Assessment results in an outcome other than a FONSI.

If advanced into construction, the PROJECT is expected to be delivered using the Construction Manager at Risk (CMAR) project delivery method. The SERVICE PROVIDER will be required to coordinate with both CMAR and Independent Cost Estimator (ICE) service providers under separate contracts with the DEPARTMENT as an integral part of the performance of the final design services described herein.

#### **1.2 GENERAL DESCRIPTION OF SERVICES**

The work included in this Scope of Services consists of providing final design, engineering and plan preparation services for the proposed PROJECT improvements, and performing other tasks, documentation, and outreach as necessary for PROJECT execution. The work by the SERVICE PROVIDER includes coordination with concurrent efforts performed by the CMAR and ICE service providers for execution of the PROJECT under the CMAR project delivery method.

Work by the SERVICE PROVIDER will include work by CA Group as well as by subconsultants HDR, Horrocks, NOVA Geotechnical, ProPipe, Stantec, TJK, and VTN Nevada. In this scope of services, no distinction is made regarding whether the work will be performed by the prime consultant or subconsultants, as the prime consultant is solely responsible for execution of the PROJECT services under the terms of the SERVICE PROVIDER agreement.

The scope of services for this work includes the following major tasks:

- PROJECT MANAGEMENT
- QUALITY CONTROL AND QUALITY ASSURANCE
- PROJECT COST ESTIMATES
- MAPPING
- UTILITIES
- GEOTECHNICAL SERVICES
- PUBLIC INVOLVEMENT AND OUTREACH
- FINAL DESIGN ENGINEERING
- CMAR/ICE COORDINATION

#### 2.0 DESIGN CRITERIA

The SERVICE PROVIDER shall follow all DEPARTMENT standards and federal, state, and locally adopted and accepted criteria for the PROJECT. Any deviation from these criteria shall be proposed in Design Memoranda prepared by the SERVICE PROVIDER and submitted to the DEPARTMENT for approval. Applicable standards for this PROJECT are contained in the most recent versions of the following references:

- NDOT Standard Plans for Road and Bridge Construction, 2017
- NDOT Standard Specifications for Road and Bridge Construction, 2014
- NDOT Drainage Manual
- Clark County Hydrologic Criteria and Drainage Design Manual
- NDOT Storm Water Quality Manuals
- NDOT Planning and Design Guide
- AASHTO A Policy on Geometric Design of Highways and Streets, 2011
- AASHTO Roadside Design Guide, 2011
- Manual on Uniform Traffic Control Devices / Red Book, 2009
- NDOT Road Design Guide, 2010
- NDOT Access Management Standards, 2009/2017
- NDOT Project Management Guidelines
- NDOT Scoping Guidelines
- NDOT Risk Management Guidelines
- Applicable Codes of Federal Regulations
- Applicable NDOT and FHWA Policy Documents
- NDOT Structures Manual
- NDOT Landscape and Aesthetic Corridor Plans
- AASHTO Standard Specifications for Highway Bridges

- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals
- NDOT Work Zone Safety and Mobility Implementation Guide
- NDOT Traffic and Construction Noise Analysis and Abatement Policy

#### **3.0 PROJECT MANAGEMENT**

#### 3.1 MEETINGS

#### 3.1.1 Kickoff Meeting

The SERVICE PROVIDER shall conduct a Kickoff Meeting with the DEPARTMENT and other stakeholders as required within ten (10) days of the issuance of Notice to Proceed. The Kickoff Meeting will review the scope of work and PROJECT schedule and establish lines of communication. The Kickoff Meeting will be held in both Las Vegas and Carson City via video conference.

- Deliverables: Meeting notice and invitation to appropriate attendees
  - Meeting agenda
  - Meeting materials (PowerPoint presentation assistance, drawings, and/or Excel spreadsheets) to convey to the meeting attendees the pertinent details of the PROJECT
  - Participant list or attendance roster
  - Meeting minutes with the list of post-meeting action items, responsibilities, and due dates

#### 3.1.2 CMAR Project Delivery Meetings

#### 3.1.2.1 Design Review Meetings

The SERVICE PROVIDER shall coordinate and lead Milestone Plan Review Meetings, to respond to comments made by the DEPARTMENT, CMAR, and ICE. One meeting will immediately follow review of the NEPA/Preliminary Design (30% Plans) Submittal, and two meetings will follow review of the Intermediate Design (60% Plans) Submittal. These meetings will be held in both Las Vegas and Carson City via video conference.

Deliverables: • Meeting notice and invitation to appropriate attendees

- Meeting agenda
- Meeting materials (PowerPoint presentation assistance, drawings, and/or Excel spreadsheets) to convey to the meeting attendees the pertinent details of the PROJECT
- Participant list or attendance roster
- Meeting minutes with the list of post-meeting action items, responsibilities, and due dates

#### 3.1.2.2 Traffic Control Review Meetings

The SERVICE PROVIDER shall conduct two (2) Traffic Control Review Meetings with the DEPARTMENT and other PROJECT stakeholders after the Intermediate Design (60% Plans) and QA/QC Review (90% Plans) Submittals. At the second Traffic Control Review Meeting, the DEPARTMENT and other PROJECT

stakeholders will provide final comments to be incorporated into the traffic control plans. These meetings will take place in both Las Vegas and Carson City via videoconference.

Deliverables: • Meeting notice and invitation to appropriate attendees

- Meeting agenda
- Meeting materials (PowerPoint presentation assistance, drawings, and/or Excel spreadsheets) to convey to the meeting attendees the pertinent details of the PROJECT
- Participant list or attendance roster
- Meeting minutes with the list of post-meeting action items, responsibilities, and due dates

#### 3.1.2.3 Risk/Schedule Workshops

The SERVICE PROVIDER shall conduct three (3) ½ day Risk/Schedule Workshops. One meeting will immediately follow review of the NEPA/Preliminary Design (30% Plans) Submittal, and two meetings will follow review of the Intermediate Design (60% Plans) Submittal, and will be conducted in accordance with NDOT procedures. Subject matter experts from the SERVICE PROVIDER, DEPARTMENT, CMAR, and ICE are expected to participate.

These meetings will focus on identifying and documenting project-specific risk, including risk definition, probability of occurrence, potential mitigation, magnitude of cost and quantity risks, and evaluation of schedule risks. These meetings shall assign risk ownership and document risk management strategies. Probability modeling will be performed using Monte Carlo-style analysis software. These meetings will be held in both Las Vegas and Carson City via video conference. The SERVICE PROVIDER shall provide a Cost-Risk Analysis specialist to facilitate, model, and document the meetings.

- Deliverables: Meeting notice and invitation to appropriate attendees
  - Meeting agenda
  - Meeting materials (PowerPoint presentation assistance, drawings, and/or Excel spreadsheets) to convey to the meeting attendees the pertinent details of the PROJECT
  - Participant list or attendance roster
  - Updated Risk Register to be used in risk modeling
  - Intermediate and final risk analysis results

#### 3.1.2.4 Opinion of Probable Construction Cost Meetings

The SERVICE PROVIDER shall attend three (3) Opinion of Probable Construction Cost (OPCC) Meetings. One meeting will immediately follow review of the NEPA/Preliminary Design (30% Plans) Submittal, and two meetings will follow review of the Intermediate Design (60% Plans) Submittal. These meetings will focus on establishing, modifying, and maintaining the production-based cost model so that assumptions, contingencies, risks, and approaches to the cost estimates are fully understood by the Project Team. The meetings will also focus on developing the construction schedule. The SERVICE PROVIDER shall develop cost estimates in standard NDOT bid item format for the OPCC meetings and attend any subsequent cost resolution meetings.

Deliverables: • Meeting notice and invitation to appropriate attendees

- Meeting agenda
- Meeting materials (PowerPoint presentation assistance, drawings, and/or Excel spreadsheets) to convey to the meeting attendees the pertinent details of the PROJECT
- Participant list or attendance roster
- PROJECT cost estimates in NDOT bid item format

#### 3.1.3 Progress Meetings

#### **3.1.3.1 Bi-Monthly Progress Meetings**

The SERVICE PROVIDER shall coordinate and lead twelve (12) Bi-monthly Progress Meetings to report on the progress of the PROJECT. These meetings will be held in Las Vegas, Carson City, and other locations via internet video conferencing.

- Deliverables: Meeting notice and invitation to appropriate attendees
  - Meeting agenda
  - Meeting materials (PowerPoint presentation assistance, drawings, and/or Excel spreadsheets) to convey to the meeting attendees the pertinent details of the PROJECT
  - Participant list or attendance roster
  - Meeting minutes with the list of post-meeting action items, responsibilities, and due dates

#### 3.1.3.2 Right-of-Way Progress Meetings

The SERVICE PROVIDER shall coordinate and lead twelve (12) Right-of-Way Progress Meetings to coordinate right-of-way activities on the PROJECT. The meetings will be scheduled to occur as necessary during periods of right of way activity, and/or staggered with the Bi-monthly Progress Meetings on a recurring basis. These meetings will be held in Las Vegas, Carson City, and other locations via internet video conferencing.

Deliverables: • Meeting notice and invitation to appropriate attendees

- Meeting agenda
- Meeting materials (PowerPoint presentation assistance, drawings, and/or Excel spreadsheets) to convey to the meeting attendees the pertinent details of the PROJECT
- Participant list or attendance roster
- Meeting minutes with the list of post-meeting action items, responsibilities, and due dates

#### 3.1.4 Half-Day Partnering Meeting

The SERVICE PROVIDER shall attend one (1) Half-day Partnering Meeting as an update of the Partnering Workshop held during the NEPA phase. The Half-day Partnering Meeting will be held in Las Vegas, Nevada. The CMAR service provider will be responsible for the costs of the partnering workshop facilitator (to be chosen by the DEPARTMENT) and will be responsible for selecting the workshop location, coordinating with the facilitator, and documenting the meeting.

#### 3.1.5 Stakeholder and Agency Meetings

The SERVICE PROVIDER shall coordinate design activities with other agencies that are considered PROJECT stakeholders by the DEPARTMENT Project Manager. The DEPARTMENT Project Manager will be invited to all such meetings. The SERVICE PROVIDER will be responsible for coordinating, attending, and preparing exhibits and preparing meeting minutes for those meetings as required. The final list of Project Stakeholders will be updated from the previous work and be provided by the SERVICE PROVIDER to the DEPARTMENT for review and approval. The SERVICE PROVIDER shall address all design review comments from PROJECT stakeholders. It is estimated that three (3) Stakeholder and Agency Meetings will be held.

Deliverables: • Meeting notice and invitation to appropriate attendees

- Meeting agenda
- Meeting materials (PowerPoint presentation assistance, drawings, and/or Excel spreadsheets) to convey to the stakeholders the pertinent details of the PROJECT
- Participant list or attendance roster
- Meeting minutes with the list of post-meeting action items, responsibilities, and due dates

#### 3.1.6 Field Review Meeting

The SERVICE PROVIDER shall coordinate and convene a Field Review Meeting within one (1) month following the Intermediate Design (60% Plans) Submittal or as directed by the DEPARTMENT Project Manager to review the design and plans with all NDOT Divisions and the District ADE, RE, and field crew. No traffic engineering staff are anticipated to attend the field review meeting.

#### Deliverables: • Meeting notice and invitation to appropriate attendees

- Meeting agenda
- Photos and video logs (if any)
- Participant list or attendance roster
- Meeting minutes with the list of post-meeting action items, responsibilities, and due dates

#### 3.1.7 Miscellaneous Meetings

Miscellaneous meetings will be scheduled between the DEPARTMENT and SERVICE PROVIDER Project Managers as necessary to address project developments and needs as they occur. It is estimated that six (6) miscellaneous meetings will be required. The meetings will be conducted via teleconference, videoconference, or in person as appropriate.

Deliverables: • Meeting notice and invitation to appropriate attendees

- Meeting agenda
- Meeting materials (PowerPoint presentation assistance, drawings, and/or Excel spreadsheets) to convey to the attendees the pertinent details of the PROJECT
- Participant list or attendance roster
- Meeting minutes with the list of post-meeting action items, responsibilities, and due dates

#### **3.2 DESIGN SCHEDULE**

The SERVICE PROVIDER shall produce a critical path method (CPM) diagram at the PROJECT onset to aid in control of the PROJECT design schedule. The CPM diagram will be submitted to the DEPARTMENT Project Manager within two (2) weeks after the NTP in issued. The CPM diagram will show:

- Due dates for PROJECT milestones and deliverables;
- Production durations for various design elements of the Final Design package; and,
- Relationship lines between activities.

The following are the anticipated timeframes for major milestones, subject to the development of the baseline PROJECT schedule:

- Intermediate Design (60% Plans) Submittal: Ja
- QA/QC Review (90% Plans) Submittal:
- PS&E (100% Plans) Submittal:
- Final Submittal:

January 31, 2020 November 14, 2020 June 16, 2021 September 30, 2021

The SERVICE PROVIDER shall be responsible for updating and maintaining the CPM diagram as an exhibit for each monthly PROJECT progress meeting. Should significant changes occur that may affect the PROJECT milestones or completion/submittal dates, the SERVICE PROVIDER shall promptly submit a revised PROJECT schedule detailing:

- How the PROJECT will be brought back on schedule, if feasible, or
- Proposed changes in milestone and PROJECT completion dates, if approved target dates are no longer feasible.
- Explanation of the change in writing.

The term "significant changes" shall apply to the following circumstances:

- 1. When a delay in completion of any work item or sequence of work items results in an estimated extension of the PROJECT completion in 5 days or 5% of the remaining duration of time to complete the PROJECT, whichever is less
- 2. When delays in submittals or deliveries make re-planning or rescheduling of the work necessary
- 3. When the schedule does not represent actual prosecution and progress of the work
- 4. When any changes affect the critical path
- 5. When contract modifications necessitate schedule revisions

Deliverables: • Design Schedule within two (2) weeks of obtaining NTP

• Updated Design Schedule for each Monthly Progress Meetings

#### **3.3 PROJECT MANAGEMENT PLAN**

The SERVICE PROVIDER shall prepare a Project Management Plan (PMP) following the DEPARTMENT'S Project Management Guidelines. The PMP will be the primary source of information for how the PROJECT will be planned, executed, monitored, controlled, and closed. The SERVICE PROVIDER'S Project

Manager shall prepare and update the project management plan in collaboration with the PROJECT team. The PROJECT team should use the PMP for the successful delivery of the PROJECT. The PMP shall consist of PROJECT'S: Budget, Schedule, Risk Management Plan, Communication Plan, Change Management Plan, and Quality Plan. This plan shall be endorsed by the PROJECT team to gain commitment and to identify and resolve any significant issues with the plan.

Deliverables: • Project Management Plan within 30 days of NTP

• Provide updates to the Project Management Plan during Monthly Progress Meetings as necessary

#### 3.4 MONTHLY PROJECT REPORTING

The SERVICE PROVIDER shall submit a monthly status report to the DEPARTMENT Project Manager stating the status of the PROJECT. The Progress Report shall be provided along with the SERVICE PROVIDER's monthly invoice. The report shall be an overall progress summary of activities completed to date concerning scope, schedule, and budget, including design and construction cost projections. The report shall also contain tasks that were performed during the month and included objectives for the next month of work. Any changes or conflicts in scheduling, scope, or budget should be noted in the report.

Deliverable: • Monthly PROJECT Status Report

#### 3.5 PROJECT COORDINATION AND DOCUMENTATION

#### 3.5.1 Correspondence

The SERVICE PROVIDER shall maintain a log of PROJECT correspondence. The log will briefly note the identity of the sender and recipients, the date received, and the subject of the correspondence. Copies of all formal correspondence will be forwarded to the DEPARTMENT Manager for review.

Deliverable: • Updated Correspondence log to be available at all times on ProjectWise.

#### 3.5.2 Project Administration

The SERVICE PROVIDER shall prepare and maintain PROJECT cost and budget controls monthly and maintain PROJECT records and files. The SERVICE PROVIDER shall prepare and submit invoices monthly. The SERVICE PROVIDER shall maintain PROJECT records and files.

Deliverable: • Monthly invoice within ten business days of the last business day of the month

#### 3.5.3 Coordination with Other Projects

The SERVICE PROVIDER shall coordinate with the DEPARTMENT on its other projects in Southern Nevada and similarly with Local Public Agencies including, at a minimum, the City of Las Vegas and Clark County. The intent of the coordination effort is to achieve efficiency in the development and execution of both this PROJECT and the interfacing projects. It is anticipated that the SERVICE PROVIDER shall coordinate with NDOT's I-515 SB Auxiliary Lane and Viaduct Rehabilitation Project programmed to begin

construction in 2021, and any City of Las Vegas and Clark County projects occurring in the vicinity of the PROJECT at the same time.

Deliverable: • Minutes of coordination meetings with other NDOT and LPA projects

#### 4.0 QUALITY CONTROL AND QUALITY ASSURANCE (QC/QA)

The SERVICE PROVIDER is responsible for the accuracy and completeness of the plans and related design prepared under this contract and shall check all such material accordingly.

The SERVICE PROVIDER shall have a Quality Control Plan in effect during the entire time work is being performed under this contract. The plan shall establish a process whereby plans, calculations, and documents submitted for review shall be marked as being fully checked by a qualified individual other than the originator. The deliverables shall be reviewed by DEPARTMENT for conformity with the DEPARTMENT's procedures, contract terms, and this Scope of Services. Non-compliance will be sufficient cause for rejection of a submittal. The Service Provider acknowledges that review by the DEPARTMENT does not include detailed review or checking of designs and related details, or the completeness and accuracy of such designs and details.

#### 4.1 QUALITY CONTROL PLAN

The SERVICE PROVIDER shall submit its Quality Control Plan to DEPARTMENT for review within thirty (30) days of NTP. The plan will address as a minimum:

- Checking procedures, including all drawings and design calculations reviewed by the SERVICE PROVIDER's QC Team members, none of whom will otherwise be directly involved with the PROJECT;
- The orientation of employees in quality requirements;
- Methods of monitoring; and,
- Documenting quality control activities.

The QC process will ensure that all documents produced by the SERVICE PROVIDER, including but not limited to plans, reports, calculations, special provisions, notes, estimates, and schedules are thoroughly checked by an individual at least equally competent to the originator of the document to verify accuracy. The process will address resolution of conflicts and assure agreement of computer programs and procedures for checking computer input and output. Checking shall not only confirm the accuracy of calculations but shall include a thorough review of the proper use of Standard Drawings, Drafting Guides, Project Design Guidelines, and other manuals and documents referenced in Section 2.1.

Deliverable: • Quality Control Plan within 30 days of NTP

#### 4.2 QC/QA REVIEWS

The SERVICE PROVIDER shall perform independent quality control/quality assurance reviews before the following stages in accordance with the Quality Control Plan. The independent reviewer will not be a member of the production team.

#### 4.2.1 60% QC/QA Review

The SERVICE PROVIDER shall perform QC/QA review before the Intermediate Design (60% Plans) Submittal.

#### 4.2.2 90% QC/QA Review

The SERVICE PROVIDER shall perform QC/QA review before the QA/QC Review (90% Plans) Submittal.

#### 4.2.3 100% QC/QA Review

The SERVICE PROVIDER shall perform QC/QA review before the PS&E (100% Plans) Submittal.

The SERVICE PROVIDER shall provide written confirmation of the PROJECT Design Team's internal checking and review to the DEPARTMENT in conjunction with each deliverable submittal. The checking documentation shall be signed by the SERVICE PROVIDER's Project Manager and QA Manager.

Deliverable: • Signed documentation for QC/QA review with each review submittal

#### **5.0 CONSTRUCTION COST ESTIMATES**

The SERVICE PROVIDER shall prepare bid item quantities using NDOT's standard Bid Item list and current item estimates to create Construction Cost Estimates for the PROJECT. The DEPARTMENT's estimating representative will enter items in the integrated Project Development (iPD) System and in accordance with the DEPARTMENT'S Project Cost Estimation Manual. The SERVICE PROVIDER shall prepare Construction Cost Estimates at the following stages:

#### 5.1 Intermediate Review Estimate

The SERVICE PROVIDER shall include an Intermediate Review Estimate of the project bid item quantities and Construction Costs with the Intermediate Design (60% Plans) Submittal.

#### 5.2 QA Estimate

The SERVICE PROVIDER shall include a QA Estimate of the project bid item quantities and Construction Costs with the QA/QC Review (90% Plans) Submittal. Construction items added to the project or significantly modified from the Intermediate submittal by the DEPARTMENT, the City of Las Vegas, or the CMAR are not included in this scope of work. Additional or significantly changed items will be estimated through an amendment to the agreement.

#### 5.3 Final Engineer's Estimate

The SERVICE PROVIDER shall include a Final Engineer's Estimate of the project bid item quantities and Construction Costs with the PS&E (100% Plans) Submittal. Construction items added to the project or significantly modified from the QA submittal by the DEPARTMENT, the City of Las Vegas, or the CMAR are not included in this scope of work. Additional or significantly changed items will be estimated through an amendment to the agreement.

Deliverable: • Project bid item quantities and Construction Cost Estimates with each plan review submittal

#### 6.0 SURVEY, MAPPING AND RIGHT-OF-WAY

Location control and aerial topographic mapping within the PROJECT limits was previously obtained under a separate contract and will be adopted for this PROJECT.

All survey data and notes produced or collected will be maintained as part of the PROJECT documentation to be submitted to the DEPARTMENT upon completion of the PROJECT and/or termination of the contract. All survey work will be completed under the direction of a Nevada Registered Land Surveyor.

#### 6.1 FIELD SURVEY

A comprehensive field survey was conducted during the NEPA phase to establish existing topography such as pavement surfaces, soundwall locations, invert elevations, and grading limits. The SERVICE PROVIDER shall supply any required supplemental horizontal and vertical location of existing topography including utilities (pothole locations), pavements, curb and gutter, sidewalk ramps, driveways, drainage facilities, walls (neighborhood or private), concrete appurtenances, and any other features necessary for development of the design and plans. Invert elevations will be verified for sanitary sewer manholes, storm drain manholes, inlets, culverts, and other drainage features impacted by the proposed improvements or as necessary to complete the PROJECT design, including location of geotechnical borings.

The SERVICE PROVIDER shall obtain any necessary additional survey data for the PROJECT including:

- Edge of pavement
- Crown lines/longitudinal grade breaks
- Pavement markings and signs
- Barrier rails
- Retaining walls and sound walls
- Any other critical features required for PROJECT development

An initial Existing Condition Drainage Facilities Evaluation Report for I-515/Charleston Boulevard Environmental Assessment was completed during the NEPA phase of the project. That document was prepared to provide an assessment of the condition of existing storm drain systems through field evaluation and videos. Recommendations for remediation of storm drain systems were made based on the field and video observations. Portions of the existing storm drain system could not be observed due to trash and sediment accumulation within portions of the storm drain system. The following additional services will be provided to finalize the existing condition storm drain evaluation report.

- Coordinate with District 1 to establish areas of the storm drain that will be cleared of debris to allow more video to be provided through the pipe systems and allow observation in areas that could not be observed previously.
- Coordinate with District 1 to expose outlet storm drain for the detention ponds north of Charleston Boulevard to determine what improvements will be required to allow the ponds to function as intended.
- Provide final recommendations for remediation of the existing storm drain system and detention ponds.

Deliverables: • MicroStation CAD files and InRoads surface files for additional drainage surveys

- Video inspection files for additional drainage surveys
- Final Existing Condition Drainage Facilities Evaluation Report

#### 6.2 COORDINATION WITH LOCATION DIVISION

The SERVICE PROVIDER shall work with the DEPARTMENT's Location Division to obtain the most recent mapping and ortho-photography available for the corridor. The SERVICE PROVIDER shall reference the "Special Instructions for Location Consultants" Manual for mapping requirements, and coordinate with the Location Division to ensure that all mapping, ortho-photography, and field surveys are completed in accordance with the DEPARTMENT's requirements.

#### 6.3 RIGHT-OF-WAY

The DEPARTMENT's Right of Way Division will prepare all Right-of-Way plans, legal descriptions, and other necessary acquisition instruments, and perform all activities required to complete the Right-of-Way acquisitions and relocations for the PROJECT. The SERVICE PROIVDER will coordinate a Right of Way Setting Meeting to provide the final project right of way to the DEPARTMENT and answer any outstanding questions. The DEPARTMENT will conduct the meeting and provide the agenda and materials for discussion. The SERVICE PROVIDER will prepare meeting minutes and an action items list.

#### 6.3.1 Right-of-Way Exhibits

This work will include preparation of up to 10 right of way setting exhibits for the DEPARTMENT's use. The exhibits will include control and geometric descriptions of the anticipated right of way acquisitions (includes permanent and temporary easements).

### 7.0 UTILITIES

The SERVICE PROVIDER shall perform the following tasks:

- 1. Subsurface Utility Engineering (SUE) Solicit input from CMAR service provider and the DEPARTMENT regarding pothole locations and timing.
- Utility Rights Research Solicit information from LPAs, DEPARTMENT, and utility companies regarding facilities within the PROJECT limits and research and coordinate with all to assist in verification of prior rights.
- 3. Comprehensive Utility Coordination.
- 4. Final Utility Plans Include public (storm, water, sanitary) utility relocations on construction plans. See Section 10.

### 7.1 SUBSURFACE UTILITY ENGINEERING

The locations of all existing utilities shall be researched and shown on the plans. The SERVICE PROVIDER shall conduct designation and location activities for all utilities, including horizontal locating quality levels "D", "C" and "B" for all utilities and up to fifty (50) vertical locating quality level "A" potholes on underground utilities at critical locations. All designation information shall be color coded and provided to the DEPARTMENT in electronic and hard copy format. The electronic copy shall be provided in MicroStation DGN file format for CADD files graphically depicting the location of all utilities.

The SERVICE PROVIDER shall submit a pothole plan to the PROJECT team members for their review and input prior to initiating the potholing.

Deliverable: • SUE Report and utility relocation design documentation

### 7.2 UTILITY RIGHTS RESEARCH

The SERVICE PROVIDER shall research DEPARTMENT permits, County and City Franchise Agreements, old DEPARTMENT contract plans, as-built plans and public records to provide a preliminary opinion to the DEPARTMENT's Project Manager and Utility Division as to which party should bear the cost of relocation. The SERVICE PROVIDER shall coordinate meetings between the DEPARTMENT and utility providers based on the results of its utility coordination and anticipated utility impacts. Presentation and documentation of prior rights shall be the responsibility of each utility company. It is the responsibility of the DEPARTMENT and respective utility company to agree on which should fund any relocation.

### 7.3 UTILITY COORDINATION

The SERVICE PROVIDER shall be responsible for utility coordination services, including but not limited to direct coordination with utility companies or entities. The SERVICE PROVIDER shall coordinate, facilitate and attend up to twelve (12) utility coordination meetings with DEPARTMENT Right-of-Way utilities staff, the SERVICE PROVIDER's Project Manager and Task Leads, the DEPARTMENT Project Manager and Team Leads, and any affected utility companies or entities. The SERVICE PROVIDER shall report on the progress of the PROJECT, any changes in the scope of the PROJECT, and answer any PROJECT related questions. A status of the utility coordination and relocation efforts shall be reported at these meetings. All coordination with utility companies or entities will be the responsibility of the SERVICE PROVIDER with input from DEPARTMENT's Utility Section Supervisor and staff. The SERVICE PROVIDER shall determine the key contact for each utility company and establish and maintain effective communication lines between the utility companies and the SERVICE PROVIDER team.

As soon as adequate design plans are available, the SERVICE PROVIDER shall submit two sets of plans to each utility company depicting the anticipated impacts and for final prior rights determination. Written authorization for the utilities to incur costs for the preparation of relocation plans, estimates and other work related to the project will be sent by the DEPARTMENT's Utility Division. After the utility companies receive the initial plans, a field review will be held with the SERVICE PROVIDER and each of the affected utility companies and entities. The SERVICE PROVIDER shall coordinate the planning for relocation of utilities with the affected utility owners and DEPARTMENT Right-of-Way personnel. The SERVICE PROVIDER shall coordinate with and provide all information to the DEPARTMENT to notify utility providers to relocate their lines at their own expense or obtain any necessary cost estimates and preparation of preliminary agreements (if required for the utility coordination work) to cover utility relocation work when at the DEPARTMENT's expense. The SERVICE PROVIDER shall coordinate with each utility company to ensure that all plans and relocation cost estimates are produced in a timely manner to meet the PROJECT schedule. The SERVICE PROVIDER is not responsible for schedule delays due to any utility company design, schedule, or availability of materials for the utility company's work. The SERVICE PROVIDER shall maintain contact with and provide project specific design requirements to each utility company to ensure they adhere to DEPARTMENT and FHWA policy and procedures and provide project-specific information necessary for the utilities to produce their plans, estimates and prior rights documentation. If necessary, the SERVICE PROVIDER shall meet with utility company managers to attempt to expedite the submission of plans, estimates and prior rights. Once the utility

packages are received, the SERVICE PROVIDER shall review the prior rights documentation to verify conformance with appropriate provisions of the NRS, NAC Chapter 408, and Title 23 CFR Part 654 regulations.

The SERVICE PROVIDER shall perform detailed reviews of the utility company's plans and cost estimates to ensure that they meet the requirements of NAC Chapter 408 and Title 23 CFR Part 645 regulations, with particular attention to betterment, depreciation, and salvage credits. Review and approval of the relocation plans and estimate shall be performed in conjunction with a "Utility Agreement Checklist - Plans Review" as supplied by the DEPARTMENT's District 1 Right-of-Way office. The SERVICE PROVIDER shall complete, sign and return the Checklist to the District 1 Right-of-Way office for its concurrence and use. After a thorough review of the utility packages, the SERVICE PROVIDER shall assist the DEPARTMENT's Utility Division to prepare draft/preliminary utility relocation agreements and draft/preliminary occupancy exhibits according to current DEPARTMENT standards. Once prepared, the agreements shall be reviewed by DEPARTMENT's District 1 Right-of-Way office, the utility staff specialist, and state AG legal counsel, then submitted to the DEPARTMENT for signatures. Upon receipt of the fully executed agreements, the SERVICE PROVIDER shall provide a duplicate original, or "Certified True Copy," to the utility company along with a Notice to Proceed.

### 7.4 UTILITY RELOCATION DESIGN

Where public (storm, water, sanitary) utility conflicts occur and adjustments or relocations are required, the utility relocation designs and plans shall be prepared by the SERVICE PROVIDER. As needed, the SERVICE PROVIDER shall develop Intermediate Design (60%), QC/QA Review (90%), and PS&E (100%) plans, profiles, details, structure lists and cost estimates for the adjustment or relocation of any public (storm, water, sanitary) utilities required due to conflicts with the proposed PROJECT improvements. See Section 10.

#### **8.0 GEOTECHNICAL SERVICES**

The SERVICE PROVIDER shall prepare a Geotechnical Memorandum for the PROJECT. The Geotechnical Memorandum shall provide geotechnical recommendations for the following PROJECT components; anticipated subsurface exploration programs are listed for each component.

- 1. Bridge Widening Foundations
  - a. I-515 over Stewart Avenue: one boring at each substructure unit
  - b. I-515 over Pecos Road: one boring at each substructure unit
  - c. I-515 over Mojave Road: one boring at each substructure unit
- 2. Retaining Walls
  - a. Cast in place retaining walls at Charleston Boulevard truncated bridge slopes: one boring at each retaining wall
  - b. MSE retaining wall, NB I-515 between Stewart Avenue and Pecos Road: one boring every 150 feet
  - c. MSE retaining wall, NB I-515 between Pecos Road and Mojave Road: one boring every 150 feet
- 3. Sound Wall Foundations
  - a. New sound wall, NB I-515 mainline between Charleston Boulevard and NB on-ramp gore: one boring every 200 feet

- b. New sound wall, I-515 NB on-ramp and mainline between Charleston Boulevard ramp terminal and Stewart Avenue: one boring every 200 feet
- c. New sound wall, NB I-515 between Stewart Avenue and Pecos Road: use MSE wall borings
- d. New sound wall, NB I-515 between Pecos Road and Mojave Road: use MSE wall borings
- e. New sound wall, NB I-515 between Mojave Road and connection to existing soundwall: one boring every 200 feet
- f. Existing sound wall extension, Eastern Avenue SB on-ramp: one boring
- g. Existing sound wall extension, SB I-515 mainline between SB on-ramp gore and Eastern Avenue: one boring
- h. New sound wall, WB Charleston Boulevard between multi-use path and Woodbury Medical Center: one boring every 200 feet
- 4. Embankments
  - a. NB I-515 mainline between Charleston Boulevard and NB on-ramp gore: use sound wall borings
  - b. I-515 NB on-ramp and mainline between Charleston Boulevard ramp terminal and Stewart Avenue: use sound wall borings
  - c. NB I-515 between Mojave Road and connection to existing soundwall: use sound wall borings
- 5. High Mast Light Foundations: one boring at each high mast light location

The SERVICE PROVIDER shall:

- Review pertinent background data and literature.
- Coordinate and mobilize for the subsurface exploration. The SERVICE PROVIDER is responsible to obtain all required encroachment and occupancy permits.
- Perform laboratory tests to evaluate physical and engineering properties of the sub-soils including shear tests, in-place moisture content and dry density, gradation, Atterberg limits, maximum dry density and optimum moisture content, R-value, solubility potential, in-situ and saturated resistivity, and chemical analysis (including pH, oxidation-reduction, sulfate, sulfide, total salts, and chloride).
- Provide recommendations regarding structure and lighting foundations, excavatability of subsurface materials, embankments for pavement support, temporary construction slopes, backfills, lateral earth pressures, and soil corrosion.

The DEPARTMENT's Materials Division will provide the pavement structural section and other design information for the:

- 1. Proposed concrete pavement widening along I-515 SB between Charleston Boulevard and Eastern Avenue.
- 2. Proposed asphalt pavements at the I-515 Charleston Boulevard and Eastern Avenue ramps.
- 3. Overlay of the existing I-515 concrete pavement for restriping between Charleston Boulevard and Eastern Avenue.
- 4. Materials properties to derive project quantities, including approved materials densities, specific gravity, and application rates.

#### Deliverables: • Draft Geotechnical Memorandum with Intermediate Design (60%) Submittal

• Final Geotechnical Memorandum with QC/QA Review (90%) Submittal

#### 9.0 PUBLIC RELATIONS

#### 9.1 PUBLIC INFORMATION PLAN

The SERVICE PROVIDER shall provide the DEPARTMENT Project Manager, DEPARTMENT Public Hearings Officer, and DEPARTMENT Communication Office an update to the previously prepared and approved public information plan for the PROJECT. The plan shall include public information, public relations and outreach strategies. Upon PROJECT completion, the SERVICE PROVIDER shall provide the DEPARTMENT Project Manager, DEPARTMENT Public Hearings Officer, and DEPARTMENT Communication Officer a Summary Report on Public Information and Outreach, including the public information plan and documentation of all outreach activities, materials, and media coverage.

### 9.2 PUBLIC MEETING

The SERVICE PROVIDER shall arrange for and conduct one (1) public meeting for the PROJECT in Las Vegas. The SERVICE PROVIDER, in coordination with the DEPARTMENT, the DEPARTMENT's Public Hearings Officer and the DEPARTMENT's Public Information Officer, shall be responsible for the public meeting as follows:

- Establishing the meeting date and time.
- Securing meeting location (anticipated to be a public facility with no cost for use).
- Designing and preparing mailers, flyers, and newspaper advertisements.
- Providing neighborhood notification (mail and/or door hangers), e-blasts (email), and newspaper advertisements in the Las Vegas Review-Journal and one minority publication.
- Preparing any necessary exhibits for the PROJECT for public display.
- Preparing handouts for the public information meeting.
- Preparing additional displays as appropriate.
- Providing a Spanish Translator to attend each public information meeting for translating services to the public, if needed.
- Providing meeting summaries including public comments as part of the record of the meeting.
- Participating in the meeting to explain the PROJECT, and answer questions.
- Assisting in preparing PowerPoint presentations.
- Assisting in setting up and breaking down of each public information meeting.
- Providing additional audio and visual equipment if needed.

#### 9.3 SUPPLEMENTAL PUBLIC OUTREACH

The SERVICE PROVIDER shall assist the DEPARTMENT Project Manager and the DEPARTMENT Public Information Officer during the design and construction of the PROJECT with creating, preparing and releasing relevant and timely information regarding PROJECT status. Materials may include news releases, advisories, fact sheets, press kits, and any other collateral materials prepared especially for news media, as well as materials such as doorhangers for direct distribution to the public. Supplemental outreach services will also include preparing for and attending meetings with public agencies, affected businesses, and/or other targeted stakeholders during design and construction of the PROJECT.

#### **10.0 FINAL DESIGN ENGINEERING**

#### 10.1 NEPA/PRELIMINARY DESIGN (30% PLANS) SUBMITTAL

Immediately following completion of the NEPA phase, the SERVICE PROVIDER shall compile the Preliminary Design (30%) Construction Plans, Preliminary Review Estimate, and other pertinent reports and work products developed during the NEPA phase and distribute this material to the PROJECT team for an initial final design review. Plan sheets and other work products shall be formatted as submitted to the DEPARTMENT during the NEPA phase.

#### 10.2 INTERMEDIATE DESIGN (60% PLANS) SUBMITTAL

The SERVICE PROVIDER shall develop Intermediate Design (60%) Construction Plans, Intermediate Review Estimate, and Preliminary Specifications Notes for the PROJECT. Plan sheets shall be color, 11-inch by 17-inch drawings with standard DEPARTMENT borders and in conformance with DEPARTMENT standards. The Plans will be prepared based on coordination with the CMAR, incorporating input from an initial project review meeting.

#### 10.2.1 Roadway

The SERVICE PROVIDER shall develop Intermediate Design (60%) Title Sheet, Location Sketch, Typical Sections, General Notes, Summaries, Estimate of Quantities, Roadway Plans, Profiles, Grading Plans, Geometrics and Elevation Control, Special Details, Site Preparation Plans, Quantitates, Structure Lists, and Estimates for the:

- Auxiliary lanes in each direction between Charleston Boulevard and Eastern Avenue
- Improvements to the Charleston Boulevard and Eastern Avenue interchange ramps
- Improvements on Charleston Boulevard, expected to extend from Honolulu Street to Sacramento Boulevard
- Widening of existing bridges on I-515 at Stewart Avenue, Pecos Road, and Mojave Road

Roadway profiles and/or geometric and elevation control sheets are only needed where roadway widening diverges from the existing roadway and/or ramp profiles, at the edges of the I-515 auxiliary lane widening, along the Charleston Boulevard on and off ramp modifications, and along the north side of the improvements on Charleston Boulevard.

The SERVICE PROVIDER shall update the preliminary Geotechnical Approval Memorandum, Geometric Approval Plan Package, and Design Exceptions Memorandum. These documents shall be sealed by the responsible engineer and be included with the Intermediate Design (60%) Submittal.

#### 10.2.2 Drainage

The SERVICE PROVIDER shall develop an Intermediate Design (60%) Draft Drainage Report as an update to the previously provided 30% memorandum, and Intermediate (60%) Drainage Plans, Profiles, Details, Quantitates, Structure Lists, and Cost Estimates.

#### 10.2.2.1 Drainage Report

The SERVICE PROVIDER shall prepare an Intermediate Design (60%) Draft Drainage Report by expanding and refining the drainage analysis and further develop selected improvements as outlined in the Environmental Assessment and preliminary plan submittal. The Draft Drainage Report will refine the hydrologic analysis and further detail onsite/offsite sub-basin delineation maps used in the determination of design flows for hydraulic analysis of existing and proposed drainage facilities within the PROJECT corridor. Although this project is not expected to significantly impact offsite flows, additional discussion of major drainage facilities used to convey offsite flows impacting the PROJECT corridor will be provided and will reference all existing available data such as local Flood Control Master Plans, existing studies, and existing Flood Insurance Studies (FIS) if necessary. The drainage report work will complete the previous Drainage System conditions report (See Section 6.1) and provide recommendations for replacement of aged or damaged drainage facilities. Hydraulic analysis provided in the preliminary submittal will be refined and will include calculations for existing and proposed drop inlets, roadway flow spread width, and outfall storm drain systems within the PROJECT corridor. New Spread violations due to the PROJECT improvements shall be identified, compared to existing spread conditions, and mitigation measures proposed and evaluated with NDOT staff for feasibility, cost/benefit, and impacts to adjacent properties prior to implementation. Normal depth calculations will be provided for minor storm drain systems and water surface profiles will be developed for major storm drain systems. The Draft Drainage Report will provide additional verification on the construction feasibility for all proposed drainage facilities. All drainage design requirements will be outlined and will be developed based on the NDOT Drainage Manual criteria as well as any applicable local, state, and federal agency criteria.

Coordination will also include review of Storm Water impacts and will be coordinated with the DEPARTMENT's Storm Water division to review applicable components of the Draft Drainage Report.

### 10.2.2.2 Drainage Plans

The SERVICE PROVIDER shall prepare drainage plans and storm drain profile sheets including annotation and construction notes to clearly show and describe existing and proposed drainage facilities within the PROJECT limits. Detail sheets will be prepared for all proposed drainage structures. See Section 10.1.6 related to erosion control.

### 10.2.3 Utilities

The SERVICE PROVIDER shall develop Intermediate Design (60%) Utility Relocation Plans showing all the existing utilities and a schedule of utility cover adjustments and possible relocations based on the results of the SUE investigation within the PROJECT limits. Required relocations of dry utilities will be performed by the respective utility company and coordinated through the DEPARTMENT's Utility Section. The SERVICE PROVIDER shall develop Intermediate Design (60%) Utility Plans, Profiles, Details, Quantities, Structure list, and Estimates for the relocation or adjustment of water or sanitary sewer utilities required due to conflicts with the proposed improvements.

### 10.2.4 Traffic

### 10.2.4.1 Striping

The SERVICE PROVIDER shall develop Intermediate Design (60%) Striping Plans, Quantities, and Estimates for:

- Restriping the auxiliary lanes on I-515 from Charleston Boulevard to Eastern Avenue. Additional restriping may be needed beyond these limits to account for temporary striping associated with traffic control.
- Restriping the affected I-515 Charleston Boulevard and Eastern Avenue interchange ramps.
- Restriping Charleston Boulevard within the project limits between Honolulu and Sacramento. Additional restriping may be needed beyond these limits to account for temporary striping associated with traffic control.

Striping Plans shall be developed based on MUTCD and DEPARTMENT standards.

#### 10.2.4.2 Signing

The SERVICE PROVIDER shall develop Intermediate Design (60%) Signing Plans, Signing Details, Quantities, and Estimates for I-515 and Charleston Boulevard within the PROJECT limits based on the MUTCD and DEPARTMENT policies and practices for the:

- Removal, replacement, addition to and upgrade of overhead guide sign panels and structures on I-515 impacted by the auxiliary lanes and associated ramps.
- Removal, replacement, and addition of, or modification to all signs and structures impacted by improvements to Charleston Boulevard.
- Removal and replacement of deteriorated sign panels, if necessary.

For any overhead guide sign panels that exceed the sign panel height limits of the current NDOT Standard Plans, structural calculations and plans will be prepared for up to two (2) associated NEW sign structures.

#### 10.2.4.3 Lighting

The SERVICE PROVIDER shall prepare Intermediate Design (60%) Lighting Plans, Conduit, Cable, and Conductor Schedules, Pull Box Schedule, High Mast Pole Schedule, Overhead Sign Lighting Schedule, Lighting Structure List, Quantities, and Estimates for the:

- Relocation of lighting within the area of auxiliary lanes and associated ramps. Lighting improvements on I-515 are anticipated to be completed using a high-mast system generally located in the median, with additional lights provided in interchange in-field areas as needed. Supplemental ramp gore lighting will be provided to conform to DEPARTMENT standards.
- Underpass lighting adjustments or upgrades for all I-515 overpass bridges in the project limits all, if necessary.
- Upgrading existing luminaires to LED and relocating up to twenty (20) light poles to accommodate roadway widening and ADA clearances on Charleston Boulevard as necessary.
- Overhead sign lighting for the new overhead sign structures, if any.
- Removal of all existing lighting in conflict with the project's proposed lighting.

At the intermediate submittal, locations for power service locations will be identified, and capacities of existing systems determined to identify the need for upgraded and/or additional services. These locations will be coordinated with NV Energy.

#### 10.2.4.4 Traffic Signals

The SERVICE PROVIDER shall prepare Intermediate Design (60%) Signal Plans, Conduit, Cable, and Conductor Schedules, Pull Box Schedule, Structure List, Quantities, and Estimates for:

• Four (4) signalized intersections along Charleston (Honolulu Street, I-515/Charleston Boulevard Ramp Terminals (2), and Sacramento Drive) and conform to the maintaining agency's standards.

Traffic Signal bid items will be per the DEPARTMENT's standards and coordinated with the DEPARTMENT's Traffic and ITS Division to ensure compliance to all agency requirements. The maintaining agency will be involved in all aspects of the proposed signal implementation. At the intermediate submittal, locations for power service will be identified, and capacities of existing pedestals determined to identify the need for upgraded and/or additional services. These locations will be coordinated with NV Energy.

#### 10.2.4.5 ITS

The SERVICE PROVIDER shall prepare Intermediate Design (60%) ITS Plans, Structure List, Quantities, and Estimates for:

• All existing ITS elements within the project limits, whether or not they are impacted by construction of the proposed improvements, are anticipated to be replaced with new equipment. New equipment and impacts to the existing ITS facilities will be coordinated with the DEPARTMENT during the 60% design development and depicted on the 60% plans.

#### 10.2.4.6 Traffic Control

The SERVICE PROVIDER shall develop and submit a preliminary Transportation Management Plan along with the Intermediate Design (60% Plans) Submittal.

The SERVICE PROVIDER shall coordinate with the Project Team and CMAR to develop an initial project construction Sequencing/Staging plan. The Staging plan will be coordinated with the DEPARTMENT's Traffic Operations and Traffic Information, Constructability, and Construction Management Divisions, District 1, and the CMAR and ICE. The staging plan will consider limitations of operations for maintenance of traffic, including requirements for minimum number of lanes or access at all times during construction, including access for bicycles and pedestrians.

The Transportation Management Plan (TMP) shall describe and address the traffic impacts of the proposed construction per the DEPARTMENT'S Work Zone Safety and Mobility Implementation Guide and incorporate the CMAR's anticipated traffic control phasing.

The SERVICE PROVIDER shall develop an Intermediate Design (60%) Preliminary Transportation Management Plan and Construction Phasing Plans for:

- I-515 auxiliary lanes and associated ramp modifications
- Charleston Boulevard improvements

The Construction Phasing Plans will identify a logical sequence of construction developed during traffic control meetings with the CMAR and DEPARTMENT. Phasing plans may extend beyond the project limits for temporary transitions. The staging plan will consist of roll plots or 11x17 sheets as to best describe the intent and include special details to complete the Preliminary TMP.

### 10.2.5 Structures

#### 10.2.5.1 Bridge Structures

The SERVICE PROVIDER shall develop an Intermediate Design (60%) Bridge Plan, General Notes and Quantities, and Typical Sections for:

• Widening of the I-515 bridges over Stewart Avenue, Pecos Road, and Mojave Road

### 10.2.5.2 Overhead Sign Structures

The SERVICE PROVIDER shall develop Intermediate Design (60%) Plans, General Notes, and Quantities for work related to sign structures:

- Two (2) Overhead Cantilever Signs southbound Charleston off-ramp exit sign (structure mounted or ground mounted) and northbound Eastern off-ramp exit sign (structure mounted or ground mounted)
- One (1) Digital Message Sign northbound, approx. ½ mile east of Eastern Avenue
- One (1) Travel Time Sign south of the NB Charleston on-ramp
- One (1) Median Sign relocation of median sign structure within the alignment shift limits

It is assumed that the existing sign support structures for cantilever and DMS will not be able to be reused.

It is anticipated that the designs and details for all new overhead sign truss and cantilever supports will be as shown in the 2017 NDOT Standard Plans for Road and Bridge Construction, and that special sign support designs and details will not be required. If required, additional services for special structural design will be provided through an amendment to the agreement.

### 10.2.5.3 Retaining Walls

The SERVICE PROVIDER shall develop Intermediate Design (60%) Retaining Wall Plans, Profiles, Details, Quantities, Structure List, and Estimates for the retaining walls to support the proposed I-515 auxiliary lanes and Charleston Boulevard improvements.

Retaining walls, unless directly connected to bridge abutments or shorter than six (6) feet in height, are expected to be designed as MSE walls. The SERVICE PROVIDER shall be responsible for retaining wall external stability, including sliding, overturning, and bearing pressure design; the MSE wall supplier will be responsible for the retaining wall internal stability design. The tops of the MSE walls are expected to be comprised of anchor slabs to prevent overturning and sliding from vehicular impacts, and which may also include and incorporate the proposed sound walls.

Cast-in-place walls will be used for other walls on the project, and will be designed using NDOT's Standard Plan wall designs.

#### 10.2.5.4 Soundwalls

The SERVICE PROVIDER shall develop Intermediate Design (60%) Soundwall Plans, Profiles, Details, Quantities, Structure List, and Estimates for the proposed sound walls along the I-515 auxiliary lane, the SB Eastern Avenue on Ramp, and the new residential sound wall on Charleston Boulevard.

It is anticipated that all PROJECT sound walls located on new alignments will be designed and constructed using completely new components. However, the feasibility and economy of reusing existing sound wall panels will be assessed during the NEPA/Preliminary Design (30%) Plan Review by the SERVICE PROVIDER, DEPARTMENT, CMAR, and ICE. It is anticipated that extensions of existing sound walls required at the I-515 Eastern Avenue interchange will be designed to reuse existing sound wall panels salvaged from the reconstructed I-515 northbound sound walls.

#### 10.2.6 Landscaping and Aesthetics

The SERVICE PROVIDER shall prepare an Intermediate Design (60%) Landscaping and Irrigation Plan, Quantities, Structure Lists, and Estimates to provide L&A features for the project. The Landscaping Plan will include erosion control (rock mulch) for all existing slopes that are currently treated, untreated or will be disturbed within the project limits. The SERVICE PROVIDER shall perform the following tasks to prepare the Intermediate Landscape and Architecture (L&A) plan submittal:

- Coordination: The L&A team will coordinate with affected disciplines including but not limited to Roadway Design, Stormwater, Structures, Environmental Services, Right-of-Way (Utilities), and Hydraulics. The CMAR will be included as a point of coordination to obtain its input on means and methods that could affect the intermediate design of the project's L&A components.
- Master Plan Refinement Meeting: The SERVICE PROVIDER shall meet and coordinate with the DEPARTMENT's Landscape and Aesthetic staff in Carson City to review and refine the Landscape and Aesthetics design proposed for this project in accordance with the NDOT Master Plan. The proposed L&A concept for this project will be refined as needed prior to starting Intermediate Design.
- The SERVICE PROVIDER shall coordinate and address any concerns of affected various agencies, citizens, or special interest groups regarding the L&A design. District I will be also be consulted to discuss general maintenance concerns and site-specific maintenance issues.
- Design Site Visits: The SERVICE PROVIDER shall perform site visits to obtain additional information to design the visual improvements.
- Existing Tree Evaluation: The SERIVCE PROVIDER shall update the tree evaluation prepared during the NEPA phase. The entire project limits will be reviewed for changed conditions. Trees will be tagged to assist in identifying which trees are to be replaced. The SERVICE PROVIDER shall provide an arborist to perform this assessment. A report mapping the tree locations and their status will be prepared, submitted and used in the design process.
- Soils Analysis: The SERVICE PROVIDER shall perform agronomy soils testing at representative locations (up to 5) within the project limits. These tests will identify soil characteristics within project limits (porosity, pH, boron levels, salinity, electrical conductivity, sulfates, tilth, fertility, texture, etc.). Soil testing will also include an analysis to determine if soil sterilant is present in

the soil. The results will be used to provide remediation recommendations and soil amendment needs to support new plant materials.

### 10.2.7 Right-of-Way

The SERVICE PROVIDER shall prepare a Right-of-Way Setting Memorandum and supporting maps. The right-of-way maps will be prepared to show all locations requiring additional permanent right-of-way and easements, temporary construction easements needed for the project improvements, and any Permission to Construct areas, to the DEPARTMENT's standards. The maps will depict all impacted properties by Clark County Assessor's Parcel Number and include parcel owner's name with station and offset information for all parcel corners.

The DEPARTMENT's Right-of-Way Division will prepare the final Right-of-Way plans and legal descriptions and will perform all acquisitions needed for the project.

### 10.2.8 Cost Estimates

The SERVICE PROVIDER shall prepare 60% level quantities to complete a preliminary construction cost estimate for all items of work using the guidelines set forth in NDOT's "RISK MANAGEMENT AND RISK-BASED COST ESTIMATION GUIDELINES" memo dated August 2012. Quantified bid items shall be broken down per NDOT Bid Item numbers, descriptions, and units. The SERVICE PROVIDER shall utilize base unit prices from the NDOT Reasonable Bid Item Estimates and the most current NDOT bid tabs of other similar projects if available. This estimate will be used by the DEPARTMENT for comparison with the CMAR and ICE intermediate estimates.

### 10.2.9 Specifications

The SERVICE PROVIDER shall provide Intermediate Design (60%) Preliminary Special Provisions Notes to the DEPARTMENT Project Manager. The final Special Provisions will be written by the DEPARTMENT. The Special Provision Notes shall be written in the imperative mood and in a format identical to the current edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction. The Special Provision Notes shall be created and delivered in WordPerfect, using Universal font size 11 (use font size 9 for tables and footnotes). Files created in Microsoft Word and converted to WordPerfect will not be accepted.

The Special Provision Notes shall only include information that is not covered in the Standard Specifications or current Specifications Pull Sheets. Copies of product brochures or product specifications are not acceptable. If it is necessary to specify materials by brand or trade name, a minimum of two brands must be provided and followed by the words "or approved equal." Where an individual product or trade name requires "sole source" use, a written justification shall be provided. The justification to "sole source" requires review and approval by the DEPARTMENT'S Chief Road Design Engineer.

The SERVICE PROVIDER shall prepare a draft of Subsection 108.04, Limitation of Operations, which includes operational limits, phasing limits, working hour limits, traffic impact limits, restricted work limits, and construction milestones based on the construction sequencing and traffic control meetings, and Subsection 107.17, Contractor's Responsibility for Utility Property and Service.

#### 10.2.10 Updates to Project Design Memorandums

The SERVICE PROVIDER shall update the project's Design Criteria, Geometric Approval, and Design Exceptions Memorandums based on all refinements or changes to the design prepared for the NEPA work.

#### 10.2.11 Deliverables

The following is a list of anticipated Intermediate Design (60% Plan) Submittal deliverables:

- Title Sheet
- Location Sketch
- Typical Sections
- General Notes, Summaries, and Estimate of Quantities
- Roadway Plans
- Roadway Profiles
- Grading Plans
- Geometrics and Elevation Control
- Special Details
- Site Preparation Plans
- Drainage Plans
- Drainage Profiles
- Drainage Details
- Utility Relocation Plans
- Utility Profiles (for relocations only)
- Utility Details (for relocations only)
- Striping Plans
- Signing Plans
- Lighting Plans
- Traffic Signal Plans
- Conduit, Cable, and Conductor Schedule
- Pull Box Schedule
- High Mast Pole Schedule
- Overhead Sign Lighting Schedule
- ITS Plans
- Preliminary ITS Equipment Details
- Lighting and ITS Structure Lists
- Preliminary Transportation Management Plan
- Construction Phasing Plan
- General Notes and Quantities
- Bridge Plan and Typical Sections
- Median Barrier Details Overhead Sign Support Details
- Retaining Wall Plan and Profile
- Retaining Wall Details
- Soundwall Plan and Profile
- Soundwall Details

- Landscaping Plan
- Structure Lists
- Boring logs
- Preliminary Specification Notes
- Intermediate Review Estimate
- Intermediate Drainage Report
- Draft Geotechnical Memorandum
- Final Design Criteria Memorandum
- Geometric Approval Memorandum
- Geometric Approval Plan Package
- Final Design Exceptions Memorandum

The SERVICE PROVIDER shall submit a PDF electronic file and one (1) set of Intermediate Design (60%) Plans to the DEPARTMENT.

#### 10.3 QA/QC REVIEW (90% PLANS) SUBMITTAL

The SERVICE PROVIDER shall incorporate all comments from the Intermediate Design (60% Plans) Submittal Review Meetings. The SERVICE PROVIDER shall develop QA/QC Review (90%) Construction Plans, QA Estimate, and 90% Specification Notes for the PROJECT. Plan sheets shall be color, 11-inch by 17-inch drawings with standard DEPARTMENT borders and in conformance with DEPARTMENT standards.

#### 10.3.1 Roadway

The SERVICE PROVIDER shall develop QA/QC Review (90%) Title Sheet, Location Sketch, Typical Sections, General Notes, Summaries, and Estimate of Quantities, Roadway Plans, Profiles, Grading Plans, Geometrics and Elevation Control, Special Details, Site Preparation Plans Sheets, Quantitates, Structure Lists, and Estimates.

#### 10.3.2 Drainage

The SERVICE PROVIDER shall develop a 90% Drainage Report for the PROJECT. The SERVICE PROVIDER shall also develop QA/QC Review (90% Plans) Drainage Plans, Profiles, Details, Quantitates, Structure Lists, and Cost Estimates.

#### 10.3.2.1 Drainage Report

The SERVICE PROVIDER shall refine the hydrologic and hydraulic calculations and address all Intermediate Design (60%) Drainage Study review comments. The 90% Drainage Report will provide final verification of the hydrologic analysis and results. Hydraulic calculations for existing and proposed drainage facilities will be further refined and verified to complete final design of all drainage facilities. All potential conflicts with installation of proposed drainage improvements will be identified and mitigative measures will be provided as necessary. The 90% Drainage Report will include discussion of potential erosion and water quality issues and calculations will be provided as necessary. The 90% Drainage Report will include a cost estimate for proposed drainage improvements.

#### 10.3.2.2 Drainage Plans

The SERVICE PROVIDER shall refine all drainage plans, profiles, and detail sheets and address all Intermediate Design (60%) Drainage Plan review comments. Plans will be fully annotated and will include all necessary general notes and complete construction notes. Horizontal and vertical control data for construction of proposed improvements will be provided and all details will be refined and include appropriate dimensions. Structure Lists will be prepared and included in the plan set to be submitted.

#### 10.3.3 Utilities

The SERVICE PROVIDER shall develop QA/QC Review (90%) Utility Relocation Plans showing all the existing utilities within the PROJECT limits. The SERVICE PROVIDER will also develop QA/QC Review (90% Plans) Utility Plans, Profiles, Details, Quantities, Structure List, and Estimates for the relocation of any utilities required due to conflicts with the proposed improvements.

#### 10.3.4 Traffic

#### 10.3.4.1 Striping

The SERVICE PROVIDER shall develop QA/QC Review (90%) Striping Plans, Details, Quantities, and Estimates.

#### 10.3.4.2 Signing

The SERVICE PROVIDER shall develop QA/QC Review (90%) Signing Plans, Details, Overhead Sign Structure Details, Sign Quantities and General Notes, Sign Summaries, and Estimates.

#### 10.3.4.3 Lighting

The SERVICE PROVIDER shall prepare QA/QC Review (90%) Lighting Plans, Conduit, Cable and Conductor Schedules, Pull Box Schedule, High Mast Pole Schedule, Overhead Sign Lighting Schedule, Lighting Structure List, Quantities, and Estimates.

#### 10.3.4.4 Traffic Signals

The SERVICE PROVIDER shall prepare QA/QC (90%) Signal Plans, Conduit, Cable, and Conductor Schedules, Pull Box Schedule, Structure List, Quantities, and Estimates. Electrical calculations for service(s) required for the project, including load calculations and wire size determinations, will be provided at the QA submittal.

#### 10.3.4.5 ITS

The SERVICE PROVIDER shall prepare QA/QC Review (90%) ITS Plans, ITS Structure List, Quantities, and Estimates.

#### 10.3.4.6 Traffic Control

The SERVICE PROVIDER shall develop a QA/QC Review (90%) Construction Phasing Plan and Traffic Control Plans, Quantitates, and Estimates. The final Transportation Management Plan will be included with this submittal.

#### 10.3.5 Structures

#### 10.3.5.1 Bridge Structures

The SERVICE PROVIDER shall develop QA/QC Review (90%) Bridge Plans, General Notes and Quantities, Typical Sections, Median Barrier Details, Underdeck Lighting Details, Bent Bar Details, and Bill of Materials for the I-515 bridge widenings.

#### 10.3.5.2 Overhead Sign Structures

The SERVICE PROVIDER shall develop QA/QC Review (90%) Overhead Sign Structure Plans, General Notes, Details, Quantities, Structure List, and Estimates for the proposed signs for the I-515 auxiliary lanes and associated ramp modifications.

#### 10.3.5.3 Retaining Walls

The SERVICE PROVIDER shall develop QA/QC Review (90%) Retaining Wall Plans, Profiles, Details, Quantities, Structure List, and Estimates.

#### 10.3.5.4 Soundwalls

The SERVICE PROVIDER shall develop QA/QC Review (90%) Soundwall Plans, Profiles, Details, Quantities, Structure List, and Estimates.

#### 10.3.6 Landscaping and Aesthetics

The SERVICE PROVIDER shall develop QA/QC Review (90%) Landscaping Plans, Quantities, Structure Lists, and Estimates.

#### 10.3.7 Cost Estimates

The SERVICE PROVIDER shall update the Intermediate Plan quantities and cost estimates and prepare a QA/QC (90%) level cost estimate. This estimate will be used by the DEPARTMENT for comparison with the CMAR and ICE intermediate estimates.

#### 10.3.8 Specifications

The SERVICE PROVIDER shall provide QA/QC Review (90%) Special Provision Notes to the DEPARTMENT Project Manager.

#### 10.3.9 Deliverables

The following is a list of anticipated QA/QC Review (90% Plans) Submittal deliverables:

- Title Sheet
- Location Sketch
- Typical Sections
- General Notes, Summaries, and Estimate of Quantities
- Roadway Plans
- Roadway Profiles
- Grading Plans
- Geometrics and Elevation Control
- Special Details
- Site Preparation Plans
- Drainage Plans
- Drainage Profiles
- Drainage Details
- Utility Relocation Plans
- Utility Profiles (for relocations only)
- Utility Details (for relocations only)
- Striping Plans
- Striping Details
- Signing Plans
- Sign Details
- Overhead Sign Structure Details
- Sign Quantities and General Notes
- Sign Summaries
- Lighting Plans
- Traffic Signal Plans
- Conduit, Cable, and Conductor Schedule
- Pull Box Schedule
- High Mast Pole Schedule
- Overhead Sign Lighting Schedule
- ITS Plans
- ITS Details
- Lighting and ITS Structure Lists
- Final Transportation Management Plan
- Preliminary Traffic Control Plans
- General Notes and Quantities
- Bridge Plan and Typical Sections
- Bridge Details
- Bridge Load Ratings
- Median Barrier Details
- Overhead Sign Support Details
- Bent Bar Details
- Bill of Materials
- Retaining Wall Plan and Profile
- Retaining Wall Details
- Soundwall Plan and Profile
- Soundwall Details

- Landscaping Plan
- Structure Lists
- Boring Logs
- 90% Specification Notes
- QA Estimate
- 90% Drainage Report
- Final Geotechnical Memorandum

The SERVICE PROVIDER shall submit a PDF electronic file and one (1) set of QA/QC Review (90%) Plans to the DEPARTMENT.

#### 10.4 PS&E (100% PLANS) SUBMITTAL

The SERVICE PROVIDER shall incorporate all comments from the QA/QC Review (90% Plans) Submittal Review Meeting, including the CMAR's proposed design revisions. The SERVICE PROVIDER shall develop PS&E (100%) Construction Plans, Final Engineers Estimate, and 100% Specification Notes for any utility relocations required for the PROJECT.

#### 10.4.1 Roadway

The SERVICE PROVIDER shall develop PS&E (100%) Title Sheet, Location Sketch, Typical Sections, General Notes, Summaries, and Estimate of Quantities; Roadway Plans, Profiles, Grading Plans, Geometrics and Elevation Control, Special Details, Site Preparation Plans Sheets, Quantitates, Structure Lists, and Estimates.

#### 10.4.2 Drainage

The SERVICE PROVIDER shall develop PS&E (100%) Final Drainage Report, Drainage Plans, Profiles, Details, Quantitates, Structure Lists, and Estimates.

#### 10.4.2.1 Drainage Report

The SERVICE PROVIDER shall refine and address all 90% Drainage Report Review comments and prepare the Final Drainage Report.

#### 10.4.2.2 Drainage Plans

The SERVICE PROVIDER shall refine all drainage plan sheets and address all QA/QC (90%) Drainage Plan review comments and prepare PS&E (100%) Drainage Plans, Profiles, Details, and Structure List Sheets.

#### 10.4.3 Utilities

The SERVICE PROVIDER shall develop PS&E (100%) Utility Relocation Plans showing all the existing utilities within the PROJECT limits. The SERVICE PROVIDER will also develop PS&E (100% Plans) Utility Relocation Plans, Profiles, Details, Quantities, Structure List, and Estimates for the relocation of miscellaneous minor utilities due to conflicts with the proposed improvements.

#### 10.4.4 Traffic

#### 10.4.4.1 Striping

The SERVICE PROVIDER shall develop PS&E (100%) Striping Plans, Details, Quantities, and Estimates.

#### 10.4.4.2 Signing

The SERVICE PROVIDER shall develop PS&E (100%) Signing Plans, Sign Details, Overhead Sign Structure Details, Sign Quantities and General Notes, Sign Summaries, and Estimates.

#### 10.4.4.3 Lighting

The SERVICE PROVIDER shall prepare PS&E (100%) Lighting Plans, Conduit, Cable and Conductor Schedules, Pull Box Schedule, High Mast Pole Schedule, Overhead Sign Lighting Schedule, Lighting Structure List, Quantities, and Estimates.

#### 10.4.4.4 Signals

The SERVICE PROVIDER shall prepare PS&E (100%) Signal Plans, Conduit, Cable, and Conductor Schedules, Pull Box Schedule, Structure List, Quantities, and Estimates.

#### 10.4.4.5 ITS

The SERVICE PROVIDER shall prepare PS&E (100%) ITS Plans, ITS Structure List, Quantities, and Estimates.

#### 10.4.4.6 Traffic Control

The SERVICE PROVIDER shall prepare a PS&E (100%) Construction Phasing Plan as part of the Preliminary Traffic Control Plans, Quantitates, and Estimates.

#### 10.4.5 Structures

#### 10.4.5.1 Bridge Structures

The SERVICE PROVIDER shall develop PS&E (100%) Bridge Plans, General Notes and Quantities, Bridge Plans and Typical Sections, Median Barrier Details, Longitudinal Joint Details, Deck Drainage Details, Underdeck Lighting Details, Bent Bar Details, and Bill of Materials for the I-515 bridge widenings.

The SERVICE PROVIDER shall provide final bridge load ratings, incorporating the DEPARTMENT's comments from the QA/QC review (90%) Plan Submittal, if any.

#### 10.4.5.2 Overhead Sign Structures

The SERVICE PROVIDER shall develop PS&E (100%) Sign Plans, Details, Quantities, Structure List, and Estimates.

#### 10.4.5.3 Retaining Walls

The SERVICE PROVIDER shall develop PS&E (100%) Retaining Wall Plans, Profiles, Details, Quantities, Structure List, and Estimates.

#### 10.4.5.4 Soundwalls

The SERVICE PROVIDER shall develop QA/QC Review (90%) Soundwall Plans, Profiles, Details, Quantities, Structure List, and Estimates.

#### 10.4.6 Landscape and Aesthetics

The SERVICE PROVIDER shall develop PS&E (100%) Landscaping Plans, Quantities, Structure Lists, and Estimates.

#### 10.4.7 Cost Estimates

The SERVICE PROVIDER shall prepare PS&E (100%) level cost estimates. This estimate will be used by the DEPARTMENT for comparison with the CMAR and ICE intermediate estimates.

#### 10.4.8 Specifications

The SERVICE PROVIDER shall provide PS&E 100% Special Provision Notes to the DEPARTMENT Project Manager.

#### 10.4.9 Deliverables

The following is a list of anticipated PS&E (100% Plans) Submittal deliverables:

- Title Sheet
- Location Sketch
- Typical Sections
- General Notes, Summaries, and Estimate of Quantities
- Roadway Plans
- Roadway Profiles
- Grading Plans
- Geometrics and Elevation Control
- Special Details
- Site Preparation Plans
- Drainage Plans
- Drainage Profiles
- Drainage Details
- Utility Relocation Plans
- Utility Profiles (for relocations only)
- Utility Details (for relocations only)
- Striping Plans
- Striping Details

- Signing Plans
- Sign Details
- Overhead Sign Structure Details
- Sign Quantities and General Notes
- Sign Summaries
- Lighting Plans
- Traffic Signal Plans
- Conduit, Cable, and Conductor Schedule
- Pull Box Schedule
- High Mast Pole Schedule
- Overhead Sign Lighting Schedule
- ITS Plans
- ITS Details
- Lighting and ITS Structure Lists
- Final Transportation Management Plan
- Traffic Control Plans
- General Notes and Quantities
- Bridge Plan and Typical Sections
- Bridge Details
- Bridge Load Ratings
- Median Barrier Details
- Deck Drainage Details
- Overhead Sign Support Details
- Bent Bar Details
- Bill of Materials
- Retaining Wall Plan and Profile
- Retaining Wall Details
- Soundwall Plan and Profile
- Soundwall Details
- Landscaping Plan
- Structure Lists
- Boring logs
- 100% Specification Notes
- Final Drainage Report
- Engineers Estimate

The SERVICE PROVIDER shall submit a PDF electronic file and one (1) set of PS&E Review (100%) Plans to the DEPARTMENT.

#### 10.5 FINAL SUBMITTAL

The SERVICE PROVIDER shall incorporate PS&E (100%) Review comments into the Final Plans and Estimate. Each sheet of the Final Plans will show a wet or electronic stamp of a Nevada-registered professional engineer (civil) with an original signature and date. The Preliminary Estimate will be submitted one (1) week prior to submittal of the Final Plans. The following is a list of anticipated sheet types to be included in the Final Plans Submittal:

- Title Sheet
- Location Sketch
- Typical Sections
- General Notes, Summaries, and Estimate of Quantities
- Roadway Plans
- Roadway Profiles
- Grading Plans
- Geometrics and Elevation Control
- Special Details
- Site Preparation Plans
- Drainage Plans
- Drainage Profiles
- Drainage Details
- Utility Relocation Plans
- Utility Profiles (for relocations only)
- Utility Details (for relocations only)
- Striping Plans
- Striping Details
- Signing Plans
- Sign Details
- Overhead Sign Structure Details
- Sign Quantities and General Notes
- Sign Summaries
- Lighting Plans
- Traffic Signal Plans
- Conduit, Cable, and Conductor Schedule
- Pull Box Schedule
- High Mast Pole Schedule
- Overhead Sign Lighting Schedule
- ITS Plans
- ITS Details
- Lighting and ITS Structure Lists
- Final Traffic Control Plans
- General Notes and Quantities
- Bridge Plan and Typical Sections
- Bridge Details
- Median Barrier Details
- Longitudinal Joint Details
- Deck Drainage Details
- Overhead Sign Support Details
- Bent Bar Details
- Bill of Materials
- Retaining Wall Plan and Profile
- Retaining Wall Details
- Soundwall Plan and Profile

- Soundwall Details
- Landscaping Plan
- Structure Lists
- Right-of-Way Plans (prepared by the DEPARTMENT)
- Boring Logs
- Final Specification Notes
- Final Engineer's Estimate

#### 11.0 BRIDGE LOAD RATINGS

The SERVICE PROVIDER shall provide bridge load ratings in accordance with Appendix A, Bridge Load Ratings, included with this Scope of Services.

Bridge load ratings will be provided for each of the newly widened structures on I-515, including the:

- I-515 over Stewart Avenue overpass
- I-515 over Pecos Road overpass
- I-515 over Mohave Road overpass

Draft bridge load ratings will be provided at the 90% submittal for DEPARTMENT review. Final bridge load ratings will be provided at the 100% submittal.

# 1 BRIDGE LOAD RATINGS

## 1.1 General Rating Methodology

All load ratings shall be in accordance with the AASHTO *Manual for Bridge Evaluation* and the therein referenced AASHTO *Standard Specifications for Highway Bridges* and AASHTO *LRFD Bridge Design Specifications for Load Factor Rating* (LFR) *and Load and Resistance Factor Rating* (LRFR), respectively.

The SERVICE PROVIDER shall prepare load ratings in conformance with the FHWA memorandum on bridge load ratings for the National Bridge Inventory (NBI) (October 30, 2006). Rating methods for the specific cases listed below shall be as follows:

- 1. The SERVICE PROVIDER shall calculate load ratings for new bridges and bridges with widenings or significant modifications, which are designed by the Load and Resistance Factor Design (LRFD), by the LRFR method in accordance with the AASHTO *Manual for Bridge Evaluation*.
- 2. The SERVICE PROVIDER shall calculate load ratings for bridges with widenings or significant modifications, which are designed by Load Factor Design or Allowable Stress Design by LFR or Allowable Stress Rating (ASR) methods, as applicable, in accordance with the AASHTO *Manual for Bridge Evaluation*.

The SERVICE PROVIDER shall consider any existing or proposed culvert or group of culverts that are separated by less than the culvert width with a distance from the start of the first span to the end of the last span greater than 20 feet as measured along the roadway to be a bridge that shall load rated. Load rating a group of culverts shall consist of load rating each different type of culvert in a group as an isolated culvert.

The SERVICE PROVIDER shall load rate all new bridges by LRFR for design inventory and design operating ratings for the design HL93 loading defined in the AASHTO *LRFD Bridge Design Specifications*, for the legal Special Hauling Vehicles rating loads (SU4, SU5, SU6, and SU7) in Figure D6A-7 in the AASHTO *Manual for Bridge Evaluation*, and for emergency vehicle loading (EV2 and EV3) per FHWA requirements. In addition, if the HL-93 design operating Rating Factor <1.0, the Design -Builder will load rate the bridges for the AASHTO legal loads Type 3, Type 3S2, and Type 3-3. The number of lanes per girder (or other live load application) shall be in accordance with the specification requirements for HL93 design.

The SERVICE PROVIDER shall load rate all new bridges by LRFR for design operating rating for the California permit vehicles P13, P9, and P5, with a rating for each vehicle applied separately. The number of permit vehicle lanes per girder (or other live load application) for each vehicle rated shall be the same as for the HL93 design loading.

The SERVICE PROVIDER shall load rate the entire modified bridge for all bridges with widenings or significant modifications. If the design of the bridge that is widened is LRFD, the rating shall be by LRFR with required load ratings as specified for a new bridge. If the design of the bridge that is widened is LFD or ASD, the rating shall be by as specified for bridges with widenings or significant modifications designed by LFD or ASD.

The SERVICE PROVIDER shall load rate all bridges with widenings or significant modifications designed by LFD or ASD by LFR or ASR respectively for inventory and operating ratings for HS20

loading defined in the AASHTO *Standard Specifications for Highway Bridges*, for the special hauling vehicle rating loads (SU4, SU5, SU6 and SU7) in Figure D6A-7 in the AASHTO *Manual for Bridge Evaluation*, and for emergency vehicle loading (EV2 and EV3) per FHWA requirements. In addition, if the HS20 design operating rating factor is less than 1.0, the SERVICE PROVIDER shall load rate the bridges for the AASHTO legal loads Type 3, Type 3S2 and Type 3-3. The number of wheel lines per girder (or other live load application) shall be in accordance with the specification requirements for HS20 design.

The SERVICE PROVIDER shall load rate all bridges with widenings or significant modifications designed by LFD or ASD by LFR or ASR respectively for operating rating for the California permit vehicles P13, P9, and P5, with a rating for each vehicle applied separately. The number of permit vehicle wheel lines per girder (or other live load application) for each vehicle rated shall be the same as for HS20 design.

The SERVICE PROVIDER shall load rate straight girder bridges by line girder analysis. The SERVICE PROVIDER shall load rate curved girder bridges using a refined two-dimensional or three-dimensional analysis. The SERVICE PROVIDER shall load rate concrete box girders, except those of complex geometry, on a whole bridge basis with exterior girders rated separately for modified shears when the supports are skewed. Concrete box girders of complex geometry shall be load rated on a girder by girder basis using refined analysis. The total number of wheel lines or lanes for load rating a concrete box girder bridge on a whole bridge basis shall be equal to the sum of the wheel lines or lanes for the individual girders.

The SERVICE PROVIDER need not load rate concrete bridge decks supported by stringers. Other types of bridge decks shall be load rated. The SERVICE PROVIDER need not load rate pier caps (except for straddle bents and C bents) or substructure elements, such as columns, abutments, footings, and wing walls.

The SERVICE PROVIDER shall load rate all superstructure girders, floor beams, trusses and arches (including earth-filled spandrel arches).

The SERVICE PROVIDER shall use material properties and dimensions as shown in the Plans approved by the Department.

The SERVICE PROVIDER shall base the section properties of composite girders on the full depth of the composite deck slab and the section properties of concrete girders, including box girders, on the full depth of the integral deck slab.

## **1.2 Load Rating Details and Computer Programs**

The SERVICE PROVIDER shall load rate all new bridges with and without a 38-pound-persquare-foot (psf) unit dead load for a future overlay wearing surface. For the design load ratings for HL93 loading with future overlay, minimum rating factors of 1.0 and 1.3 are required for design inventory and design operating ratings, respectively. For the design operating rating for the legal notional rating load with future overlay, an operating rating factor of 1.0 or greater is required. For the design operating ratings for the California permit vehicles P13, P9, and P5 with future overlay, an operating rating factor of 1.0 or greater is required. If the load rating calculations indicate a rating factor below any of these minimum requirements, The SERVICE PROVIDER shall revise the bridge design and demonstrate with additional load rating calculations the rating factors for the revised design meet or exceed the stated minimum rating factor requirements. The SERVICE PROVIDER shall load rate all widened or modified bridges designed by LFD or ASD without a future overlay. The inventory rating factor for HS20 loading shall be not less than (weight HS design truck)/(weight HS20 truck), but need not be greater than the rating factor for HS 20 loading of the original bridge. The operating rating factors for SHV rating loads and P5, P9, and P13 trucks are shall not be less than 1.0, but need not be greater than those of the original bridge. If the load rating calculations indicate a rating factor below any of these minimum requirements, the SERVICE PROVIDER shall revise the bridge widening or modification design and demonstrate with additional load rating calculations the rating factors for the revised design meet or exceed the stated minimum rating factor requirements. When widenings are connected to the existing structure by a closure pour, the dead load on the widening prior to the closure may be considered entirely supported by the widening for load rating calculations.

The noted requirements in this <u>Section 1.2</u> shall also apply to any culvert or group of culverts that are separated by less than the culvert width with a distance from the start of the first span to the end of the last span greater than 20 feet as measured along the roadway. The SERVICE PROVIDER shall load rate box culverts using the computer program BRASS-Culvert. The SERVICE PROVIDER shall ensure all new box culverts (cast-in-place or pre-cast) achieve the required inventory and operating rating factors regardless of the methods or programs used in the design.

Bridges sharply curved, extremely flared, hourglass shaped, or highly skewed with strong piers will require a refined analysis.

The SERVICE PROVIDER shall use the computer programs specified herein to perform the load ratings. The SERVICE PROVIDER shall arrange data, input files, and output files such that the programs may be rerun by the Department for truck-specific ratings and to update the ratings with a minimum of effort.

The SERVICE PROVIDER shall load rate girder bridges for which curvature may be neglected, excepting concrete box girder bridges, using the computer program BRASS-Girder or by the program MDX for steel girders. The SERVICE PROVIDER shall load rate concrete box girder bridges, which are not post-tensioned, using either the program BRASS-Girder or the program CONBOX. The SERVICE PROVIDER shall load rate concrete box girder bridges, which are post-tensioned as specified in this <u>Section 1.2</u> for LFR-rated and LRFR-rated post-tensioned concrete box girder bridges. The SERVICE PROVIDER shall load rate bridges with rigidly connected supports by means that account for the stiffness of the substructure relative to the superstructure.

LFR-rated post-tensioned concrete box girder bridges shall be load rated for the whole width by computing moments and shears and prestressing forces by analysis using one of the programs WinBDS, VBridge, CONBOX, SAP2000 or CSi Bridge and computing strengths and rating factors with the Excel spreadsheet PTRater provided by the Department. It is noted that the spreadsheet PTRater is optimized for use with the program WinBDS. Allowable concrete tension stress for inventory rating shall be 6 square root (sqrt)(f'c) (psi units for LFR) except the top of bridge decks located north of longitude 38°N, or in other areas where de-icing salts are used, shall be limited to 3sqrt(f'c) (psi units).

LRFR-rated post-tensioned concrete box girder bridges, except bridges of complex geometry, shall be load rated for the whole width by program CONBOX or by computing moments and shears and prestressing forces by analysis using one of the programs VBridge, CONBOX, SAP2000 or CSi Bridge and computing strengths and rating factors with an Excel spreadsheet. If a spreadsheet is used, the actual working spreadsheet, with all cells and macros unlocked and

unhidden, shall be provided with the results for review and approval, and the SERVICE PROVIDER grants the Department the right to use the spreadsheet. Bridges with skewed supports shall have rating factors with modified shears for the exterior girders. Bridges of complex geometry shall be load rated girder by girder using refined analysis unless rating by CONBOX is specifically approved by the Department. Allowable concrete tension stress for inventory rating shall be 0.19sqrt(f'c) (ksi units for LRFR), except the top of bridge decks located north of longitude 38oN, or in other areas where de-icing salts are used, shall be limited to .095sqrt(f'c) (ksi units).

Modified shears for the exterior girders of concrete box girder bridges shall be determined either by use of a program that models skewed supports in the structural analysis model and includes the shear in the exterior girder from the resulting torsion in the box girder in the rating and/or by use of shear modification without modeling the skewed supports.

For shear modification to be used without torsional shear in the girder derived from modeling the skewed supports the shear in the exterior girder shall be increased from midspan to the support at the obtuse corner of the span by the amount VDLsk for dead load shear and VLLsk for live load shear computed as follows:

- 1. VDLsk = VDL x Cbrng x Cdbm x (1-2X'/L) x Cdelta >=0
- 2. VLLsk = VLL x Cbrng x Clbm x  $(1-2X'/L) \ge 0$

### Where

VDL= dead load shear by line girder or whole bridge analysis VLL= live load shear by line girder or whole bridge analysis Cdbm = 0.02\* (skew in degrees) for box girders Clbm = [.25+12L/70d]tan(skew) for box girders Cbrng = 1.0 except for elastomeric bearings and pot bearings =1-.5\*log(1+elastomer height in inches/3) for elastomeric and pot bearings Cdelta = 0 if deltaDL>0 =1 if not prestressed and deltaDL <=0 = (1+deltaPT/deltaDL)>= 0 if prestressed and deltaDL < =0 deltaPT= deflection (+/-) due to prestressing at center span (+is up) deltaDL= deflection (+/-) due to dead load at center span (+ is up) X'=distance from support at obtuse corner of span (ft) L= span length (ft) d= structure depth (in) ts= deck thickness (in)

Where the computer program used for load rating reports modified shears that do not include correction Cdelta for prestressing and does not include secondary prestressing shear due to skewed supports in the calculations, a reduced skew may be used for computation of modified girder shear.

An effective skew as follows shall be used for computation of both dead load and live load modified girder shears.

1. effective skew=k\*skew\*[Cdelta\*VDL+1.5\*VLL]/[VDL+1.5\*VLL]

#### Where

k=1 if the program uses Cdbm to compute the increase in girder shear k=Cdbm/Clbm if the program uses Clbm to compute the increase in girder shear

The SERVICE PROVIDER shall load rate girder bridges of curved steel girders using the computer program MDX.

The SERVICE PROVIDER shall analyze arch bridges and other non-typical bridges using the computer program SAP2000 in conjunction with supporting manual calculations and spreadsheets for the rating as required.

Member properties for structural analysis shall be evaluated in accordance with the AASHTO Manual for Bridge Evaluation. The SERVICE PROVIDER shall base properties for concrete members on gross concrete section without adjustment for reinforcement or cracking except as noted here for torsion. The SERVICE PROVIDER shall adjust the torsion properties of concrete members when the torsion exceeds the cracking torsion of the member.

The SERVICE PROVIDER shall analyze bridges with rigidly connected (integral) supports as rigid frames. Diaphragm abutments free to translate and rotate at the bottom of the diaphragm shall be considered a simple support when H is less than 0.1S, where H equals the extension of the diaphragm below the superstructure and S equals the length of superstructure span in which the diaphragm terminates. Skewed pier walls rigidly connected to the superstructure shall be modeled with appropriate section properties and account for skew relative to the superstructure. The SERVICE PROVIDER shall account for foundation fixity and its influence on the stiffness of the bridge system and response of the substructure and superstructure to loading conditions.

Sidewalk loads: The SERVICE PROVIDER shall load rate bridges with sidewalks based on the sidewalk carrying pedestrian live loads and stray wheel loads pursuant to AASHTO code. The SERVICE PROVIDER shall include sidewalk dead load distributed across the entire bridge for concrete box girders and slabs, to the nearest tub girder for tub girder bridges, and equally to the two nearest girders for I-girder and other open section bridges.

Barrier rail, curb, and median loads: The SERVICE PROVIDER shall distribute the loads from barrier rail and curb at the edge of the bridge equally across the bridge for concrete box girders and slabs, to the exterior tub girder for tub girder bridges, and equally to the two outside girders for I-girder and other open section bridges. The SERVICE PROVIDER shall distribute median loads to the entire bridge for concrete box girders and slabs, and equally to two girders either side of the median for tub girder, I-girder and other open section bridges. When loads so distributed overlap, a uniform load across the bridge shall be used.

Lost forms and stay-in-place metal forms: Unless the Department's Standard Plans indicate otherwise, assume box girders have a lost deck form weight of 12 psf. Decks with stay-in-place metal forms shall have a weight 12 psf greater than the nominal deck thickness as a load due to form weight and corrugation fill.

## 1.3 Load Rating Deliverables

The SERVICE PROVIDER shall prepare and document load ratings using the Department provided excel spreadsheets (BridgeNo\_LRFRR.xlsx and BridgeNo\_SHV-EV (LRFRR).xlsx for LRFR load ratings; Bridge No\_LFRR.xls and Bridge No\_SHV-EVR (LFRR).xls for LFR and other

load rating methods). The Excel spreadsheets will be provided by the Department in the RIDs. The SERVICE PROVIDER shall fill out and return the excel spreadsheets as a deliverable with the file name as specified below.

### 1.3.1 Printed Deliverables

For each bridge load rating, the SERVICE PROVIDER shall submit:

- For LRFR load ratings: One copy of the BridgeNo\_LRFRR.xlsx and BridgeNo\_SHV-EV (LRFRR).xlsx spreadsheets filled in and <u>wet</u> sealed and signed by a Nevada Licensed Civil or Structural Engineer in the seal and signature block.
- For LFR ratings: One copy of the Bridge No\_LFRR.xls and Bridge No\_SHV-EVR (LFRR).xls spreadsheets filled in and <u>wet</u> sealed and signed by a Nevada Licensed Civil or Structural Engineer at the right of the comments block on the first page (Load Rating Report). A similar sheet, derived from these, is required for each load rating when other methods are used for the rating.
- 3. One copy of manual calculations.
- 4. For load rating by BRASS-Girder: A print of the data echo and rating factor summary from the BRASS output file, to be compiled by cut and paste from the output file. The SERVICE PROVIDER is prohibited from providing a print of the entire output file.
- 5. For load rating by PTRater: A print of the data and results of the worksheet "Main" in PTRater for each span rated and a sufficient excerpt of WinBds, VBridge, CONBOX, SAP2000 or CSi Bridge output to document the input bridge properties and loads. The SERVICE PROVIDER shall print WinBds output in portrait mode using Courier 6-point or Courier New 6-point font with 0.75-inch margins.
- 6. For load rating by BRASS-Culvert: A print of the summary of culvert geometry and loads (typically page 13) and output rating factors (page 19) from the BRASS-Culvert output, to be compiled by cutting and pasting from the output file. The SERVICE PROVIDER is prohibited from providing a print of the entire output file.
- 7. For load rating by CONBOX: A print of the "Rating Summary" as generated by the program.
- 8. For LRFR post-tensioned box girder load rating by custom spreadsheet: A print of the data and results of the spreadsheet for each span rated and a sufficient excerpt of VBridge, CONBOX, SAP2000 or CSi Bridge output to document the input bridge properties and loads. A statement that the spreadsheet file is to be provided for review and approval by the Department and may be used by the Department.

## 1.3.2 Electronic Deliverables

For electronic deliverables, bridgenumber is the bridge number without "-" (for example, B1558 for bridge B-1558 or I-1228N) for I-1228N). The SERVICE PROVIDER shall provide a flash drive for each group of bridges rated in groups of 10. For each structure rated, the SERVICE PROVIDER shall create an electronic file on the flash drive named bridgenumber, containing the following files and subfolders:

1. For LRFR ratings: The spreadsheets BridgeNo\_LRFRR.xlsx and BridgeNo\_SHV-EV (LRFRR).xlsx filled out with file names bridgenumber\_LRFRR and bridgenumber\_SHV-

EV respectively. Note that the condition rating is the NBI rating (0 to 9) from the last inspection, leave blank for initial rating of bridges not yet constructed.

- For LFR ratings: The spreadsheets Bridge No\_LFRR.xls and Bridge No\_SHV-EVR (LFRR).xls filled out and the file named bridgenumber\_LFRR.xls, bridgenumberSHV\_EVR.xls, respectively. Note that the condition rating is the NBI rating (0 to 9) from the last inspection, use the last inspection for widenings and leave blank for initial rating of unconstructed bridges.
- 3. Custom spreadsheets as .xls: Excel spreadsheet files; manual calculations scanned into electronic format and provided as .pdf or .jpg or .tif files; and text files as .txt files as used for the rating.
- 4. For rating by BRASS-Girder: The BRASS input file named bridgenumber.girder and the BRASS output file named bridgenumber.out placed in a subfolder named BrassGirder.
- 5. For rating by PTRater: The WinBDS, VBridge, CONBOX, SAP2000 or CSi Bridge input file named bridgenumber.xxx where xxx is file extension of the programs used and the output file named bridgenumber.out placed in a subfolder named Analysis; additionally, for each span rated the PTRater file named PTRate"bridgenumber"sN.xls where N is the span number (example: PTRateB1558Ns2.xls for span 2 of bridge B-1558N)
- 6. For rating culverts by BRASS-Culvert: The BRASS-Culvert input file with file extension .culvert with the name bridgenumber.culvert and the BRASS-Culvert output file with file extension .out named bridgenumber.out placed in a subfolder named BrassCulvert.
- For rating curved steel bridges: Input and output files from the MDX program with the name bridgenumber.xxx for the input file and bridgenumber.out for the output file, where .xxx is the native file extension of the rating program for input files, placed in a subfolder named MDX.
- For rating by CONBOX: The CONBOX input file with file extension .cbx named bridgenumber.cbx in the subfolder CONBOX. Supporting calculations for loads etc. for use with CONBOX as spreadsheet or other files in a subfolder Support Calcs. The rating summary generated by the program as .pdf file.
- 9. For LRFR post-tensioned box girder load rating by custom spreadsheet: The input file and output file for VBridge, CONBOX, SAP2000 or CSi Bridge as applicable placed in a subfolder named Analysis. For the bridge or for each span, the actual working spreadsheet used for the rating as an .xls or .xlsx file named Rating "bridgenumber"sN.xls where N is the span number. Additionally, one copy of, the actual working spreadsheet used for the rating, with all cells and macros unlocked and unhidden as an .xls or .xlsx file named RatingSpreadsheet.xls
- 10. For arches and other non-standard bridges: Input and output files for the computer programs used with files named in an organized manner to facilitate review of the input data, review of the output results, and reanalysis of the bridge using the programs. The SERVICE PROVIDER shall use a subfolder for each program used.

The SERVICE PROVIDER shall submit load rating models to the Department with the QA/QC Review (90% Plans) Submittal.

#### INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Nevada Department of Transportation ("NDOT") to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the NDOT. Failure to submit the requested information may result in a refusal by NDOT to enter into an agreement/contract and/or release monetary funding to such non-disclosing business entity.

#### **Detailed Instructions**

All sections of the Disclosure of Ownership/Principals form must be completed. If not applicable, write N/A in the space provided.

**Business Entity Type** – Indicate if the entity is Sole Proprietor, Partnership, Limited Liability Company, Corporation, Trust, Non-Profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

*Business Name (include d.b.a., if applicable)* – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

*Corporate/Business Address, Business Telephone, Business Fax, and Email* – Enter the street address, telephone and fax numbers, and email of the named business entity.

*Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email* – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

*List of Owners/Officers* – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

Signature and Print Name – Requires signature of an authorized representative and the date signed

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a NDOT employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a NDOT employee, public officer or official, this section must be completed in its entirety.

Page 1 of 5

## **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Business Entity Type (Please select one)

Sole Proprietorship Partnership Limited Liability Company Corporation Trust Non-Profit Organization Other

2. Are you a publicly-traded corporation? OYes • No

3. Number of Nevada Residents Employed (Do Not Leave Blank): 53



4. Corporate/Business Entity Name (Include d.b.a., if applicable):

CA Group, Inc.

5. Corporate/Business Entity Street Addres	S:	
Street Address:	Website:	
2785 South Rainbow Blvd	www.c-agroup.com	
City, State and Zip Code:	Point of Contact Name:	
Las Vegas, NV 89146	James Caviola	
Telephone and Fax No.	Email:	
702-685-5945	james.caviola@c-agroup.com	

#### 6. Nevada Local Business Street Address (If different from above):

Street Address:	Website:	
City, State and Zip Code:	Point of Contact Name:	
Local Telephone and Fax No.	Email:	

REVISED 3/25/2019

#### 6. List of Owners/Officers

All business entities\*, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
James Caviola	President	50
Chad Anson	Vice President, Secretary-Treasurer	50

\*Business entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

REVISED 3/25/2019

Page 3 of 5

## **DISCLOSURE OF RELATIONSHIP FORM**

**\*\*\*This section is not required for publicly-traded corporations\*\*\*** 

#### Purpose:

1. Disclose any individual members, partners, owners or principals involved in the business entity that is a NDOT full-time employee(s) or appointed/elected official(s).

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as otherwise provided in that statute.

2. Disclose any individual members, partners, owners or principals involved in the business entity with a first or second degree of consanguinity, or affinity relation to a NDOT full-time employee(s) or appointed/elected official(s) (reference the *Definition* section below).

#### **Definitions:**

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

*First and Second degree of consanguinity* applies to the candidate's first and second degree of blood relatives as follows:

- First Degree: Spouse Registered Domestic Partners Children Parents In-laws
- Second Degree: Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws

#### Disclosure of Relationship:

If "YES" is selected for any of the following questions, the Disclosure of Relationship form must be completed (see Page 5).

1. Are any individual members, partners, owners or principals involved in the business entity a NDOT full-time employee(s) or appointed/elected official(s)?

### ☐ Yes 🗹 No

2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

☐Yes 🗸 No

REVISED 3/25/2019

Page 4 of 5

Agreements for Approval Over \$300,000 Page 277 of 278 List any disclosures below (mark N/A, if not applicable.):

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF NDOT EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO NDOT EMPLOYEE/OFFICIAL	NDOT EMPLOYEE'S/OFFICIAL'S DEPARTMENT/DIVISION

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that NDOT may not take action on contract and agreement approvals without the completed disclosure form.

fare	James Caviola
Signature	Print Name
President	June 24, 2019
Title	Date
For NDOT Use Only:	
If any Disclosure of Relationship is noted above, pl	ease complete the following:
Yes No Is the NDOT employee(s) noted above	ve involved in the contracting/selection process for this particular item?
	ve involved in any way with the business in performance of the contract?
Notes/Comments:	

Signature

Print Name Authorized NDOT Representative



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

# **MEMORANDUM**

August 2, 2019

TO:	Department of Transportation Board of Directors
FROM:	Kristina L. Swallow, Director
SUBJECT:	August 19, 2019, Transportation Board of Directors Meeting
ITEM #6:	Contracts, Agreements, and Settlements – Informational Item Only

# Summary:

The purpose of this item is to inform the Board of the following:

- Construction contracts under \$5,000,000 awarded May 15, 2019, through July 16, 2019.
- Agreements under \$300,000 executed May 15, 2019, through July 16, 2019.

Any emergency agreements authorized by statute will be presented here as an informational item.

# Background:

Pursuant to NRS 408.131(5), the Transportation Board has authority to "[e]xecute or approve all instruments and documents in the name of the State or Department necessary to carry out the provisions of the chapter". Additionally, the Director may execute all contracts necessary to carry out the provisions of Chapter 408 of NRS with the approval of the board, except those construction contracts that must be executed by the chairman of the board. Other contracts or agreements not related to the construction, reconstruction, improvement and maintenance of highways must be presented to and approved by the Board of Examiners. This item is intended to inform the Board of various matters relating to the Department of Transportation but which do not require any formal action by the Board.

The Department contracts for services relating to the construction, operation and maintenance of the State's multi-modal transportation system. Contracts listed in this item are all low-bid per statute and executed by the Governor in his capacity as Board Chairman. The projects are part of the STIP document approved by the Board. In addition, the Department negotiates settlements with contractors, property owners, and other parties to resolve disputes. These proposed settlements are presented to the Board of Examiners, with the support and advisement of the Attorney General's Office, for approval. Other matters included in this item would be any emergency agreements entered into by the Department during the reporting period.

The attached construction contracts constitute all that were awarded for construction from May 15, 2019, through July 16, 2019 and agreements executed by the Department from May 15, 2019, through July 16, 2019. There were no settlements during the reporting period.

# Analysis:

These contracts have been executed following the Code of Federal Regulations, Nevada Revised Statutes, Nevada Administrative Code, State Administrative Manual, and/or Department policies and procedures.

# List of Attachments:

- A) State of Nevada Department of Transportation Contracts Awarded Under \$5,000,000, May 15, 2019, through July 16, 2019.
- B) State of Nevada Department of Transportation Executed Agreements Informational, May 15, 2019, through July 16, 2019.

## Recommendation for Board Action: Informational item only

Prepared by: Administrative Services Division

# Attachment

# STATE OF NEVADA DEPARTMENT OF TRANSPORTATION CONTRACTS AWARDED - INFORMATIONAL May 15, 2019, through July 16, 2019

1. April 25, 2019 at 1:30 PM the following bids were opened for Contract **3773**, Project No. SPSR-0445(002), on SR 445, West Calle De La Plata Junction to Sha Neva Road, in Washoe County, to widen roadway for auxiliary lane.

A & K Earth Movers, Inc	\$471,000.00
Sierra Nevada Construction, Inc.	\$549,007.00
Aspen Developers Corp.	\$595,000.00
Granite Construction Company	
Spanish Springs Construction, Inc.	
Road and Highway Builders LLC	
5 7	

# Engineer's Estimate ......\$714,804.64

The Director awarded the contract on June 5, 2019, to A & K Earth Movers, Inc. in the amount of \$471,000.00.

2. April 25, 2019 at 2:00 PM the following bids were opened for Contract **3770**, Project No. DE-STP-0564(007), on SR 564, Lake Mead Parkway, from IR-515 to Boulder Highway, in Clark County, for cold-milling, plant-mix bituminous surface with open grade, and ADA ramps.

Las Vegas Paving Corporation	\$4,399,500.00
Aggregate Industries SWR, Inc	
Security Paving Company, Inc.	
Fisher Sand & Gravel Co.	

Engineer's Estimate .......\$4,066,355.53

The Director awarded the contract on May 17, 2019, to Las Vegas Paving Corporation in the amount of \$4,399,500.00.

3. April 25, 2019 at 2:30 PM the following bids were opened for Contract **3771**, Project No. SP-000M(063), on SR 208 and SR 824, in Lyon County, to slurry seal.

VSS International, Inc Sierra Nevada Construction, Inc	. ,
Engineer's Estimate	\$558,046.45

The Director awarded the contract on May 21, 2019, to VSS International, Inc. in the amount of \$540,000.00.

4. April 25, 2019 at 3:00 PM the following bids were opened for Contract **3774**, Project No. SPSR-0844 (001), on SR 844, in Nye County, to remove and replace guardrail.

Nevada Barricade and Sign Company, Inc.	\$1.121.500.00
MKD Construction, Inc.	
Coral Construction Company	
Las Vegas Paving Corporation	
5 5 1	

Engineer's Estimate.....\$930,780.22

The Director awarded the contract on May 17, 2019, to Nevada Barricade and Sign Company, Inc. in the amount of \$1,121,500.00.

5. May 2, 2019 at 2:00 PM the following bids were opened for Contract 800-19, Project No. SP-MS-1201(020), at the NDOT District II Headquarters Administration Building, in Washoe County, to construct 3-story addition to existing Administration Building for new code compliant elevator. Remove existing elevator and infill the elevator shaft with floors for additional storage. Extend fire sprinkler system. Furnish and install fire alarm system.

Reyman Brothers Construction, Inc Simerson Construction LLC Granite Construction Company	. \$1,505,690.00
Engineer's Estimate	. \$1,182,662.00

The Director awarded the contract on May 16, 2019, to Reyman Brothers Construction, Inc. in the amount of \$1,225,000.00.

6. May 9, 2019 at 1:30 PM the following bids were opened for Contract **3777**, Project No. SPSR-0828(001), on US 50A, SR 427, and SR 828, in Lyon County, to slurry seal.

Sierra Nevada Construction, Inc.	\$951,007.00
VSS International, Inc.	\$1,148,120.00
Engineer's Estimate	

The Director awarded the contract on June 5, 2019, to Sierra Nevada Construction, Inc. in the amount of \$951,007.00.

7. May 16, 2019 at 1:30 PM the following bids were opened for Contract **3779**, Project No. SPF-093-4(031), on US 93, in Elko and White Pine Counties, for chip seal with seal Coat.

VSS International, Inc \$3,	,996,120.00
Sierra Nevada Construction, Inc\$4,	
Intermountain Slurry Seal, Inc \$4,	
Harney Rock & Paving Company\$4,	,399,653.00

The Director awarded the contract on June 10, 2019, to VSS International, Inc. in the amount of \$3,996,120.00.

8. May 16, 2019 at 2:00 PM the following bids were opened for Contract **802-19**, Project No. SP-MS-2332(005), at the Wells Maintenance Station, in Elko County, for the fuel station upgrade.

Acha Construction LLC	\$382,247.00 \$425,000.00 \$548,282.00
Engineer's Estimate	

The Director awarded the contract on June 4, 2019, to Bramco Construction Company in the amount of \$382,247.00.

 May 23, 2019 at 1:30 PM the following bids were opened for Contract 3776, Project No. SPSR-0157(007), on SR 157, Kyle Canyon Road, from the beginning of the dead end to the trailing edge of B-609, in Clark County, for cold-mill with plant-mix bituminous surface with open grade and slope improvement.

Aggregate Industries SWR, Inc. CMMCM LLC DBA Muller Construction Las Vegas Paving Corporation	\$1,989,783.49
Engineer's Estimate	\$1,817,710.08

The Director awarded the contract on June 18, 2019, to Aggregate Industries SWR, Inc. in the amount of \$1,826,628.00.

10. May 23, 2019 at 2:30 PM the following bids were opened for Contract **3778**, Project No. SP-000M(278), on US 93 and SR 318, in Lincoln, Nye and White Pine Counties, to chip seal.

Sierra Nevada Construction, Inc VSS International, Inc	
Harney Rock & Paving Company	

Engineer's Estimate ...... \$1,555,123.18

The Director awarded the contract on June 10, 2019, to Sierra Nevada Construction, Inc. in the amount of \$1,894,007.00.

 June 13, 2019 at 1:30 PM the following bids were opened for Contract 803-19, Project No. SP-MS-1304(003), at the Quinn River Maintenance Station, in Humboldt County, for water system improvements.

MKD Construction, Inc \$333,000	
Z7 Development \$349,000	.00
Aspen Developers Corp\$383,000	
Acha Construction LLC \$418,416	
KAP Mechanical Services\$762,400	.00

The Director awarded the contract on June 21, 2019, to MKD Construction, Inc. in the amount of \$333,000.00.

12. June 13, 2019 at 2:00 PM the following bids were opened for Contract **3782**, Project No. SPSR-0293(003), on US 95 and SR 293, in Humboldt County, for chip seal with seal coat.

Sierra Nevada Construction, Inc Harney Rock & Paving Company	
Engineer's Estimate	. \$4,112,638.86

The Director awarded the contract on July 3, 2019, to Sierra Nevada Construction, Inc. in the amount of \$4,091,007.00.

13. June 13, 2019 at 2:30 PM the following bids were opened for Contract **3781**, Project No. SPSR-0278(015), on SR 278, in Eureka County, for 2-inch overlay.

Road and Highway Builders LLC	
MKD Construction, Inc	
	+ ,
Engineer's Estimate	

The Director awarded the contract on June 28, 2019, to Road and Highway Builders LLC in the amount of \$2,434,434.00.

14. June 13, 2019 at 3:00 PM the following bids were opened for Contract **3783**, Project No. SP-000M(281), on SR 207, in Douglas County, for chip seal with micro-surfacing.

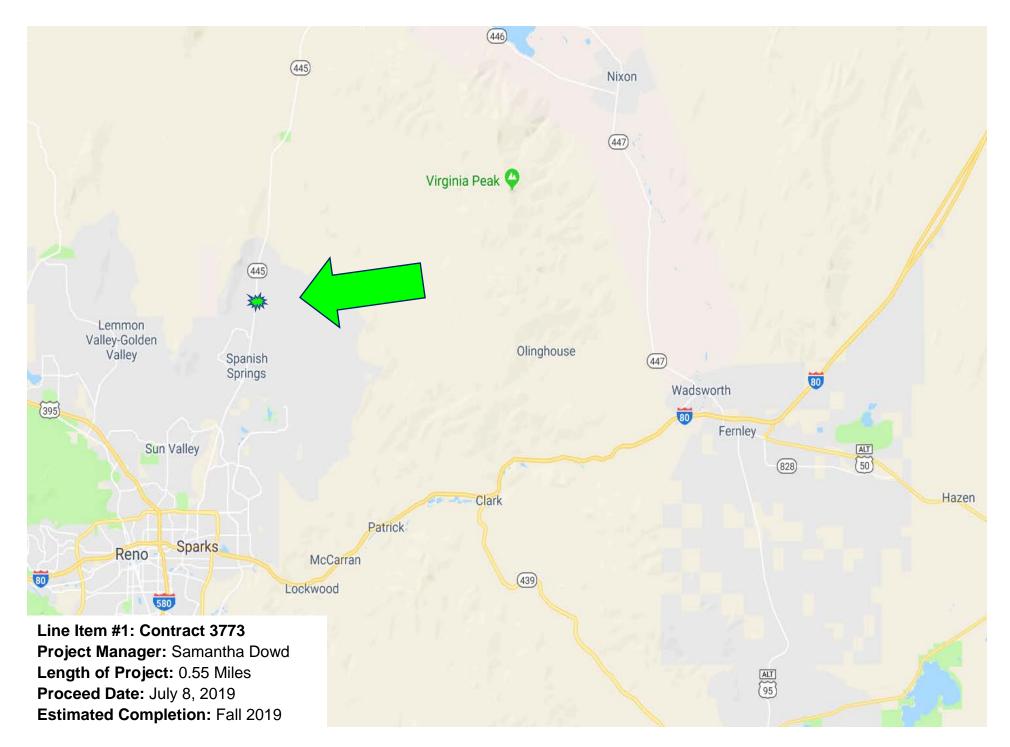
VSS International, Inc.	\$1,510,120.00
Sierra Nevada Construction, Inc.	\$1,794,007.00
Engineer's Estimate	

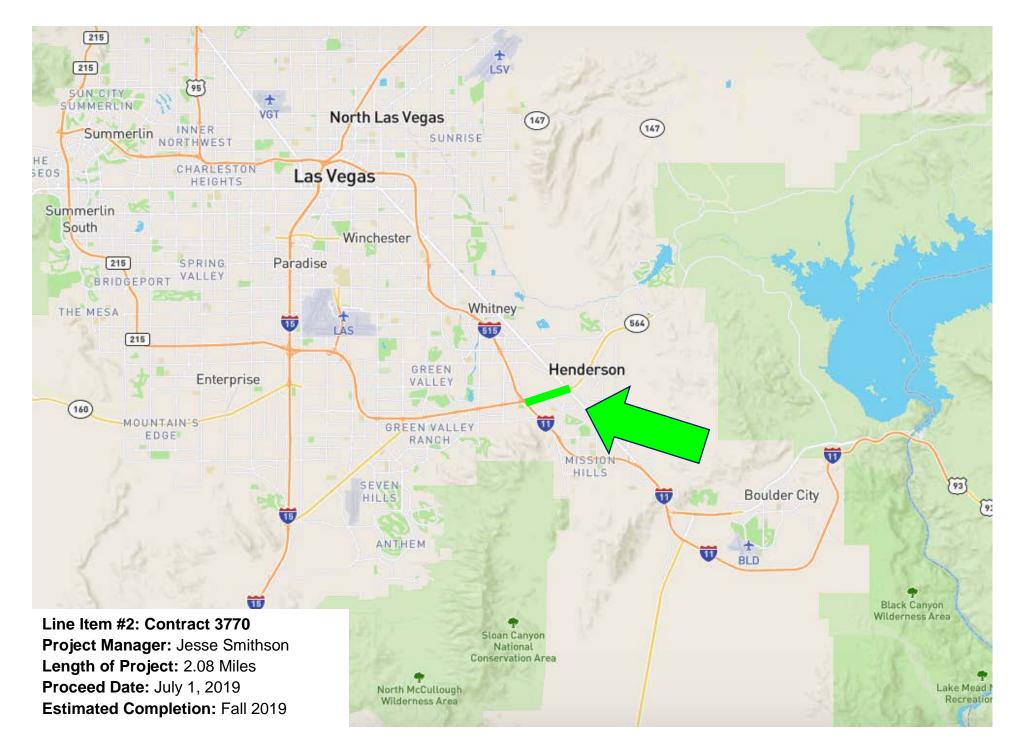
The Director awarded the contract on July 16, 2019, to VSS International, Inc. in the amount of \$1,510,120.00.

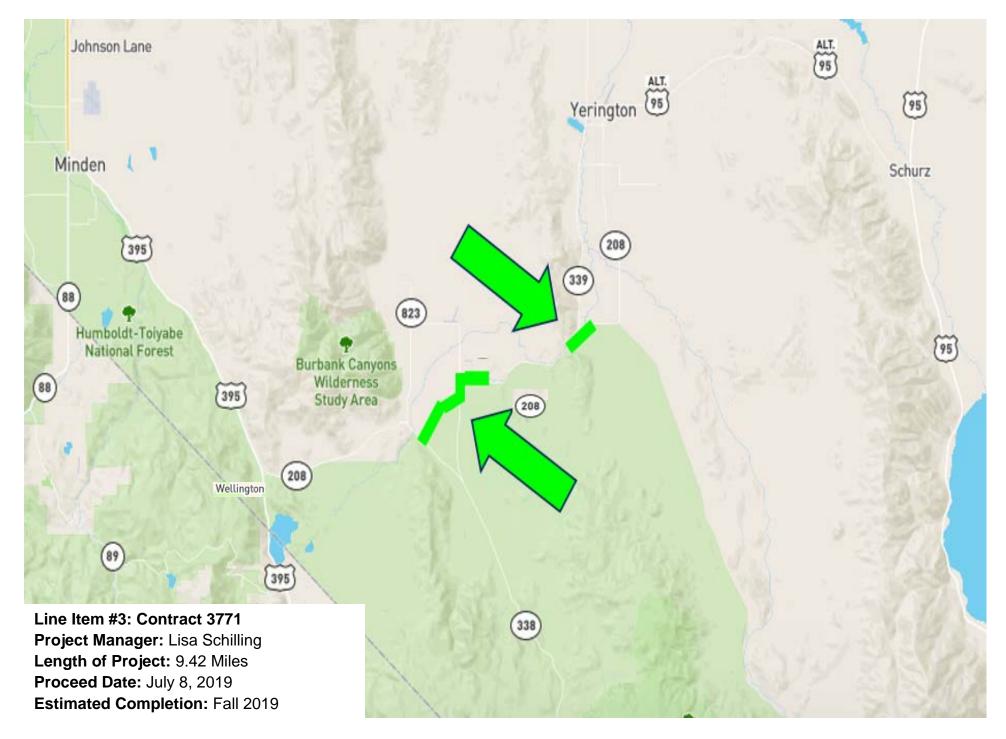
15. June 20, 2019 at 1:30 PM the following bids were opened for Contract **3780**, Project No. SI-0032(192), on SR 431, in Washoe County, to install safety improvements to include signing, striping, guardrail, concrete barrier rail, asphalt paving and high friction surface treatment.

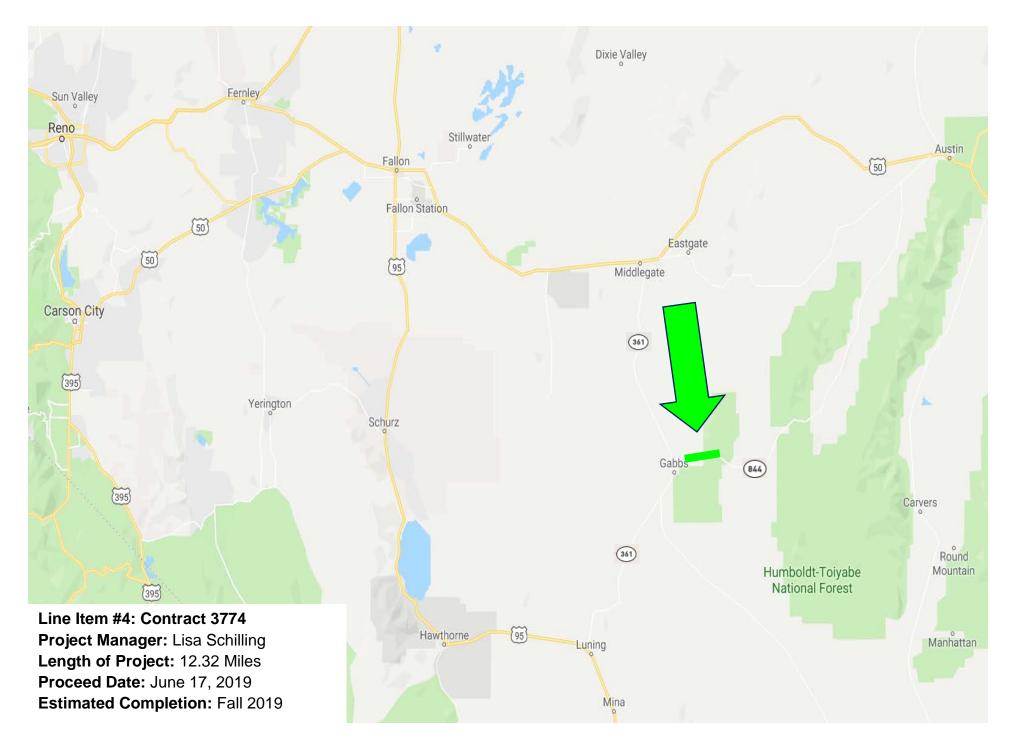
Road and Highway Builders LLC Granite Construction Company MKD Construction, Inc	\$1,252,252.00
Engineer's Estimate	\$1,198,758.35

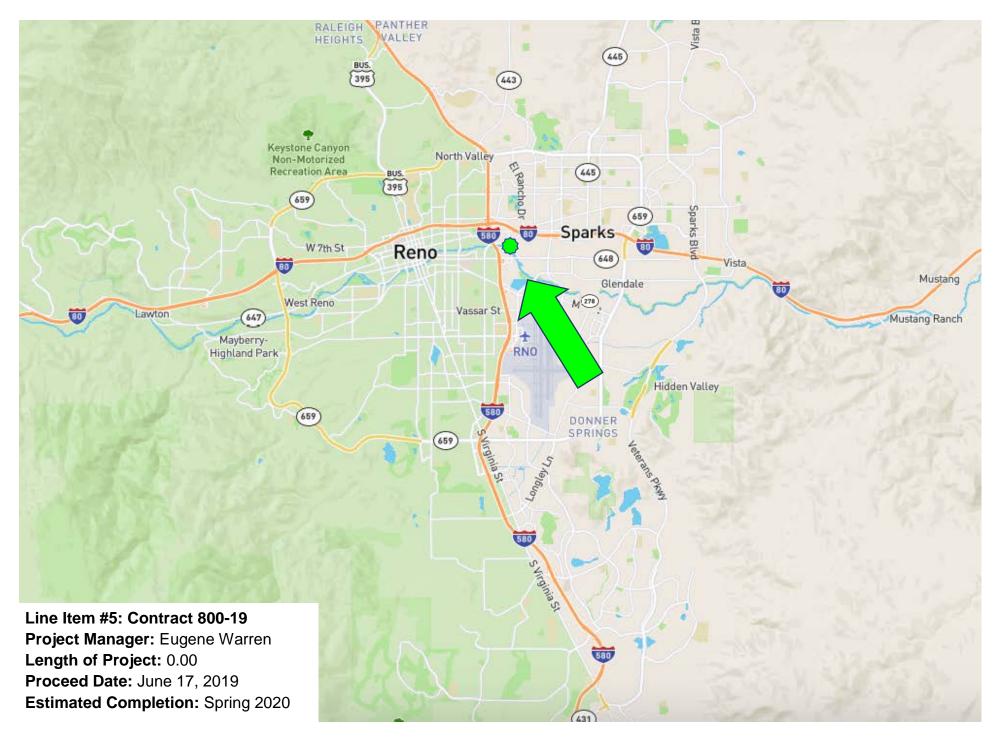
The Director awarded the contract on July 3, 2019, to Road and Highway Builders LLC in the amount of \$1,222,222.00.

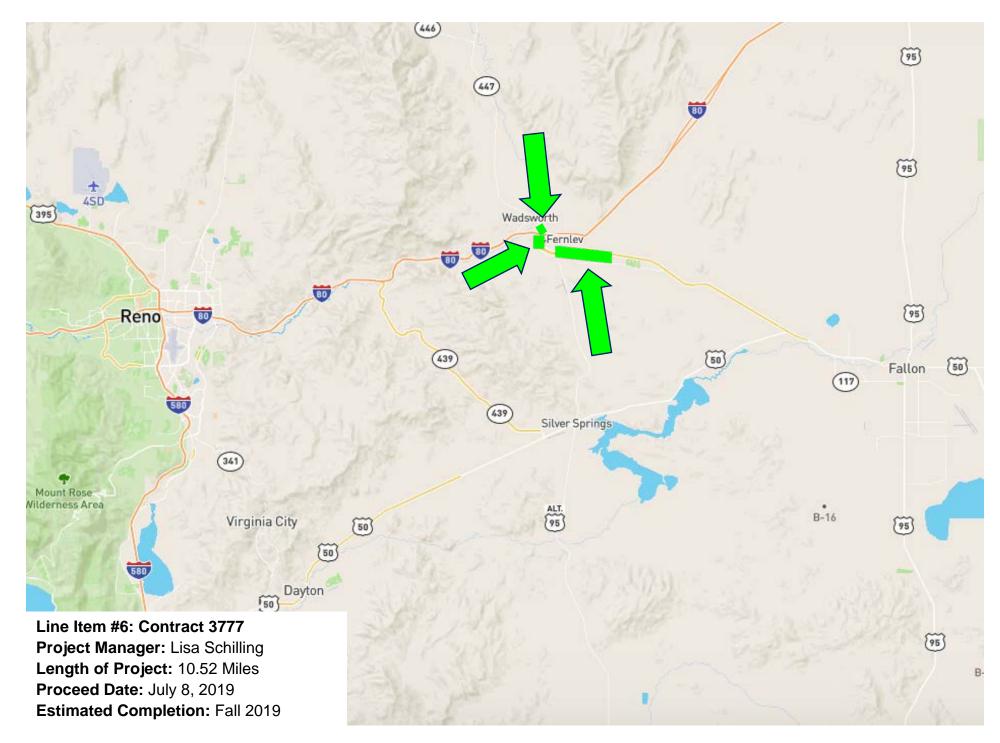


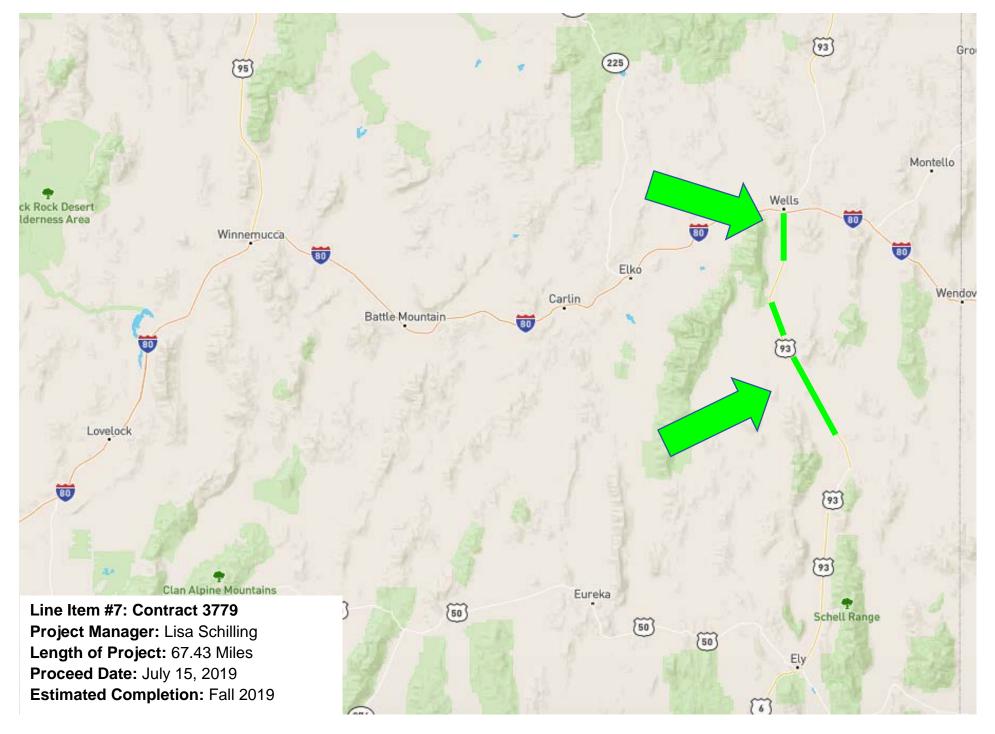


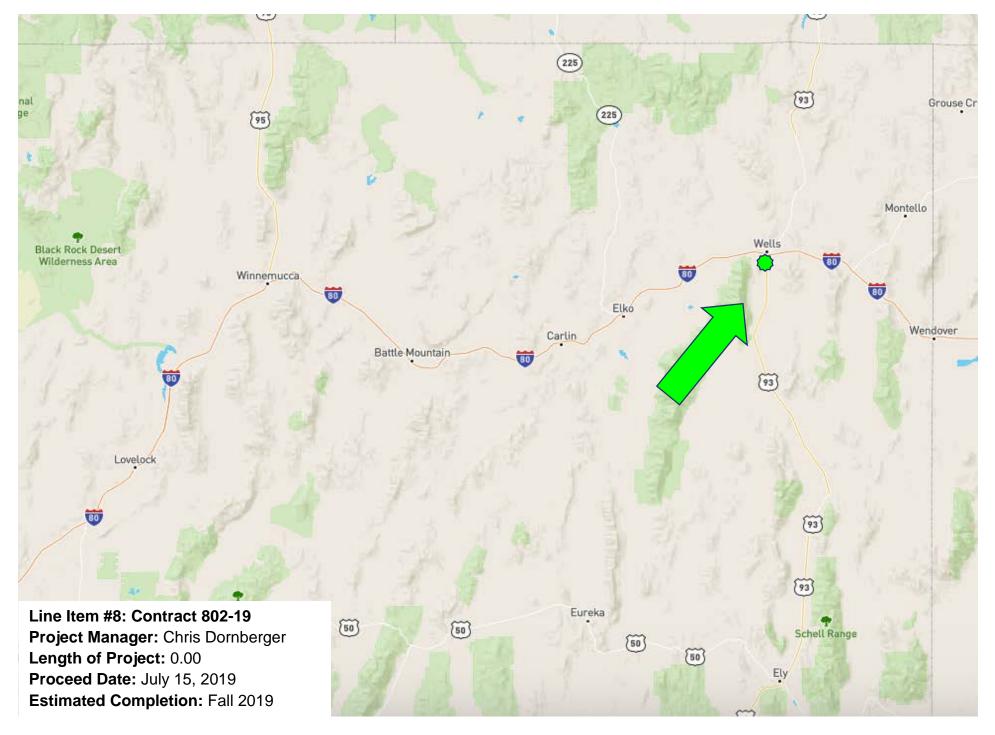


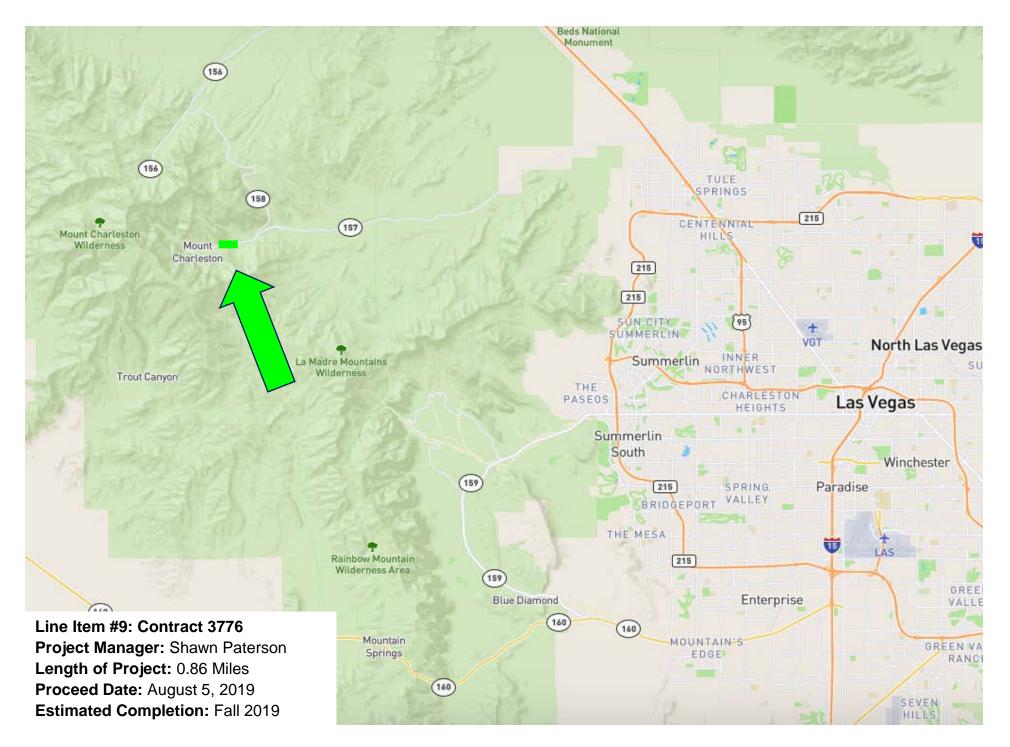


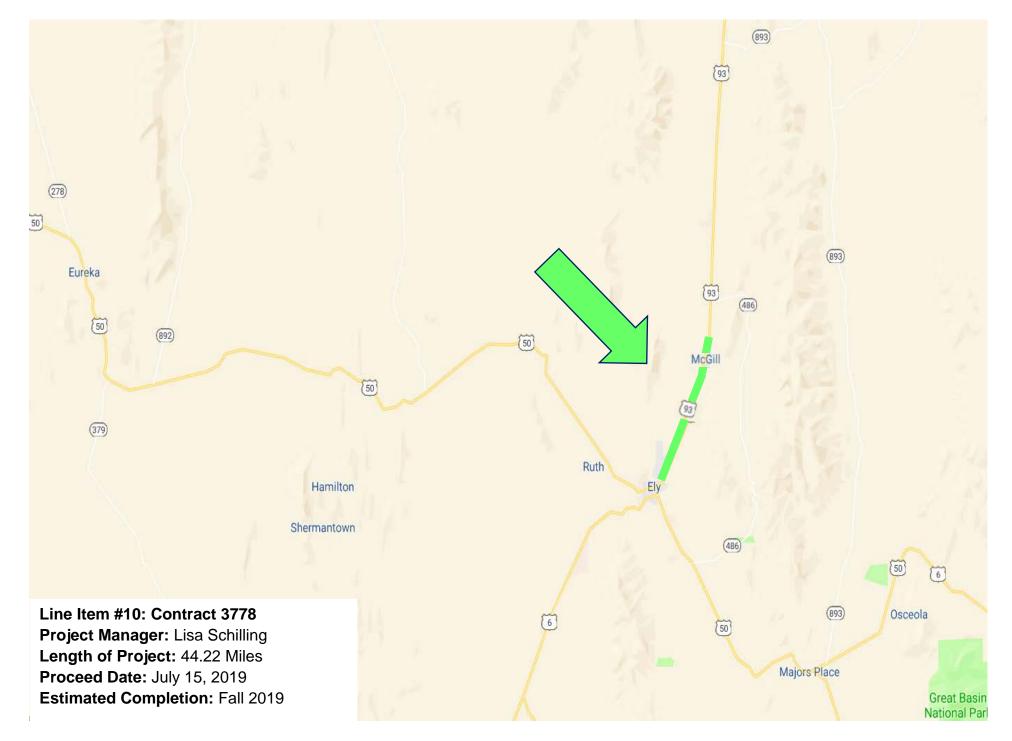


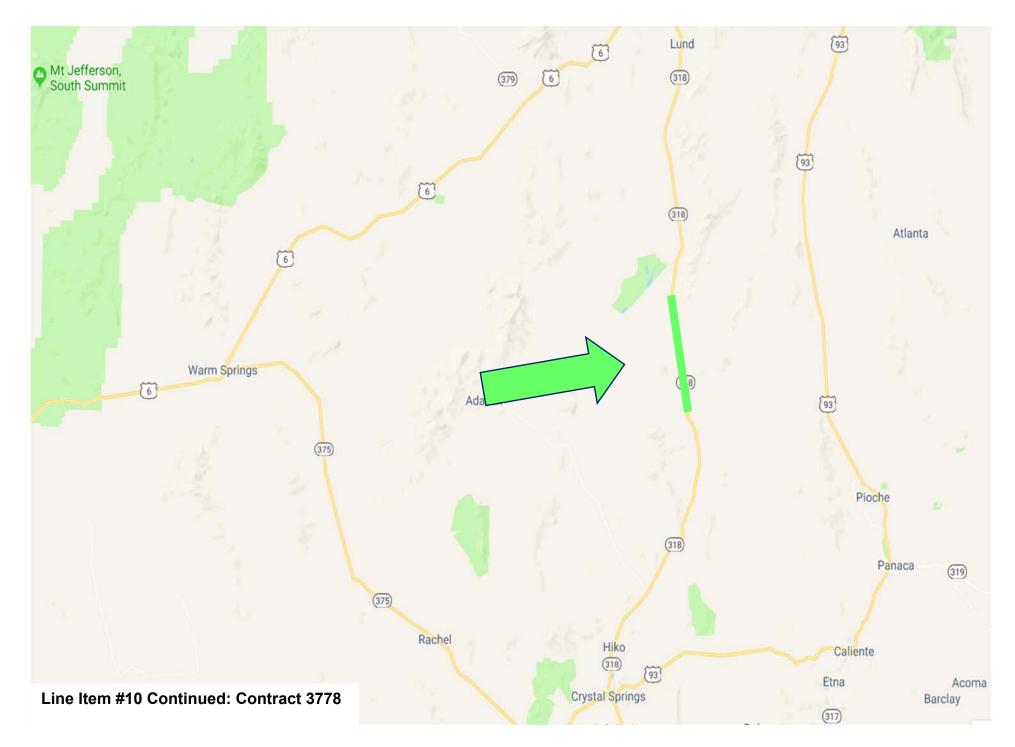






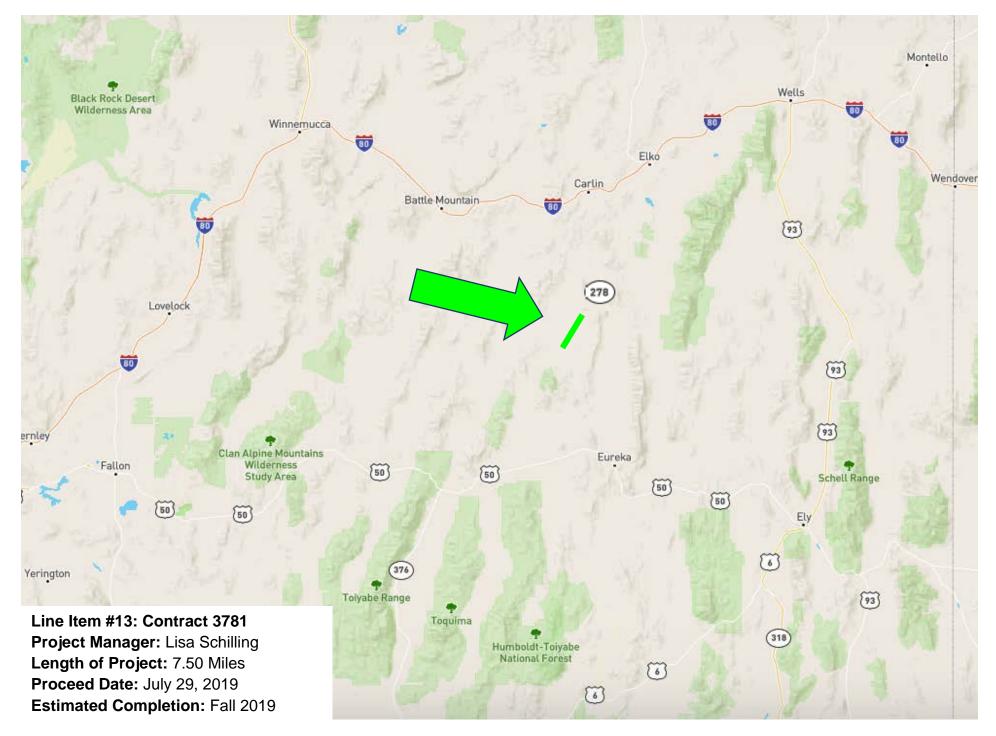


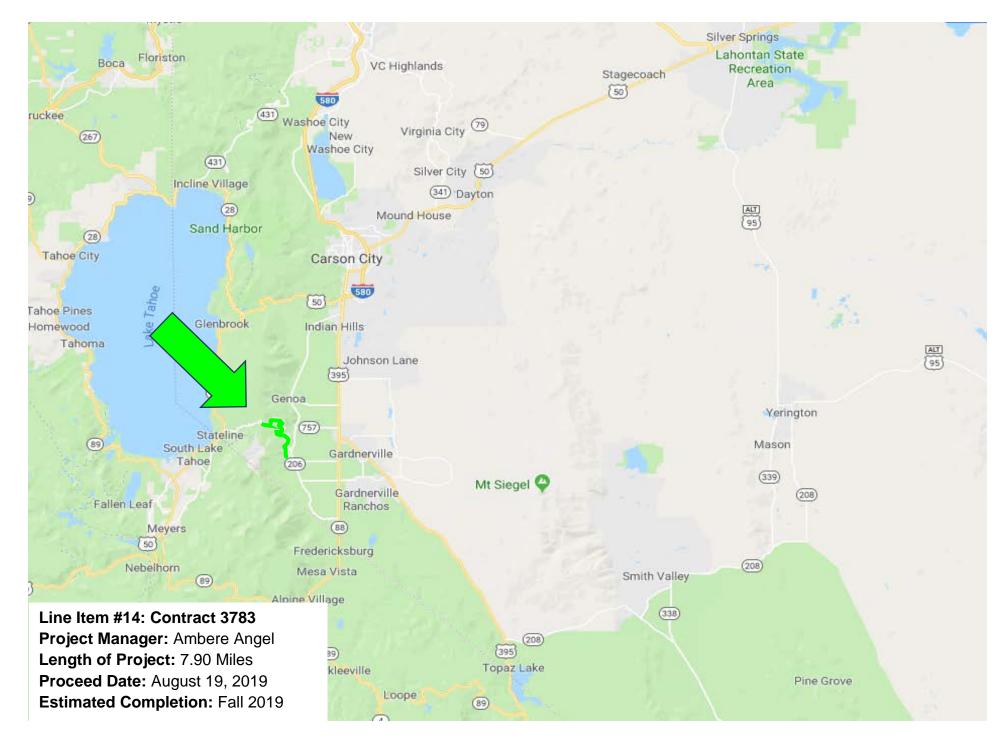


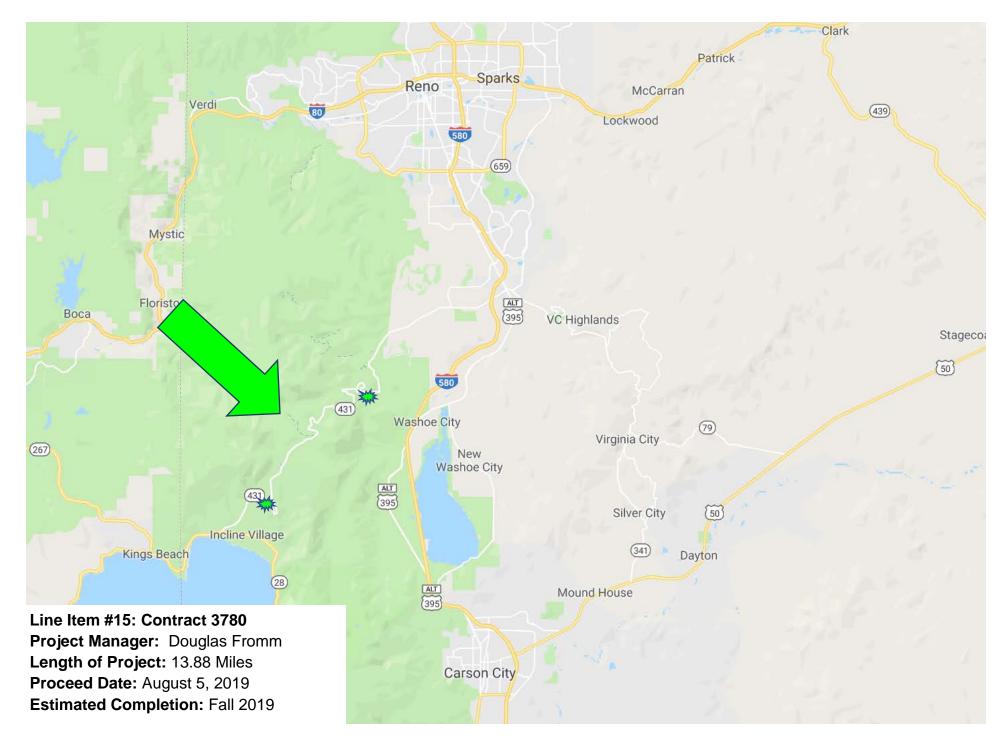












# Attachment B

#### State of Nevada Department of Transportation Executed Agreements - Informational May 15, 2019 through July 16, 2019

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total of Prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	
1	33819	00	DINO NATALI	PARCEL ACQUISITION	N	1,000.00	-	-	1,000.00	-	07/10/2019	06/30/2024	-	Acquisition	Right-of-Way	Cliff	07-10-19: ACQUISITION OF 5 021.483PE FOR CONSTRUC
2	22619	00	DOUGLAS COUNTY SCHOOL DISTRICT	PERMANENT EASEMENT	N	1,000.00		-	1,000.00	-	06/06/2019	05/31/2024	-	Acquisition	Right-of-Way	Cliff	06-06-19: PERMANENT EAS CURB RAMPS, DOUGLAS C
3	22819	00	SAHARA NELLIS LEASING	PERMANENT AND TEMPORARY EASEMENT	N	2,000.00	-	-	2,000.00	-	06/17/2019	02/20/2023	3 -	Acquisition	Right-of-Way	Cliff	06-17-19: PERMANENT AND CL-009.954PE1 AND S-589-(
4	34219	00	SMITH'S FOOD & DRUG CENTERS	PERMANENT EASEMENT	N	4,000.00		-	4,000.00	-	07/10/2019	07/31/2024	-	Acquisition	Right-of-Way	Cliff	07-10-19: PERMANENT EAS EASEMENTS FOR PARCELS PURPOSES, CLARK COUNT
5	24519	00	CITY OF FERNLEY	MANHOLE AND VALVE COVERS	Y	3,200.00	-	-	3,200.00	-	06/27/2019	06/30/2024	-	Facility	Right-of-Way	Cliff	06-27-19: ADJUSTMENT OF JASMINE LANE, IN FERNLE' EXEMPT
6	21719	00	NV ENERGY	LINE EXTENSION	Y	23,327.00		-	23,327.00	-	05/24/2019	05/31/2024	-	Facility	Right-of-Way	Cliff	05-24-19: LINE EXTENSION / PROJECT, CLARK COUNTY.
7	35219	00	NV ENERGY	LINE EXTENSION	N	6,348.00		-	6,348.00	-	07/11/2019	07/31/2024	-	Facility	Right-of-Way	Cliff	07-11-19: LINE EXTENSION / STRUCTURE FOR A 200-AM STRUCTURE, HUMBOLT CO
3	22519	00	RAFT RIVER RURAL ELECTRIC	LINE EXTENSION	N	3,100.00	-	-	3,100.00	-	05/24/2019	05/31/2021	-	Facility	Right-of-Way	Cliff	05-24-19: LINE EXTENSION / PROVIDE POWER TO A DIG
9	36717	01	TONOPAH PUBLIC UTILITIES	ROAD BED MODIFICATION	N	50,000.00	150,965.00	-	200,965.00		09/27/2017	09/30/2022	06/24/2019	Facility	Right-of-Way	Cliff	AMD 1 06-24-19: INCREASE BEING INTENDED TO START PROGRESSED, A SUBSTAN INTO A 60% STATUS FOR IN 09-27-17: PROVIDE PRELIMI
10	23019	00	UNION PACIFIC RAILROAD	PRELIMINARY ENGINEERING SERVICES	N	25,000.00		-	25,000.00	-	06/06/2019	06/30/2024	-	Facility	Right-of-Way	Cliff	OF UTILITY FACILITIES OWN 06-06-19: PRELIMINARY AND THE DEPARTMENT'S EASEN
11	31819	00	PERSHING COUNTY	FEDERAL AVIATION	N	2,731.00		-	2,731.00	-	07/08/2019	09/30/2019	) -	Grantee	Planning	Sondra	07-08-19: FEDERAL AVIATIO
				ADMINISTRATION (FAA) GRANT		,			,					-	5		CONSTRUCT A SNOW REM AIRPORT, PERSHING COUN
12	31419	00	WHITE PINE COUNTY	FEDERAL AVIATION ADMINISTRATION (FAA) GRANT	N	45,643.27	-	-	45,643.27	-	06/08/2019	09/30/2019	-	Grantee	Planning	Sondra	06-08-19: FEDERAL AVIATIO RECONSTRUCT THE MAIN A COUNTY. NV B/L#: EXEMPT
13	08019	00	CITY OF RENO	RENO BID AMBASSADOR PROGRAM	N	150,000.00	-	-	150,000.00	-	05/21/2019	06/30/2021	-	Interlocal	Front Office	Cole	05-21-19: SUPPORTING THE FOR GRAFFITI REMOVAL, O PERSONS FROM IN AND AR
14	18819	00	NORTHERN NEVADA DEVELOPMENT AUTHORITY	ECONOMIC FREIGHT STUDY	N	189,915.00	-	-	189,915.00	-	07/09/2019	12/31/2019	) -	Interlocal	Planning	Sondra	07-09-19: ECONOMIC\FREIG CARSON CITY, DOUGLAS A
15	27519	00	RTC WASHOE COUNTY	COMMUNITY OUTREACH SERVICES	N	18,000.00		-	18,000.00	-	06/24/2019	06/30/2020	-	Interlocal	Contract Compliance	Tracy	06-24-19: COORDINATION O SMALL AND DISADVANTAG
16	27619	00	THE SHANENDOAH CO. BUSINESS	OFFICE SPACE LEASE	N	366,673.80	-	-	366,673.80	-	06/01/2019	05/31/2024	-	Lease	District II	Tracy/Mike	06-01-19: OFFICE SPACE FC CARSON CITY. NV B/L#: NVI
17	21619	00	N INTERCHANGE HOLDINGS, LLC	PARCEL ACQUISITION	Y	993,800.00		-	993,800.00	-	05/24/2019	05/31/2024	l –	Right-of-Way Access	Right-of-Way	Cliff	05-24-19: PURCHASE OF PA COUNTY. NV B/L#: NVD2018
18	20919	00	NEVADA MALLARD BUSINESS TRUST	PARCEL ACQUISITION	N	8,365,000.00		-	8,365,000.00	-	05/31/2019	04/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	05-31-19: PURCHASE OF PA (SBX), WASHOE COUNTY. N
19	36518	00	A&K EARTH MOVERS, INC.	EROSION REMEDIATION	N	152,000.00		-	152,000.00	-	06/21/2019	12/31/2019	) -	Service Provider	District II	Tracy/Mike	06-21-19: REPAIR EROSION BASIN, REMOVE A DRAIN IN 34.275 FOR EROSION AND I PROPOSERS: A&K EARTH N
20	25619	00	ACHA CONSTRUCTION, LLC	CONSTRUCT A SIDEWALK	N	66,460.00		-	66,460.00	-	06/12/2019	12/31/2019	3 -	Service Provider	District III	Tracy/Boyd	06-12-2019: CONSTRUCTION ST. AND FOREST AVE. FOR CONSTRUCTION, LLC AND N

#### Notes

F 5 SQUARE FEET FOR A PERMANENT EASEMENT AND RIGHT-OF-WAY, ON APN U-395-DO-JCTION PURPOSES, DOUGLAS COUNTY. NV B/L#: EXEMPT

ASEMENT AND RIGHT-OF-WAY FOR MAINTENANCE AND CONSTRUCTION OF ADA COMPLIANT S COUNTY. NV B/L#: EXEMPT

ND TEMPORARY EASEMENTS FOR CONSTRUCTION AND MAINTENANCE ON PARCELS S-589-9-CL-009.954TE1, CLARK COUNTY. NV B/L#: NVP20151114626

ASEMENTS FOR PARCELS S-589-CL-009.951PE1 AND S612-CL-040.929PE1 AND TEMPORARY ELS S-589-CL-009.951TE1 AND S-612-CL-040.929TE1 FOR CONSTRUCTION AND MAINTENANCE NTY. NV B/L#: NVF20031516470

DF MANHOLE AND VALVE COVERS ON FARM DISTRICT ROAD, FROM CRIMSON ROAD TO LEY FOR CONSTRUCTION OF A 10 FOOT WIDE MULTI-USE PATH, LYON COUNTY. NV B/L#:

N AGREEMENT ON US 95 NEAR THE US 93 INTERCHANGE AS PART OF THE FAST K1 IY. NV B/L#: NVD19831015840.

IN AGREEMENT ON THE SOUTH SIDE OF THE GIROUX/I-80/BRIDGE STREET OVERPASS AMP PANEL TO PROVIDE LIGHTING FOR THE AESTHETIC DESIGN ELEMENTS ON THE COUNTY. NV B/L#: NVD19831015840

N AGREEMENT FOR THE INTERSECTION OF BONEY LANE AND SR-225 TO INSTALL AND DIGITAL MEDIA SIGN, ELKO COUNTY. NV B/L#: NVF19971090411

SE AUTHORITY BY \$150,965.00 FROM \$50,000.00 TO \$200,965.00, DUE TO THE INITIAL ESTIMATE RT THE ENGINEERING PROCESS WITH BASIC CONCEPTUAL PLANS. AS THE PLANNING ANTIAL INCREASE IN ENGINEERING WORK WAS REQUIRED TO BRING THE TOWN'S PLANS INCORPORATION INTO STATE PLANS.

IMIARY ENGINEERING COSTS FOR THE PURPOSE OF THE ADJUSTMENT AND/OR RELOCATION WNED BY THE TOWN OF TONOPAH, NYE COUNTY. NV B/L#: EXEMPT

ND OTHER RELATED SERVICES FOR THE ADDITION OF TRAVEL LANES TO US 395 WITHIN SEMENT WITH UNION PACIFIC RAILROAD, WASHOE COUNTY. NV B/L#: NVF19691003146.

TION ADMNISTRATION (FAA) AIRPORT IMPROVEMENT PROJECT 3-32-001-016-2018 TO EMOVAL EQUIPMENT BUILDING AND PURCHASE A SNOW PLOW AT THE DERBY FIELD UNTY. NV B/L#: EXEMPT

TION ADMNISTRATION (FAA) AIRPORT IMPROVEMENT PROJECT 3-32-006-00021-2018 TO N AIRPORT RUNWAY 18/36 AT THE ELY AIRPORT/YELLAND FIELD AIRPORT, WHITE PINE PT

HE DOWNTOWN RENO BUSINESS IMPROVEMENT DISTRICT (BID) AMBASSADOR PROGRAM , ON-DEMAND SPOT CLEANER, POWER WASHING, AND THE RELOCATION OF HOMELESS AROUND THE DEPARTMENT'S RIGHT-OF-WAY, WASHOE COUNTY. NV B/L#: EXEMPT.

EIGHT STUDY EVALUATING RAILROAD NEEDS ACROSS THE TRI CENTER AND FERNLEY AREA, 3 AND LYON COUNTIES. NV B/L#: NVO19811008120

I OF COMMUNITY OUTREACH SERVICES FOR A SHARED MESSAGE ON DEVELOPMENT OF AGED BUSINESS ENTERPRISES IN TRANSPORTATION, CLARK COUNTY. NV B/L#: EXEMPT

FOR C911 & C907. C911 AND C907 WILL BE EQUALLY SHARING THE COST OF THE LEASE, IVD20011000618

PARCELS I-015-CL-051.858 AND I-015-CL-051.867 AS PART OF PROJECT DE-0003(139), CLARK 0181303061

PARCEL I-580-WA-024.641 FOR PROJECT SPI-080-1(083), SPAGHETTI BOWL EXPRESS Y. NV B/L#: NVD20101732945

DN DAMAGE OF A SLOPE AND RE-ESTABLISH DRAINAGE DITCHES, CREATE A DRAINAGE I INLET, AND REPLACE A METAL END SECTION AT THE INLET ON US 395 MP WA 34.153 TO WA D DRAINAGE DAMAGE REMEDIATION, WASHOE COUNTY. NV B/L#: NVD19651001305-Q H MOVERS INC. AND SIERRA NEVADA CONSTRUCTION

ION OF A NEW SIDEWALK ON SR304, FRONT ST., IN BATTLE MOUNTAIN BETWEEN GALENA OR PUBLIC SAFETY, LANDER COUNTY. NV B/L#: NVD20091375725-Q PROPOSERS: ACHA ID MKD CONSTRUCTION

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total of Prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	
21	65718	00	ATM ELECTRIC	ELECTRICAL SERVICE UPGRADE	N	9,173.05	-	-	9,173.05	-	06/28/2019	12/31/2019	-	Service Provider	Architecture	Tracy	06-28-19: ELECTRICAL SER AND ELECTRICAL CODE DE
22	53215	02	AZTECH INSPECTIONS & TESTING	CREW AUGMENTATION	Y	5,151,917.35	298,479.75	660,209.43	6,110,606.53	-	05/17/2016	05/31/2020	06/04/2019	Service Provider	Construction	Cliff	AMD 2 06-04-19: INCREASE SERVICES.
																	AMD 1 12-10-18: INCREASE CONTINUE FOR THE DURAT
																	05-17-16: CONSTRUCTION E PROJECT NEON, CLARK CC
23	38217	02	CAMBRIDGE SYSTEMATICS, INC.	TRUCK PARKING EXPANSION STUDY	Y	499,988.00	250,000.00	-	749,988.00	-	02/12/2018	12/31/2019	07/15/2019	Service Provider	Planning	Sondra	AMD 2 07-15-19: INCREASE DATE FROM 12-31-19 TO 07-
																	AMD 1 04-12-18: CHANGE TE 02-12-18: PROVISION OF SE PARKING ACCOMMODATION
24	27719	00	CAMPBELL SCIENTIFIC, INC.	TRAINING WORKSHOP	N	16,400.00		-	16,400.00	-	05/31/2019	06/30/2020	-	Service Provider	Sormwater Training	Cliff	05-31-19: DELIVER ON-SITE HARDWARE AND SOFTWAR MONITORING SYSTEM, CAR
25	74218	00	CARDNO	BIOLOGICAL COMPLIANCE MONITOR	N	299,551.59	-	-	299,551.59	-	5/31/2019	10/31/2019	-	Service Provider	Environmental	Cliff	05-31-19: BIOLOGICAL OVER PROJECT IN COMPLIANCE V NVF20111772626-R PROPOS
26	26019	00	CASHMAN EQUIPMENT COMPANY	REPAIRS TO CATERPILLAR	N	35,000.00	-	-	35,000.00	-	05/21/2019	7/31/2019	-	Service Provider	Equipment	Tracy	05-21-19: MISCELLANEOUS WORKING CONDITION, WAS
27	54417	01	CUMMINS INC.	GENERATOR MAINTENANCE	N	160,000.00	100,000.00	-	260,000.00	-	07/19/2018	06/30/2024	06/27/2019	Service Provider	Traffic Operations	Tracy	AMD 1 06-27-19: EXTEND TE FROM \$160,000.00 TO \$260,0 07-19-18: ANNUAL GENERAT IS NECESSARY FOR RELIAB B/L#: NVF20171009441-Q
28	19919	00	D&B PROFESSIONAL CLEANING SERVICES	PROVIDE JANITORIAL SERVICES	N	163,076.00	-	-	163,076.00		06/12/2019	05/31/2022	-	Service Provider	District III	Tracy/Boyd	06-12-2019: JANITORIAL SEF EAST OF BATTLE MOUNTAIN MILES EAST OF BATTLE MO PROFESSIONAL CLEANING
29	25819	00	ENVISE	REPAIR OF HVAC	N	69,996.00	-	-	69,996.00	-	05/24/2019	12/31/2019	-	Service	Architecture	Tracy	05-24-19: REPAIR OF FAST E
30	20819	00	FINANCIAL TECHNOLOGY CORPORATION	CONTROLS WORKFLOW CHANGES TO IRWIN	N	200,000.00	-	-	200,000.00		06/20/2019	06/30/2021	-	Provider Service Provider	Right-of-Way	Cliff	06-20-19: CHANGES IN WOR EFFICIENT FUNCTIONALITY
31	38119	00	GRANITE CONSTRUCTION COMPANY	STIPEND AGREEMENT	N	225,000.00	-	-	225,000.00		06/28/2019	07/01/2020	-	Service Provider	Project Management	Cole	06-28-19: STIPEND AGREEM PROCUREMENT, WASHOE (
32	30019	00	HDR ENGINEERING INC.	BRIDGE LOAD RATING	Y	48,412.20	-	-	48,412.20	-	07/01/2019	12/31/2019	-	Service Provider	Structures	Cliff	07-01-19: LOAD RATING OF T PROGRAM, CLARK COUNTY
33	29319	00	HESS TRASH COMPANY	TRASH AND DEBRIS REMOVAL	N	248,000.00	-	-	248,000.00	-	07/15/2019	12/31/2021	-	Service Provider	District II	Tracy/Mike	07-15-19: ON-CALL SERVICE RENO/SPARKS METRO ARE
34	62218	01	JOHN S. WRIGHT & ASSOCIATES	PARCEL APPRAISAL	N	15,000.00	25,000.00	-	40,000.00	-	10/09/2018	07/01/2020	06/27/2019	Service Provider	Right-of-Way	Cliff	AMD 1 06-27-19: INCREASE DATE FROM 09-30-19 TO 07-
																	10-09-18: APPRAISAL OF 2 F AND ON SOUTHBOUND I-580 RENO SPAGHETTI BOWL EX
35	38219	00	KIEWIT INFRASTRUCTURE WEST CO.	STIPEND AGREEMENT	N	225,000.00	-	-	225,000.00		06/28/2019	07/01/2020	-	Service Provider	Project Management	Cole	06-28-19: STIPEND AGREEM PROCUREMENT, WASHOE (
36	17519	00	MARSHALL'S SEPTIC CARE, LLC	SEPTIC PUMPING SERVICES	N	52,880.00	-	-	52,880.00		05/31/2019	11/30/2021	-	Service Provider	District III	Tracy/Boyd	05-31-19: SEPTIC PUMPING 3 PERSHING COUNTIES. NV B SEPTIC TANK AND BACKHO
37	28319	00	MARSHALL'S SEPTIC CARE, LLC	JANITORIAL SERVICES	N	233,950.00	-	-	233,950.00	-	07/01/2019	12/31/2021		Service Provider	District I	Tracy/Mary	07-01-19: JANITORIAL SERVI TRAVELING PUBLIC, CHURC
38	01418	00	NEVADA BARRICADE & SIGN CO., INC	GUARDRAIL INSTALLATION	N	155,600.00	-	-	155,600.00	-	06/21/2019	12/31/2019		Service Provider	District II	Tracy/Mike	06-21-19: INSTALL GUARDRA SR 828 FOR THE SAFETY OF NEVADA BARRICADE & SIGI

RVICE UPGRADE AT INDIAN SPRINGS MAINTENANCE STATION DUE TO AGED EQUIPMENT DEFICIENES, CLARK COUNTY, NV B/L#: NVD20131191279-Q PROPOSERS: ATM ELECTRIC

SE AUTHORITY BY \$298,479.97 FROM \$5,812,126.78 TO \$6,110,606.53 FOR CONTINUATION OF

SE AUTHORITY BY \$660,209.43 FROM \$5,151,917.35 TO \$5,812,126.78 TO ENABLE SERVICES TO ATION OF THE PROJECT.

N ENGINEERING SERVICES FOR FIELD TESTING AUGMENTATION OF CREW 915, FOR COUNTY. NV B/L#: NVD20091455548/NVD19991253304-R

SE AUTHORITY BY \$250,000.00 FROM \$499,988.00 TO \$749,988.00 AND EXTEND TERMINATION 07-31-20 DUE TO ADDITIONAL SCOPE OF SERVICES.

TERMINATION DATE FROM 12-31-21 TO 12-31-19 TO MATCH THE PROJECTED END DATE.

SERVICES IS REQUIRED FOR THE TRUCK PARKING IMPLEMENTATION PLAN FOR TRUCK ION, STATEWIDE. NV B/L#: NVF20101447739-R

TE 4-DAY TRAINING WORKSHOP ON THE CR1000/LOGGERNET SYSTEM, THE PROPRIETARY /ARE APPLICATION THAT RUNS THE DEPARTMENT'S FIELD-BASED STORMWATER ARSON CITY. NV B/L#: EXEMPT

VERSIGHT AND THREATENED AND ENDANGERED SPECIES COMPLIANCE OF US 95 ITS K1 2E WITH THE MULTIPLE SPECIES HABITAT CONSERVATION PLAN, CLARK COUNTY. NV B/L# POSERS: BIO LOGICAL, ENVIROSYSTEMS, POWER ENGINEERS AND STANTEC

JS REPAIRS TO NDOT UNIT 1991, A CAPTERPILLAR D7 DOZER, TO BRING THE UNIT INTO (ASHOE COUNTY. NV B/L#: NVD19601000406

TERMINATION DATE FROM 07-19-19 TO 06-30-24 AND INCREASE AUTHORITY BY \$100,000.00 60,000.00 DUE TO THE NEED FOR CONTINUED SERVICES.

RATOR MAINTENANCE AND EMERGENCY REPAIR FOR BACKUP POWER, AND SUCH PROJECT IABLE BACKUP POWER SOURCE FOR PUBLIC SAFETY COMMUNICATION, STATEWIDE. NV

SERVICES AT THE BEOWAWE REST AREAS, RP 802 EASTBOUND AND WESTBOUND, 27 MILES AIN ON I-80 AND THE EMIGRANT TRUCK STOPS EASTBOUND AND WESTBOUND, AND 39 MOUNTAIN ON I-80, EUREKA COUNTY. NV B/L#: NVP20101094756-Q PROPOSALS: D&B NG SERVICE AND ECO GREEN MAINTENANCE

T BUILDING HVAC CONTROLS, CLARK COUNTY. NV B/L#: NVF20151201704

ORKFLOW TO THE INTEGRATED RIGHT-OF-WAY INFORMATION NETWORK (IRWIN) FOR MORE TY IN THE RIGHT-OF-WAY OFFICE, CARSON CITY COUNTY. NV B/L#: NVF20171139122.

EMENT FOR RESPONSIVE PROPOSER ON SPAGHETTI BOWL EXPRESS DESIGN BUILD DE COUNTY. NV B/L#: NVF19631001612.

DF THE O'CALLAGHAN-TILLMAN BRDIGE IN SUPPORT OF NDOT'S BRIDGE INSPECTION ITY. NV B/L#: NVF19851010291

ICES TO REMOVE TRASH AND DEBRIS FROM NDOT RIGHT-OF-WAY WITHIN THE REA, WASHOE COUNTY. NV B/L#: NVD20181882687-Q PROPOSERS: HESS TRASH COMPANY

SE AUTHORITY BY \$25,000.00 FROM \$15,000.00 TO \$40,000.00 AND EXTEND TERMINATION 07-01-20 DUE TO THE NEED TO APPRAISE ADDITIONAL PARCELS.

2 PARCELS, 012-212-03 AND 012-302-10, ON EASTBOUND I-80 RAMP TO SOUTHBOUND I-580, 580, FROM I-80 TO MILL STREET, IN ORDER TO RECONSTRUCT AND WIDEN RAMPS FOR THE EXPRESS DESIGN-BUILD PROJECT, WASHOE COUNTY. NV B/L#: NVD20181096154

EMENT FOR RESPONSIVE PROPOSER ON SPAGHETTI BOWL EXPRESS DESIGN BUILD DE COUNTY. NV B/L#: NVF19831003238

IG SERVICES FOR SEPTIC TANK SYSTEMS AND VAULT TOILETS, HUMBOLDT, LANDER, AND / B/L#: NVD20131068662-Q PROPOSERS: MARSHALL'S SEPTIC CARE, LLC AND SWEET'S HOE SERVICES

RVICES AT THE TRINITY REST AREA ON I-80, 30 MILES EAST OF FERNLEY FOR THE IRCHILL COUNTY. NV B/L#: NVD20131068662-Q PROPOSALS: MARSHALL'S SEPTIC CARE, LLC

DRAIL EAST AND SOUTH OF THE FERNLEY ROUNDABOUT ON US 50A AT LY 15.44-16.00 AND OF THE TRAVELING PUBLIC, LYON COUNTY. NV B/L#: NVD20001224303-Q PROPOSERS: SIGN COMPANY INC. AND A&K EARTH MOVERS INC.

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total of Prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	
39	10919	00	NEVADA BROADCASTERS ASSOCIATION	STORMWATER OUTREACH PROGRAM	N	150,000.00	-	-	150,000.00	-	06/17/2019	09/30/2020	-	Service Provider	Stormwater	Cliff	06-17-19: DEVELOPMENT AN B/L#: NVD19941133658-R
40	33919	00	NV ENERGY 3003505910	LINE EXTENSION	N	2,675.00	-		2,675.00	-	07/03/2019	06/30/2024	-	Service Provider	Right-of-Way	Cliff	07-03-19: LINE EXTENSION A WINNEMUCCA INTERCHANC BOULEVARD, HUMBOLT CO
41	16719	00	OTIS ELEVATOR COMPANY	ELEVATOR MAINTENANCE	N	34,920.00	-		34,920.00	-	06/10/2019	05/31/2021	-	Service Provider	District II	Tracy/Mike	06-10-2019: ELEVATOR MAIN SPARKS TO PROVIDE UNINT REQUIRED DOCUMENTATIO PROPOSERS: OTIS ELEVATO
42	03518	00	Q&D CONSTRUCTION, LLC	REPAIR SPALLS AND DELAMINATION	N	245,800.00	-		245,800.00	-	06/15/2019	12/31/2020	-	Service Provider	District II	Tracy/Mike	06-15-19: REPAIR SPALLS AI JOINT FILLER, AND OVERLA SR-856, STRUCTURE I-854, (I COUNTY. NV B/L#: NVD1967
43	17619	00	SIERRA NEVADA CONSTRUCTION	REPAIR CONCRETE MEDIAN	N	93,007.00	-		93,007.00	-	05/31/2019	12/31/2019	-	Service Provider	District II	Tracy/Mike	05-31-19: REPAIR APPROXIN 80 AT MP WA 12.99 FOR THE PROPOSERS: SIERRA NEVA
44	17719	00	SIERRA NEVADA CONSTRUCTION	REPAIR CONCRETE MEDIAN	N	111,007.00	-	-	111,007.00	-	05/31/2019	12/31/2019	-	Service Provider	District II	Tracy/Mike	05-31-19: REPAIR APPROXIN 80 AT MP WA 17.00 FOR THE PROPOSERS: SIERRA NEVA
45	17819	00	SIERRA NEVADA CONSTRUCTION	REPAIR CONCRETE MEDIAN	N	117,007.00		-	117,007.00	-	05/31/2019	12/31/2019	-	Service Provider	District II	Tracy/Mike	05-31-19: REPAIR APPROXIN 80 AT MP WA 16.90 FOR THE PROPOSERS: SIERRA NEVA
46	11119	00	TITAN ELECTRICAL CONTRACTING	CHARGING STATION REPAIRS	N	34,900.00	-	-	34,900.00	-	06/21/2019	12/31/2023	-	Service Provider	Maintenance and Asset Management	Tracy	06-21-19: ON-CALL REPAIRS STATIONS, MINERAL AND NY CONTRACTING, INC.
47	13619	00	TITAN ELECTRICAL CONTRACTING	SIGNAL MODIFICATION	N	8,121.00	-	-	8,121.00	-	06/24/2019	06/30/2020	-	Service Provider	Traffic Operations	Tracy	06-24-19: SIGNAL MODIFICA B/L#: NVD20071408571-Q PR INC.
48	29919	00	TRAFFIC SAFETY CONSULTANTS	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) TRAINING	N	192,480.00	-	-	192,480.00	-	06/20/2019	06/30/2023	-	Service Provider	Training	Cole	06-20-19: TRAINING ON TRAF STREETS AND HIGHWAYS, (
49	18517	01	UNION PACIFIC RAILROAD	WORK ON CROSSING SURFACE	Y	172,440.00	84,000.00	-	256,440.00	86,223.00	07/06/2017	12/31/2019	06/17/2019	Service Provider	Safety	Sondra	AMD 1 06-17-19: EXTEND TEI FROM \$172,440.00 TO \$256,4 CROSSING SURFACE AT GR 07-06-17: PROJECT TO REMO WASHOE COUNTY. NV B/L#:
50	25817	01	UNION PACIFIC RAILROAD	REPLACE CROSSING SURFACE	Y	160,732.00	61,000.00		221,732.00	80,369.00	06/13/2017	12/31/2019	06/17/2019	Service Provider	Safety	Sondra	AMD 1 06-17-19: EXTEND TEL FROM \$160,732.00 TO \$221,7 CROSSING SURFACE AT GR 06-13-17: INSTALL CONCRET B/L#: NVF19691003146
51	25917	01	UNION PACIFIC RAILROAD	REPLACE CROSSING SURFACE	Y	229,818.00	42,000.00		271,818.00	114,910.00	06/13/2017	12/31/2019	06/17/2019	Service Provider	Safety	Sondra	AMD 1 06-17-19: EXTEND TE FROM \$229,818.00 TO \$271,6 CROSSING SURFACE AT GR 06-13-17: INSTALL CONCRET B/L#: NVF19691003146
52	32419	00	WEBSOFT DEVELOPERS, INC.	ASSET MANAGEMENT PLAN UPGRADES	N	150,000.00	-		• 150,000.00	-	07/09/2019	06/30/2020	-	· Service Provider	Traffic Operations	Tracy	07-09-19: UPGRADES TO THE
53	33619	00	WESTERN TITLE COMPANY	TITLE REPORTS	Y	2,550.00	-		2,550.00	-	07/02/2019	06/30/2024	-	Service Provider	Right-of-Way	Cliff	07-02-19: PROVIDE 17 PRELI THE PROPERTY BEFORE A \$
54	26419	00	WHITE PINE GLASS, INC.	MAINTENANCE/ REPAIR OVERHEAD DOORS	N	21,300.00	-		21,300.00	-	06/15/2019	05/31/2022	-	Service Provider	District III	Tracy/Boyd	06-15-19: REPAIRS, MAINTEN THE ELKO SUB-DISTRICT, EL GLASS, INC.

### AND IMPLEMENTATION OF A STORMWATER OUTREACH MEDIA CAMPAIGN, STATEWIDE. NV

N AGREEMENT FOR A MONUMENT STRUCTURE THAT REQUIRES LIGHTING AT THE ANGES AT WEST WINNEMUCCA BOULEVARD, MELARKEY STREET, AND EAST WINNEMUCCA COUNTY. NV B/L#: NVD19831015840

AINTENANCE AT THE NDOT ADMINISTRATION BUILDING, LOCATED AT 310 GALLETTI WAY, INTERRUPTED OPERATION AND SAFETY FOR ALL USERS AND PREPARATION OF ALL TION FOR ANNUAL OPERATING PERMITS, WASHOE COUNTY. NV B/L#: NVF19441000038-Q ATOR COMPANY, KONE, AND THYSSENKRUPP

S AND DELAMINATIONS, REMOVE AND REPLACE EXPANSION JOINTS WITH PREFORMED RLAY, BRIDGE DECK AND APPROACH SLABS WITH THIN, BONDED, MULTILAYER OVERLAY ON 4, (EAST LOVELOCK INTERCHANGE) EAST AND WEST (SR-856 MP PE 18.19), PERSHING 9671000639-Q PROPOSERS: Q&D CONSTRUCTION, LLC

XIMATELY 80 LINEAR FEET OF DAMAGED MEDIAN CONCRETE BARRIER RAIL (TYPE FA) ON IR THE SAFETY OF THE TRAVELING PUBLIC, WASHOE COUNTY. NV B/L#: NVD19881009372-Q WADA CONSTRUCTION, GRANITE CONSTRUCTION, AND Q&D CONSTRUCTION

XIMATELY 110 LINEAR FEET OF DAMAGED MEDIAN CONCRETE BARRIER RAIL (TYPE A) ON IR THE SAFETY OF THE TRAVELING PUBLIC, WASHOE COUNTY. NV B/L#: NVD19881009372-Q EVADA CONSTRUCTION, GRANITE CONSTRUCTION, AND Q&D CONSTRUCTION

KIMATELY 90 LINEAR FEET OF DAMAGED MEDIAN CONCRETE BARRIER RAIL (TYPE A) ON IR 'HE SAFETY OF THE TRAVELING PUBLIC, WASHOE COUNTY. NV B/L#: NVD19881009372-Q VADA CONSTRUCTION, GRANITE CONSTRUCTION, AND Q&D CONSTRUCTION

RS AND THE REPLACEMENT OF ALL NECESSARY EQUIPMENT AT MULTIPLE CHARGING NYE COUNTIES. NV B/L#: NVD2007140857-Q PROPOSERS: TITAN ELECTRICAL

CATION ON US 395 AT AIRPORT ROAD FOR PUBLIC TRAFFIC SAFETY, DOUGLAS COUNTY. NV PROPOSALS: TITAN ELECTRICAL CONTRACTING INC. AND PAR ELECTRIC CONTRACTORS

AFFIC CONTROL AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR S, CLARK, ELKO, AND WASHOE COUNTIES. NV B/L#: NVF20191358455

TERMINATION DATE FROM 12-31-18 TO 12-31-19 AND INCREASE AUTHORITY BY \$84,000.00 56,440.00 FOR REPAIR AND EXTENSION OF ASPHALT APPROACHES TO MATCH NEW GREG ST. CROSSING (DOT#762081F), WASHOE COUNTY.

EMOVE AND REPLACE CROSSING SURFACE AT GREG ST3 CROSSING (DOT#762081F), IL#: NVF19691003146

TERMINATION DATE FROM 12-31-18 TO 12-31-19 AND INCREASE AUTHORITY BY \$61,000.00 21,732.00 FOR REPAIR AND EXTENSION OF ASPHALT APPROACHES TO MATCH NEW GREG ST. CROSSING (DOT#740902W).

RETE SURFACE AT GREG ST. CROSSING IN SPARKS, DOT#740-902W, WASHOE COUNTY. NV

TERMINATION DATE FROM 12-31-18 TO 12-31-19 AND INCREASE AUTHORITY BY \$42,000.00 71,818.00 FOR THE REPAIR AND EXTENSION OF ASPHALT APPROACHES TO MATCH NEW GREG ST. CROSSING (DOT#740899R), WASHOE COUNTY.

RETE SURFACE AT GREG ST. CROSSING IN SPARKS, DOT#740-899R, WASHOE COUNTY. NV

THE EXISTING ASSET MANAGEMENT APPLICATION, STATEWIDE. NV B/L#: NVF20121454363-S

ELIMINARY TITLE REPORTS ON FARM DISTRICT ROAD FOR CONDITION OF THE TITLE AND OF A SALE OR LOAN TRANSACTION, LYON COUNTY. NV B/L#: NVD19841004139

TENANCE, AND REPLACEMENT OF OVERHEAD DOORS LOCATED IN VARIOUS LOCATIONS IN , ELKO AND EUREKA COUNTIES. NV B/L#: NVD20041702236-Q PROPOSALS: WHITE PINE

										NO COST AG	REEMENTS AN	D/OR AMEND	MENTS				
Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total of Prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	
55	06419	00	CITY OF NORTH LAS VEGAS	PEDESTRIAN UPGRADES	N	-			-	-	06/28/2019	06/28/2021	-	Соор	Planning	Sondra	06-28-19: NO COST MAINTEN PEDESTRIAN UPGRADES IN
56	49116	01	DOUGLAS COUNTY	ROLES AND RESPONSIBILITIES	N	-			-	-	09/22/2016	04/01/2021	07/12/2019	Соор	Traffic Operations	Tracy	AMD 1 07-12-19: <b>NO COST AI</b> AND THE DEPARTMENT ALC
																	09-22-16: ESTABLISH RESPO OPERATION OF FIBER OPTIC EXEMPT
57	17019	00	RTC WASHOE COUNTY	ROLES AND RESPONSIBILITIES	N	-			-	-	05/20/2019	12/31/2023	-	Соор	Project Management	Cole	05-20-19: NO COST AGREEM CONSTRUCTION ROLES AND IMPROVEMENTS FOR SPAG
58	27219	01	UNLV	NATIONAL SUMMER TRANSPORTATION INSTITUTION	Y	55,000.00			55,000.00	-	06/18/2019	10/31/2019	07/01/2019	Соор	Contract Compliance	Tracy	AMD 1 07-01-19: NO COST AI TERMS OF REIMBURSEMEN
59	30519	00	ELKO MINING GROUP, LLC	DESIGN/	N	1,000,000.00			-	1,000,000.00	06/07/2019	12/31/2020	-	Developer	Design	Cliff	06-18-19: DEVELOP, IMPLEM FHWA FUNDING, CLARK CO 06-07-19: NO COST AGREEM
				CONSTRUCTION OVERSIGHT													OVERSIGHT OF THE REALIG
60	28419	00	HEINZ RANCH LAND COMPANY, LLC	ROLES AND RESPONSIBILITIES	N	-			-	-	06/05/2019		-	Developer	Project Management	Cole	06-05-19: NO COST AGREEM RESPONSIBILITIES TO CONS PROPERTY'S PLANNED UNIT
61	26519	00	EUREKA COUNTY PUBLIC WORKS	ROLES AND RESPONSIBILITIES	N	-			-	-	05/21/2019	Open	-	Facility	Traffic Operations	Tracy	05-21-19: NO COST AGREEM OWNERSHIP, MAINTENANCE EQUIPMENT, EUREKA COUN
62	34419	00	LAS VEGAS VALLEY WATER DISTRICT	MANHOLE AND VALVE COVER	N	28,000.00				28,000.00	07/10/2019	07/31/2024	-	Facility	Right-of-Way	Cliff	07-10-19: <b>NO COST ADJUST</b> IMPROVEMENTS ON TROPIC B/L#: EXEMPT
63	24419	00	NV ENERGY	DESIGN APPROVAL	N	-			-	-	06/25/2019	06/30/2024	-	Facility	Right-of-Way	Cliff	06-25-19: NO COST DESIGN A ADA IMPROVEMENTS ON TR COUNTY. NV B/L#: NVD19831
64	34019	00	NV ENERGY 3002126098	RELOCATION DESIGN APPROVAL	N	-			-	-	07/10/2019	06/30/2024	-	Facility	Right-of-Way	Cliff	07-10-19: NO COST AGREEM INSTALLATION OF NDOT I15/
65	34119	00	NV ENERGY 3002975493	DESIGN APPROVAL	N	-			-	-	07/10/2019	06/30/2024	-	Facility	Right-of-Way	Cliff	07-10-19: NO COST DESIGN / PEDESTAL AT THE INTERSE NV B/L#: NVD19831015840
66	22719	00	NV ENERGY 3003422674	DESIGN APPROVAL	N	-			-	-	06/06/2019	05/31/2024	-	Facility	Right-of-Way	Cliff	06-06-19: NO COST DESIGN / DEPARTMENT RIGHT-OF-WA HUMBOLDT COUNTY. NV B/L
67	33119	00	NV ENERGY 3003505641	DESIGN APPROVAL	N	-			-	-	07/02/2019	06/30/2024	-	Facility	Right-of-Way	Cliff	07-02-19: <b>NO COST DESIGN</b> MARYLAND PARKWAY TO BO CROSSING, CLARK COUNTY
68	34519	00	VIRGIN VALLEY WATER DISTRICT	MANHOLE AND VALVE COVER	N	800.00				800.00	07/10/2019	07/31/2024	-	Facility	Right-of-Way	Cliff	07-10-19: NO COST ADJUSTI ON I-15, FROM 1.87 MILES SC CLARK COUNTY. NV B/L#: E)
69	08217	01	CLARK COUNTY SCHOOL DISTRICT	SAFE ROUTES TO SCHOOL	Y	743,562.00			782,696.00	39,134.00	03/27/2017	09/30/2020	07/15/2019	Interlocal	Planning	Sondra	AMD 1 07-15-19: <b>NO COST AI</b> IMPLEMENTATION DELAYS 1 03-27-17: FUNDS SAFE ROU <sup>-</sup>
70	31019	00	CODY ROBINSON	EMPLOYEE HOUSE	N	2,400.00			-	2,400.00	07/01/2019	06/30/2023		Lease	District III	Tracy/Boyd	PROGRAM IN CLARK COUNT 07-01-19: NO COST EMPLOY
				LEASE													RENEWAL REPLACES R225-
		00	FREDERICK GATES	EMPLOYEE HOUSE	N	2,900.00			-	2,900.00				Lease	District III	Tracy/Boyd	07-09-19: NO COST EMPLOY NV B/L#: EXEMPT
72	28019	00	JEFFREY SIEGAL	EMPLOYEE HOUSE LEASE	N	3,000.00			-	3,000.00	06/01/2019	05/31/2023	-	Lease	District III	Tracy/Boyd	06-01-19: NO COST EMPLOY COUNTY. NV B/L#: EXEMPT

TENANCE AGREEMENT BETWEEN NDOT AND THE CITY OF NORTH LAS VEGAS TO MAINTAIN INSTALLED AT SR 574 AND MARY DEE AVENUE, CLARK COUNTY. NV B/L#: EXEMPT

T AMENDMENT FOR ADDITIONAL INFRASTRUCTURE SHARING BETWEEN DOUGLAS COUNTY ALONG PINENUT ROAD IN DOUGLAS COUNTY.

SPONSIBILITIES CONCERNING THE INSTALLATION, OWNERSHIP, MAINTENANCE, AND PTICS AND COMMUNICATION EQUIPMENT, CARSON COUNTY, DOUGLAS COUNTY. NV B/L#:

EMENT TO ESTABLISH ESTIMATED COSTS AND FUNDING, DESIGN, REVIEW, AND AND REPSONSIBLILITIES RELATED TO THE COMPLETION OF PHASE 1 OF THE ULTIMATE AGHETTI BOWL EXPRESS, WASHOE COUNTY. NV B/L#: EXEMPT

AMENDMENT TO UPDATE THE UNIVERSITY'S AGREEMENT OFFICER NAME AND REVISE THE ENT FROM THE UNIVERSITY TO THE DEPARTMENT.

EMENT, AND EXECUTE THE 2019 NATIONAL SUMMER TRANSPORTATION INSTITUTE VIA COUNTY. NV B/L#: NVO20161295653.

EMENT FOR REIMBURSEMENT BY THE DEVELOPER FOR DESIGN AND CONSTRUCTION .IGNMENT OF 2.5 MILES OF US 95, ESMERALDA COUNTY. NV B/L#: NVD20131630003-S

EMENT TO SET FORTH CONSTRUCTION, MAINTENANCE, AND ADMINISTRATIVE DNSTRUCT ROADWAY IMPROVEMENTS DESCRIBED IN FIGURE 6 OF THE STONEGATE JNIT DEVELOPMENT HANDBOOK ("PUD"), WASHOE COUNTY. NV B/L# NVD20151653475

EMENT TO ESTABLISH ROLES AND RESPONSIBILITIES CONCERNING THE INSTALLATION, NCE, AND OPERATION OF FIBER OPTIC INFRASTRUCTURE AND COMMUNICATION DUNTY. NV B/L#: EXEMPT

STMENT OF MANHOLE AND VALVE COVERS FOR PHASE 2 OF MILL AND OVERLAY AND ADA PICANA AVENUE, FROM DEAN MARTIN DRIVE TO BOULDER HIGHWAY, CLARK COUNTY. NV

SN APPROVAL AGREEMENT FOR MILL AND OVERLAY WITH AREAS OF CONCENTRATION AND I TROPICANA AVENUE, FROM MARYLAND PARKWAY TO BOULDER HIGHWAY, CLARK 1831015840

EMENT FOR RELOCATION DESIGN APPROVAL OF NV ENERGY'S FACILITIES DUE TO THE 15/CC215 NORTHERN INTERCHANGE, CLARK COUNTY. NV B/L#: NVD19831015840

SN APPROVAL AGREEMENT TO APPROVE NV ENERGY'S DESIGN OF ONE 200A NEW SERVICE SECTION OF WARRIOR WAY AND US50 IN ZEPHYR COVE, DOUGLAS COUNTY.

SN APPROVAL AGREEMENT FOR A NEW PEDESTAL ON GIROUX STREET/ALLEY WITHIN WAY TO PROVIDE ELECTRICAL SERVICE FOR THE WELCOME MONUMENT STRUCTURE, B/L#: NVD19831015840.

**SN APPROVAL AGREEMENT** FOR MILL AND OVERLAY ON TROPICANA AVENUE, FROM O BOULDER HIGHWAY, FOR ADA IMPROVEMENTS AND SIGNAL LIGHTS FOR PEDESTRIAN NTY. NV B/L#: NVD19831015840

STMENT OF MANHOLE AND VALVE COVERS TO LOWER VALVE COVER FOR CONSTRUCTION S SOUTH OF THE WEST MESQUITE INTERCHANGE TO THE NEVADA/ARIZONA STATE-LINE, EXEMPT

T AMENDMENT TO EXTEND TERMINATION DATE FROM 09-30-19 TO 09-30-20 DUE TO (S TO THE SAFE ROUTES TO SCHOOL (SRTS) PROGRAM.

OUTES TO SCHOOLS (SRTS) COORDINATOR AND ASSISTANTS. CONTINUATION OF SRTS UNTY FOR THREE YEARS, CLARK COUNTY. NV B/L#: EXEMPT

OYEE LEASE RENEWAL OF HOUSE #221 AT THE CONTACT MAINTENANCE STATION. THIS 225-09-301 AND NO SECURITY DEPOSIT WAS COLLECTED, ELKO COUNTY. NV B/L#: EXEMPT

OYEE LEASE FOR HOUSE #5 AT QUINN RIVER MAINTENANCE STATION, HUMBOLDT COUNTY.

OYEE LEASE OF HOUSE #2 AT THE QUINN RIVER MAINTENANCE STATION, HUMBOLDT

										NO COST AG	REEMENTS AN	D/OR AMEND	MENTS				
Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total of Prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	
73	23419	00	NICHOLAS PERRONE TRUST	MULTI-USE LEASE	N	26,220.00			-	26,220.00	06/17/2019	06/30/2024	-	Lease	Right-of-Way	Cliff	06-17-19: NO COST AGREEM BLUE DIAMOND ROAD FOR F
74	26619	00	THOMAS DAHL	EMPLOYEE HOUSE LEASE	N	2,900.00			-	2,900.00	06/01/2019	05/31/2023	-	Lease	District III	Tracy/Boyd	06-01-19: NO COST EMPLOY SECURITY DEPOSIT WAS PR
75	21819	00	CITY OF LAS VEGAS	TRANSFER OF PROPERTY	N	-			-	-	06/03/2019	05/31/2021	-	Property Transfer	Right-of-Way	Cliff	06-03-19: <b>NO COST AGREEM</b> .520B, AND 014.521RT1 ON C HUALAPAI WAY, CLARK COL
76	21919	00	CITY OF LAS VEGAS	TRANSFER OF PROPERTY	N	-		-	-	-	06/03/2019	05/31/2021	-	Property Transfer	Right-of-Way	Cliff	06-03-19: NO COST AGREEN WEST OF HUALAPAI WAY, T COUNTY. NV B/L#: EXEMPT.
77	22019	00	CITY OF LAS VEGAS	TRANSFER OF PROPERTY	N	-			-	-	06/03/2019	05/31/2021	-	Property Transfer	Right-of-Way	Cliff	06-03-19: NO COST AGREEM BOULEVARD FROM WEST C
78	22119	00	CITY OF LAS VEGAS	TRANSFER OF PROPERTY	N	-			-	-	06/03/2019	05/31/2021	-	Property Transfer	Right-of-Way	Cliff	06-03-19: NO COST AGREEN RAINBOW BOULEVARD TO E
79	22219	00	CITY OF LAS VEGAS	TRANSFER OF PROPERTY	N	-		-	-	-	06/03/2019	05/31/2021	-	Property Transfer	Right-of-Way	Cliff	06-03-19: NO COST AGREEN EAST OF DECATUR BOULEV
80	22319	00	CITY OF LAS VEGAS	TRANSFER OF PROPERTY	N	-		-	-	-	06/03/2019	05/31/2021	-	Property Transfer	Right-of-Way	Cliff	06-03-19: NO COST AGREEM DRIVE WEST OF BOULDER H
81	22419	00	CITY OF LAS VEGAS	TRANSFER OF PROPERTY	N	-			-	-	06/03/2019	05/31/2021	-	Property Transfer	Right-of-Way	Cliff	06-03-19: NO COST DESIGN ADA IMPROVEMENTS ON TR NV B/L#: NVD19831015840
82	33319	00	BLADOW PROPERTIES, LLC	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	07/02/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	07-02-19: <b>NO COST AGREEM</b> US 95, FROM 500 FEET NOR B/L#: NVD20021072759
83	24019	00	CELESTIA BLAKEY	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-			-	-	06/21/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	06-21-19: NO COST AGREEN COMPLIANT SIDEWALK RAM
84	24219	00	CHURCHILL REAL ESTATE	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-			-	-	06/21/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	06-21-19: NO COST AGREEN SHECKLER ROAD TO KEDDIE AND DRIVEWAY TRANSITION
85	23119	00	CRYSTAL CHAVEZ	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-			-	-	06/17/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	06-17-19: NO COST AGREEN COMPLIANT SIDEWALK AND
86	23519	00	DOUGLAS J. AND SHAWN M. DROST	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-			-	-	06/18/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	06-18-19: NO COST AGREEN NORTH OF SHECKLER ROAD CHURCHILL COUNTY. NV B/L
87	24919	00	EARL DOEGE	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	07/02/2019	06/30/2024		Right-of-Way Access	Right-of-Way	Cliff	07-02-19: NO COST AGREEN THE PRESENT US 95, FROM CHURCHILL COUNTY. NV B/L
88	33519	00	EDNA VAN DYKE	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-			-	-	07/02/2019	06/30/2024		Right-of-Way Access	Right-of-Way	Cliff	07-02-19: NO COST AGREEM THE PRESENT US 95, FROM CHURCHILL COUNTY. NV B/L
89	23719	00	ELLIS GARNER	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-			-	-	06/18/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	06-18-19: NO COST AGREEN NORTH OF SHECKLER ROAD APPROACH, CHURCHILL CO
90	23819	00	FOUR BERNEYS, LLC	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-			-	-	06/21/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	06-21-19: NO COST AGREEN SHECKLER ROAD TO KEDDII GUTTERS WITH ADA SIDEW/
91	23319	00	HENNING BLUE SKY INVESTMENTS	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-	· · · ·		-	-	06/17/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	06-17-19: NO COST AGREEN ADA COMPLIANT SIDEWALK NVD20001084721.
92	23219	00	HRP FAMILY SERIES, LLC	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-			-	-	06/17/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	06-17-19: NO COST AGREEN CONSTRUCT ADA COMPLIAN

EMENT FOR MULTI-USE LEASE AT PARCEL S-160-CL-003.361 ON JONES BOULEVARD AT R REQUIRED LANDSCAPING, CLARK COUNTY. NV B/L#: EXEMPT

OYEE LEASE RENEWAL FOR HOUSE #312 AT THE RUBY VALLEY MAINTENANCE STATION. 5 PREVIOUSLY COLLECTED ON R517-14-301, ELKO COUNTY. NV B/L#: EXEMPT

EMENT TO RELINQUISHMENT AND TRANSFER PORTIONS OF PARCELS S-159-CL-014.520A, N CHARLESTON BOULEVARD, WEST FROM THE CC-215 INTERCHANGE TO NORTH OF W. COUNTY. NV B/L#: EXEMPT.

EMENT TO RELINQUISHMENT AND TRANSFER OF PARCELS ON CHARLESTON BOULEVARD, /, TO WESTERLY RIGHT-OF-WAY LINE OF MARTIN LUTHER KING BOULEVARD, CLARK IT.

EMENT TO RELINQUISHMENT AND TRANSFER OF PARCELS ON CHARLESTON COMMERCE STREET TO 25TH STREET, CLARK COUNTY. NV B/L#: EXEMPT.

EEMENT TO RELINQUISHMENT AND TRANSFER OF PARCELS ON SAHARA AVENUE, FROM TO EAST OF DECATUR BOULEVARD, CLARK COUNTY. NV B/L#: EXEMPT

EEMENT TO RELINQUISHMENT AND TRANSFER OF PARCELS ON SAHARA AVENUE, FROM EVARD TO RANCHO DRIVE, CLARK COUNTY. NV B/L#: EXEMPT

EMENT TO RELINQUISHMENT AND TRANSFER OF PARCELS ON SAHARA AVENUE, FROM TAM ER HIGHWAY/FREMONT STREET, CLARK COUNTY. NV B/L#: EXEMPT

GN APPROVAL AGREEMENT FOR MILL AND OVERLAY WITH AREAS OF CONCENTRATION AND TROPICANA AVENUE FROM MARYLAND PARKWAY TO BOULDER HIGHWAY, CLARK COUNTY.

EMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY TO RECONSTRUCT A SEGMENT OF ORTH OF SHECKLER ROAD TO KEDDIE STREET, ON APN 001-531-08, CHURCHILL COUNTY. NV

EEMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY FOR APN 001-051-19 FOR ADA AMPS AND DRIVEWAY APPROACH, CHURCHILL COUNTY. NV B/L#: EXEMPT.

E**EMENT** FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY ON US 95, 500 FEET NORTH OF DDIE STREET, APN 001-034-09, FOR ADA COMPLIANT SIDEWALK RAMPS, CURBS, GUTTERS, IONS, CHURCHILL COUNTY. NV B/L#: NVD20051485063.

EEMENT FOR CONSTRUCTION OUTSIDE OF RIGHT OF WAY ON US 95 TO CONSTRUCT ADA AND DRIVEWAY APPROACH, CHURCHILL COUNTY. NV B/L#: EXEMPT

EEMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY FOR APN 001-404-06, 500 FEET DAD TO KEDDIE STREET, FOR ADA COMPLIANT SIDEWALK RAMPS AND DRIVEWAY, B/L#: EXEMPT

EEMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY TO RECONSTRUCT A SEGMENT OF OM 500 FEET NORTH OF SHECKLER ROAD TO KEDDIE STREET, ON APN 001-515-01, / B/L#: EXEMPT

EMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY TO RECONSTRUCT A SEGMENT OF OM 500 FEET NORTH OF SHECKLER ROAD TO KEDDIE STREET, ON APN 001-011-18, B/L#: EXEMPT

EEMENT FOR CONSTRUCTION OUTSIDE OF RIGHT OF WAY FOR APN 001-321-02, 500 FEET DAD TO KEDDIE STREET FOR ADA COMPLIANT SIDEWALK RAMPS AND DRIVEWAY COUNTY. NV B/L#: EXEMPT

EMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY ON US 95, 500 FEET NORTH OF DDIE STREET, APN 001-511-08, FOR RECONSTRUCTION OF THE HIGHWAY AND CURB AND WALK RAMPS, CHURCHILL COUNTY. NV B/L#: NVD20081447890.

EEMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY ON US 95 FOR CONSTRUCTION OF ALK RAMPS AND DRIVEWAY APPROACH TRANSITIONS, CHURCHILL COUNTY. NV B/L#:

EEMENT FOR CONSTRUCTION OUTSIDE OF RIGHT OF WAY ON FAIRVIEW DRIVE TO LANT SIDEWALK AND DRIVEWAY APPROACH, CARSON CITY. NV B/L#: NVD20111089768

										NO COST AG	REEMENTS AN	D/OR AMEND	MENTS				
Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total of Prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	
93	34819	00	JIM BRADLEY	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-			-	-	07/10/2019	07/31/2024	-	Right-of-Way Access	Right-of-Way	Cliff	07-10-19: <b>NO COST AGREEN</b> THE PRESENT US 95 FROM CHURCHILL COUNTY. NV B/I
94	34619	00	KEVIN & CAROLE HONKOMP	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	07/10/2019	07/31/2024	-	Right-of-Way Access	Right-of-Way	Cliff	07-10-19: NO COST AGREEN SEGMENT OF FAIRVIEW DR NV B/L#: EXEMPT
95	34919	00	NELLIS CROSSING, LP	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	07/11/2019	07/31/2024	-	Right-of-Way Access	Right-of-Way	Cliff	07-11-19: <b>NO COST AGREEN</b> NELLIS BOULEVARD, FROM NVD20051492862
96	33719	00	NEVADA OPPORTUNITY FUND, LLC	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-			-	-	07/05/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	07-05-19: NO COST AGREEN NELLIS BOULEVARD FROM EXEMPT
97	24119	00	NORTHERN NV COMSTOCK INVESTMENT	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	06/21/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	06-21-19: NO COST AGREEN CONSTRUCT ADA COMPLIAN COUNTY. NV B/L#: NVD2003
98	35019	00	PARKWAY PROJECT, LLC	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	07/11/2019	07/31/2024	4 -	Right-of-Way Access	Right-of-Way	Cliff	07-11-19: <b>NO COST AGREEM</b> NELLIS BOULEVARD, FROM NVD19991018584
99	23919	00	PEGGIE SHARP	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	06/21/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	06-21-19: NO COST AGREEN RECONSTRUCTION OF THE EXEMPT.
100	33019	00	SHEILA PONTUIS	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	07/01/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	07-01-19: NO COST AGREEM GUTTERS, WITH ADA COMPI OF WAY FOR APN 001-535-0 COUNTY. NV B/L#: EXEMPT
101	24819	00	SONU, LLC	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	07/01/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	07-01-19: NO COST AGREEN GUTTERS, WITH ADA COMPI OF-WAY FOR APN 001-461-0 COUNTY. NV B/L#: NVD2015
102	24319	00	ST JOHN EVANGELICAL LUTHERAN CHURCH	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	06/21/2019	06/30/2024	4 -	Right-of-Way Access	Right-of-Way	Cliff	06-21-19: <b>NO COST AGREEN</b> ADA COMPLIANT SIDEWALK NVD19861001745.
103	34719	00	STOCKS, SHERRY LEE TRUSTEE	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	07/10/2019	07/31/2024	-	Right-of-Way Access	Right-of-Way	Cliff	07-10-19: <b>NO COST AGREEM</b> US 95 FROM 500 FEET NORT B/L#: EXEMPT
104	23619	00	THE BOILER GUY, NEVADA, LLC	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	06/18/2019	06/30/2024	4 -	Right-of-Way Access	Right-of-Way	Cliff	06-18-19: <b>NO COST AGREEN</b> DRIVE FROM SOUTH CARSC DRIVEWAY APPROACH, CAP
105	24619	00	WM. H. NOAH & SON, INC.	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-		-	-	-	06/25/2019	06/30/2024	-	Right-of-Way Access	Right-of-Way	Cliff	06-25-19: NO COST AGREEN RECONSTRUCT CURB, GUTI PRESENT HIGHWAY 50 FRO
106	42815	03	AECOM TECHNICAL SERVICES, INC.	ENGINEERING SERVICES	N	3,979,349.78		255,360.26	4,234,710.04		04/05/2016	12/31/2019	05/31/2019	Service Provider	Construction	Cliff	AMD 3 05-31-19: NO COST AI CLAIM SUPPORT SERVICES. AMD 2 12-17-18: UPDATE SEI \$255,360.26 FROM \$3,979,34: AMD 1 04-25-18: EXTENSION 04-05-16: CONSTRUCTION EN EAST CAREY AVENUE TO 0.2
107	00718	01	CA GROUP	I-80 CORRIDOR STUDY	Y	736,200.00		-	736,200.00	-	04/10/2018	12/31/2019	06/11/2019	Service Provider	Project Management	Cole	AMD 1 06-11-19: <b>NO COST AI</b> PROJECT. 4-10-18: I-80 CORRIDOR STL FUTURE CAPACITY NEEDS E B/L#: NVD20081407877 RFP
108	24418	02	CDM SMITH	PIONEER PROGRAM UPDATE	N	709,804.00			1,509,804.00	-	08/13/2018	12/31/2020	05/30/2019	Service Provider	Project Management	Cliff	AMD 2 05-30-19: NO COST A AMD 2 05-30-19: NO COST A DATE FROM 12-31-19 TO 12-3 08-14-18: PIONEER PROGRA PROJECT AND PROGRAM DI DIVISION'S POLICIES AND PR

EMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY TO RECONSTRUCT A SEGMENT OF DM 500 FEET NORTH OF SHECKLER ROAD TO KEDDIE STREET, ON APN 001-525-01, B/L#: EXEMPT

EMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY TO RECONSTRUCT A DRIVE FROM SOUTH CARSON STREET TO ROOP STREET, ON APN 009-082-05, CARSON CITY.

EMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY TO RECONSTRUCT A SEGMENT OF DM TROPICANA AVENUE TO CRAIG ROAD, ON APN 161-04-111-003, CLARK COUNTY. NV B/L#:

EMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY TO RECONSTRUCT A SEGMENT OF M TROPICANA AVENUE TO CRAIG ROAD, ON APN 161-20-502-014, CLARK COUNTY. NV B/L#:

EEMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY ON US 95, APN 001-51-16 TO LIANT SIDEWALK RAMPS, CURBS, GUTTERS, AND DRIVEWAY TRANSITIONS, CHURCHILL 1031139117.

EMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY TO RECONSTRUCT A SEGMENT OF DM TROPICANA AVENUE TO CRAIG ROAD, ON APN 140-20-701-014, CLARK COUNTY. NV B/L#:

EEMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY ON US 95 APN 001-521-11 FOR HE HIGHWAY CURB, GUTTERS, WITH ADA SIDEWALK RAMPS, CHURCHILL COUNTY. NV B/L#:

EMENT TO CONSTRUCTION AND RECONSTRUCTION OF THE HIGHWAY, CURBS, AND MPLIANT SIDEWALK RAMPS AND DRIVEWAY APPROACH TRANSISTIONS OUTSIDE OF RIGHT 5-09, US 95 FROM 500FT NORTH OF SHECKLER ROAD TO KEEDIE STREET, CHURCHILL PT

EEMENT FOR CONSTRUCTION AND RECONSTRUCTION OF THE HIGHWAY, CURBS, AND MPLIANT SIDEWALK RAMPS AND DRIVEWAY APPROACH TRANSITIONS OUTSIDE OF RIGHT-1-05 US 95 FROM 500 FT NORTH OF SHECKLER ROAD TO KEDDIE STREET, CHURCHILL 151442479

EMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY ON US 95, APN 001-451-28 FOR LK RAMPS, CURBS, GUTTERS, AND DRIVEWAY TRANSITIONS, CHURCHILL COUNTY. NV B/L#:

EMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY TO RECONSTRUCT A SEGMENT OF RTH OF SHECKLER ROAD TO KEDDIE STREET, ON APN 001-394-04, CHURCHILL COUNTY. NV

EEMENT FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY FOR APN 009-082-03 FAIRVIEW RSON STREET TO SOUTH ROOP STREET FOR ADA COMPLIANT SIDEWALK RAMPS AND CARSON CITY COUNTY. NV B/L#: NVD20031061445

E**EMENT** FOR CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY TO CONSTRUCT AND UTTERS, SIDEWALKS, AND DRIVEWAYS ON APN 002-069-02 ON A SEGMENT OF THE ROM RUTH/KIMBERLY ROAD TO US 6, WHITE PINE COUNTY. NV B/L#: NVD19751004801

AMENDMENT TO EXTEND EXPIRATION DATE FROM 06-30-19 TO 12-31-19 TO COMPLETE

SERVICE PROVIDER NAME DUE TO NAME CHANGE AND INCREASE AUTHORITY BY ,349.78 TO \$4,234,710.04 DUE TO THE NEED FOR CLAIM SUPPORT SERVICES.

ON OF TERMINATION DATE FROM 06-30-18 TO 06-30-19 TO RETAIN KEY PERSONNEL.

N ENGINEERING SERVICES FOR ADMINISTRATION OF SR 604, LAS VEGAS BOULEVARD, FROM 0 0.24 MILES NORTH OF CRAIG ROAD. CLARK COUNTY. NV B/L#: NVD19701000792-R.

TAMENDMENT TO EXTEND TERMINATION DATE FROM 06-30-19 TO 12-31-19 TO COMPLETE

STUDY THROUGH RENO/SPARKS TO SR 439, FOR THE PLANNING AND PREPARATION OF DS BETWEEN THE RENO/SPARKS METROPOLITAN AREA AND SR 439, WASHOE COUNTY. NV FP (ATKINS)

AMENDMENT TO REVISE AGREEMENT LANGUAGE REGARDING HOURLY RATE UPDATES.

E AUTHORITY BY \$800,000.00 FROM \$709,804.00 TO \$1,509,804.00 AND EXTEND TERMINATION 12-31-20 TO ALLOW FOR THE SERVICES INCLUDED IN THIS AMENDMENT TO BE PERFORMED.

RAM MANUAL UPDATE AND PROFESSIONAL SERVICES FOR ALTERNATIVE/INNOVATIVE // DELIVERY TO UPDATE THE PIONEER PROGRAM GUIDELINES AND PROJECT MANAGEMENT ) PROCEDURES, CARSON CITY. NV B/L#: NVF19771008410-R

										NO COST AG	REEMENTS AN	ID/OR AMEND	MENTS			
Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total of Prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date Agree Type	Division	Dir. Office	
109	15519	01	CONLEY ENTERPRISES, INC. DBA	STORM WATER DRAINAGE IMPROVEMENTS	N	27,162.00	-	-	27,162.00	-	05/13/2019	08/31/2019	05/23/2019 Service Provider	District III	Tracy/Boyd	AMD 1 05-23-19: <b>NO COST A</b> SCHEDULING CONFLICTS. 05-13-19: STORM WATER DF
110	25719	1	JOHNSON CONTROLS FIRE	FIRE ALARM	N	21,941.00			21,941.00		05/16/2019	09/30/2019	6/27/2019 Service	Buildings and	Pehort	ELKO COUNTY. NV B/L#: NV
110	25719	1	JOHNSON CONTROLS FIRE	REPLACEMENTS	N	21,941.00	-	_	21,941.00	-	05/16/2019	09/30/2018	Provider	Grounds	Robert	AMD 1 06-27-19: NO COST A THE COMPLETION OF THE P
																05-16-19: THE REPLACEMEN CITY COUNTY. NV B/L#: NVF
111	11618	01	KIMLEY-HORN AND ASSOCIATES	ROAD SAFETY ASSESSMENT AND TRAFFIC SAFETY ENGINEERING STUDIES	Y	450,000.00		•	450,000.00	-	5/21/2018	9/30/2021	6/21/2019 Service Provider	Safety	Sondra	AMD 1 06-21-19: <b>NO COST AU</b> 05-21-18: PROVIDE ROAD SA DEPARTMENT REQUIRES TH OR EXISTING ROADWAYS. A MEMBERS, PREPARING REL STAKEHOLDERS APPRAISEI COST ESTIMATE AND COST PROPOSERS: CA GROUP, EU
112	23817	01	KIMLEY-HORN AND ASSOCIATES	TRANSIT PLAN	Y	277,639.00		-	277,639.00	-	2/22/2018	12/31/2019	- Service Provider	Planning	Sondra	AMD 1 06-26-19: <b>NO COST AI</b> THE FINAL TRANSIT PLAN. 02-22-18: PREPARATION OF MOBILITY OVER THE NEXT T GROWTH IN A FIVE-COUNTY PROVIDE TECHNICAL JUSTIF STATEWIDE. NV B/L#: NVF19911015458 - F
113	66816	02	KIMLEY-HORN AND ASSOCIATES	STRATEGIC HIGHWAY SAFETY PLAN	Y	850,000.00	-	60,000.00	910,000.00	-	8/2/2017	9/30/2021	6/24/2019 Service Provider	Safety	Sondra	AMD 2 06-24-19: NO COST AI IMPLEMENTATION OF THE S AMD 1 07-25-18: INCREASE EXECUTION OF THE TRAFFIC 08-02-17: COORDINATION OI PROCESS WORKING WITH T FOR IMPLEMENTATION. ADD BEHAVIORAL CONSIDERATIC HSP THROUGH DPS, STATES
114	19717	01	LAGE DESIGN, INC.	ON-CALL LANDSCAPE AND DESIGN	N	341,550.00		-	341,550.00	-	5/9/2017	9/30/2019	6/28/2019 Service Provider	Design	Cliff	AMD 1 06-28-19: <b>NO COST AI</b> CONTINUATION OF SERVICE 05-09-17: ON-CALL LANDSCA
115	57718		LAS VEGAS PAVING CORPORATION	REPLACE BRIDGE DECK OVERLAY	N	247,138.00		-	247,138.00	-	11/15/2018	09/30/2019	06/26/2019 Service Provider	District I	Tracy/Mary	AMD 1 06-26-19: <b>NO COST AI</b> ADDITIONAL TIME NEEDED T 11-15-18: REMOVE AND REP ON I-15 NORTHBOUND, MP 1
116	11718	01	PARSONS TRANSPORTATION GROUP	ROAD SAFETY ASSESSMENT AND TRAFFIC SAFETY ENGINEERING STUDIES	Y	450,000.00			450,000.00	-	5/21/2018	9/30/2021	43637 Service Provider	Safety	Sondra	AMD 1 06-21-19: NO COST AI 05-21-18: PROVIDE ROAD SA DEPARTMENT REQUIRES TH OR EXISTING ROADWAYS. A MEMBERS, PREPARING REL STAKEHOLDERS APPRAISEI COST ESTIMATE AND COST
117	10219	01	REMINGTON CONSTRUCTION CO. LLC	IMPROVE STORM WATER DRAINAGE	N	119,919.00			119,919.00	-	04/09/2019	08/31/2019	05/21/2019 Service Provider	District III	Tracy/Boyd	05-21-19: NO COST AMENDM PROCURING THE STORM W/ 04-09-19: INSTALLATION OF 3 DISTRICT III FOR PUBLIC SAF
118	00815	02	TRANSCORE ITS, LLC	MAINTENANCE/ REPAIR OF ITS DEVICES	N	1,000,000.00		-	1,800,000.00	-	08/10/2015	12/31/2019	06/24/2019 Service Provider	Traffic Operations	Tracy	AMD 2 06-24-19: <b>NO COST AI</b> NEED FOR CONTINUATION C AMD 1 12-14-17: INCREASE / TERMINATION DATE FROM 1 08-10-15: MAINTENANCE ANI NV B/L#: NVF20051693548-R
119	56418	01	WOW CLEANING CORPORATION	JANITORIAL SERVICES	N	64,240.00		· · ·	64,240.00	-	11/11/2018	03/31/2022	07/03/2019 Service Provider	District II	Tracy/Mike	AMD 1 07-03-19: <b>NO COST AI</b> THEIR COMPANY TO WOW ( 11-11-18: JANITORIAL SERVI NEVADA AND THE WILSON (

AMENDMENT TO EXTEND TERMINATION DATE FROM 05-31-19 TO 08-31-19 DUE TO

DRAINAGE IMPROVEMENTS IN THE CONTACT MAINTENANCE YARD FOR PUBLIC SAFETY, JVD20061548971

AMENDMENT TO EXTEND TERMINATION DATE FROM 06-30-19 TO 09-30-19 TO ALLOW FOR PROJECT.

IENT OF TWO FIRE ALARM PANELS LOCATED AT 1211 AND 1213 OREGON STREET, CARSON VF20011155948-S

TAMENDMENT TO EXTEND TERMINATION DATE FROM 09-30-19 TO 09-30-21.

SAFETY ASSESSMENTS (RSA) ON AN AS-NEEDED BASIS FOR PROJECTS STATEWIDE. THE 5 THE ASSESSMENTS TO BE PERFORMED AS A FORMAL SAFETY EVALUATION OF PLANNED 5. ASSOCIATED ACTIVITIES INCLUDE SELECTING THE RSA TEAM LEADER AND TEAM RELEVANT DATA AND DOCUMENTS, CONDUCTING FIELD REVIEWS, KEEPING SED OF PROGRESS, AND PREPARING DRAFT AND FINAL ASSESSMENT REPORTS WITH ST EFFECTIVENESS ANALYSIS, STATEWIDE. NV B/L# NVF19911015458 & NVF19781009263-R 9, ERA ENG., AND WOOD RODGERS

AMENDMENT TO EXTEND TERMINATION DATE FROM 06-30-19 TO 12-31-19 TO COMPLETE

OF A REPORT THAT WILL ASSESS REGIONAL TRANSIT CONNECTIVITY AND ENHANCE (T TEN (10) YEARS TO ADDRESS HOW THE DEPARTMENT SHOULD RESPOND TO PROJECTED TY REGION IN NORTHWESTERN NEVADA, COORDINATE EXISTING TRANSIT SERVICES, AND STIFICATION FOR FINANCIAL DETERMINATIONS WITH RESPECT TO TRANSIT PROJECTS,

- R PROPOSERS: ATKINS, STANTEC AND WOOD RODGERS

AMENDMENT TO EXTEND TERMINATION DATE FROM 09-30-19 TO 09-30-21 TO CONTINUE THE SAFETY PLAN.

SE AUTHORITY BY \$60,000.00 FROM \$850,000.00 TO \$910,000.00 TO COMPLETE THE FFIC SAFETY SUMMIT.

N OF THE STRATEGIC HIGHWAY SAFETY PLAN (SHSP) SAFETY PARTNERS' INVOLVEMENT TH THE CRITICAL EMPHASIS AREA (CEA) TASK TEAMS, SAFETY DATA, THE NECTS AND TWG ADDITIONALLY, THE SHSP COORDINATES WITH HIGHWAY SAFETY PLAN (HSP) TO ADDRESS ATIONS AND DATA ANALYSIS, DOCUMENT DEVELOPMENT, AND COORDINATION WITH THE TTEWIDE. NV B/L#: NVF19911015458-R

FAMENDMENT TO EXTEND TERMINATION DATE FROM 06-30-19 TO 09-30-19 FOR ICES.

SCAPE AND AESTHETIC DESIGN SERVICES, STATEWIDE. NV B/L# NVD20061659534-R

T AMENDMENT TO EXTEND TERMINATION DATE FROM 06-30-19 TO 09-30-19 DUE TO ED TO REPAIR BRIDGE DECK.

REPLACE TWO AND ONE HALF INCH COLDMILL AND OVERLAY ON THE I-71 1N BRIDGE DECK IP 12.62 AT JEAN, NEVADA, CLARK COUNTY. NV B/L#: NVD19581000650-Q

TAMENDMENT TO EXTEND TERMINATION DATE FROM 09-30-19 TO 09-30-21.

SAFETY ASSESSMENTS (RSA) ON AN AS-NEEDED BASIS FOR PROJECTS STATEWIDE. THE THE ASSESSMENTS TO BE PERFORMED AS A FORMAL SAFETY EVALUATION OF PLANNED S. ASSOCIATED ACTIVITIES INCLUDE SELECTING THE RSA TEAM LEADER AND TEAM RELEVANT DATA AND DOCUMENTS, CONDUCTING FIELD REVIEWS, KEEPING SED OF PROGRESS, AND PREPARING DRAFT AND FINAL ASSESSMENT REPORTS WITH ST EFFECTIVENESS ANALYSIS, STATEWIDE. NV B/L# NVF19911015458 & NVF19781009263-R

IDMENT TO EXTEND TERMINATION DATE FROM 05-31-19 TO 08-31-19 DUE TO DELAYS IN WATER SEPARATOR.

OF STORM WATER DRAINAGE IMPROVEMENTS IN THE CONTRACT MAINTENANCE YARD IN SAFETY, ELKO COUNTY. NV B/L#: NVD20071516052-Q

AMENDMENT TO EXTEND TERMINATION DATE FROM 06-30-19 TO 12-31-19 DUE TO THE N OF SERVICES.

SE AUTHORITY BY \$800,000.00 FROM \$1,000,000.00 TO \$1,800,000.00 AND EXTEND M 12-31-17 TO 06-30-19 DUE TO THE NEED FOR CONTINUATION OF SERVICES.

AND REPAIR OF ITS DEVICES, CLARK, ESMERALDA, LINCOLN, MINERAL, AND NYE COUNTIES. I-R

AMENDMENT TO UPDATE SECOND PARTY NAME DUE TO F.A.A.D. JANITORIAL INC. SELLING V CLEANING CORPORATION ON MAY 31, 2019.

RVICES AT THE WILSON CANYON REST AREA, SR 208, 10 MILES EAST OF WELLINGTON, IN CANYON MONUMENT, LYON COUNTY. NV B/L#: NVD20141289535-Q

# STATE OF NEVADA DEPARTMENT OF TRANSPORTATION



STEVE SISOLAK Governor KRISTINA L. SWALLOW, P.E., *Director* In Reply Refer to:

# MEMORANDUM

August 7, 2019

TO:	Department of Transportation Board of Directors
FROM:	Kristina Swallow, P.E., Director
SUBJECT:	August 19, 2019 Transportation Board of Directors Meeting
ITEM #7:	Approval of Director of the Nevada Department of Transportation's Delegated
	Authority—For possible action.

The purpose of this memorandum is to request revision of the Director of the Nevada Department of Transportation's (NDOT) delegated authority with regard to contract approval. According to Report No. C18-02 dated June 14, 2018, Department of Transportation Administrative Contracts, *Renew Director Approval Limit for New Governor*:

"The NDOT Board should renew the director's contract approval limit when there is a new Governor<sup>2</sup>. This will ensure the director's contract approval limit is consistent with the Governor's vision of state administration. Pursuant to NRS 408.131, the NDOT Board can delegate contract approval to the director."

Currently, the Director has delegated authority to approve agreements up to \$300,000 and contracts up to \$5,000,000.

# Recommendation for Board Action:

The Board is asked to discuss and approve the Director of the Nevada Department of Transportation's Delegated Authority limits.

<sup>&</sup>lt;sup>2</sup>Per NRS 408.106, the Governor serves as the Chair of the NDOT Board.

# STATE OF NEVADA DEPARTMENT OF TRANSPORTATION



STEVE SISOLAK Governor KRISTINA L. SWALLOW, P.E., *Director* In Reply Refer to:

# MEMORANDUM

August 7, 2019

To:	Department of Transportation Board of Directors
From:	Kristina L. Swallow, P.E., Director
Subject:	August 19, 2019 Transportation Board of Directors Meeting
Item #8:	Approval of the FY 2020 NDOT Annual Work Program—For possible action.
5	

# Summary:

This agenda item requests the State Transportation Board of Director's approval of the FY 2020 NDOT Annual Work Program (AWP).

The NDOT staff coordinates with the Metropolitan Planning Organizations (MPOs), counties, and federal agencies throughout the year to develop planning documents, including the NDOT's Work Program (WP), which is a program of projects for the next year (2020) to comply with NRS 408.203 as well as planned projects for subsequent years.

# Background:

The NDOT develops and maintains lists of planned and proposed projects to meet federal and state regulations. The WP—consisting of the AWP (Year 1), the Short Range Element (Years 2-4), and the Long Range Element (Years 5+)—includes all projects that the NDOT has a role in, including federal and state funded projects, whether the NDOT is the lead agency or not. The WP lists the projects the NDOT intends to work on during the current fiscal year, or AWP, plus proposed projects for short term (Short Range Element 2021-2023) and proposed projects outside of that period (2024+).

This document satisfies Nevada Revised Statute (NRS) NRS 408.280 and NRS 408.203 requiring the Director of the NDOT to submit a four- and ten-year list of transportation projects to the State Legislative Council Bureau every "even" year and a one-year work program to be presented to the Governor each year. The WP lists the projects the NDOT plans to complete utilizing state resources, in addition to the federal funds as outlined in the four-year Statewide Transportation Improvement Program (STIP), which is a federally required four-year, fiscally-constrained program of projects that includes all federally funded or regionally significant projects

In addition to the NDOT WP, the Department also maintains the STIP. The STIP is comprised of four Regional Transportation Improvement Programs (RTIP/TIP) managed by MPOs within the state. Nevada's MPOs are the: 1.) Regional Transportation Commission of Southern Nevada (RTC SNV – Las Vegas metropolitan area/ Clark County), 2.) Regional Transportation Commission of Washoe County (RTC WA – Reno/Sparks Metropolitan area/Washoe County), 3.) Carson Area MPO (CAMPO), and 4.) Tahoe Regional Planning Agency (TRPA).

Department of Transportation Board of Directors August 7, 2019 Page 2

Subject:August 19, 2019 Transportation Board of Directors MeetingItem #8:Approval of the FY 2020 NDOT Annual Work Program—For possible action.

Each MPO must maintain an RTIP that includes all federally funded or regionally significant transportation projects in their planning area, regardless of the lead agency. The NDOT is required to include, without change, all projects listed in the RTIPs following review by the NDOT staff and approval by the NDOT Director. All other projects outside of the MPOs are included in the non-MPO portion of the STIP, thus capturing all federally funded and regionally significant projects over the four-year period. The STIP is approved by the Governor's designee, the Director of the Department of Transportation, and, then, submitted to the FHWA and FTA for approval followed by the EPA for consultation.

This year, the NDOT is requesting approval of the FY 2020 NDOT Annual Work Program. In 2020 (even year), the Transportation Board of Directors will be requested to approve the entire WP (four- and ten-year programs) prior to those project lists being submitted to the Legislature.

The STIP will be updated upon approval of the FY 2020 NDOT Annual Work Program and the RTIP updates by the MPOs.

# **Recommendation for Board Action:**

Approval of FY 2020 NDOT Annual Work Program.

# List of Attachments:

In lieu of a paper attachment, the draft FY 2020 NDOT Annual Work Program may be reviewed by visiting the following link: <u>https://estip.nevadadot.com/default?view\_type=DRAF\_AWP</u>.

# Prepared by:

Jillian Emery, STIP Manager, Program Development, Planning Division



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

# **MEMORANDUM**

July 11, 2019

TO: Department of Transportation Board of Directors

FROM: Kristina L. Swallow, Director

SUBJECT: August 19, 2019 Transportation Board of Directors Meeting

Item <u>#9</u>: Action Item: Disposal of a portion of NDOT right-of-way, a portion of Tuscarora Road in Carlin, County of Elko, State of Nevada

SUR 18-11 – For possible action

# Summary:

Approval is requested from the Department of Transportation Board of Directors to dispose of the above-referenced right-of-way by Resolution of Abandonment. The easement interest to be abandoned includes a portion of Tuscarora Road in Carlin, County of Elko, State of Nevada.

The surplus action includes Parcel 1 XS1, said parcel is vacant land consisting of approximately 8.61 acres of single lane, graded dirt road, as depicted on the attached sketch maps labeled Exhibits "A" through ""H".

# Background:

On January 19, 1921, the Department acquired an easement interest from James C. Dunphy and Jennie C. D. Meyer for highway purposes in Elko County, Route 1, Section A-2. Since the Department's records do not date back to the year 1921, we have no record of any expenditure for this easement.

# Analysis:

On April 30, 2019, the Surplus Committee determined the easement was no longer required for highway purposes. The abandonment of the Department's easement interest in this parcel is being made in accordance with NRS 408.523.

# List of Attachments:

- 1. Location Map
- Original Resolution of Abandonment with attached sketch maps depicted as Exhibits "A" through "H"
- 3. Environmental Approval
- 4. NRS 408.523

# Department of Transportation Board of Directors July 8, 2019

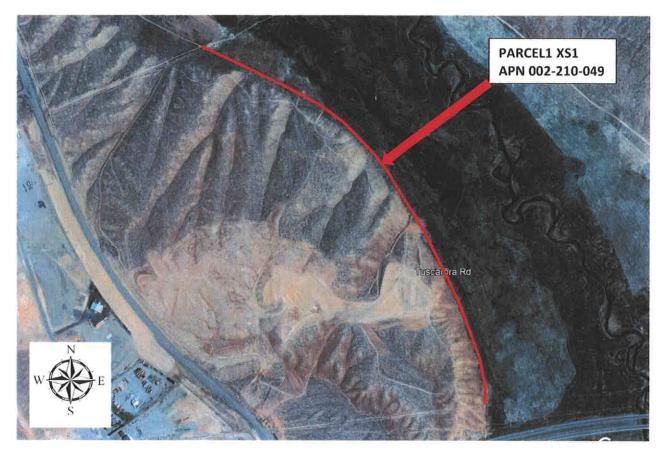
### **Recommendation for Board Action:**

Approval of disposal of the Department's easement interest for a portion of Tuscarora Road in Carlin, County of Elko, State of Nevada.

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

jdb/dtc/aa

## LOCATION MAP



# SUR 18-11

# **DESCRIPTION: A portion of Tuscarora Road in Carlin,**

# County of Elko, State of Nevada

Attachment 1

300

Ptn. of APN: 002-210-049 Control Sections: EL-A1, EL-48 Route: Tuscarora Road Surplus No.: SUR 18-11 Surplus Parcel: PARCEL1 XS1

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

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

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

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the

Department, presently holds an easement interest for all of that certain right-of-way for

Tuscarora Road extending from Highway Engineer's Station 281+70.78 P.O.T. to Highway

Engineer's Station 344+62.77 P.O.T.; and

WHEREAS, said right-of-way is delineated and identified as PARCEL1 XS1, on

EXHIBITS "A" through "H", inclusive, attached hereto and made a part hereof; and

WHEREAS, pursuant to the provisions contained in NRS 408.523, the Nevada

Department of Transportation Board of Directors may vacate or abandon by resolution, any

portion of a state highway which has been superseded by relocation or has been determined to

be in excess of the needs of the Department; and

WHEREAS, a portion of said right-of-way is of no further contemplated use by the

Department, due to that certain portion of Tuscarora Road being superseded by the relocation of SR-766 (Newmont Mine Road).

THEREFORE, it is hereby determined by the Board of Directors of the Nevada

Department of Transportation of the State of Nevada, that the following described right-of-way

and incidents thereto, being all that land delineated and identified as PARCEL1 XS1 on

EXHIBITS "A" through "H", inclusive, is hereby abandoned. Said right-of-way is more

particularly described as follows:

Situate, lying and being in the County of Elko, State of Nevada, and more particularly described as being portions of the NE 1/4 of Section 22 and the SW 1/4 of Section 23, T. 33 N., R. 52 E., M.D.M., and more fully described as follows:

Being a parcel or strip of land 60 feet in width, lying 30 feet on each side of the following described centerline, beginning at the intersection of the centerline of Tuscarora Road at Highway Engineer's Station 281+70.78 P.O.T. and the north-south quarter section line of said Section 22; thence along the following eleven (11) courses and distances:

- 1) S. 63°03'00" E. 1,299.47 feet;
- from a tangent which bears the last described course, curving to the right, with a radius of 3,000.00 feet, through an angle of 18°01'00", an arc distance of 943.35 feet;
- 3) S. 45°02'00" E. 697.06 feet;
- from a tangent which bears the last described course, curving to the right, with a radius of 2,000.00 feet, through an angle of 11°58'00", an arc distance of 417.72 feet;
- 5) S. 33°04'00" E. 338.27 feet;
- 6) from a tangent which bears the last described course, curving to the right, with a radius of 3,000.00 feet, through an angle of 7°32'00", an arc distance of 394.44 feet;
- 7) S. 25°32'00" E. 567.43 feet;
- from a tangent which bears the last described course, curving to the right, with a radius of 4,000.00 feet, through an angle of 5°02'00", an arc distance of 351.39 feet;
- 9) S. 20°30'00" E. 458.79 feet;
- 10) from a tangent which bears the last described course, curving to the right, with a radius of 2,000.00 feet, through an angle of 14°17'00", an arc distance of 498.58 feet;
- S. 6°13'00" E. 325.48 feet to the point of ending at the intersection of said centerline of Tuscarora Road at Highway Engineer's Station 344+62.77 P.O.T. and the south section line of said Section 23.

The sidelines of the above described parcel are to be lengthened or shortened so as to begin on said north-south quarter section line of Section 22 and to terminate on said south section line of Section 23; said parcel contains an area of 8.67 acres (377,519 square feet), more or less.

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

Said parcel is delineated and identified as PARCEL1 XS1 on EXHIBITS "A" through "H", attached hereto and made a part hereof.

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

It is the intent of the Department of Transportation to abandon that portion of Tuscarora

Road, delineated and identified as PARCEL1 XS1 on EXHIBITS "A" through "H", inclusive,

attached hereto and made a part hereof for reference.

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

APPROVED AS TO LEGALITY AND FORM:

Dennis Gallagher, Deputy Attorney General

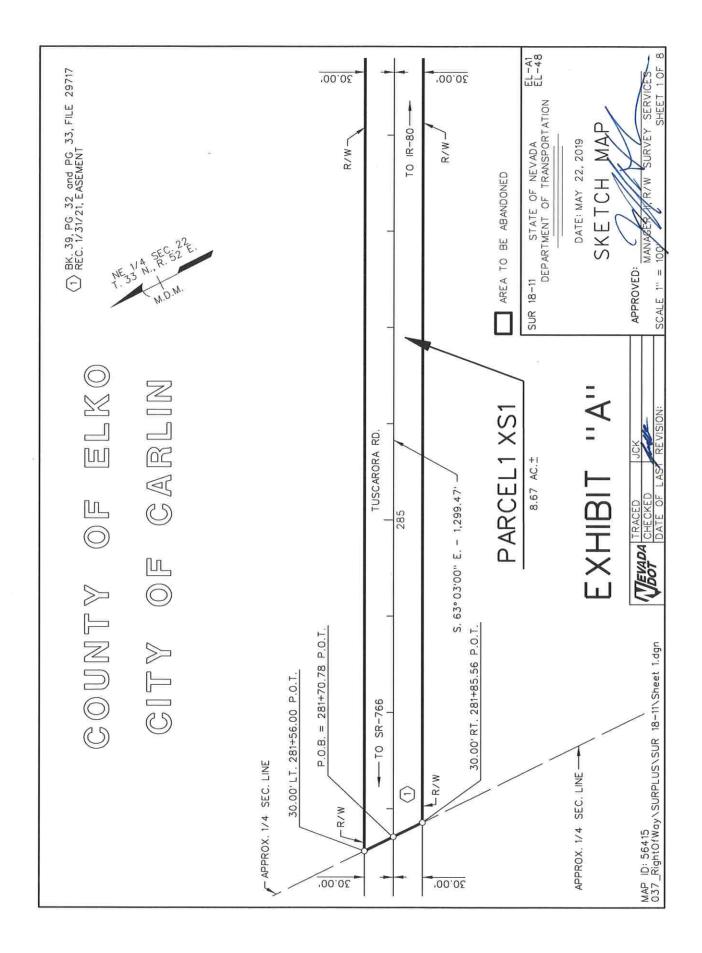
Steve Sisolak, Chairman

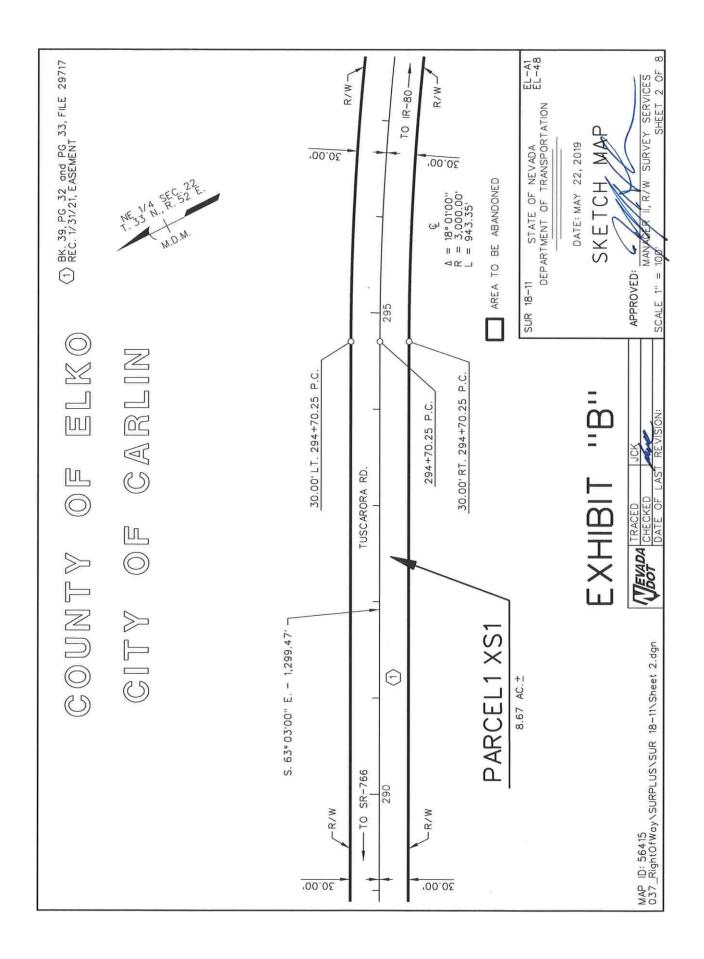
BOARD OF DIRECTORS

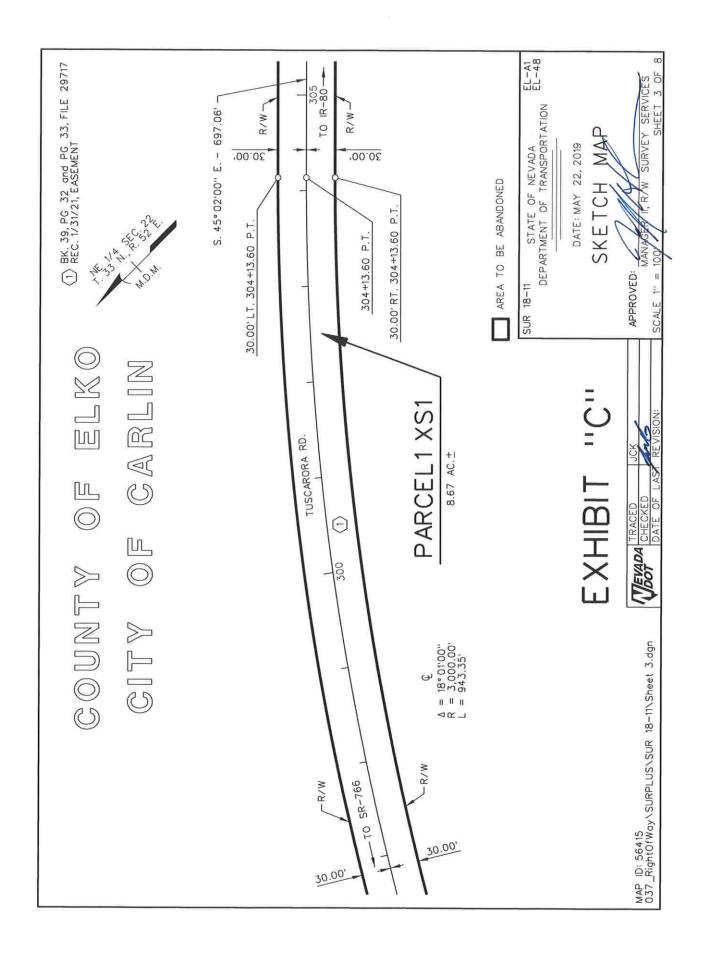
ON BEHALF OF STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION

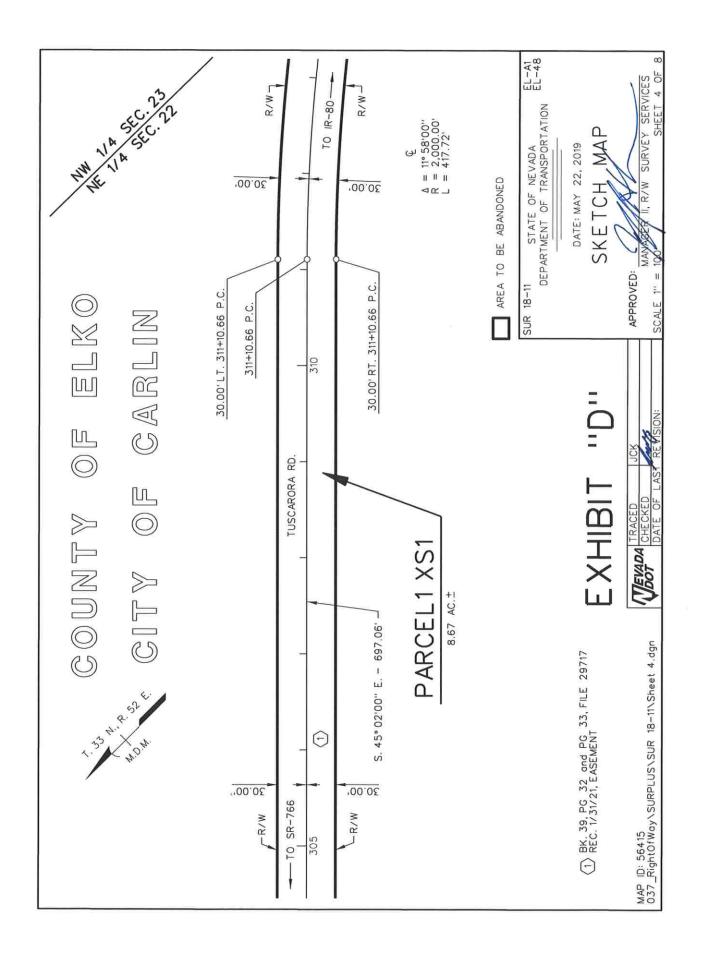
ATTEST:

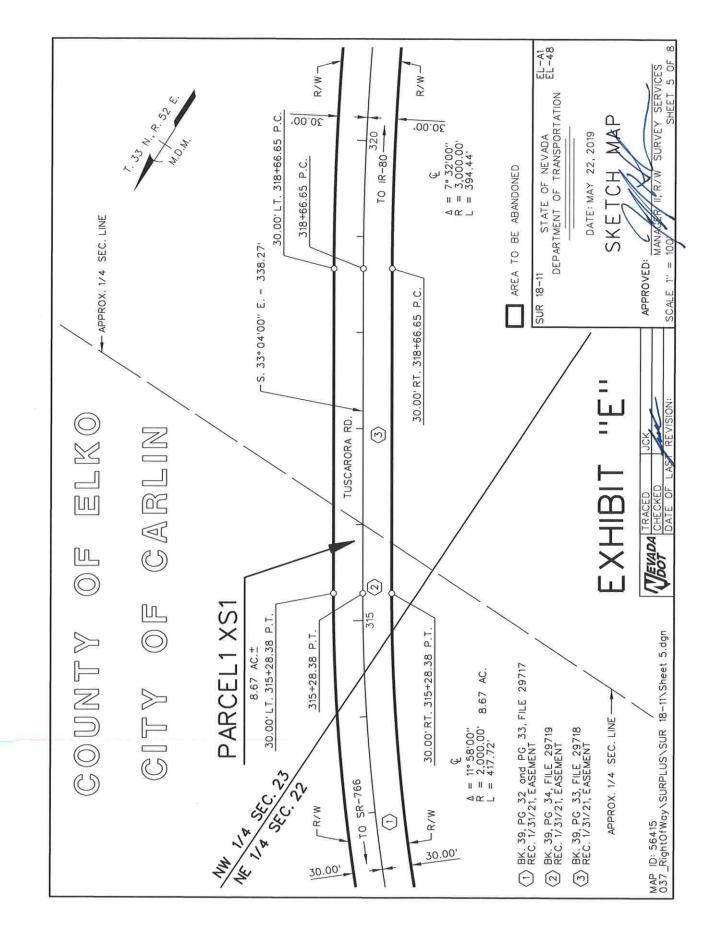
, Secretary to the Board

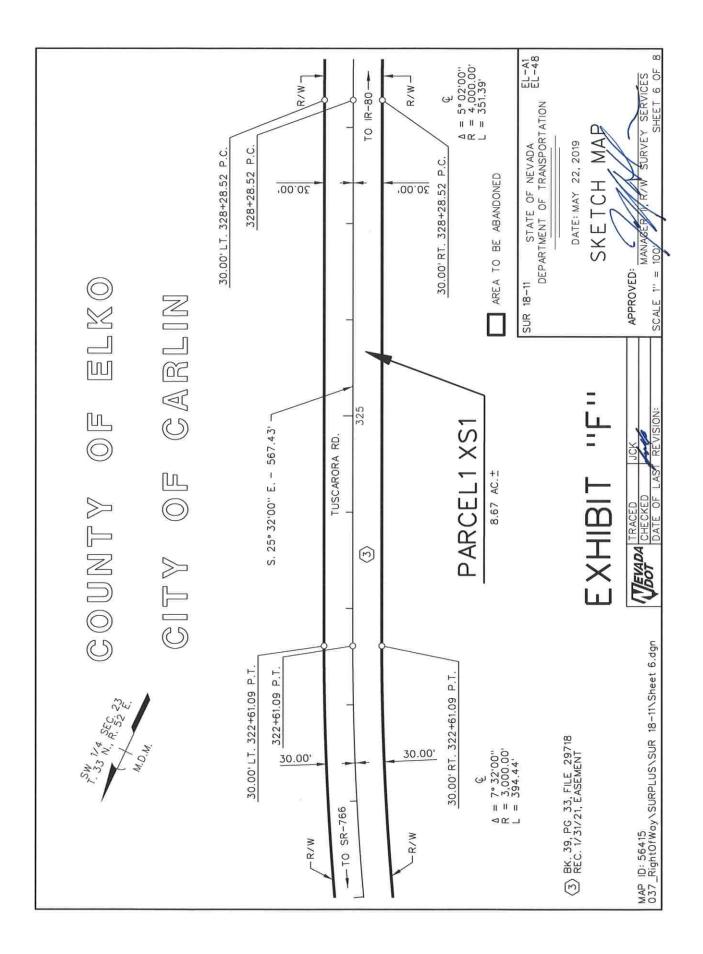


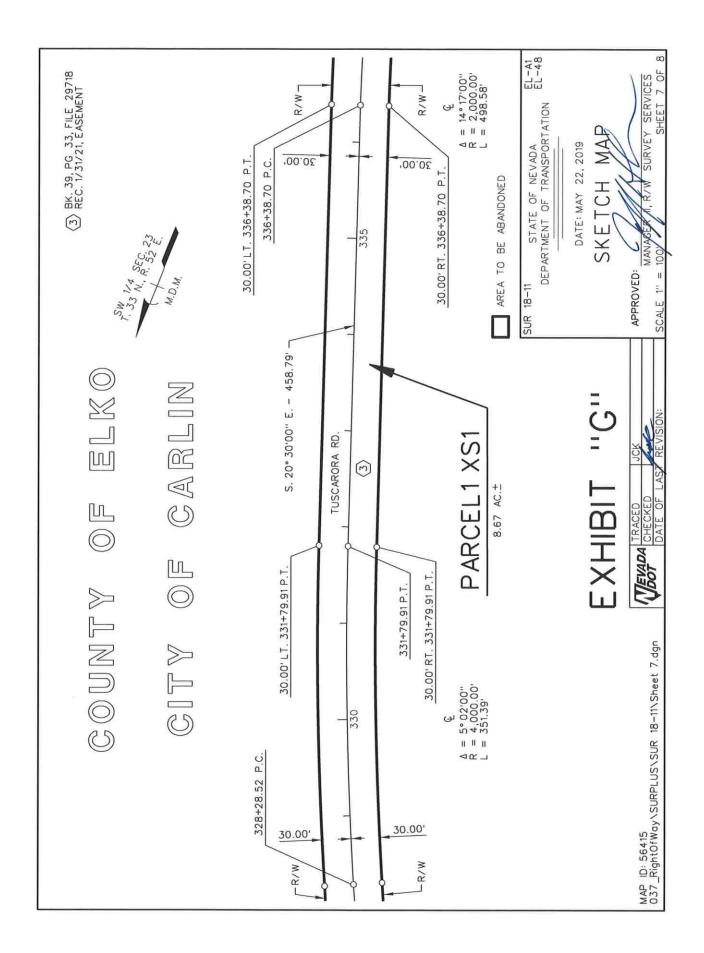


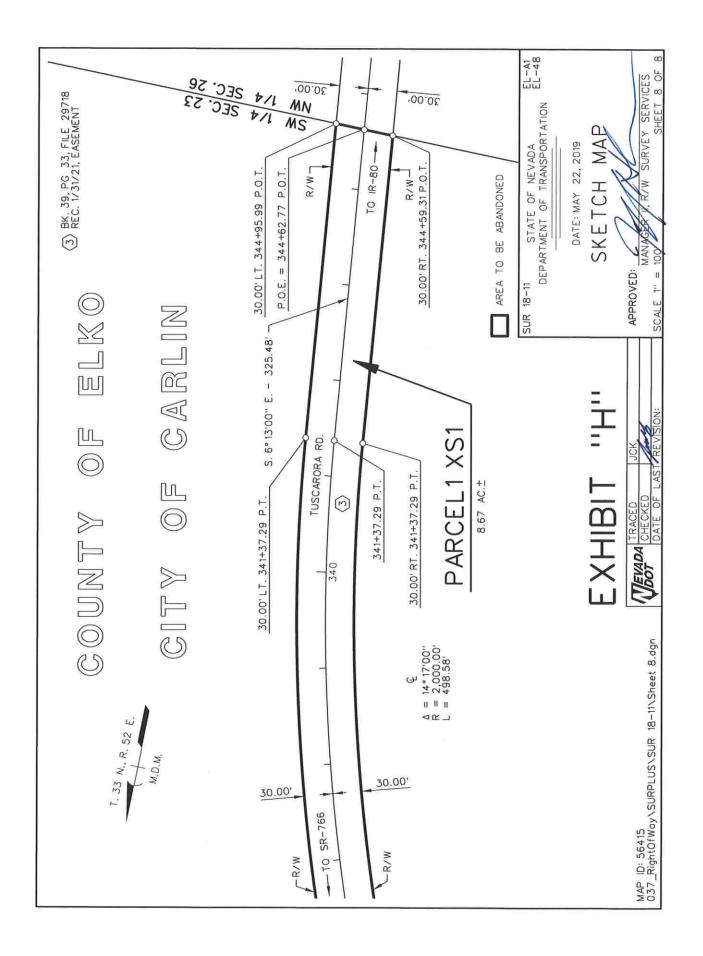














1263 South Stewart Street Carson City, Nevada 89712 Phone: (775) 888-7013 Fax: (775) 888-7104

### MEMORANDUM

JUN 13 2019 AM 8:34

#### **Environmental Services Division**

June 12, 2019

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

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

Subject: Project Certification E.A.:

Surplus No.: SUR 18-11

Description: Tuscarora Road, Carlin Nevada Disposal by: Resolution of Abandonment

The Environmental Services Division reviewed the requested action as presented in your memo dated, May 29, 2019 and found it clear of any documented environmental concern for disposal. Per FHWA opinion expressed March 30, 2016, this request does not appear to be a qualifying action and does not require NEPA or FHWA approval of NEPA, as outlined in 23CFR771 and the current Programmatic Agreement between FHWA and NDOT.

EC: Project E-File

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

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

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

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

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

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



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

### MEMORANDUM

July 11, 2019

TO: Department of Transportation Board of Directors

FROM: Kristina L. Swallow, Director

SUBJECT: August 19, 2019 Transportation Board of Directors Meeting

Item <u>#10:</u> Disposal of NDOT right-of-way, a parcel of land at the intersection of W. Washington Avenue and A Street near IR-15 in the City of Las Vegas, County of Clark, State of Nevada

SUR 18-04 – For possible action

#### Summary:

Approval is requested from the Department of Transportation Board of Directors to dispose of the above referenced property by Direct Sale. The property to be sold is a parcel of land at the intersection of W. Washington Avenue and A Street near IR-15 in the City of Las Vegas, County of Clark, State of Nevada, referenced as Parcel I-015-CL-043.634 XS1. The property consists of 5,155 sq. ft. of vacant land, as further depicted on the attached sketch map marked Exhibit "A".

#### Background:

The Department acquired the parcel from the City of Las Vegas on May 19, 1978, as part of Project I-015-1(7)43, whereby the City of Las Vegas relinquished the parcel at no cost per Agreement No. NM266-78-030.

On March 14, 1918, Mr. Lucas Andrade on behalf of Romanika, LLC, the adjacent property owner, contacted the Department to request a sale of the property from the Department. Romanika, LLC, has actively leased from the Department since March 7, 2014. The Surplus Property Committee met on October 30, 2018, and it was determined the surplus property could be sold through a Direct Sale.

#### Analysis:

The Department completed an appraisal of the property on May 16, 2019, to obtain fair market value in the amount of \$10,310.00, as required by N.R.S. 408.533.

The Department received the signed Direct Sale Intent to Purchase on May 10, 2019, with an acceptance of the purchase price. A Direct Sale will benefit the State in potential revenue and the elimination of liability and maintenance responsibilities. The release of the Department's fee interest in this parcel is being made in accordance with N.R.S. 408.533.

#### List of Attachments:

- 1. Location Map
- 2. Sketch Map depicted as Exhibit "A"
- 3. Copy of the Intent to Purchase (Form 894-C)
- 4. Multi-Use Lease Agreement #R083-14-030
- 5. Resolution Relative to Transferring Right Of Way for FAU-578 Washington Avenue #NM266-78-030
- 6. Environmental Approval
- 7. N.R.S. 408.533

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

Approval of the disposal of NDOT right-of-way, a parcel of land at the intersection of W. Washington Avenue and A Street near IR-15 in the City of Las Vegas, County of Clark, State of Nevada.

# Prepared By: Jessica D. Biggin, Chief R/W Agent $\mathcal{AD}^{D}$

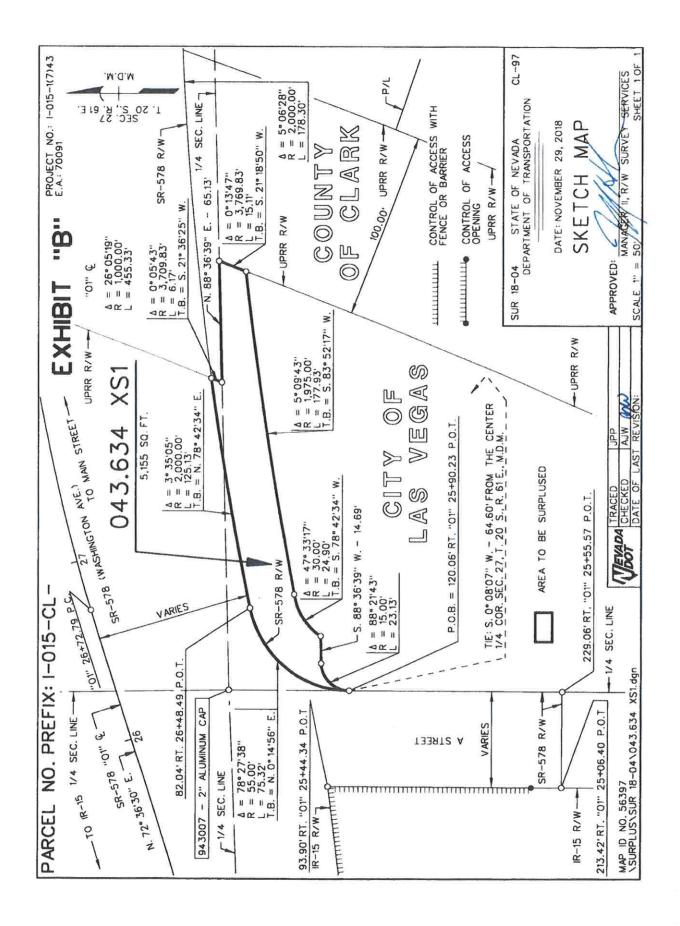
jdb/dtc/jm

# LOCATION MAP



## SUR 18-04

DESCRIPTION: A parcel of land at the intersection of W. Washington Avenue and A Street near IR-15 in the City of Las Vegas, County of Clark, State of Nevada



Project: I-015-1(7)43 E.A.: 70091 Parcel: I-015-CL-043.634 XS1 Surplus No.: SUR 18-04 Date: May 10, 2019

#### DIRECT SALE INTENT TO PURCHASE Nevada Department of Transportation

This direct sale payment is for the purchase of the above-referenced real property, as described by the legal description attached hereto.

The undersigned purchaser hereby agrees to pay to the Nevada Department of Transportation, \$10,403.55 as the full purchase price for said property, to be paid in a lump sum payment, without interest, on or before 60 Days from the Transportation Board approval date.

All terms and conditions of the Department of Transportation's procedures for a direct sale under Nevada Revised Statue 408.533 are hereby specifically incorporated by reference into the terms of this direct sale.

The property will be conveyed by Quitclaim Deed.

The name on the deed is to be as follows:

OMANIKA, U.C., a Nevada Limited liability Company

Purchaser may take possession of the property upon receipt of the recorded Quitclaim Deed, or upon other written notice from the Department of Transportation, if applicable.

All notices pertaining to matters arising in connection with this transaction may be made to purchaser in person or by registered mail addressed as follows:

Lucas Andrade

5-10-20

798 A Street, Las Vegas, NV 89106

702-655-0025

CRET

COMPLETE THIS FORM AND RETURN WITHIN 10 WORKING DAYS FROM THE DATE OF THIS FORM AND RETURN WITH THE ENCLOSED LETTER TO:

State of Nevada, Department of Transportation Right-of-Way Division, Attn: Annie Paylor 1263 S. Stewart Street Carson City, NV 89712

#### 884Sub

Ptns. of APNs: 139-27-799-002 139-27-699-029

AFTER RECORDING RETURN TO: NEVADA DEPT. OF TRANSPORTATION RIGHT-OF-WAY DIVISION ATTN: STAFF SPECIALIST, PM 1263 S. STEWART ST., Rm. 320 CARSON CITY, NV 89712

MAIL TAX STATEMENT TO: NEVADA DEPT. OF TRANSPORTATION RIGHT-OF-WAY DIVISION ATTN: MÁRIA ZULICK NUCCI 1263 S. STEWART ST. CARSON CITY, NV 89712

LEGAL DESCRIPTION PREPARED BY: HALANA D. SALAZAR NEVADA DEPT. OF TRANSPORTATION RIGHT-OF-WAY DIVISION 1263 S. STEWART ST. CARSON CITY, NV 89712

Project: I-015-1(7)43 E.A.: 70091 / W.O. 20200 Ptn. of Parcel: I-015-CL-043.634 Parcel: I-015-CL-043.634 Agreement No.: R <u>083 - 14-030</u>

#### MULTI USE LEASE Nevada Department of Transportation

This Lease, made and entered into this <u>7</u> day of <u>MARCH</u>, 20<u>14</u>, between Romanika, LLC, a Nevada Limited Liability Company, whose mailing address is 798 A Street, Las Vegas, Nevada 89106-3200, hereinafter called the LESSEE, and the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the LESSOR and hereinafter referred to as this "Lease".

#### WITNESSETH:

The LESSOR, for and in consideration of the agreements, conditions, covenants and stipulations of the LESSEE as hereinafter provided, agrees as follows:

(a) To lease, demise and let to the LESSEE those certain premises situate: lying and being in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as being a portion of the SW 1/4 of the NE 1/4, and a portion of the NW 1/4 of the

Page 1 of 10

Inst #: 20140505-0003494 Fees: \$27.00 N/C Fee: \$0.00 05/05/2014 03:33:42 PM Receipt #: 2014519 Requestor: TRANSPORTATION NEVADA Recorded By: DGI Pgs: 11 DEBBIE CONWAY CLARK COUNTY RECORDER

SE 1/4 of Section 27, T. 20 S., R. 61 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

COMMENCING at 2" diameter aluminum cap in concrete and marked C1/4 SEC27 1996 PLS 2002 accepted as being the center guarter corner of said Section 27 shown as reset on that certain Record of Survey, filed for record on March 7, 1997, as Map File 87, Page 95 of Surveys and recorded in Official Records, Book No. 970307, as Instrument No. 00959 in the Office of the Recorder of Clark County, Nevada; thence S. 30°29'21" E. a distance of 57.22 feet to the POINT OF BEGINNING; said point of beginning being on the right or southerly right-of-way line of SR-578 (Washington Avenue), 114.24 feet right of and at right angles to Highway Engineer's Station "O1" 26+22.78 P.O.T.; thence S. 88°36'43" W., along said right or southerly right-of-way line, a distance of 14.69 feet; thence from a tangent which bears the last described course, curving to the left with a radius of 15.00 feet, through an angle of 88°21'43", an arc distance of 23.13 feet; thence from a tangent which bears N. 0°15'00" E., curving to the right with a radius of 55.00 feet, through an angle of 78°27'44", an arc distance of 75.32 feet; thence from a tangent which bears N. 78°42'44" E., curving to the right with a radius of 2,000.00 feet, through an angle of 3°35'06", an arc distance of 125.14 feet to said right or southerly right-of-way line of SR-578 (Washington Avenue); thence along said right-of-way line, the following five (5) courses and distances:

- from a tangent which bears S. 21°35'50" W., curving to the right with a radius of 3,709.83 feet, through an angle of 0°05'43", an arc distance of 6.17 feet;
- N. 88°36'43" E. 65.13 feet;
- from a tangent which bears S. 21°18'16" W., curving to the right with a radius of 3,769.83 feet, through an angle of 0°13'47", an arc distance of 15.11 feet;
- from a tangent which bears S. 83°52'27" W., curving to the left with a radius of 1,975.00 feet, through an angle of 5°09'43", an arc distance of 177.93 feet;
- 5) from a tangent which bears S. 78°42'44" W., curving to the left with a radius of 30.00 feet, through an angle of 47°33'51", an arc distance of 24.90 feet to the point of beginning; said parcel contains an area of 5.156 square feet (0.12 of an acre)

Said parcel is delineated and identified as Parcel No. I-015-CL-043.634 on EXHIBIT "A" attached hereto and made a part hereof, hereinafter referred to as the "Leased Premises".

The Basis of Bearing for this description is based on the "O1" centerline from Highway Engineer's Station "O1" 24+63.19 P.T. to "O1" 26+72.79 P.C. from Nevada Department of Transportation Right-of-Way plans for Project I-015-1(7)43, E.A. 70091, said bearing being N. 72°36'34" E.

Page 2 of 10

The parties hereto covenant and agree as follows:

#### 1. TERM

(a) The term of this Lease shall be for a primary term of five (5) years beginning April 1, 2013 and ending March 31, 2018, plus the option to renew for three (3) extended terms of five (5) years each, the first of such extended terms to begin on the expiration of the initial term and each successive extended term to begin on the expiration of the term immediately preceding.

(b) The LESSEE's option of renewing this Lease is subject to approval of the LESSOR, and shall be exercised in writing by means of certified or registered mail notice to the LESSOR at least one hundred twenty (120) days prior to the commencement of the renewal period.

(c) The LESSEE, keeping and performing the covenants and agreements herein contained on the part of the LESSEE to be kept and performed, shall at all times during the said tenancy peaceably and quietly have, hold and enjoy the Leased Premises without suit, trouble or hindrance from the LESSOR; provided, however, that LESSEE has performed and fulfilled each and every condition and covenant herein contained to be performed by LESSEE.

(d) In the event of the termination of this Lease by the expiration thereof, or for any other reason, LESSEE will peaceably and quietly leave, surrender and yield up to the LESSOR all and singular the Leased Premises in good order, condition and repair, reasonable use and wear thereof excepted, and damage by earthquake, fire and public calamity, by the elements or by act of God also excepted.

(e) This Lease may be terminated, at any time, for any reason by the LESSEE or the LESSOR upon thirty (30) day's prior notice, in writing, serving same upon LESSOR or LESSEE as the case may be. This Lease will automatically terminate when the LESSOR serves notice upon LESSEE that LESSOR requires the Leased Premises for a highway purpose, and in such event LESSEE waives any claim for compensation.

(f) It is further mutually covenanted and agreed that upon the expiration or termination of the term hereof, LESSEE shall remove or cause to be removed, within thirty (30) calendar days and at its own expense, any and all personal property or improvements erected or emplaced by LESSEE and or its sublessee on said leasehold, leaving and surrendering said Leased Premises in as good order and condition as the premises were in when delivered to LESSEE. Should LESSEE not remove improvements they shall upon said expiration or termination of the term hereof become property of LESSOR upon its option and without compensation by him to the LESSEE and or its sublessee.

(g) No holding over by LESSEE shall operate to renew this Lease without the written consent of LESSOR endorsed thereon.

#### 2. RENTAL

(a) The LESSEE agrees to pay LESSOR as rent for the Leased Premises the sum of EIGHT HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$825.00) per year payable to the LESSOR at 1263 So. Stewart St., Carson City, NV 89712 commencing on the 1st day of

Page 3 of 10

April, 2013 and thereafter payable on or before the 1st day of April each year for which due. In the event of termination, any unearned rental for the remainder of that period wherein termination occurs shall be returned to LESSEE.

(b) If LESSEE fails to pay the rent in full by the fifth calendar day of each appropriate month of each year, when due, LESSEE shall pay a late charge in the amount of one percent (1%) of the rental amount due. If a check presented by LESSEE for payment of rent is dishonored by any bank, LESSEE shall pay a non-payment charge in the additional amount of FIFTY AND NO/100 DOLLARS (\$50.00).

(c) LESSOR and LESSEE agree that the rental amount agreed to herein shall be automatically reviewed and reevaluated by LESSOR within at least one hundred twenty (120) calendar days prior to the expiration of each five (5) year increment of the term hereof. LESSOR will notice LESSEE, in writing, of rental amount increase or decrease and amend this Lease at least thirty (30) calendar days prior to the expiration of each five (5) year increment of the term hereof.

(d) If any rent shall be due and unpaid after the same shall become payable as aforesaid; or if LESSEE shall not perform and fulfill each and every one of the conditions and covenants herein contained to be performed by LESSEE, or if LESSEE discontinues business in the Leased Premises for more than a continuous sixty (60) calendar day period; or if LESSEE attempts to sell or assign this Lease; such act or acts of omission or commission may, at the option of LESSOR, constitute a forfeiture of all rights under this Lease and a voiding of this Lease and an ending of the term of this Lease; the further occupancy of Leased Premises after such forfeiture shall be deemed held and taken as a forcible detainer by LESSEE; and LESSOR may, with notice and legal process, evict and dispossess the LESSEE from premises.

3. SUBLEASES, ASSIGNMENTS AND ASSIGNMENTS BY OPERATION OF LAW

(a) LESSEE shall not assign this Lease without the prior written consent of LESSOR, nor sublet the Leased Premises to any person or party, with the exception that the LESSEE may sublet solely to KALUF, INC., A NEVADA DOMESTIC CORPORATION, DBA ANDRADE'S CLEANING COMPANY, pursuant to the terms and conditions set forth within this Lease. LESSEE may not assign this Lease to KALUF, INC., DBA ANDRADE'S CLEANING COMPANY.

(b) The LESSEE shall have the right to sublet all or part of the demised premises solely to KALUF, INC., A NEVADA DOMESTIC CORPORATION, DBA ANDRADE'S CLEANING COMPANY, for the purpose of storage and processing of recyclable material, subject to all the terms, covenants, and conditions of this Lease. In the event of such a sublease of the premises by the LESSEE, the LESSEE shall continue to remain liable and responsible for the due performance of all the terms, covenants and conditions of this Lease. In the event of such a sublease of the LESSEE, the LESSEE shall continue to remain liable and responsible for the due performance of all the terms, covenants and conditions of this Lease. In the event of such a sublease of the Leased Premises: (i) The LESSEE shall not be released or discharged from any liability, whether past, present, or future, under this Lease; and (ii) The LESSEE shall deliver to the LESSOR an executed copy of the sublease. The LESSEE is given the aforementioned privilege to sublet the demised premises in part or as a whole to KALUF, INC., A NEVADA DOMESTIC CORPORATION, DBA ANDRADE'S CLEANING COMPANY, who shall be and remain at all times satisfactory to the LESSOR. This privilege is to be considered as a license only, revocable at the pleasure of the LESSOR.

Page 4 of 10

#### 4. WAIVER

Failure to declare a breach or the actual waiver by LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this Lease other than the failure of LESSEE to pay the particular rental so accepted, regardless of LESSOR's knowledge of preceding breach at the time of acceptance of such rental.

#### 5. NOTICES

Any and all notices, demands, or other communications required or permitted to be given under this Lease shall be in writing. They shall be served either personally or by mail. Service shall be conclusively deemed made at the time of service. If served by certified mail, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt therefore. Any notice or demand to LESSOR may be given to LESSOR at 1263 S. Stewart St., Carson City, NV 89712 Attn: Mária Zulick Nucci, Right-of-Way Division or at such other place or places as shall be designated by LESSOR from time to time. Any notice or demand to LESSEE shall be given to LESSEE at 798 A Street, Las Vegas, Nevada 89106-3200.

### 6. IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY

(a) The LESSEE agrees to maintain the Leased Premises in as good a state of repair as when first occupied, ordinary wear and tear excepted.

(b) LESSEE shall place no improvements in, on or upon the Leased Premises except those approved in writing by the LESSOR such approval not to be unreasonably withheld, conditioned or delayed. No additional construction or alterations shall be made in or upon the Leased Premises without prior written consent and approval of both LESSOR and the Federal Highway Administration.

(c) LESSEE shall be responsible for the reestablishment by a registered land surveyor of any permanent survey markers or highway right of way monuments disturbed or obliterated during the term of this Lease, at LESSEE's expense.

(d) LESSEE shall place no advertising signs, signboards, or other advertising material on the Leased Premises during the term of this Lease, without prior approval of LESSOR such approval not to be unreasonably withheld, conditioned or delayed.

(e) LESSEE shall pay for all utilities including water, gas, electricity, sewage, trash disposal, telephone and janitorial services furnished and supplied to or upon any part of the Leased Premises during the term of this Lease.

(f) LESSEE agrees to secure all necessary permits required in connection with operations on the Leased Premises and shall comply with all Federal, State and local statutes, rules, orders, building codes, ordinances, requirements and regulations which may affect in

Page 5 of 10

any respect LESSEE's use of the Leased Premises.

(g) LESSEE agrees to keep and maintain at its sole expense, the Leased Premises free of all weeds, noxious plants, debris and flammable, explosive or hazardous materials of every description, and at all times keep the Leased Premises in an orderly, clean, safe and sanitary condition.

(h) All work performed by LESSEE under this Lease shall be in accordance with the current editions of the State of Nevada Standard Specifications for Road and Bridge Construction and the Standard Plans for Road and Bridge Construction, and shall be accomplished to the satisfaction of the District Engineer. Copies of applicable plans and specifications are available upon request from the District Engineer.

(i) LESSEE shall use the Leased Premises during the term of this Lease for storage and processing of recyclable material. Solid waste approved for processing is as follows: wood, gypsum/drywall, ferrous and non-ferrous metals, plastics, paper, cardboard, glass, concrete, masonry and stucco, shingles and tile. Prohibited waste is as follows: liquid waste, hazardous waste, radioactive waste, putrescible waste, CFC containing waste, medical waste, asbestos and asbestos containing material, PCB wastes, contained gaseous material, and/or any special solid waste. In its use of the Leased Premises, LESSEE shall comply with all terms of its Permit for Occupancy of Nevada Department of Transportation Right-Of-Way, No. 113431–2010, Work Order No. 20151161, granted January 7, 2011.

(j) LESSEE shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other lessees or occupants of the building or premises, as applicable, or injure or annoy them or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall LESSEE cause, maintain or permit any nuisance in, on or about the Leased Premises. LESSEE shall not commit or suffer to be committed any waste in or upon the Leased Premises.

(k) LESSEE's violation of any provision of this Lease, and failure to correct said violation within a reasonable time after receipt of notice from LESSOR in accordance with the provisions of Paragraph 5 of this Lease, shall constitute a forfeiture of all LESSEE's rights hereunder and shall constitute a voiding and termination of this Lease as provided herein.

(I) The leasing of the premises by LESSEE was after examination of its present condition and without any representation or warranties on the part of LESSOR or its agents. LESSEE and LESSOR have inspected the premises and agree that the premises are free of hazardous substances in its present condition.

(m) LESSEE will obey all laws concerning health and safety with respect to hazardous substances, and shall indemnify LESSOR and hold LESSOR harmless from any and all costs and expenses arising out of the use of hazardous substances on the Leased Premises.

(n) LESSOR retains the right to enter the Leased Premises without announcement to inspect and perform field tests on air, water, and soil.

(o) Landscaping within the STATE's right-of-way shall not exceed two (2) feet in height unless prior written approval is obtained from LESSOR.

Page 6 of 10

#### RIGHT OF ENTRY

LESSOR specifically reserves the right of entry by any authorized officer, engineer, employee, agent or contractor of the LESSOR for the purpose of inspecting the Leased Premises, or the doing of any and all acts necessary or proper on the Leased Premises in connection with the protection, maintenance, repair, reconstruction, and operation of the Leased Premises with forty-eight (48) hours written notice to LESSEE, except in the case of an emergency in which case the LESSOR shall notify LESSEE within twenty-four (24) hours after such entry.

### 8. INDEMNIFICATION AND INSURANCE

(a) To the fullest extent permitted by law, the LESSEE shall fully exonerate, indemnify, defend, and hold harmless the State of Nevada, any of its departments, divisions, agencies, officers, employees or agents from and against any liabilities, damages, losses, claims, actions or proceedings and all expenses incidental to such, based upon or arising out of damage or injury (including death) to persons or property due to any error, negligence, omission or act of the LESSEE, its sublessee, or any persons employed by LESSEE, its sublessee, or any others for whose acts the LESSEE and or its sublessee are legally liable. Expenses shall include, without limitation, the amount of the judgment, court costs, expenses of litigation, expert witness fees, and reasonable attorney's fees.

(b) The LESSEE and its sublessee shall each furnish a Certificate of Insurance, Declaration Pages and an Endorsement designating the LESSOR as an additional insured under the Lessee's Commercial General Liability Insurance, with a minimum limit of One Million and no/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall be maintained for the entire period of the LEASE and sublease. This policy shall include thirty (30) days advance written notice of any cancellation of said policy. It is further understood and agreed upon by the parties that the LESSEE and its sublessee shall procure, pay for and maintain the above-mentioned insurance coverage at their own sole cost and expense.

(c) The LESSEE's and its sublessee's Commercial General Liability and any umbrella or excess liability policies shall be endorsed to add the State of Nevada, its officers, agents, employees and volunteers as additional insureds; said additional insureds to be designated as follows: State of Nevada Department of Transportation, Attn: Right-of-Way Division, 1263 South Stewart Street, Carson City, Nevada 89712. The LESSEE's and its sublessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limit of the insurer's liability and shall be primary and non-contributory with respect to all other available sources. Each insurance policy shall be endorsed to provide that coverage shall not be canceled, suspended, voided, non-renewed or restricted by LESSEE, its sublessee or the insurer except after thirty (30) days prior written notice by certified mail, return receipt requested, given to the LESSOR in accordance with paragraph 5 hereinabove.

(d) The right to indemnification provided above shall be in addition to, and not in lieu of, any other remedy otherwise available to the State or LESSOR. This indemnification obligation shall not be diminished or limited in any way to the total insurance policy limits required by this Lease or otherwise available to the LESSEE and its sublessee.

(e) Upon signing this Lease, LESSEE shall provide the LESSOR with a copy of the Page 7 of 10

insurance binder, and within not more than fifteen (15) days after the effective date of the policy, shall furnish to LESSOR a Certificate of Insurance and endorsement relative to the policy. Upon signing a sublease, LESSEE and its sublessee shall provide the LESSOR with a copy of the sublessee's insurance binder, and within not more that fifteen (15) days after the effective date of such policy, shall furnish to LESSOR a Certificate of Insurance and endorsement relative to the policy.

(f) Should LESSEE and its sublessee fail to keep insurance as described above in full force and effect, LESSOR may, in accordance with Paragraph 1(e) of this Lease, void and terminate the tenancy.

9. FAIR EMPLOYMENT PRACTICES

During the term of this Lease, the LESSEE, for itself, its personal representatives, successors in interest, sublessee and assigns, shall comply with the regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23 Code of Federal Regulations, Part 200, and Title 49 Code of Federal Regulations, Part 21, which are hereby incorporated by reference and made a part of this Lease.

10. GENERAL COVENANTS

(a) This Lease shall constitute the entire agreement between LESSOR and LESSEE, and no modification hereof shall be binding unless it is in writing and signed by the parties.

(b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, sublessee, and assigns, as the case may be of the respective parties.

(c) This Lease and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Lease.

(d) As used herein the terms LESSOR and LESSEE shall include the plural as well as the singular and the feminine as well as the masculine and the neuter.

(e) Time is of the essence of each and all of the terms and provisions of this Lease.

(f) This Lease shall be recorded by LESSOR.

(g) It is specifically agreed between the parties executing this Lease that it is not intended by any of the provisions of any part of this Lease to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Lease to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Lease.

(h) This Lease constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations,

Page 8 of 10

negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Lease specifically displays a mutual intent to amend a particular part of this Lease, general conflicts in language between any such attachment and this Lease shall be construed consistent with the terms of this Lease. Unless otherwise expressly authorized by the terms of this Lease, no modification or amendment to this Lease shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

The illegality or invalidity of any provision or portion of this Lease shall not (i) affect the validity of the remainder of this Lease and this Lease shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Lease unenforceable.

The LESSOR will be responsible to pay any or all property taxes associated to (j) the Leased Premises as described on pages 1 & 2, paragraph (a) of this agreement.

The parties hereto represent and warrant that the person executing this Lease (k) on behalf of each party has full power and authority to enter into this Lease.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

LESSEE: Romanika, LLC, a Nevada Limited Diability Company

By:

Lucas Andrade, Manager

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LESSOR: STATE OF NEVADA acting by and through its DEPARTMENT OF TRANSPORTATION

Hs-t, Director JOAN M TCrry

REVIEWED AND RECOMMENDED BY:

**District Engineer** 

aul A. Saucedo, Chief Right-of-Way Agent

APPROVED AS TO LEGALITY AND FORM Deputy Attorney General E. Pierre Gezehin

Page 9 of 10

#### STATE OF NEVADA CARSON CITY

On this 1th day of March , 2014, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, John M. TECTY personally known (or proved) to me to be the Assistant Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned. CONTRACTORIS CONTRACTOR S IN WITNESS WHEREOF I have VIRGINIA R. FROBES Ε NOTARY PUBLIC hereunto set my hand and affixed STATE OF NEVADA A My Appt Exp. Oct 4, 2017 13.11807.12 my official seal the day and year in L this certificate first above written. STATE OF Neva unty of On this \_1 day of January 2014, personally appeared before me, the undersigned, a Notary Public in and for the County 64 Clark , State of Nevada , Lucas M. Andrade personally known (or proved) to me to be the person\_ whose name is subscribed to the above instrument and who acknowledged to me that \_\_he \_ executed the same freely and voluntarily and for the uses and purposes thereby mentioned. S IN WITNESS WHEREOF I have E MICHAEL D. SEGUBAN hereunto set my hand and affixed Notary Public State of Nevada A my official seal the day and year in this No. 09-11475-1

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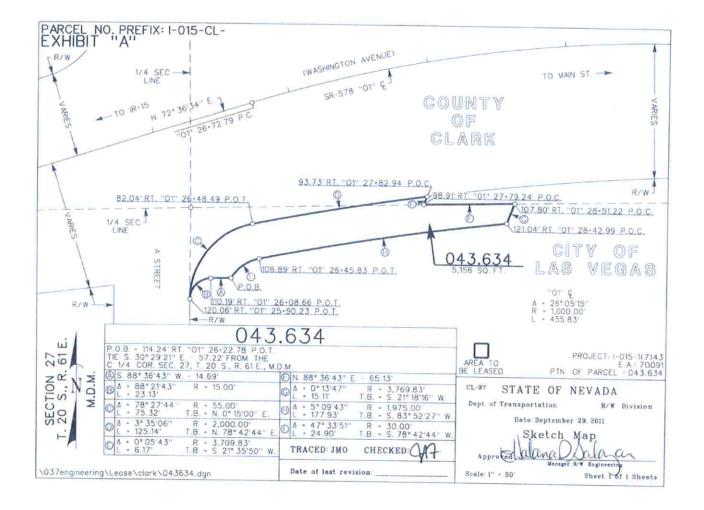
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Page 10 of 10

My appt. exp. Oct. 8, 2017

EXP. OCT 8, 2017



#### I-015-1(7) 43; E.A. 70091 I-015-CL-043.633, 043.635, 043.7, 043.634, and 043.681

		1	Ruy.	Agreement I		
RESOLUTION	RELATIVE TO 2	TRANSFERRI	NG			
RIGHT	OF WAY FOR F	AU-578	Hwy.	Agreement	No. NM266-78.	120
WA	SHINGTON AV	ENUE		o conone i	10. 10-12.66-11-	130

WHEREAS, the Department of Highways of the State of Nevada, ("Department of Highways"), in conjunction with the United States Department of Transportation, Federal Highway Administration, has adopted alignnments for constructing Washington Avenue Grade Separation between "A" Street and Main Street, State Route 6("Washington Avenue Grade Separation") in the City of Las Vegas, County of Clark, State of Nevada ("City"), which alignment has been previously approved by the Board of City Commissioners of the City; and

WHEREAS, the City owns or controls certain rights-of-way for streets and road purposes; and

WHEREAS, portions of said rights-of-way owned or controlled by the City for street and road purposes will be occupied by the proposed re-alignment and construction of Washington Avenue Grade Separation, said portions being depicted as the shaded areas on those maps attached hereto as Exhibits "A-1"," A-2", and "A-3", and incorporated herein by reference; and

WHEREAS, that portion of the streets and alleyways depicted as the cross-hatched area on Exhibits "A-1", "A-2", and "A-3", and more particularly described as Parcel Numbers I-015-CL-043.633, I-015-CL-043.635, and I-015-CL-043.678, will be occupied during the period of construction only and will be reconstructed to City standards and be turned over to the City; and

WHEREAS, the City believes that re-alignment and construction of Washington Avenue Grade Separation will be of great benefit to the general public.

NOW, THEREFORE, BE IT RESOLVED, that the Board of City Commissioners of the City will cause to be promptly executed and delivered to the Department of Highways, a quitclaim deed whereby the City will grant transfer and relinquish to the Department of

ATTACHMENT 5

Highways all of its right, title and interest in and to the streets and roads and portions thereof depicted as the shaded area on Exhibits "A-1", "A-2", and "A-3" attached hereto, more particularly described as Parcels I-015-CL-043.634 and I-015-CL-043.681 and containing approximately 1.35 acres, all upon the following terms and conditions.

> 1. The Department of Highways shall have the right to occupy Parcels I-015-CL-043.633, I-015-CL-043. 635 and I-015-CL-043.678 containing approximately 9,338 square feet and depicted as the cross-hatched areaa on Exhibits "A-1", "A-2" and "A-3" attached hereto, only during construction of the Washington Avenue Grade Separation and shall reconstruct those parcels to City standards and turn them back over to the City after said construction is completed.

2. The City does not hereby and will not by said quitclaim deed grant, transfer or relinquish to the Department of Highways any right, title or interest in or to any utility improvements whether recorded or not, located on any of the above-referenced parcels numbered I-015-CL-043.634, I-015-CL-043.681, I-015-CL-043.633, I-015-CL-043.635 and I-015-CL-043.678 as shown on Exhibits "A-1", "A-2", and "A-3" attached hereto.

3. Any future utilities that are placed on said abovereferenced parcels or any work that is performed within the Department of Highways right-of-way shall be placed and performed in accord with all applicable Nevada Revised Statutes and Department of Highways standards and specifications.

-2-

DATED this 19th day of

1978.

BOARD OF CITY COMMISSIONERS CITY OF LAS VEGAS, NEVADA

MAYOR WILLIAM H. BRIAR

ATTEST: CITY CLERK EDWINA M. COLE,

The Nevada State Highway Department hereby accepts

-3-

the above-described right-of-way.

APPROVED as to Legality and Form: .

DEPUTY ATTORNEY GENE SJ' Chief Counsel DEPARTMENT OF HIGHWAYS

REVIEWED and RECOMMENDED BY:

ASSISTANT DEPUTY HIGH ENGINEER, DISTRICT ONE WAY

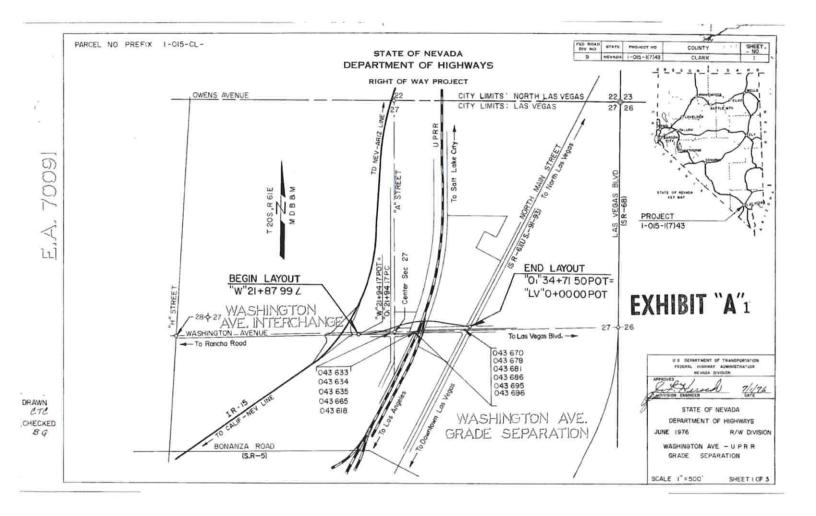
STATE OF NEVADA, acting by and through its DEPARTMENT OF HIGHWAYS

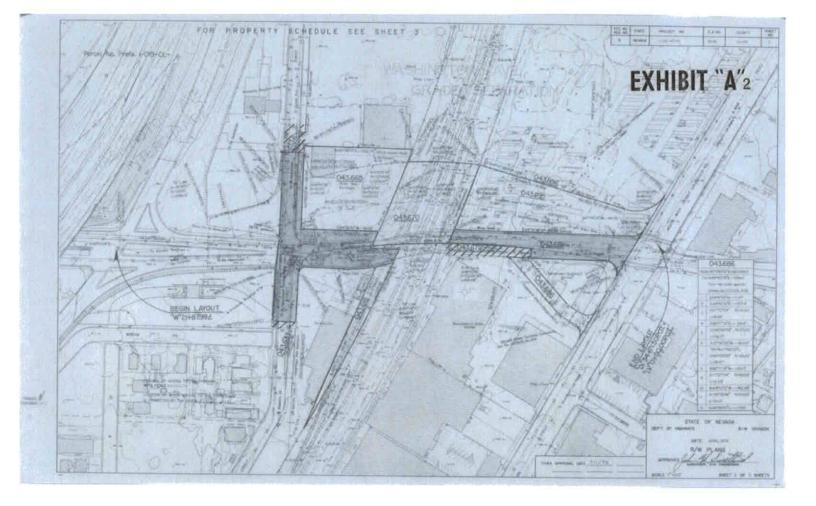
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**REVIEWED and RECOMMENDED BY:** 

RIGHT -OF-WAY AGENT





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043,635	CITY OF LAS VEGAS	3,250SF		3,2505.F								PERMISSION TO CONSTRUCT							
															EXI		IT	" <b>A</b> "	3



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

### MEMORANDUM

#### **Environmental Services Division**

November 30, 2018

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

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

 Subject:
 Environmental Clearance for Transportation Board

 Surplus No.:
 SUR 18-04

 Project:
 I-015-1(7)43

 Property as Described in Clearance Request Memo
 Disposal by Direct Sale

The Environmental Services Division reviewed the requested action as presented in your memo dated November 7, 2018 and found it clear of any documented environmental concern for disposal. Per FHWA opinion expressed March 30, 2016, this request does not appear a qualifying action and does not require NEPA or FHWA approval of NEPA, as outlined in 23CFR771 and the active Programmatic Agreement between FHWA and NDOT.

EC: Project E-File

#### NRS 408.533 Disposal of property.

1. All real property, interests therein or improvements thereon and personal property acquired before, on or after April 1, 1957, in accordance with the provisions of NRS 408.487 and 408.489 must, after approval by the Board and if no longer needed for highway purposes, be disposed of by the Director in accordance with the provisions of subsection 2, except that:

(a) When the property was originally donated to the State, no charge may be made if it is returned to the original owner or to the holder of the reversionary right.

(b) When the property has been wholly or partially paid for by towns, cities or counties, disposal of the property and of money received therefor must be agreed upon by the governing bodies of the towns, cities and counties and the Department.

(c) When the title to the real property has been acquired in fee pursuant to NRS 408.487 and 408.489 and, in the opinion of the Board, a sale by means of a public auction or sealed bids is uneconomical or impractical because:

There is no access to the property;

(2) The property has value or an increased value only to a single adjoining property owner; or

(3) Such a sale would work an undue hardship upon a property owner as a result of a severance of the property of that owner or a denial of access to a public highway,

• the Board may enter into a direct sale of the property with such an owner or any other person for its fair market value.

(d) When the property has been acquired and the property or any portion of the property is no longer needed for highway purposes, the Department shall give notice of its intention to dispose of the property by publication in a newspaper of general circulation in the county where the property is situated. The notice must include the Department's appraisal of the fair market value of the property. Any person from whom the property was purchased or his heir or grantee may purchase the property at its fair market value by direct sale from the Department within 60 days after the notice is published. If more than one person qualified to purchase the property by direct sale pursuant to this paragraph so requests, the person with the superior claim, as determined by the Department in its sole discretion, is entitled to purchase the property by direct sale. If a person who is entitled to purchase the property by direct sale pursuant to this paragraph reasonably believes that the Department's appraisal of the property is greater than the fair market value of the property, the person may file an objection to the appraisal with the Department. The Department shall set forth the procedure for filing an objection and the process under which a final determination will be made of the fair market value of the property for which an objection is filed. The Department shall sell the property in the manner provided in subsection 2 if:

(1) No person requests to purchase the property by direct sale within 60 days after the notice is published pursuant to this paragraph; or

(2) A person who files an objection pursuant to this paragraph fails, within 10 business days after he receives a written notice of the final determination of the fair market value of the property, to notify the Department in writing that he wishes to purchase the property at the fair market value set forth in the notice.

(e) When the property is sought by another public agency for a reasonable public use, the Department may first offer the property to the public agency at its fair market value.

2. All property, interests or improvements not included within the provisions of subsection 1 must first be offered for sale by the Department singly or in combination at public auction or by sealed bids. If the highest bid received is 90 percent or more of the Department's appraisal of the fair market value of the property, the property may be sold to the highest bidder. The notice and the terms of the sale must be published in a newspaper of general circulation in the county where the property is situated. The auctions and openings of bids must be conducted by the Department. If the property cannot be sold for 90 percent or more of its fair market value, the Department may enter into a written listing agreement with a person licensed pursuant to chapter 645 of NRS to sell or lease the property for 90 percent or more of its fair market value.

3. It is conclusively presumed in favor of the Department and any purchaser for value that the Department acted within its lawful authority in acquiring and disposing of the property, and that the Director acted within his lawful authority in executing any conveyance vesting title in the purchaser. All such conveyances must be quitclaim in nature and the Department shall not warrant title, furnish title insurance or pay the tax on transfer of real property.

4. No person has a right of action against the Department or its employees for a violation of this section. This subsection does not prevent an action by the Attorney General on behalf of the State of Nevada or any aggrieved person.

5. All sums of money received by the Department for the sale of real and personal property must be deposited with the State Treasurer to be credited to the State Highway Fund, unless the Federal Highway Administration participated in acquisition of the property, in which case a pro rata share of the money obtained by disposal of the property must be paid to the Federal Highway Administration.

6. The Department may reserve and except easements, rights or interests from the conveyance of any real property disposed of in accordance with this section or exchanged pursuant to subsection 5 of NRS 408.489. The easements, rights or interests include, but are not limited to:

(a) Abutter's rights of light, view or air.

(b) Easements of access to and from abutting land.

(c) Covenants prohibiting the use of signs, structures or devices advertising activities not conducted, services not rendered or goods not produced or available on the real property.

(Added to NRS by 1957, 693; Å 1959, 599; 1963, 978; 1967, 1743; 1971, 140; 1979, 1781; 1985, 707; 1987, 1812; 1989, 1308; 1991, 1691; 1995, 1140; 2001, 2132)