



AGENDA

1. Welcome / Call to Order/ Roll Call
Governor Steve Sisolak, Lieutenant Governor Kate Marshall, Controller Catherine Byrne, Virginia Valentine, Emil “B.J.” Almberg, Jr., Stephen Ascuaga
 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. Consideration of Annual Appointment of a Vice Chair to the Transportation Board of Directors pursuant to NRS 408.106(4).—*For possible action.*
 4. Consideration of Approval of the February 13, 2020 Nevada Department of Transportation Board of Directors Meeting Minutes—*For possible action.*
 5. Receive Director’s Report—*Informational item only.*
 6. Consideration of Approval of Contracts over \$5,000,000—*For possible action.*
 7. Consideration of Approval of Agreements over \$300,000—*For possible action.*
 8. 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.*
 9. Consideration of Landowners Eugene J. Lepire and Judith L. Lepire Claim for \$495,000 Compensation pursuant to NRS 408.497.—*For possible action.*
 10. Resolution of Relinquishment—*For possible action.*
 - a) Disposal of a portion of NDOT right-of-way, all of the Blue Diamond Drainage Channel, North of SR-160, in the County of Clark, State of Nevada. (SUR 08-40)
 11. Resolution of Relinquishment—*For possible action.*
 - a) Disposal of multiple parcels of land in the area of the IR-15/Cactus Interchange, in the City of Las Vegas, County of Clark, State of Nevada. (SUR 15-21)
 12. Resolution of Relinquishment—*For possible action.*
 - a) Disposal of a portion of NDOT right-of-way on Prater Way and View St., City of Sparks, Washoe county State of Nevada. (SUR 19-15)
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Department of Transportation
Board of Directors
Notice of Public Meeting
1263 South Stewart Street
Third Floor Conference Room
Carson City, Nevada
March 9, 2020 – 9:30 A.M.

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13. Discussion of Nevada Department of Transportation Performance Management Measures and Targets.—*Informational item only.*
 14. Provide an Overview of Project Labor Agreements.—*Informational item only.*
 15. 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.
 16. Executive Session —Receive information from legal counsel regarding potential and existing litigation involving a matter over which the Transportation Board of Directors has supervision, control, jurisdiction, or advisory power and to deliberate toward a decision on the matter (Note: This item may be closed to the public pursuant to NRS 241.015(3)(b)(2) in order to discuss legal matters.)—*For possible action.*
 17. Adjournment—*For possible action.*

NOTES:

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



Department of Transportation
Board of Directors
Notice of Public Meeting
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This agenda was posted at the following locations:

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

Nevada Dept. of Transportation
1263 South Stewart Street
Carson City, Nevada

Nevada Dept. of Transportation
123 East Washington
Las Vegas, Nevada

Nevada Dept. of Transportation
310 Galletti Way
Sparks, Nevada

Nevada Dept. of Transportation
1951 Idaho Street
Elko, Nevada

Governor's Office
Capitol Building
101 N. Carson Street
Carson City, NV

Nevada Public Notice Website
<https://notice.nv.gov/>



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

MEMORANDUM

March 9, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: March 9, 2020 | Transportation Board of Directors Meeting

ITEM #3: Consideration of Annual Appointment of a Vice Chair to the Transportation Board of Directors pursuant to NRS 408.106(4).—*For possible action.*

Summary:

The purpose of this agenda item is to recommend that the State Transportation Board of Directors appoint Lieutenant Governor Kate Marshall to serve as Vice Chair of the Transportation Board for the term of one (1) year pursuant to Nevada Revised Statute 408.106(4).

Background:

Pursuant to NRS 408.106(4), “The governor shall serve as chairman of the board and the members of the board shall elect annually a vice chairman.”

Analysis:

It has been customary to appoint the Lieutenant Governor as the Vice Chair of the Transportation Board. Per the statute, this action is being taken formally to comply with NRS 408.106(4).

List of Attachment(s):

None.

Recommendation for Board Action:

It is recommended that the Board appoint Lieutenant Governor Kate Marshall to serve as Vice Chair of the Transportation Board of Directors.

Prepared by:

Renee Jacobs, Executive Assistant



Nevada Department of Transportation

Board of Directors • Meeting Minutes

February 13, 2020

9:30 A.M.

Meeting Location: 1263 South Stewart Street 123 East Washington Avenue
Third Floor Conference Room Building B
Carson City, Nevada 89712 Las Vegas, Nevada 89101

1. Welcome/Call to Order/Roll Call

Governor Sisolak called the meeting to order on Thursday, February 13, 2020 at 9:30 AM. A roll call was conducted, and a **quorum was established.**

2. Public Comment

There were no public comments.

3. Consideration of Approval of the January 13, 2020 Nevada Department of Transportation Board of Directors Meeting Minutes (For Possible Action)

There were no corrections or changes in the Minutes.

Motion: Approve the January 13, 2020 Nevada Department of Transportation Board of Directors Meeting Minutes
By: Controller Byrne
Vote: Passed unanimously

4. Receive Director's Report (Informational Item)

Director Swallow started the Director's Report by welcoming the Board's newest member, Mr. Stephen Ascuaga. A native Nevadan, Mr. Ascuaga is the Corporate Director of Business Development for Peppermill Resorts. He has served on the Board of Directors for the Reno Sparks Convention and Visitor Authority, Hot August Nights and the Reno Sparks Chamber of Commerce. He just completed his term as the Chairman of the Regional Air Service Corporation. Currently, he sits on the Executive Committee of the Nevada Resort Association. The Director stated she was thrilled to have the opportunity to work with Mr. Ascuaga going forward.



Nevada Department of Transportation

Board of Directors • Meeting Minutes

February 13, 2020

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Governor Sisolak extended his own welcome and said he appreciated Mr. Ascuaga's willingness to participate and serve.

Mr. Ascuaga thanked the Governor and said the onboarding process was exciting and he was learning a lot. He said he looked forward to working with everyone.

Director Swallow continued with her Director's Report with the Department's prime focus: safety. The Director said last year was a good year because every single presentation she did she was able to say they were tracking better than the previous year.

Unfortunately, that is not the case this year, and already, fatalities are tracking higher than last year. There have been 24 fatalities so far this year compared to 22 last year, and that includes four fatalities in three rural counties that had zero fatalities last year. Pedestrian fatalities are up by 50 percent, with Clark County already double their pedestrian fatalities from last year. Fatalities fluctuate from a year-to-year basis and across the state.

Director Swallow then talked about the INFRA grants. Currently, the Federal Highways USDOT has a request for submittals for INFRA grants. NDOT submitted for three last year and are proposing to submit for two this year. The applications are due at the end of the month. The Department is planning on submitting for the I-15 Tropicana Bridge as well as the US-93 climbing lanes north of I-80.

There is a total of \$906M available with a minimum of 25 percent of that going to rural projects which is why the Department is looking at doing one submittal in the rural area to hopefully increase chances of one of them being of interest.

On US-93 north of I-80 they have seen a significant increase in truck traffic as economic development has occurred north in Idaho. The traffic is 34 percent trucks on that corridor, compared to only 9 percent on I-15 through the valley. So, it is a significant truck corridor. It's only two lanes, and what they are seeing is that drivers are making risky choices and trying to pass those trucks, often with disastrous results. The Department wants to make sure that they can provide a safe way for them to do that, especially in the climbing areas where the trucks are slower. So, they are requesting \$6M to help offset the \$12M cost on the climbing lanes and they're requesting \$60M to help offset the \$200M total for Tropicana.



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Director Swallow said she would be attending the AASHTO Washington Briefing in Washington, D.C. when all of the state DOTs come together to examine shared issues/concerns. They will be specifically looking at:

FAST Act. This authorizing language expires this year. The Department will be asking them to re-authorize for a long-term bill, six years, and do it as quickly as possible with as few continuing resolutions as possible. It's really hard to manage the program when there's no certainty of the long-term funding.

They are asking for a robust, long-term bill, one that provides the funding that's necessary for a growing Nevada. Recent transportation bills have provided basically level plus inflation. With the rapid growth in the state they need something more than that; they are asking for them to fund a more robust bill.

They are asking them to allow for flexibility in the formula funds for safety. The Department knows that a lot of the safety incidents on the roads are due to behavior, and if they could flex some of that funding, they might be able to better target the challenges they are having on the roads, things like impaired driving, speeding, et cetera. If they do behavioral programs, they might have better outcomes.

And lastly, they'll be asking them to remove or adjust the mileage cap for designated critical rural freight corridors. There is a Federally funded freight program and those funds can only be applied on the freight network. The challenge is that there's a maximum allowable mileage for non-interstate freight networks, and that is 150 miles per state. They have to figure out which 150 miles would be the critical freight network.

Director Swallow said the Department was getting ready to roll out the Active Traffic Management System. They've entered the final phase of testing on the 42 signs that were installed throughout the Valley. They are located primarily on I-15 between Russell and Washington and on 95 between Valley View and Las Vegas Boulevard. They have put part of the system live so the HOV signs on the left are now live and the speed limit signs on the right are now live. They anticipate the full system will be rolled out by the end of March.

The Director explained the intricacies of the system and how the components work in concert to move traffic through the system in the safest, most efficient manner possible no matter what problems arise. Keeping motorists informed of conditions "downstream" and slowing down overall speed in anticipation of those conditions results in minimizing the chance for secondary collisions. The Director then showed a brief



Nevada Department of Transportation

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February 13, 2020

9:30 A.M.

video in which rice was poured at various rates through funnels into beakers to illustrate the concept that going a little bit slower helps get through the system faster, whether it be just congestion on the road or around an incident.

Director Swallow said they will be working within the next six weeks to share the message with the stakeholders in the cities and the counties, and the media, that drivers will be aware when the active speed limit signs go live, they'll be aware of what to expect and it won't be a surprise.

Member AlMBERG stated he was very supportive of the INFRA Grants for Highway 93 and passing and climbing lanes for Highway 93. He said he had expressed his concern about this very issue, and he was glad these safety concerns were being addressed. The \$6M that has been applied for increasing some of the passing lanes and climbing lanes; that's a great thing.

Member AlMBERG asked about the 150 miles that legislation gave them. How were those miles distributed?

Ms. Sondra Rosenberg, Assistant Director of Planning answered that it's up to the state how those miles are designated but they do not have the authority to determine where those 150 miles go.

Member AlMBERG then asked the Director about the proposed study they were going to conduct to get information about staffing levels and the difficulty filling some positions in the Department.

Director Swallow said she believed DHRM did a study, and they found Department positions were not paid competitively with their private and other local agency counterparts. There's not a lot of room to make adjustments with that because of the state salary system. Currently, they can't adjust NDOT employee wages without also making that same adjustment throughout the state.

Governor Sisolak affirmed they lack the resources to make that same adjustment.

Member AlMBERG said that the Department is very understaffed. Even though they realize their workload goes in peaks and valleys, they are not even staffed to that valley level. He thanked Members for keeping their focus on this ongoing issue.



Nevada Department of Transportation

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9:30 A.M.

5. Consideration of Approval of Contracts over \$5,000,000 (For Possible Action)

Director Swallow said there was just one contract for the Board's consideration, a rehabilitation project in and around the state.

Member Alberg asked when it breaks down and they see the bid schedule, it talks about a uniform traffic control officer, and that's a straight up fee to everybody. Is that just at the straight up cost and everybody includes that in their bid?

Mr. Cole Mortensen, Deputy Director, replied that was correct.

Governor Sisolak said he wanted to congratulate Las Vegas Paving and the Engineer. They came in way under the Engineer's estimate which is over \$2.5M. That's a pretty nice saving of a lot of money.

Motion: Approve Agenda Item 5
By: Member Valentine
Vote: Passed unanimously

6. Consideration for Approval of Agreements over \$300,000 (For Possible Action)

Director Swallow said there were two agreements for the Board's consideration, one for environmental and preliminary design on the MSE walls in Las Vegas, and the other is for the DBE program, disparity study.

Governor Sisolak said he was very appreciative of staff's efforts to supply supporting information for Board questions during every step along the way for these agreements.

Motion: Approve Agenda Item 6
By: Member Valentine
Vote: Passed unanimously



Nevada Department of Transportation

Board of Directors • Meeting Minutes

February 13, 2020

9:30 A.M.

7. Contract, Agreements, and Settlements (Informational Item)

Director Swallow said Item 7 on the Agenda are the contract agreements and settlements that have been approved since the last meeting as per the delegated authority to the Director. It is an information item only.

Governor Sisolak asked if anyone had any questions on Item 7, and there were none.

8. Public Comment

There were no public comments.

9. Executive Session

There was no Executive Session.

10. Adjournment (For Possible Action)

The Governor thanked everyone and said he would accept a motion to adjourn.

Motion: Adjourn the February 13, 2020 Nevada Department of Transportation Board of Directors Meeting

By: Member Valentine

Vote: Passed unanimously



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

MEMORANDUM

February 28, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: March 9, 2020, Transportation Board of Directors Meeting

ITEM #6: Consideration for Approval of Contracts Over \$5,000,000 – *For possible action.*

Summary:

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

Background:

The Department contracts for services relating to the construction, operation and maintenance of the State's multi-modal transportation system. Contracts listed in this item are all low-bid (or guaranteed maximum price for Construction Manager at Risk (CMAR) contracts) per statute.

The attached construction contracts constitute all contracts over \$5,000,000 for which the bids were opened and the analysis completed by the Bid Review and Analysis Team and the Contract Compliance section of the Department from January 10, 2020, through February 6, 2020.

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 for Approval, January 10, 2020, through February 6, 2020.

Recommendation for Board Action:

Approval of the contracts listed on Attachment A.

Prepared by:

Administrative Services Division

Attachment

A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION
CONTRACTS FOR APPROVAL
January 10, 2020 through February 6, 2020**

1. January 16, 2020 at 2:30 PM the following bids were opened for Contract **3807**, Project No. SPI-015-1(076), on I-15 South, at Sloan Interchange, Frontage Road CL61, Sloan Road, from CL 1.38 to CL1.60, and 0.59 miles north of Sloan Interchange to 0.30 miles north of Duck Creek, with the exception of Starr Interchange, in Clark County, to cold mill and place plant-mix bituminous surface with open grade.

| | |
|------------------------------------|----------------|
| Aggregate Industries SWR, Inc..... | \$9,249,429.00 |
| Las Vegas Paving Corporation | \$9,460,000.00 |

Engineer's Estimate.....\$10,678,188.44

The Director recommends award to Aggregate Industries SWR, Inc in the amount of \$9,249,429.00.

Line Item 1



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

MEMORANDUM
Administrative Services

January 30, 2020

To: Kristina L. Swallow, Director
Clifford Lawson, Deputy Director, Project Delivery
Darin Tedford, Assistant Director, Operations

From: Tianne Simpson, Contract Services Manager – Administrative Services

^{DS}
TS

Subject: Concurrence in Award for Contract No. 3807, Project No. SPI-015-1(076), on I-15 South, at Sloan Interchange, Frontage Road CL61 Sloan Road, from CL 1.38 to CL 1.60, and 0.59 Miles North of Sloan Interchange to 0.30 Miles North of Duck Creek, with the exception of Starr Interchange, in Clark County, described as coldmill and place plantmix bituminous surface with open grade. The Engineer's Estimate is \$10,678,188.44.

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

Bid proposals were opened on January 16, 2020. Aggregate Industries SWR is the apparent low bidder at \$9,249,429.00, and they submitted a properly executed proposal, bid bond and anti-collusion affidavit. The second low bidder is Las Vegas Paving Corporation with a bid of \$9,460,000.00.

The project is State funded; required 5.40% SBE participation; and Bidder's Preference was applied but did not affect the successful contractor's ranking.

The subcontractor and supplier listings submitted by the Aggregate Industries SWR have been reviewed and confirmed by Contract Services. The SBE information submitted by the Aggregate Industries SWR has been reviewed and certified by the External Civil Rights office. Aggregate Industries SWR has met the required SBE participation with a 5.42% commitment. The bid is within the Engineer's Estimate Range, and a copy of the Unofficial Bid Results report is attached for your reference. The BRAT Chair has provided his recommendation to award, and the report is attached.

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

Concurrence to award:

DocuSigned by:
Clifford M. Lawson
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Clifford Lawson, Deputy Director

DocuSigned by:
Darin Tedford
59F626D436AD46A...
Darin Tedford, Assistant Director

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

Attachments:
Unofficial Bid Results Report
DBE Sub Approval
BRAT Report



Nevada Department of Transportation
Unofficial Bid Results
 January 17, 2020

| | |
|---|---|
| Contract Number: 3807 Designer: Curtis Hartzell Senior Designer: Samantha Dowd Estimate Range: R29 \$9,550,000.01 to \$11,500,000 Project Number: SPI-015-1(076) | Bid Opening Date and Time: 1/16/2020 2:30 PM Liquidated Damages: \$6,500.00 Working Days: 100 District: District 1 |
|---|---|

County: Clark
Location: I-15 South, at Sloan Interchange, Frontage Road CL61 Sloan Road, from CL 1.38 to CL1.60, and 0.59 miles north of Sloan Interchange to 0.30 miles north of Duck Creek, with the exception of Starr Interchange.

Description: Cold Mill and Place Plantmix Bituminous Surface with Open Grade

| | |
|---|-------------------|
| | <u>Actual Bid</u> |
| Apparent Low Bidder: <u>Aggregate Industries SWR, Inc.</u> | \$9,249,429.00 |
| Apparent 2nd: <u>Las Vegas Paving Corporation</u> | \$9,460,000.00 |

| Bidders: | Certificate of Eligibility | Actual Bid Amount |
|---|----------------------------|-------------------|
| 1 Aggregate Industries SWR, Inc. 4675 West Teco Ave #140 Las Vegas, NV 89118 (702) 649-6250 | ✓ | \$9,249,429.00 |
| 2 Las Vegas Paving Corporation 4420 South Decatur Boulevard Las Vegas, NV 89103 (702) 251-5800 | ✓ | \$9,460,000.00 |



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

MEMORANDUM
Contract Compliance

January 22, 2020

To: Doug Benamati, Deputy Chief – Administrative services

From: Paulita De La Cruz, DBE Specialist

DocuSigned by:

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Subject: NDOT Bidder SBE Information – Contract no. 3807, I-15 South, at Sloan Interchange, Frontage Road CL61 Sloan Road, from CL 1.38 to CL 1.60, and 0.59 miles north of Sloan Interchange to 0.30 miles north of Duck Creek, with the Exception of Starr Interchange, in Clark County.

Cold mill and place plantmix bituminous surface with open grade

Apparent low bid: \$9,249,429.00

The SBE information for MC4 Construction LLC, Benson Construction and Trucking Inc., and J.S.& S Inc. DBA Jemison Surveying & Services, submitted by the apparent low bidder, Aggregate Industries SWR, Inc., has been received by the DBE Office and we have concluded:

MC4 Construction LLC, Benson Construction and Trucking, Inc., and J.S. & S. Inc. DBA Jemison Surveying & Services hold active State of Nevada business licenses and are Nevada certified SBE firms. Additionally, MC4 Construction LLC holds an active Nevada State Contractors Board license. All firms are clear of State disqualification and Federal exclusion.

The SBE goal of 5.40% has been met with a 5.42% SBE committed participation by the apparent low bidder Aggregate Industries SWR, Inc.

The SBE firms are approved for this contract.

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



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

MEMORANDUM
Administrative Services

January 30, 2020

To: Doug Benamati, ASO II - Administrative Services
From: Bid Review and Analysis Team
Subject: BRAT Summary Report for Contract # 3807

The Bid Review and Analysis Team (BRAT) met on January 28, 2020 to discuss bids for the above referenced contract. The following were in attendance:

- Scott Hein, Chief Roadway Design Engineer
- Casey Connor, Assistant Chief Roadway Design Engineer
- Samantha Dowd, Associate Engineer
- Eric Macgill, Associate Engineer
- Michael West, Associate Engineer
- Dale Wegner, FHWA
- Jasen Stoffer, Administrative Services

Via Phone:
Mohamed Rouas, Professional Engineer

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

The apparent low bidder, Aggregate Industries SWR, Inc., submitted a bid which is 87% of the Engineer's Estimate. The BRAT recommends award of this contract.

Submitted:

DocuSigned by:

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Scott Hein, BRAT Co-Chair

cc: Attendees
Dennis Gallagher, Legal
Design Admin

Bid Tabulation**- January 17, 2020 -****Contract No.:** 3807**Description:** Cold Mill and Place Plantmix Bituminous Surface with Open Grade**Location:** I-15 South, at Sloan Interchange, Frontage Road CL61 Sloan Road, from CL 1.38 to CL1.60, and 0.59 Miles North of Sloan Interchange to 0.30 Miles North of Duck Creek, with the Exception of Starr Interchange**Bid Opening:** January 16, 2020, 2:30 PM**Project No.:** SPI-015-1(076)**Project Id:** 74159**County:** Clark**Range:** R29 (\$9,550,000.01 to \$11,500,000)**Working:** 100

| Item No. | Quantity | Unit | Description | Engineer's Estimate | | Aggregate Industries SWR | | Las Vegas Paving Corporation | |
|----------|-------------|-------|--|---------------------|----------------|--------------------------|----------------|------------------------------|----------------|
| | | | | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 2000100 | 50.000 | HOUR | SURVEY CREW | \$300.00 | \$15,000.00 | \$250.00 | \$12,500.00 | \$250.00 | \$12,500.00 |
| 2020925 | 20.000 | EACH | REMOVAL OF PULL BOX | \$275.00 | \$5,500.00 | \$220.00 | \$4,400.00 | \$215.00 | \$4,300.00 |
| 2020935 | 194.000 | CUYD | REMOVAL OF COMPOSITE SURFACE | \$360.00 | \$69,840.00 | \$90.00 | \$17,460.00 | \$35.00 | \$6,790.00 |
| 2020990 | 515,470.000 | SQYD | REMOVAL OF BITUMINOUS SURFACE (COLD MILLING) | \$1.25 | \$644,337.50 | \$1.80 | \$927,846.00 | \$1.50 | \$773,205.00 |
| 2020995 | 2,577.000 | SQYD | REMOVAL OF BITUMINOUS SURFACE (MISCELLANEOUS COLD MILLING) | \$2.00 | \$5,154.00 | \$1.90 | \$4,896.30 | \$5.00 | \$12,885.00 |
| 2060110 | 857.600 | CUYD | STRUCTURE EXCAVATION | \$60.00 | \$51,456.00 | \$44.00 | \$37,734.40 | \$33.00 | \$28,300.80 |
| 2120920 | 56.000 | SQFT | PAVING STONES | \$100.00 | \$5,600.00 | \$98.00 | \$5,488.00 | \$96.00 | \$5,376.00 |
| 3020130 | 155.000 | TON | TYPE 1 CLASS B AGGREGATE BASE | \$54.00 | \$8,370.00 | \$47.10 | \$7,300.50 | \$110.00 | \$17,050.00 |
| 3070100 | 11,562.000 | TON | SHOULDERING MATERIAL | \$22.00 | \$254,364.00 | \$8.70 | \$100,589.40 | \$20.00 | \$231,240.00 |
| 4020100 | 1,415.000 | SQYD | PLANTMIXING MISCELLANEOUS AREAS | \$17.00 | \$24,055.00 | \$19.50 | \$27,592.50 | \$6.50 | \$9,197.50 |
| 4020190 | 59,105.000 | TON | PLANTMIX SURFACING (TYPE 2C) (WET) | \$90.00 | \$5,319,450.00 | \$73.50 | \$4,344,217.50 | \$78.00 | \$4,610,190.00 |
| 4030100 | 1.100 | MILE | MILLED RUMBLE STRIPS | \$2,575.00 | \$2,832.50 | \$8,915.00 | \$9,806.50 | \$4,800.00 | \$5,280.00 |
| 4030120 | 20,490.000 | TON | PLANTMIX OPEN-GRADED SURFACING (1/2-INCH) (WET) | \$105.00 | \$2,151,450.00 | \$91.50 | \$1,874,835.00 | \$101.00 | \$2,069,490.00 |
| 5020400 | 1.000 | FA | REPAIR SUBSTRUCTURE | \$14,000.00 | \$14,000.00 | \$14,000.00 | \$14,000.00 | \$14,000.00 | \$14,000.00 |
| 5020630 | 1.000 | FA | CRACK SEALING | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 |
| 6090260 | 16.000 | EACH | ADJUSTING MANHOLE COVERS (METHOD B) | \$1,500.00 | \$24,000.00 | \$1,425.00 | \$22,800.00 | \$1,700.00 | \$27,200.00 |
| 6100470 | 858.000 | CUYD | RIPRAP BEDDING (CLASS 300) | \$80.00 | \$68,640.00 | \$98.00 | \$84,084.00 | \$60.00 | \$51,480.00 |
| 6130130 | 2.200 | SQYD | DETECTABLE WARNINGS | \$460.00 | \$1,012.00 | \$307.00 | \$675.40 | \$425.00 | \$935.00 |
| 6130350 | 16.000 | LINFT | CLASS A CONCRETE GLUE DOWN CURB (TYPE A) | \$70.00 | \$1,120.00 | \$43.55 | \$696.80 | \$43.00 | \$688.00 |
| 6130570 | 398.000 | LINFT | CLASS A CONCRETE VALLEY GUTTER (TYPE 2) | \$35.00 | \$13,930.00 | \$31.60 | \$12,576.80 | \$31.00 | \$12,338.00 |
| 6131250 | 458.000 | SQYD | CLASS A CONCRETE DRIVEWAY (9-INCH) (REINFORCED) | \$112.00 | \$51,296.00 | \$85.75 | \$39,273.50 | \$84.00 | \$38,472.00 |
| 6131420 | 10.000 | SQYD | CLASS A CONCRETE RAMP (4-INCH) | \$200.00 | \$2,000.00 | \$85.75 | \$857.50 | \$85.00 | \$850.00 |
| 6180250 | 4,964.000 | LINFT | REMOVE AND RESET GUARDRAIL | \$8.00 | \$39,712.00 | \$5.45 | \$27,053.80 | \$5.00 | \$24,820.00 |
| 6190210 | 434.000 | EACH | GUIDE POSTS (FLEXIBLE) | \$51.00 | \$22,134.00 | \$41.40 | \$17,967.60 | \$50.00 | \$21,700.00 |
| 6230232 | 18.000 | EACH | NO. 5 PULL BOX, MODIFIED | \$1,200.00 | \$21,600.00 | \$1,576.00 | \$28,368.00 | \$1,550.00 | \$27,900.00 |
| 6230236 | 2.000 | EACH | NO. 7 PULL BOX, MODIFIED | \$1,500.00 | \$3,000.00 | \$2,718.00 | \$5,436.00 | \$2,670.00 | \$5,340.00 |
| 6230775 | 54.000 | EACH | LOOP DETECTOR | \$750.00 | \$40,500.00 | \$850.00 | \$45,900.00 | \$835.00 | \$45,090.00 |
| 6231820 | 261.000 | LINFT | 3-INCH CONDUIT | \$45.00 | \$11,745.00 | \$45.75 | \$11,940.75 | \$45.00 | \$11,745.00 |
| 6233005 | 1.000 | LS | WEIGH-IN-MOTION SYSTEM (6-LANE CONFIGURATION) | \$240,000.00 | \$240,000.00 | \$289,100.00 | \$289,100.00 | \$285,000.00 | \$285,000.00 |
| 6240130 | 1.000 | FA | UNIFORMED TRAFFIC CONTROL OFFICER | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 | \$70,000.00 |
| 6240140 | 100.000 | DAY | TRAFFIC CONTROL SUPERVISOR | \$700.00 | \$70,000.00 | \$465.00 | \$46,500.00 | \$1,000.00 | \$100,000.00 |
| 6240420 | 20.000 | HOUR | RENT EQUIPMENT (BACKHOE) | \$175.00 | \$3,500.00 | \$162.00 | \$3,240.00 | \$200.00 | \$4,000.00 |

Bid Tabulation**- January 17, 2020 -**

| Item No. | Quantity | Unit | Description | Engineer's Estimate | | Aggregate Industries SWR | | Las Vegas Paving Corporation | |
|----------------|------------|-------|--|---------------------|------------------------|--------------------------|-----------------------|------------------------------|-----------------------|
| | | | | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 6250490 | 1.000 | LS | RENT TRAFFIC CONTROL DEVICES | \$190,000.00 | \$190,000.00 | \$360,000.00 | \$360,000.00 | \$81,000.00 | \$81,000.00 |
| 6270022 | 12.000 | EACH | PERMANENT OVERHEAD SIGN PANEL, RECONSTRUCT | \$1,400.00 | \$16,800.00 | \$3,270.00 | \$39,240.00 | \$2,485.00 | \$29,820.00 |
| 6270150 | 2,326.900 | SQFT | PERMANENT SIGN PANELS (OVERHEAD) | \$25.80 | \$60,034.02 | \$30.10 | \$70,039.69 | \$30.00 | \$69,807.00 |
| 6270160 | 2,298.400 | SQFT | PERMANENT SIGN PANELS (OVERHEAD) (REMOVE) | \$8.00 | \$18,387.20 | \$5.55 | \$12,756.12 | \$1.50 | \$3,447.60 |
| 6270190 | 1,804.800 | SQFT | PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS) | \$80.00 | \$144,384.00 | \$69.70 | \$125,794.56 | \$55.00 | \$99,264.00 |
| 6270220 | 28.000 | SQFT | PERMANENT SIGN PANELS (PANELS ONLY) | \$70.00 | \$1,960.00 | \$41.10 | \$1,150.80 | \$35.00 | \$980.00 |
| 6270240 | 1,471.900 | SQFT | PERMANENT SIGNS, REMOVE | \$6.50 | \$9,567.35 | \$6.26 | \$9,214.09 | \$5.50 | \$8,095.45 |
| 6270250 | 24.700 | SQFT | PERMANENT SIGNS, REMOVE (PANEL ONLY) | \$35.00 | \$864.50 | \$11.60 | \$286.52 | \$5.50 | \$135.85 |
| 6270300 | 12.000 | EACH | VANDALISM DETERRENT | \$1,000.00 | \$12,000.00 | \$2,500.00 | \$30,000.00 | \$1,312.00 | \$15,744.00 |
| 6280120 | 1.000 | LS | MOBILIZATION | \$603,067.27 | \$603,067.27 | \$229,770.90 | \$229,770.90 | \$329,732.55 | \$329,732.55 |
| 6321200 | 15.500 | MILE | POLYUREA PAVEMENT STRIPING (8-INCH SOLID WHITE) | \$6,200.00 | \$96,100.00 | \$5,662.00 | \$87,761.00 | \$6,000.00 | \$93,000.00 |
| 6321210 | 13,784.000 | LINFT | POLYUREA PAVEMENT STRIPING (12-INCH SOLID WHITE) | \$2.50 | \$34,460.00 | \$1.63 | \$22,467.92 | \$1.70 | \$23,432.80 |
| 6321270 | 13.200 | MILE | POLYUREA PAVEMENT STRIPING (8-INCH SOLID YELLOW) | \$6,000.00 | \$79,200.00 | \$5,662.00 | \$74,738.40 | \$6,000.00 | \$79,200.00 |
| 6321300 | 1,008.000 | LINFT | POLYUREA PAVEMENT STRIPING (DOUBLE SOLID YELLOW) | \$5.00 | \$5,040.00 | \$1.63 | \$1,643.04 | \$2.15 | \$2,167.20 |
| 6330100 | 14,543.000 | EACH | NON-REFLECTIVE PAVEMENT MARKERS | \$2.70 | \$39,266.10 | \$1.96 | \$28,504.28 | \$2.25 | \$32,721.75 |
| 6330110 | 5,714.000 | EACH | REFLECTIVE PAVEMENT MARKERS | \$3.00 | \$17,142.00 | \$2.67 | \$15,256.38 | \$2.25 | \$12,856.50 |
| 6341030 | 790.000 | LINFT | THERMOPLASTIC PAVEMENT MARKING (24-INCH SOLID WHITE) | \$8.00 | \$6,320.00 | \$10.90 | \$8,611.00 | \$7.00 | \$5,530.00 |
| 6341060 | 2,029.000 | SQFT | THERMOPLASTIC PAVEMENT MARKING (VARIES) | \$15.00 | \$30,435.00 | \$5.45 | \$11,058.05 | \$7.00 | \$14,203.00 |
| 6370110 | 1.000 | LS | TEMPORARY POLLUTION CONTROL | \$53,563.00 | \$53,563.00 | \$22,000.00 | \$22,000.00 | \$27,500.00 | \$27,500.00 |
| Totals: | | | | | \$10,678,188.44 | | \$9,249,429.00 | | \$9,460,000.00 |

Price Sensitivity

- January 17, 2020 -

Contract No.: 3807
 Project No.: SPI-015-1(076)
 Project Id: 74159
 County: Clark
 Range: R29 (\$9,550,000.01 to \$11,500,000.00)
 Working: 100

RE: Mohamed Rouas
 Designer: Curtis Hartzell

| Engineer's Estimate | Aggregate Industries SWR | Las Vegas Paving Corporation | Diff. Between Low & 2nd | Diff Between EE & Low | Low Bid % of EE |
|---------------------|--------------------------|------------------------------|-------------------------|-----------------------|-----------------|
| \$10,678,188.44 | \$9,249,429.00 | \$9,460,000.00 | \$210,571.00 | -\$1,428,759.44 | 87% |

| Item No. | Quantity | Description | Unit | Engineer's Est. Unit Price | Low Bid Unit Price | 2nd Low Bid Unit Price | Qty Chg Req'd to Chg Bid Order | % Change in Qty Req'd | Low % of EE | Significantly Unbalanced | Price & Quantity Check Comments |
|----------|-------------|---|------|----------------------------|--------------------|------------------------|--------------------------------|-----------------------|-------------|--------------------------|--|
| 2020935 | 194.000 | REMOVAL OF COMPOSITE SURFACE | CUYD | \$360.00 | \$90.00 | \$35.00 | 3,828.56 | 1973% | 25% | Yes | QTY OK / EE High - Price could be \$195.00 |
| 2020990 | 515,470.000 | REMOVAL OF BITUMINOUS SURFACE (COLD MILLING) | SQYD | \$1.25 | \$1.80 | \$1.50 | 701,903.33 | 136% | 144% | No | QTY OK/ EE OK |
| 2060110 | 857.600 | STRUCTURE EXCAVATION | CUYD | \$60.00 | \$44.00 | \$33.00 | 19,142.82 | 2232% | 73% | Yes | QTY OK/ EE OK |
| 3070100 | 11,562.000 | SHOULDERING MATERIAL | TON | \$22.00 | \$8.70 | \$20.00 | -18,634.60 | -161% | 40% | Yes | QTY OK/ EE OK |
| 4020190 | 59,105.000 | PLANTMIX SURFACING (TYPE 2C) (WET) | TON | \$90.00 | \$73.50 | \$78.00 | -46,793.56 | -79% | 82% | No | QTY OK/ EE OK |
| 4030120 | 20,490.000 | PLANTMIX OPEN-GRADED SURFACING (1/2-INCH) (WET) | TON | \$105.00 | \$91.50 | \$101.00 | -22,165.37 | -108% | 87% | No | QTY OK/ EE OK |
| 6100470 | 858.000 | RIPRAP BEDDING (CLASS 300) | CUYD | \$80.00 | \$98.00 | \$60.00 | 5,541.34 | 646% | 123% | No | QTY OK/ EE OK |
| 6131250 | 458.000 | CLASS A CONCRETE DRIVEWAY (9-INCH) (REINFORCED) | SQYD | \$112.00 | \$85.75 | \$84.00 | 120,326.29 | 26272% | 77% | No | QTY OK/ EE OK |
| 6233005 | 1.000 | WEIGH-IN-MOTION SYSTEM (6-LANE CONFIGURATION) | LS | \$240,000.00 | \$289,100.00 | \$285,000.00 | N/A | N/A | 120% | No | QTY OK/ EE OK |
| 6240140 | 100.000 | TRAFFIC CONTROL SUPERVISOR | DAY | \$700.00 | \$465.00 | \$1,000.00 | -393.59 | -394% | 66% | Yes | QTY OK/ EE OK |
| 6250490 | 1.000 | RENT TRAFFIC CONTROL DEVICES | LS | \$190,000.00 | \$360,000.00 | \$81,000.00 | N/A | N/A | 189% | Yes | QTY OK/ EE OK |
| 6270150 | 2,326.900 | PERMANENT SIGN PANELS (OVERHEAD) | SQFT | \$25.80 | \$30.10 | \$30.00 | 2,105,710.00 | 90494% | 117% | No | Quantity should be 2640.2 SQFT, not significant enough to change / EE OK |
| 6270190 | 1,804.800 | PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS) | SQFT | \$80.00 | \$69.70 | \$55.00 | 14,324.56 | 794% | 87% | No | QTY OK/ EE OK |
| 6280120 | 1.000 | MOBILIZATION | LS | \$603,067.27 | \$229,770.90 | \$329,732.55 | N/A | N/A | 38% | Yes | QTY OK/ EE OK |
| 6321200 | 15.500 | POLYUREA PAVEMENT STRIPING (8-INCH SOLID WHITE) | MILE | \$6,200.00 | \$5,662.00 | \$6,000.00 | -622.99 | -4019% | 91% | No | QTY OK/ EE OK |
| 6321270 | 13.200 | POLYUREA PAVEMENT STRIPING (8-INCH SOLID YELLOW) | MILE | \$6,000.00 | \$5,662.00 | \$6,000.00 | -622.99 | -4720% | 94% | No | QTY OK/ EE OK |
| 6370110 | 1.000 | TEMPORARY POLLUTION CONTROL | LS | \$53,563.00 | \$22,000.00 | \$27,500.00 | N/A | N/A | 41% | Yes | QTY OK/ EE OK |

Additional Comments: Bids reviewed and found reasonable. Engineer's Estimate generally a little high. Bid Item 6270150 should be 2640.2 not 2326.90. **Recommend to AWARD**

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? Yes No

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

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

Aggregate Industries - SWR, Inc.

5. Corporate/Business Entity Street Address:

| | |
|---|---|
| Street Address: 4675 W. Teco Avenue, Suite 140 | Website: aggregate-us.com |
| City, State and Zip Code: Las Vegas, Nevada 89118 | Point of Contact Name: David Dziubinski |
| Telephone and Fax No. 7027407335 | Email: david.dziubinski@lafargeholcim.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. 7027407335 | 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) |
|--------------------------------|---------------------------|---|
| John Conlin | Director / President | 0 |
| Jodie Earle | Secretary | 0 |
| Therese Houlahan | Treasurer | |
| David Dziubinski | Director / Vice President | |
| Matthew Woodworth | Director | |
| Aggregate Industries Managemen | Parent Company | 100% |
| | | |
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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.

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

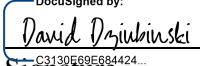
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

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 | N/A | N/A | N/A |
| | | | |
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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:

 Signature David Dziubinski
 General Manager - SW Region
 Title

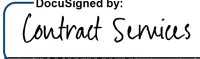
01/20/2020
 Date

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:

 Signature Contract Services
 Contract Services
 Print Name
 Authorized NDOT Representative



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

MEMORANDUM

February 28, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: March 9, 2020, Transportation Board of Directors Meeting

ITEM #7: Consideration for 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:

- Design-Build contracts
- All agreements (and amendments) for non-construction matters, such as consultants, service providers, etc. that obligate total funds of over \$300,000, during the period from January 10, 2020, through February 6, 2020.

Background:

The Department contracts for services relating to the development, construction, operation and maintenance of the State's multi-modal transportation system. The attached consists of new agreements over \$300,000 and amendments which increase the total agreement amount above \$300,000 during the period from January 10, 2020, through February 6, 2020.

Analysis:

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

List of Attachments:

A.) State of Nevada Department of Transportation Agreements for Approval, January 10, 2020, through February 6, 2020

Recommendation for Board Action:

Approval of all agreements listed on Attachment A

Prepared by:

Administrative Services Division

Attachment

A

State of Nevada Department of Transportation
Agreements for Approval
January 10, 2020 through February 6, 2020

| Line No. | Agreement No. | Amend No. | Contractor | Purpose | Fed | Original Agreement Amount | Amendment Amount | Total Amount of prior Amendments | Payable Amount | Receivable Amount | Start Date | End Date | Amend Date | Agree Type | Division | Dir. Office | Division Head | Notes |
|----------|---------------|-----------|---------------------------------|-----------------------------|-----|---------------------------|------------------|----------------------------------|----------------|-------------------|------------|------------|------------|------------------|------------------------|-------------|---------------|---|
| 1 | 14319 | 00 | HDR ENGINEERING, INC. | STATEWIDE PUBLIC ENGAGEMENT | N | \$497,566.00 | - | - | \$497,566.00 | - | 03/09/2020 | 03/31/2022 | - | Service Provider | Director's Office | Cole | Cole | 03-09-20: PROVIDE A STRENGTH, WEAKNESS, OPPORTUNITIES AND THREAT (SWOT) ANALYSIS OF BOTH INTERNAL AND EXTERNAL LEADERSHIP COMMUNICATIONS AND MATERIALS. THE RECOMMENDED RESULTS WILL BE INCLUDED IN A FIVE-YEAR STRATEGIC COMMUNICATIONS PLAN, STATEWIDE. NV B/L#: NVF19851010291-R PROPOSERS: THE ABBI AGENCY, ARGENTUM PARTNERS, FAISS FOLEY WARREN, HDR ENGINEERING, INC., KIRVIN DOAK COMMUNICATIONS, MERICA, BURCH AND DICKERSON, MNG PARTNERS, PENNA POWERS, PURDUE, MARION AND ASSOCIATES, VENONE |
| 2 | 14719 | 00 | ZENDESK, INC. | CUSTOMER TRACKING SYSTEM | N | \$647,800.00 | - | - | \$647,800.00 | - | 03/09/2020 | 12/31/2023 | - | Service Provider | Information Technology | Cole | Dave | 03-09-20: DEPARTMENT-WIDE CUSTOMER SERVICE TRACKING SYSTEM WITH THE ABILITY TO INTAKE INQUIRIES FROM THE PUBLIC, TRACK ISSUES AND COMMUNICATION, INTERACT WITH THE DEPARTMENT'S ENTERPRISE ASSET MANAGEMENT (EAMS) AND MAINTENANCE MANAGEMENT (MMS) SYSTEMS AND FOLLOW UP WITH EXTERNAL USERS ONCE ISSUES HAVE BEEN RESOLVED, STATEWIDE. NV B/L#: NVF20181506608-R PROPOSER: ZENDESK, INC. |
| 3 | 67118 | 01 | CA GROUP, INC. | ENVIRONMENTAL ASSESSMENT | N | \$1,920,413.00 | \$832,304.00 | - | \$2,752,717.00 | - | 03/12/2019 | 06/30/2021 | 03/09/2020 | Service Provider | Project Management | Cliff | Nick | AMD 1 03-09-20: EXTEND TERMINATION DATE FROM 03-31-20 TO 06-30-21 AND INCREASE AUTHORITY BY \$832,304.00 FROM \$1,920,413.00 TO \$2,752,717.00 DUE TO ADDITIONAL ENGINEERING AND PRELIMINARY DESIGN OF A NEW SERVICE INTERCHANGE ON I-15 SOUTH BETWEEN THE SLOAN ROAD AND SAINT ROSE PARKWAY INTERCHANGES. 03-12-19: RE-EVALUATE A NEPA ANALYSIS THAT WAS COMPLETED IN 2008 AND COORDINATE WITH THE BRIGHTLINE CORPORATION, WHO INTENDS TO CONSTRUCT HIGH SPEED RAIL FACILITIES WITHIN THE I-15 CORRIDOR BEGINNING NEXT YEAR. THE PROJECT SCOPE WILL INCLUDE THE RE-EVALUATION OF ALTERNATIVES PREVIOUSLY DEVELOPED AT EACH POTENTIAL INTERCHANGE AND IDENTIFYING I-15 RIGHT-OF-WAY NEEDS ALONG THE I-15 CORRIDOR TO PRESERVE FOR FUTURE I-15 IMPROVEMENTS. IN ADDITION, TECHNICAL HIGH-SPEED RAIL EXPERTISE WILL BE REQUIRED AND COORDINATION WITH BRIGHTLINE'S PLANNED DEVELOPMENT WILL BE REQUIRED, CLARK COUNTY. NV B/L#: NVD20081407877-R |
| 4 | 74219 | 00 | CA GROUP, INC. | CREW AUGMENTATION | Y | \$815,935.28 | - | - | \$815,935.28 | - | 03/09/2020 | 09/30/2021 | - | Service Provider | Construction | Cliff | Sharon | 03-09-20: CONSTRUCTION ENGINEERING SERVICES FOR AUGMENTATION OF CREW 905 FOR THE US-395 PARR-DANDINI BRIDGE PHASE 1A. PERFORM PROFESSIONAL AND TECHNICAL ENGINEERING SERVICES TO ENSURE THAT THE CONSTRUCTION IS ACCOMPLISHED IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS AND ALL OTHER CONTRACT DOCUMENTS, WASHOE COUNTY. NV B/L#: NVD20081407877-R PROPOSER: CA GROUP, INC. |
| 5 | 78119 | 00 | DIVERSIFIED CONSULTING SERVICES | CREW AUGMENTATION | N | \$9,351,416.44 | - | - | \$9,351,416.44 | - | 03/09/2020 | 12/31/2023 | - | Service Provider | Construction | Cliff | Sharon | 03-09-20: CONSTRUCTION ENGINEERING SERVICES FOR AUGMENTATION OF CREW 913 FOR THE SPAGHETTI BOWL XPRESS DESIGN-BUILD PROJECT ON US-395, I-580 AND I-80. PERFORM PROFESSIONAL AND TECHNICAL ENGINEERING SERVICES TO ENSURE THAT THE CONSTRUCTION IS ACCOMPLISHED IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS AND ALL OTHER CONTRACT DOCUMENTS, WASHOE COUNTY. NV B/L#: NVD19901019853-R PROPOSERS: CA GROUP, INC., DIVERSIFIED CONSULTING SERVICES |
| 6 | 79619 | 00 | J & L | JANITORIAL SERVICES | N | \$342,280.00 | - | - | \$342,280.00 | - | 03/09/2020 | 04/01/2022 | - | Service Provider | Buildings and Grounds | Cole | Jim | 03-09-20: PROVIDE JANITORIAL SERVICES TO ALL OFFICES IN THE DEPARTMENT'S HEADQUARTERS CAMPUS, INCLUDING OFFICE SPACE LOCATED AT THE CARSON CITY AIRPORT HANGAR. THIS INCLUDES DAILY CLEANING DURING THE WEEK AND QUARTERLY AND SEMI-ANNUAL TASKS THROUGHOUT THE YEAR, CARSON CITY. NV B/L#: NVD20101116972-R PROPOSER: J&L |

Line Item 1

Request to Solicit Services and Budget Approval (2A)
Amendments for time extensions (time only) do not require a form 2a

x Initial Budget Request Request for Amendment #: Agreement #:

If Amendment, name of Company:

Project ID #(s): Statewide Public Engagement - please use assigned # 143-19-002.

Type of Services: Professional Services



Originated by: Julie Maxey Division: Directors' Office Date Originated: 02/19/2020



Division Head/District Engineer: Cole Mortenson

Budget Category #: 06 Object #: 813W Organization #: A002
Type of Funding: State % of Fund: 100 State Fiscal Year(s): 2020-2022

Amendment Estimated Cost:

Total Agreement Estimated Cost: 500,000

Funding Notes: Estimated spending per year, 2020 = \$250,000, 2021 = \$125,000, 2022 = \$125,000. B002 funding has been verified. If needed Project Mgmt. funds will be available.

Financial Management:

DocuSigned by:
Donna Spelts 02/19/2020
8A78D93AD71E444...
Signature Date

x 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:
Kathleen Meke 02/19/2020
9E9E10973C1B46E...
Signature Date

Director:

DocuSigned by:
Kristina L. Swallow 02/19/2020
C4B612EC2C1E4EB...
Signature Date

143-19-002 Revised

Attachments:

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



If Amendment, attach original Agreement here:

Any additional information to attach: Yes



Purpose of, and Justification for, Budget Request:

Budget document attached.

Scope of Services:

Scope attached.



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

MEMORANDUM

February 14, 2020

TO: Cole Mortenson, Deputy Director

FROM: Julie Maxey, Project Manager

SUBJECT: Negotiation Summary for RFP 143-19-002 Effective Communications, SWOT Analysis, and Strategic Plan

A negotiation meeting was held at Nevada Department of Transportation in Carson City on December 27, 2019, with Reid Kaiser, HDR/the consultant, Jackie Dennis, HDR/the consultant and Kim Pallari, HDR/the consultant, Mary Woods, Cole Mortensen, Tracy Larkin Thomason of the Nevada Department of Transportation in attendance.

The duration of this agreement will be for two years, pending Board approval at the March 9, 2020 meeting, ending on March 31, 2022.

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

Key personnel dedicated to this project are as follows:

| Name | Title | Estimated Number of Hours |
|-------------------------|--------------------------|---------------------------|
| Jaqueline Dennis | Project Manager, HDR | 628 |
| Kim Pallari | Strategic Advisor, HDR | 375 |
| Adrienne Dobrowski | Creative Director, HDR | 490 |
| Tammy Champo | Communications Lead, HDR | 500 |
| Total for Key Personnel | | 1993 |

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

The DEPARTMENT's original estimate was \$500,000.

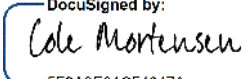
The SERVICE PROVIDER's original estimate was \$764,883, including direct labor (5,154 man-hours of work by the SERVICE PROVIDER), overhead rate of 155.44%, a 10.0% fixed fee, and direct expenses at \$26,397.

The negotiations yielded the following:

1. Scope was reduced from staff man hours, stakeholder focus group meetings and committee meetings, resulting in the final manhours and costs outlined below.
2. There will be 2,916 for all staff man-hours, including key personnel allotted throughout the course of this agreement at a direct labor cost of \$166,374, including a prorated amount for anticipated raises, which will take effect over the term of the agreement.

3. Based upon the direct labor costs and an overhead rate of 155.44 %, the overhead amount will be \$258,612.
4. A fee of 10.0% was agreed to by both parties and will be \$42,499 for this agreement based upon direct labor costs and an overhead rate of 155.44%.
5. The direct expenses agreed to total \$30,082 for reproduction, communication, travel and per diem. There will be no sub-consultants used on this project, and no direct compensation for computer time.
6. The total negotiated cost for this agreement is \$497,566.

Reviewed and Approved:

DocuSigned by:

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Cole Mortensen, P.E., Deputy Director



Scope of Work

**Nevada Department of
Transportation**

**Effective Communication, SWOT
Analysis, and Strategic Plan
143-19-002**

February 3, 2020

Overview

NDOT selected HDR as the successful proposer to conduct a thorough analysis of both its external communication activities and materials and internal leadership communication activities and materials to identify Strengths, Weaknesses, Opportunities and Threats (SWOT). Utilizing the SWOT analysis, HDR will develop and research viable recommendations and include them within a five-year strategic communications plan. The five-year strategic communications plan will identify various audiences and when and how to engage them with specific tactics and key organizational messaging for optimum communication. The five-year strategic communications plan will also highlight recommendations using existing resources, staff and funding, and propose recommendations for communications improvements. This may also entail a review of the strategies utilized and the Communication Department's staffing structure resulting in recommendations regarding potential future outcomes possible with additional resources and staffing. All work will be conducted with the objective to elevate and enhance NDOT's outreach and communication activities achieving organizational priorities and providing effective, reliable, timely and consistent communication to the overall public, key stakeholders and internal staff.

Scope of Work

Task 1 – Project Management

A. Description of Activity

HDR will conduct project management activities, including project setup, administration of project budget and schedule, project management plan and quality control plan, administration of monthly invoice and progress reports, and backup of project files.

B. Work Product

1. Project creation and file storage
2. Project Management Plan
3. Monthly invoice and progress report

C. Assumptions

- Contract begins with Notice to Proceed and will last 24 months.
- NDOT will be provided access to the ProjectWise file where working and final files are stored.

Task 2 – SWOT Analysis of Communications Activities and Communications Plan Development

A. Description of Activity

Conduct a thorough analysis of both NDOT's external communications activities and materials and internal leadership communication activities and materials to identify Strengths, Weaknesses, Opportunities and Threats (SWOT). This activity could include internal interviews with the NDOT Division heads and District Engineer(s) in the following areas: District One (Clark County), District Two (Reno/Carson City), District Three (Rural) and NDOT Headquarters (Carson City) and stakeholder interviews with external partner agencies, board members and media/reporters, among others. It will also include a comprehensive review of NDOT's established internal and external communications channels, strategies, tools and Communication Department staffing structure. Following the review and analysis, strategic goals/recommendations will be established on how NDOT can successfully provide effective communication to its stakeholders, employees and the public. A review process of the recommendations will ensue to determine the viability of each one. The approved recommendations will be incorporated into a Five-Year Strategic Communications Plan that will include a positioning statement, key messaging, implementation timeline, target audiences, specific actionable items for each identified target audience and measurable goals. The areas involved with the SWOT analysis will include: Social Media, Website, Employee Communications, Media Relations, Public Engagement, Customer Service, Legislative Activities, Graphic Design, and Video and Photo Production.

Work Product

1. Staff, Partner Agency and Other Stakeholder Interviews
2. SWOT Analysis
3. Five -Year Strategic Communications Plan

Assumptions

- Assume two drafts (one initial draft and one revised draft including feedback) and one final version of both the SWOT Analysis and Five-Year Strategic Communications Plan.
- Assumes up to 25 internal staff interviews with NDOT Division heads and District Engineer(s) in the following areas: District One (Clark County), District Two (Reno/Carson City), District Three (Rural) and NDOT Headquarters (Carson City), obtaining feedback regarding NDOT that they have received from their family, friends and community stakeholders. These meetings can be conducted as a group with multiple staff and may be considered one meeting.
- Assumes up to 20 stakeholder interviews including external partner agencies, board members and media/reporters among others obtaining their sentiments regarding NDOT and feedback that they have received from their family, friends and the community.
- NDOT will provide conference rooms or meeting space in which to conduct interviews.

- Assumes the Five-Year Strategic Communications Plan will identify specific strategic goals/recommendations (both short and long-term), including, but not limited to, efficiency improvements in current processes with existing staff, resources and funding; potential new approaches and/or processes that could be implemented using existing staff, resources and funding; and potential improvements or new methods/approaches that could be implemented in the future pending increased staff, resources and/or funding.
- Assumes that the Five-Year Strategic Communications Plan will include protocol templates with each template being comprised of a checklist for various scenarios defining the basic steps that need to be executed to communicate a project or activity that currently does or will in the future affect the public. The protocol templates will also define various audiences for the different scenarios, when, how and where to engage the various audiences including stakeholders, the public and the numerous layers of NDOT staff/teams from management to field staff. The protocol templates could assist internal NDOT staff and project engineers including construction management consultants and other vendors.
- Assumes the Five-Year Strategic Communications Plan's goals/recommendations and protocol templates will highlight roles/responsibilities of NDOT, their partners, vendors and contractors denoting when it is a partner/vendor/contractor's responsibility to conduct public outreach regarding a project or activity that will affect the public and when the onus is NDOT's, as well as the checklist outlining the basic steps that need to be implemented to conduct the public outreach. The strategic goals/recommendations and protocol templates will also denote opportunities to further engage with audiences.
- Assumes the Five-Year Strategic Communications Plan will provide recommendations regarding specific tactics to utilize in executing public outreach activities and when and how to best utilize the tactics. For example, tactics are not limited to the following, but could include: news releases, social media, press conferences, public meetings, online public meetings, dynamic message signage, web page, radio, billboards, podcasts, mailers, e-newsletters, presentations, etc. The tactics implemented will be different for various projects.
- Assumes the Five-Year Strategic Communications Plan will detail a five-year road map for messaging and its delivery to the audience(s), recommending key organizational messaging for both internal and external audiences along with recommended messaging for the various scenarios and public outreach activities denoted in the protocol templates.
- Assumes the Five-Year Strategic Communications Plan will be developed from collaboration with NDOT's management, Public Information Office, north, south and rural Division heads and District Offices, District Engineers, partnering agency representatives, board members, media/reporters and others.
- Assumes the production of materials from the NTP will be:
 - six months to develop the SWOT Analysis including identifying interviewees, scheduling, conducting up to 45 interviews, analyzing the data and developing the SWOT Analysis report.
 - Following the finalized SWOT Analysis report, three to six months is anticipated to research and finalize long and short-term communication plan strategies and their viability.

- Following the finalization of the long and short-term recommendations and viability determination, six months is anticipated during which the Five-Year Strategic Communications Plan will be developed and finalized. (From the NTP, 12 to 18 months is anticipated to produce the Five-Year Strategic Communications Plan.)
- The final materials may be able to be developed more quickly than anticipated depending upon logistics (i.e. interviewee availability and scheduling, etc.) and the approval process timeframe.

Task 3 – Other Support Services

A. Description of Activity

As an extension of NDOT’s staff, HDR will be available to be called upon to support communications and engagement efforts throughout the state as needed and requested. This support may come in the form of logistics planning, creative work, messaging, public engagement activities and more.

- Development and implementation of awareness campaigns for Department services (i.e. travel modes and alternative transportation modes, economic development opportunities, minority and non-English outreach, promoting Department core values, public-private partnerships, highlighting partnerships and agency coordination, and representation at local and regional outreach events).
- Legislative support (material development and government relations support).

Work Product

1. TBD based on NDOT work directive and needs, but may include:
2. Awareness campaign materials and engagement support (i.e. advertising materials, billboards, posters, brochures, online ads, animation videos - 1 per campaign, or event signage).
3. Legislative handouts and government relations support.

Assumptions

- HDR will provide budget / scope information upon work directive from NDOT for these additional services.

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? Yes No

3. Number of Nevada Residents Employed (Do Not Leave Blank): 71

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

HDR Engineering, Inc.

5. Corporate/Business Entity Street Address:

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

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

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

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 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

 Title

Craig Smart, PE

 Print Name
 September 13, 2019

 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

Line Item 2

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

147-19-067 REVISED
For Agreement Services Only

Request to Solicit Services and Budget Approval (2A)
Amendments for time extensions (time only) do not require a form 2a

x Initial Budget Request Request for Amendment #: Agreement #:

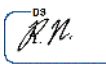
If Amendment, name of Company:

Project ID #(s): 147-19-067

Type of Services: Customer Service Tracking System

 Originated by: Heather Hawkins-Fancher Division: Stormwater

Date Originated: 11/25/2019

 Head/District Engineer: David Wooldridge

Budget Category #: 466006

Object #: 814L

Organization #: A067

Type of Funding: State

% of Fund: 100

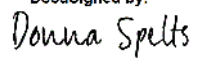
State Fiscal Year(s): FY20,21,22,23

Amendment Estimated Cost:

Total Agreement Estimated Cost: \$647,800

Funding Notes: FY20 \$221,200 FY21 \$142,200 FY22 \$142,200 FY23 \$142,200

Financial Management:

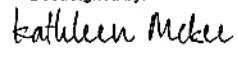
DocuSigned by:

8ABCf3985622490... 12/10/2019
Signature Date

x 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:

9E9F10973C1B46E... 12/10/2019
Signature Date

Director:

DocuSigned by:

C4B812FC2C1E4FB... 12/13/2019
Signature Date

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION**

For Agreement Services Only
147-19-067 REVISED

Attachments:

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



If Amendment, attach original Agreement here:

Any additional information to attach: Yes



Purpose of, and Justification for, Budget Request:

This request is to develop a customer service tracking system for calls, email, website and social media.

Also attached is the first 2A approved for the RFP process and the scope of services. The scope of services has not changed. The RFP process is now complete and the new costs reflect actual amounts needed.

Scope of Services:

See attached



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

MEMORANDUM

1/2/2020

TO: Robert Nellis, Assistant Director

FROM: Beau Safken, Project Manager

SUBJECT: Negotiation Summary for RFP 147-19-067 Customer Service Tracking

A negotiation meeting was held at NDOT HQ in Carson City on 12/23/19, with Zendesk (SERVICE PROVIDER) and Al Diaz/Guinevere Hobdy of the Nevada Department of Transportation (DEPARTMENT) in attendance.

This duration of this agreement will be 3 years, ending on 2023.

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

Copy of RFP attached for scope of services

The following schedule was agreed to by both parties:

| Date | Task to be Completed |
|----------------------------|--|
| After notice to proceed | Zendesk NDOT instance created |
| Within 45 days after NTP | Professional services assistance for setting up instance |
| After above instance setup | Training program for users (PIO/admin staff) |
| | |
| | |

Key personnel dedicated to this project are as follows:

| Name | Title |
|-----------------|---|
| Ryan Holmes | Zendesk representative – customer service |
| Beau Safken | NDOT project manager |
| Guinevere Hobdy | Business representative – NDOT |
| Al Diaz | NDOT project manager |
| | |

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

The DEPARTMENT's original estimate was \$230,000. Original 2A was just for the first year, not for 3 years.

The SERVICE PROVIDER's original estimate was:
Year 1 \$230,000 (professional services + subscription fee 75 users)
Year 2 \$142,000
Year 3 \$142,000
Total \$514,000

The negotiations yielded the following:

The total **negotiated cost for this agreement is \$647,800** as Zendesk subscriptions are annual (Jan 1st to Dec 31st) not based on our July 1st close so second half of 2023 needs budget allocation as well. Detail available on 2A.

Reviewed and Approved:

DocuSigned by:

6640EFE839344AD...
Assistant Director _____

FINAL SCOPE OF SERVICES

- 1) Enable intake of multiple communication methods including
 - a. Telephone calls
 - i. Web based Telephone call support
 - ii. Screen pop in System
 - iii. Call forward to hard line or cell
 - iv. Call recording captured in ticket and stored for 5 years
 - v. Initial call inside email, web form, chat or mobile app ticket (Omnichannel)
 - vi. Warm Transfer
 - vii. Call Barging
 - viii. Live Dashboard
 - ix. Telephone activity reporting out of the box, no integration
 - b. Email
 - c. Website customer friendly form/contact
 - d. Mobile Ticket Submission APP (IOS + ANDROID)
 - i. Ticket Form Submission
 1. Geolocation Capture
 2. Photo Attachments Supported
 - ii. In-App Integration with:
 1. Chat
 2. Request call back
 3. Knowledge base
 - e. Native Social Media Connector - The Below Events Should Automatically Create Tickets without Custom Integration (must by plug and play authentication/connection/linking)
 - i. Twitter posts
 - ii. Facebook wall posts
 - iii. Facebook direct messages
- 2) Out of Box/Automatic ticket creation from the following channels without customization
 - a. Web form
 - b. Mobile app submission
 - c. Inbound call
 - d. Outbound call
 - e. Inbound SMS
 - f. Outbound SMS
 - g. Inbound chat
 - h. Proactive chat
 - i. Inbound email
 - j. Outbound email
 - k. Social Media
- 3) Out of Box/Automatic ticket creation from the following channels without customization.
- 4) Out of Box ability to direct telephone calls after hours to on-call agent.
- 5) Out of Box ability to have voicemail recording transcription trigger business rule that notifies agent after hours for urgent issues. Must be configurable, should not be a customization.
- 6) Archive cases/tickets for 5+ years (information retention requirement of NDOT) – From point of onboarding, nothing prior to system implementation.
- 7) Open API and Open Source Language to Create New Data Model to store, create, view, and utilize data from MMS inside of ticketing system.

- 8) When work orders (In MMS) are completed/closed, SYSTEM should reflect work order completion and create a task for ticket creator to reach out to customer to communicate the resolution of issue.
- 9) SYSTEM should have a means of identifying multiple similar issues to avoid duplicating efforts. Should be able to group multiple similar complaints about the same issue into one work order. SYSTEM should allow many tickets to one work order in MMS. Then one work order being completed prompts many tickets to be completed without coding or customization, needs to be configuration based. This must be able to be supported and maintained with configuration, not coding.
- 10) SYSTEM will be used for tracking customer service interactions for new construction contracts within the state.
- 11) SYSTEM must have training and access capabilities for either first or third-party customer service representatives to use the system. Training should be available for non-technical personnel on an as needed basis.
 - a. Training material must be accessible:
 - i. Inside of support application (without integration)
 - ii. Via at-our-own-ace video training
 - iii. Train the trainer
 - iv. On-site training
 - v. Local user group conferences
 - vi. Customer success engagement for configuration reviews and optimization bi-annually (must be included in license cost, cannot be a separate line item)
- 12) Provider of the SYSTEM needs to have systems integration team internally as we don't want to deal with third party vendors. System integration team must be located in the United States, with ability to come on-site.
- 13) Live chat functionality – ability for NDOT employees to receive chat requests live from customers
- 14) Ticket deflection mechanisms
- 15) Out of the box chat bot – No setup or coding or business rule building to go live with auto self-service options for customer including:
 - a. Knowledge base content
 - b. Chat
- 16) Request a call back or place call from an application on our website, it would be ideal. Call must be supported by systems native telephone solution.

Software Requirements:

- Solution has open APIs that allow seamless integration with legacy applications, third-party solutions, or an external cloud-based service.
- Cloud Platform SaaS products are natively integrated with no special integration required to connect or sync data.
- Solution is mobile enabled out of the box on any device (no custom coding or programming required).
- Multiple major release updates a year are included in the subscription service without any re-configuration, customization, or costs.
- Access to an online application library of pre-built apps that can be added on demand with clicks and not code.
- Solution has built-in as well as on demand, interactive training curriculum and modules.
- Declarative platform includes ability to expand existing application functionality as well as develop additional apps with point and click tools.

- Solution is accessible through a web browser with no software to download or hardware to install.
- Provides a social, collaborative enterprise platform supporting portals and multiple communities.
- Ability to monitor overall cloud system performance and security online.
- Solution provides search results across the entire platform, on any device.
- Collaboration abilities must include the following:
 - o Light agent permissions with ability to create tickets and respond internally only
 - o CC of any individual agent/non-agent
 - o Follow ticket for light agents and agents
 - o 3rd party communications such as slack, email, teams tied to ticket and reportable with ticket metrics
- Smart User Interface recognizes key ticket or end user attributes and automatically sets up interface to provide agent with only the relevant efficiency tools, standard replies, custom applications they need to respond to declutter workspace.
- Provides rapid application development (RAD) features for development, deployment and execution in the Cloud that minimizes the use of resources and coding. Solution supports declarative, model-driven design and one-step deployment.
- 24/7/365 support (US Based Support Only)

Interaction Types:

- Phone Calls, Email (info@ndot.nv.gov), Social Media (Twitter/Facebook/Instagram):
- o Road Hazards (Objects in road, signage issues)
 - o Potholes
 - o Dead Animals on road
 - o Asking for services performed by other departments (DMV, AG etc)

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? Yes No

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

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

Zendesk, Inc.

5. Corporate/Business Entity Street Address:

| | |
|--|--|
| Street Address: 1019 Market Street | Website: www.zendesk.com |
| City, State and Zip Code: San Francisco, CA 94103 | Point of Contact Name: Ryan Holmes |
| Telephone and Fax No. Telephone: 888-670-4487 Fax: N/A | Email: support@zendesk.com |

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

| | |
|------------------------------------|-------------------------------|
| Street Address: N/A | 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) |
|------------------------|-----------------------------|---|
| Mikkel Svane | Chairman and CEO | |
| Caryn Marooney | Board Member | |
| Michelle Wilson | Board Member | |
| Carl Bass | Board Member | |
| Hilarie Koplou-McAdams | Board Member | |
| Michael Frandsen | Board Member | |
| Thomas Szkutak | Board Member | |
| Michael Curtis | Board Member | |
| John Geschke | Chief Legal Officer and SVP | |
| Adrian McDermott | President of Products | |
| Jeff Titterton | Chief Marketing Officer | |
| Tom Keiser | Chief Operating Officer | |
| Elena Gomez | Chief Financial Officer | |
| Norm Gennaro | President of Sales | |
| InaMarie Johnson | Chief People Officer | |

*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 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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:


Hasani Caraway

FAECA2953A0A4BC...
 Signature

Print Name

VP and General Counsel

February 5, 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:

 Signature

 Print Name
 Authorized NDOT Representative

Line Item 3

671-18-015Amd1

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 #: 1 Agreement #: P671-18-015

If Amendment, name of Company: CA Group, Inc.

Project ID #(s): 74230

Type of Services: Engineering Services

DS
NJ

Originated by: Jenica Keller Division: Project Mgmt Date Originated: 01/22/2020

DS
MJ

Division Head/District Engineer: Nick Johnson

Budget Category #: 06-BLDG LND IMP Object #: 814D Organization #: C015

Type of Funding: State % of Fund: 100 State Fiscal Year(s): 2020-2021

Amendment Estimated Cost: \$950,000

Total Agreement Estimated Cost: \$2,870,413

Funding Notes: State Fiscal Year 2020: \$350,000. State Fiscal Year 2021: \$600,000

Financial Management:

DocuSigned by:
Donna Spelts 01/28/2020
6ABCF3985622490...
Signature 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:
Kathleen Meke 01/28/2020
9E9E10973C1B46E...
Signature Date

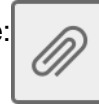
Director:

DocuSigned by:
Kristina L. Swallow 01/31/2020
C4B612EC2C1E4EB...
Signature Date

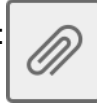
671-18-015Amd1

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-15 South environmental document completed in 2008 identified the need for 2 new service interchanges between Sloan Road and St. Rose Parkway. A re-evaluation of this environmental document contemplates a single interchange in this area and coordinates with another team who intends to construct high speed rail facilities within this same corridor beginning in 2020. The design of these two projects must be coordinated. Preliminary interchange design services are needed to set the geometry and identify right-of-way needs for the new interchange. Internal resources are not available to meet the schedule of this project. CA Group has performed the current efforts for the reevaluation of the environmental document and this work is required to finalize the reevaluation.

Scope of Services:

The scope of services for this amendment will include preliminary design services for a new service interchange on I-15 South between the Sloan Road and St Rose Parkway Interchanges.

See attached for more detail.



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

MEMORANDUM

February 3, 2020

TO: Clifford Lawson, Deputy Director
FROM: Jenica Keller, Senior Project Manager
SUBJECT: Negotiation Summary for Amendment 1 to Agreement P671-18-015

DocuSigned by:
Jenica Keller
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On March 12, 2019, NDOT parties entered into Agreement No. P671-18-015 with CA Group, Inc., to provide an Environmental Assessment Re-Evaluation and High-Speed Rail (HSR) expertise along the I-15 South Corridor between Sloan Interchange and Tropicana Avenue.

The Scope of Services includes preparing an Environmental Assessment Re-Evaluation for the I-15 South Corridor and providing high speed rail expertise for the review and coordination of the proposed high-speed rail corridor within NDOT's right-of-way and/or easements from the Nevada State line in Primm, Nevada, to the rail's final terminus within urbanized Las Vegas, Nevada.

Due to the need to assist the Department with additional engineering in the I-15 South Corridor, the Scope of Services must be increased to include preliminary design of a new service interchange on I-15 South between the Sloan Road and St. Rose Parkway Interchanges.

To accommodate this increase of scope, the total amount of the agreement must be increased by \$832,304.

This amendment adds 1.5 years to the agreement for a new end date of June 30, 2021.

The DEPARTMENT's original estimate was \$942,371 including direct labor (4,784 man-hours of work by the SERVICE PROVIDER), overhead rate of 104.62%, a 10% fee, and direct expenses at \$280,000 (including sub-consultant expenses).

The SERVICE PROVIDER's original estimate was \$1,278,305, including direct labor (7,352 man-hours of work by the SERVICE PROVIDER), overhead rate of 104.62%, a 10% fee, and direct expenses at \$410,013 (including sub-consultant expenses).

The negotiations yielded the following:

1. There will be an additional 4,556 total man-hours allotted to this agreement.
2. An additional fee of \$55,008 was agreed to by both parties.
3. The total negotiated cost for this Amendment, including direct labor, overhead, fee and direct expenses will be \$832,304. The new total cost of this Agreement will be \$2,752,717.

Reviewed and Approved:

DocuSigned by:
Clifford M. Lawson
609C7D74BB4A443...
Deputy Director

Attachment B I-15 South Preliminary Design Scope

Project Description

The proposed amendment consists of providing a 30% preliminary design to establish a right-of-way footprint and conceptual level engineering cost estimate for a new interchange between Sloan Road and St. Rose Parkway along the I-15 corridor. The design will most likely also require some reconfiguration design for Las Vegas Boulevard adjacent to the interchange. In addition, the 30% design will need to incorporate and reasonably accommodate the proposed Virgin Trains US proposed alignment as part of the interchange's design.

1 MANAGEMENT

1.1 Project Management (NEPA and Engineering)

It is anticipated five (5) coordination meetings in Las Vegas between the SERVICE PROVIDER, the DEPARTMENT, and local agencies. Meetings anticipated are as follows:

- Meeting #1: Coordination with City of Henderson
- Meeting #2: Coordination with Virgin Trains
- Meeting #3: NDOT/FHWA Coordination Meeting
- Meeting #4: Follow-Up Coordination with City of Henderson
- Meeting #5: Coordination with Clark County

1.2 Quality (NEPA and Engineering)

1.2.1 QA/QC (NEPA and Engineering)

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

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

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

2 ENGINEERING

2.1 Engineering Task Management

An Engineering Task Manager will coordinate with the Project Management team and other discipline Task Leaders as needed for the development of the amendment scope. Typical responsibilities include the following:

- Provide staff direction for task execution
- Guide project design deliverables and recommendations
- Communicate engineering design progress with the Project Management Team
- Review discipline progress against schedule, monitor the task budget and report monthly progress

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

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

2.2 Survey and Mapping

2.2.1 Aerial Mapping

The SERVICE PROVIDER will provide Aerial Mapping for the amendment project limits from Warm Springs Road to Sloan Road, between 500' west of I-15 and 500' east of Las Vegas Boulevard. Mapping will be located to the DEPARTMENT's state coordinate plane.

2.2.2 Base Map Development

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

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

2.2.3 Right-of-Way Base Mapping

The SERVICE PROVIDER will develop a right-of-way base map based on field survey monuments and right-of-way engineering drawings provided by

the Department for the amendment project limits. Clark County GIS right-of-way mapping will be utilized for private parcel boundaries.

2.3 30% Interchange Design

The SERVICE PROVIDER will develop a 30% Preliminary Interchange Design to establish the project roadway footprint. The design will incorporate roadway, drainage, geotechnical, traffic, and structural design element to aid in establishing a more refined cost estimate and identify right-of-way needs.

2.3.1 Roadway

SERVICE PROVIDER will develop up to three different interchange alternative layouts for the Department's consideration. SERVICE PROVIDER will work closely with the Department to select a preferred interchange layout and access connection. SERVICE PROVIDER will develop horizontal and vertical alignments including, superelevation for all interchange elements for the preferred alternative. The roadway design will coordinate with the traffic operational analysis to define lane configuration and queue storage needs at ramp termini and adjacent intersections within the project limits for the preferred alternative.

SERVICE PROVIDER will develop a proposed interchange DTM modeling identifying cut/fill limits. Roadway drainage will need to be considered in the footprint development to include any existing culvert extensions, water quality basins, and other potential drainage needs.

SERVICE PROVIDER will develop a preliminary plan set which will include the following:

- Title Sheet
- Location Sketch
- Typical Section (no pavement sections defined)
- Roadway Plans (to include preliminary striping layout)
- Roadway Profiles

2.3.2 Structures

SERVICE PROVIDER will develop preliminary layouts for two bridge structures (cross street over I-15 and Las Vegas Boulevard) and up to four significant walls. The SERVICE PROVIDER will include a preliminary engineering cost estimate for construction of the bridges and walls. SERVICE PROVIDER will not be required to submit a bridge or retaining wall type selection report at this time. SERVICE PROVIDER to assume cast-in-place post tensioned bridge structure type for preliminary layout. Structural cost estimates will be completed on square foot cost basis.

2.3.3 Drainage

2.3.3.1 Research and Data Acquisition

The SERVICE PROVIDER shall request, research, compile, and review data as needed to proceed with hydrologic and hydraulic analysis and design for the Project, including but not limited to:

- Record drainage studies and Consultant prepared Technical Drainage Studies and Permits available through the District I Permit Office and local entities
- Record design plans from the DEPARTMENT and local entities
- Clark County GIS datasets for hydrologic analysis
 - Parcel Data
 - 2-foot Contours for off-site basin tributary areas (where available)
 - Land Use Mapping
- NRCS soils survey data
- FEMA FIS Hydrologic and Hydraulic technical data used in floodplain mapping
- USGS gauge data for the Tropicana Wash/other locations as applicable
- A comprehensive existing facilities inventory report will not be included. A report with a general summary of existing drainage facilities with their existing current conditions report will be included.
- Identify significant drainage facilities within the project footprint and the potential impact of the proposed interchange to those facilities. Identify qualitatively the potential need for any betterments or extensions that may be required to those significant facilities as part of the new interchange construction.
- Identify any drainage or flooding problem areas in the project vicinity through site visits and discussions with District I Maintenance.

Deliverables:

- PDF Draft Existing Drainage Facilities Existing Conditions report
- PDF Final Existing Drainage Facilities Existing Conditions report

2.3.4 Traffic Operational Analysis Assessment

2.3.4.1 Data Collection

The SERVICE PROVIDER will coordinate with NDOT Traffic Information to collect traffic volumes from the available NDOT counters on I-15 and ramps for the year 2020. The SERVICE PROVIDER will collect the travel time along I-15 between Sloan Road and St. Rose Parkway, and the intersection turning movement counts at the following eight intersections.

The SERVICE PROVIDER will request 2020 existing traffic signal timing plans from RTC-FAST.

- I-15/St. Rose Ramp Terminals
- St. Rose Parkway/Southern Highland Parkway
- St. Rose Parkway/Las Vegas Boulevard
- Las Vegas Boulevard/Via Inspirada Access Road
- I-15 NB Ramps/Las Vegas Blvd/Sloan Road
- Sloan/I-15 SB On-Ramp
- Sloan/I-15 SB Off-Ramp
- Sloan/Las Vegas Boulevard

2.3.4.2 Traffic Forecasting

The SERVICE PROVIDER will follow methodologies per NDOT Traffic Forecasting Guidelines (2012) and Southern Nevada Traffic Study. The SERVICE PROVIDER will prepare a brief Traffic Forecasting Methodology Memorandum documenting all the data sources, proposed methodology, and the assumption to the Department for review and approval. The SERVICE PROVIDER will prepare City of Henderson land use data into proper format for use in the RTC TransCAD model. The SERVICE PROVIDER will produce the 2020 and 2040 OD matrices from the RTC TransCAD model and utilize it in Aimsun Next model to calibrate 2020 traffic volumes. The base year will be 2020, opening year 2025 and the design/horizon year will be 2040. The 2025 OD matrices will be developed by interpolating the 2040 OD matrices. The 2025 and 2040 OD matrices created in Aimsun Next project subarea will be used for both No-Action and Build Alternatives. Traffic forecasting will be performed in Aimsun Next by post processing the Aimsun Next output for all future years for both AM and PM time periods. Peak-hour traffic volumes for I-15 and intersections will be included in the memorandum.

Deliverables:

- Traffic Forecasting Methodology and Assumptions Memorandum
- Traffic Forecasting Memorandum

2.3.4.3 Traffic Operations Analysis

The Service Provider will prepare and submit the Traffic Modeling, Calibration and Operation Analysis Methodology memorandum to the Department for approval. The Service Provider will coordinate with the Department to receive the Aimsun Next Subarea Model for this project.

The Traffic Operation Analysis limits includes:

- I-15: South of Sloan Road to north of St Rose Parkway
- Intersections:
 1. St Rose/Southern Highlands

2. St Rose/I-15 (SPUI)
3. St Rose/Las Vegas Blvd
4. Las Vegas Blvd/Via Inspirada Access Rd
5. I-15 NB Ramps/Las Vegas Blvd/Sloan
6. Sloan/I-15 SB On-ramp
7. Sloan/I-15 SB Off-ramp
8. Sloan/Las Vegas Blvd

Below is the list of scenarios for traffic operation analysis:

1. 2020 Base Year (Existing Condition)
2. 2040 No-Action
3. 2040 Build Alternatives (up to 3)
4. 2025 No-Action
5. 2025 Recommended Alternative

The 2020 base year Aimsun Next microsimulation model will be developed and calibrated with the 2020 geometric configuration for both AM (6:30 to 9:30) and PM (3:30 to 6:30) peak periods. The RTC provided 2020 regional OD matrices will be run in Aimsun Next Model and a traversal will be created for this Project subarea. The calibration MOEs include Traffic Volumes, Speed and Travel Time. The Service Provider will calibrate the Aimsun Next model to meet the Department targets of the selected MOEs to replicate the field conditions. The Aimsun Next Confidence and Calibration Report will be submitted to the Department along with the 2020 base year calibrated models for approval.

Upon approval of the 2020 base year calibrated models by the Department, the Service Provider will extract the traffic operations results for both AM and PM peak periods. Model results include Network Wide MOEs, density/speed for freeway and ramp segment, and intersection delay. In addition, the Service Provider will prepare exhibits for Line diagrams to show the traffic operations. The summary of the 2020 base year traffic operations results will be included in the Traffic Report.

The Service Provider will develop and analyze the Design/Horizon year 2040 No-Action Aimsun Next Model. The 2040 OD matrices will be created with the Aimsun Next Project subarea. The 2040 No-Action will include any/all planned RTP projects within the study limits. The 2040 No-Action Aimsun Next Model results for the Network Wide MOEs, density and speeds for freeway and ramp segments, and intersection delay will be included in the Traffic Report.

The Service Provider will develop and analyze up to three (3) Alternatives for the Design/Horizon Year 2040. The 2040 No-Action OD matrices will be used for the analysis of each Alternative. Traffic signal timings will be

adjusted as needed for each Alternative within the Aimsun Next Model. Traffic operation results of 2040 Alternatives will be compared with the 2040 No-Action. These traffic operation results, along with other project decision factors will be used to select a recommended Build Alternative. The Service Provider will prepare exhibit for Line diagrams to show the traffic operations for each segment.

After selecting the recommended Build Alternative, the Service Provider will develop and analyze Opening year 2025 No-Action and 2025 Recommended Alternative. The 2025 OD matrices developed within the Aimsun will be used for the traffic operation analysis. Traffic operation results for Network Wide MOEs and Line diagrams for 2025 will be included in the Traffic Report.

Deliverables

- Traffic Modeling, Calibration & Operation Analysis Methodology Memorandum
- Aimsun Next Confidence & Calibration Report
- Aimsun Next Calibrated Models (AM & PM)
- Traffic Report (Draft & Final)

2.3.5 Utilities

SERVICE PROVIDER shall utilize existing as-built data collected from the original scope and enter information into Microstation CAD format and identify potential conflicts within the amended 30% interchange footprint.

2.3.5.1 Preliminary Utility Alternative Exhibits and Preliminary Utility Conflict Matrix

The SERVICE PROVIDER will prepare a Preliminary Alternative Utility plans and Utility Conflict Matrix for the 30% Interchange Alternative and applicable refinements, identifying the locations of all existing public and private (if known) utilities within existing and proposed right-of-way and those potentially affected by the interchange and any refinements. The plans and matrix will include, but are not limited to:

2.3.5.2 Preliminary Utility Alternative

- Exhibits will identify major utility conflicts requiring significant coordination efforts
- Exhibits will identify locations for possible SUE (potholing is not included in this scope of services)
- Exhibits depicting the evaluation of potential utility relocation design will be prepared and coordinated with the respective utility company to determine feasibility, impacts and possible cuts

2.3.5.3 Preliminary Alternative Utility Conflict Matrix

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

Deliverables:

- PDF Preliminary Utility Exhibits for the 30% interchange footprint
- PDF Preliminary Utility Conflict Matrix for the 30% interchange footprint
- Preliminary utility quantities for each major utility conflict for the 30% interchange footprint

2.4 Preliminary Plans and Estimate of the Preferred Alternative

SERVICE PROVIDER will develop and prepare preliminary drawings for the Preferred Alternative to a 30% level of design completion for NDOT's use in future procurement of final design and construction. SERVICE PROVIDER will also prepare a preliminary cost estimate for the interchange. Cost estimate will be based on actual quantities for roadway items, square footage-based cost for structures, and utilize reasonable percentage-based estimates for disciplines not preliminary designed such as drainage, ITS, signing, lighting, etc. The final plans will include the following plan sheets:

2.4.1 Preliminary Plan Sheets & Estimate

- Title Sheet
- Location Sketch
- Typical Sections
- Location Control Sheets (provided by DEPARTMENT)
- Roadway Plans (including striping shown graphically)
- Roadway Profiles
- Preliminary Sign Plans (Guide sign locations determined)
- Structures Front sheets for all bridges
- ROW Plans/Exhibits (any acquisition parcels)
- Structure Lists are not included in this scope of services
- Special Details as applicable/needed to convey the design intent
- Preliminary Estimate

Deliverables:

- PDF Preliminary Plans and Estimate for the Preferred Alternative

2.5 Provide Support for Miscellaneous Management Items:

Provide miscellaneous support for additional items not described specifically in the scope. Work to be performed as requested by the DEPARTMENT Project Manager.

3. NEPA COMPLIANCE

No additional NEPA Re-evaluation or technical study work is anticipated as part of this amendment. Only additional Section 3 tasks are for one (1) new public information meeting.

3.1. Public and Agency Involvement

A public meeting is not required. The service provider will develop an approach to inform and receive comments for only those property owners, tenants, agencies and other stakeholders potentially affected by the proposed changes to the project occurring south of the St. Rose Parkway interchange. This approach may utilize a combination of print and electronic media and service English and Spanish language audiences. The service provider will be responsible for all costs associated with implementing the public and agency involvement. This outreach effort will occur prior to preparation of the administrative draft reevaluation document.

Public education campaign elements may include:

- Design and development of bilingual collateral materials
- Development of I-15 South page on NDOT website with independent URL, where materials will be posted for download, along with project description and contact information
- Development of social media content and calendar in coordination with Southern Nevada NDOT PIOs; partnering with City of Henderson and Clark County PIOs to repost messages
- Assisting NDOT PIOs with press release to distribute project information to the media/guide stakeholders to the project web page
- Providing approved project materials to City of Henderson Ward 2, and Clark County Districts F and A, for distribution to their constituents
- Distributing information to area stakeholders, including:
 - Residential neighborhoods southeast of I-15/St. Rose Parkway Interchange (distribution via HOA management/Next Door)
 - M Resort
 - Executive Airport
 - CCSD Transportation Department Bus Yard
 - Inspirada communities via HOA management/Next Door
 - Businesses along South Las Vegas Blvd and to the east of I-15 between St. Rose and Sloan, including Camping World, Dig This, Bermuda Palms RV Park and Speed Vegas

- Stakeholders west of I-15 between St. Rose and Sloan, including the US Army Reserve Center, American Eagle/Cemex/Ready Mix

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? Yes 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:

| | |
|----------------------------------|-------------------------------|
| 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) |
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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.

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 |
|----------------------------------|--|--|--|
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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:

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 4

742-19-040

Request to Solicit Services and Budget Approval (2A)
Amendments for time extensions (time only) do not require a form 2a

x Initial Budget Request Request for Amendment #: Agreement #:

If Amendment, name of Company:

Project ID #(s): 60941

Type of Services: Engineering Services

DS SF

Originated by: Tonia Andree Division: Construction Date Originated: 10/22/2019

DS CM

Division Head/District Engineer: Sharon Foerschler

Budget Category #: 06 Object #: 814B Organization #: C040

Type of Funding: Fed/State % of Fund: 95% State Fiscal Year(s): FY 20, 21

Amendment Estimated Cost:

Total Agreement Estimated Cost: 817,905.06

Funding Notes: \$143,966.76 in FY 2020; \$673,938.30 in FY 2021

Financial Management:

DocuSigned by:
Gizachew Bewdu 10/24/2019
6ABC3985622400...
Signature Date

x 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:
Kathleen McKee 10/24/2019
9E9E10973C1B46E...
Signature Date

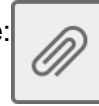
Director:

DocuSigned by:
Kristina L. Swallow 10/28/2019
C4B612EC2C1E4EB...
Signature Date

742-19-040

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:

As a result of the crew workload, and scope of the project, the Construction Division is requesting approval to proceed with a solicitation to provide construction crew augmentation services.

Scope of Services:

The scope of services include providing Construction Engineering Services for the Augmentation of Crew 905 for the oversight of US 395 Parr-Dandini Bridge-Phase 1A, Project ID 60941, Project No. NHP-395-2(044). The estimated duration of this contract is 120 working days.



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

MEMORANDUM

February 6, 2020

TO: Cliff Lawson, Deputy Director

FROM: Tonia Andree, Project Manager

ds


SUBJECT: Negotiation Summary for RFP 742-19-040 Construction Augmentation Services for Crew 905 for the oversight of the Parr-Dandini Bridge Phase 1A, Project ID 60941, Project No. NHP-395-2(044)

A negotiation meeting was held at the Crew 905 Field Office in Sparks, Nevada on February 4, 2020, with Shawn Meagher and Peter Booth with CA Group and Andrew Lawrence and Tonia Andree of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DBE goal for this agreement has been established at four and eighty-nine hundredths percent (4.89%).

The duration of this agreement will be for approximately eighteen (18) months, ending on September 30, 2021.

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

The Scope of Services was reaffirmed by both parties at the outset, see attachment A.

Key personnel dedicated to this project are as follows:

| Name | Title |
|---------------|--------------------|
| Shawn Meagher | Principal Engineer |
| Peter Booth | Assistant Resident |
| George Nicely | Inspector Level IV |

Sub-consultant information regarding Project Descriptions on active Agreements:

| Sub-Consultant | Project Description | Agreement No. |
|----------------------------------|--|---------------|
| Construction Materials Engineers | District II – On Call Construction Management Services | P638-17-040 |
| Taylor Made Solutions | RE Academy (Sub-consultant) | P373-15-040 |

The DEPARTMENT's original estimate was \$817,905.06 including direct labor and expenses.

The SERVICE PROVIDER's original estimate was \$1,199,616.64 including direct labor and expenses.

The negotiations yielded the following:

1. Discussed and agreed to the addition of personnel to be assigned any out of state inspection/testing duties in the event the bridge elements are manufactured outside of Nevada. Mike Weber with CME is qualified to fill this role and will be billed at the same rate as the Level IV Inspector.
2. Agreed to an added value position to assist with the documentation duties as needed. This position will be part-time and utilized at the discretion of the Resident Engineer. This role will be billed at the same rate as the Level III Inspector.
3. All over-time will be pre-approved by the Resident Engineer. Approvals will be included with the monthly invoices as backup documentation. Overtime is accrued after forty (40) regular hours are worked in a week.
4. The Principal Engineer will be allowed to bill up to a total of six (6) hours per month.
5. Man-hours were adjusted based on the contract scope of work and assumed level of staffing needs.
6. The loaded hourly rate for the Assistant Resident was reduced based on historical data.
7. Approved up to \$3,000 per month for office space due to the lack of space available in the NDOT crew office to accommodate additional staff.
8. The total projected man-hours allocated for this project is 4,902.
9. The total negotiated cost for this Agreement is \$815,935.28.

Reviewed and Approved:

DocuSigned by:
Clifford M. Lawson 02/06/2020
600C7D7ABB4A442
Deputy Director

Attachment A
Scope of Services

CONSTRUCTION CREW 905 AUGMENTATION FOR PROJECTS NHP-395-2(044) ON
US 395 IN WASHOE COUNTY

SCOPE OF SERVICES

The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure that the construction of Contract 3891, Project NHP-395-2(044), US 395 Parr-Dandini Bridge Phase 1A in Washoe County is accomplished in conformance with the plans, specifications, and all other contract documents.

The SERVICE PROVIDER shall provide up to one (1) Assistant Resident, one (1) Public Information Officer, one (1) Inspector level IV for on-site inspection, (1) one Inspector/Tester level IV for off-site inspection and testing, one (1) part-time Office Person, one (1) Inspector level III, one (1) Tester, nuclear gauges as needed, trucks, iPads, and cell phones. The Assistant Resident Engineer and Inspector level IV are considered “key personnel” for this augmentation. The SERVICE PROVIDER shall provide incidental equipment as may be required by the DEPARTMENT. Due the intermittent nature of some of the positions required for this augmentation multiple roles may be filled by one qualified team member. Out-of-State travel may be required for the Inspection and Testing of precast bridge elements.

The SERVICE PROVIDER shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats and vests meeting the current DEPARTMENT standards for Work Zone Apparel.

The SERVICE PROVIDER shall provide a Principal Engineer to act as Project Manager. The Principal Engineer shall be limited to billing no more than six (6) hours per month, unless prior approval for additional hours is obtained from the DEPARTMENT.

The Principal Engineer shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

The SERVICE PROVIDER shall provide personnel who possess the experience, knowledge and character to adequately perform the requirements of these services, so as not to delay the progress of construction. The SERVICE PROVIDER shall become familiar with the standard practices of the DEPARTMENT and shall ensure all personnel provided to work on the project become familiar with the DEPARTMENT's contract documents, including the plans, specifications, special provisions, and any change orders thereto. The SERVICE PROVIDER shall perform the procedures for office management, documentation, field inspection and field testing in accordance with the DEPARTMENT's specifications, Construction Manual, Field Testing Guide, Field Inspection Guide, Construction Survey Manual, and Documentation Manual.

The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training, including safety training, or equipment necessary to perform the assigned duties, including but not limited to certification as a Water Pollution Control Manager, inspection and implementation of Storm Water Pollution Prevention Plans (SWPPP), certification as a Traffic Control Supervisor, testing, and inspection. Personnel provided shall be approved by the DEPARTMENT prior to performance of work on this project.

The SERVICE PROVIDER shall provide its own or lease trucks and cell phones for all personnel who need to perform work outside of the office. Vehicles shall be equipped with high intensity flashing yellow strobe lights.

The SERVICE PROVIDER shall equip Inspectors with an iPad capable of supporting the Mobile Inspector™ software utilized by the DEPARTMENT for documenting field inspection activities.

All testing personnel shall meet and be certified under the American Concrete Institute (ACI) as Concrete Field-Testing Technician - Grade I; Nevada Alliance for Quality Transportation Construction (NAQTC) guidelines; certification under Western Alliance for Quality Transportation Construction (WAQTC) guidelines will be accepted in lieu of NAQTC. The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training or equipment necessary for the use of any hazardous materials required to perform testing on this project.

When nuclear gauges are required, the Service Provider shall have current licenses as required by the appropriate regulatory agencies. Personnel who operate or transport any nuclear density gauge shall have in their possession evidence of current certification pertaining to the nuclear density gauges under their control. The Service Provider shall be responsible to provide their own storage facility and transportation for nuclear density gauges.

The SERVICE PROVIDER shall equip office staff that will be utilizing the AASHTOWare Project™ program with a compatible device that has Adobe Pro or other PDF-editing/creating software installed.

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? Yes No

3. Number of Nevada Residents Employed (Do Not Leave Blank): 52

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

CA Group, Inc.

5. Corporate/Business Entity Street Address:

| | |
|---|--|
| Street Address: 2785 South Rainbow Blvd | Website: www.c-agroup.com |
| City, State and Zip Code: Las Vegas, NV 89146 | Point of Contact Name: James Caviola |
| Telephone and Fax No. 702.418.6822 | Email: 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: |

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 | 50 |
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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.

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 |
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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.

 _____

James Caviola

Signature

President

Print Name

2-6-20

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: _____

Signature _____

Print Name _____
Authorized NDOT Representative

Line Item 5

781-19-040

Request to Solicit Services and Budget Approval (2A)
Amendments for time extensions (time only) do not require a form 2a

x Initial Budget Request Request for Amendment #: Agreement #:

If Amendment, name of Company:

Project ID #(s): 60884

Type of Services: Engineering Services - Construction Management

DS
SF

Originated by: Tonia Andree Division: Construction Date Originated: 11/20/2019

DS
CM

Division Head/District Engineer: Sharon Foerschler

Budget Category #: 06 Object #: 814B Organization #: C040

Type of Funding: State % of Fund: 100 State Fiscal Year(s): FY 20 - 23

Amendment Estimated Cost:

Total Agreement Estimated Cost: \$9,352,833.00

Funding Notes: \$574,518.00 in FY 20, \$3,507,262.50 in FY21, \$3,606,057.00 in FY22, \$1,664,995.50 in FY23

Financial Management:

DocuSigned by:
Felicia Denney 11/22/2019
B02A4C177414466...
Signature Date

x 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:
Kathleen Meke 11/25/2019
9E9E10973C1B46E...
Signature Date

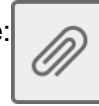
Director:

DocuSigned by:
Kristina L. Swallow 11/25/2019
C4B612FC2C1E4EB...
Signature Date

781-19-040

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:

As a result of the size and scope of the Spaghetti Bowl Xpress project, and crew workload the Construction Division is requesting approval to proceed with a solicitation to provide construction crew augmentation services.

Scope of Services:

The scope of services includes providing Construction Engineering Services for the Augmentation of Crew 913 to ensure that the construction of Project NHP-080-1(177) Spaghetti Bowl Xpress, is accomplished in conformance with the plans, specifications, and all other contract documents. The estimated duration of this project is 950 calendar days.



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

MEMORANDUM

February 6, 2020

TO: Cliff Lawson, Deputy Director

FROM: Tonia Andree, Project Manager DS
TA

SUBJECT: Negotiation Summary for RFP 781-19-040 Construction Engineering Services for Augmentation of Crew 913 in District II, for Spaghetti Bowl Xpress Design Build Project

A negotiation meeting was held at the Crew 913 Field Office in Sparks, Nevada on February 4, 2020, with Michael Murphy and Mike Glock with Diversified Consulting Services, Thor Dyson with Atkins and Alma Piceno-Ramirez and Tonia Andree of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The SBE goal for this agreement has been established at four and six tenths percent (4.6%).

The duration of this agreement will be for approximately three (3) years, ending on December 31, 2023.

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

The Scope of Services was reaffirmed by both parties at the outset, see attachment A.

Key personnel dedicated to this project are as follows:

| Name | Title |
|----------------|------------------------------|
| Michael Murphy | Principal Engineer |
| Mike Glock | Assistant Resident (P.E) |
| Ken Oates | Assistant Resident |
| Nick Senrud | Construction Technical Staff |
| Dan Boutilier | Inspector Level IV |
| Rob Welsh | Inspector Level IV |
| John Watson | Inspector Level IV |

Sub-consultant information regarding Project Descriptions on active Agreements:

| Sub-Consultant | Project Description | Agreement No. |
|----------------|--|---------------|
| ATKINS | Crew 907 Augmentation – US 50 Widening | P212-18-040 |
| ATKINS | RE Academy | P373-15-040 |
| CEEC | Crew 903 Augmentation – I 15 Phase IV (Sub-Consultant) | P139-19-040 |

The DEPARTMENT's original estimate was \$9,352,833.00 including direct labor and expenses.

The SERVICE PROVIDER's original estimate was \$10,438,453.04 including direct labor and expenses.

The negotiations yielded the following:

1. All over-time will be pre-approved by the Resident Engineer. Approvals will be included with the monthly invoices as backup documentation. Overtime is accrued after forty (40) regular hours are worked in a week.
2. The Principal Engineer will be allowed to bill up to a total of eight (8) hours per month.
3. Man-hours were adjusted based on the contract scope of work and assumed level of staffing needs.
4. Agreed to hourly rates based on historical data.
5. The total projected man-hours allocated for this project is 48,836.
6. The total negotiated cost for this Agreement is \$9,351,416.44.

Reviewed and Approved:

DocuSigned by:
Clifford M. Lawson 02/06/2020
609C7D7ABB4A443...
Deputy Director

Attachment A
Scope of Services

CONSTRUCTION CREW 913 AUGMENTATION FOR SPAGHETTI BOWL XPRESS
DESIGN-BUILD PROJECT ON US395/I580 AND I80 IN WASHOE COUNTY
SCOPE OF SERVICES

The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure that the construction of the Spaghetti Bowl Xpress Project, US 395/I580 and I80 in Washoe County are accomplished in conformance with the plans, specifications, and all other contract documents.

The SERVICE PROVIDER shall provide up to two (2) Assistant Residents, one (1) Construction Technical Staff, three (3) Level IV Inspectors, four (4) level III inspectors, one (1) cultural monitor, trucks, computers/iPads and cell phones. The Assistant Residents, Construction Technical Staff, and Level IV Inspectors are considered "Key Personnel". The SERVICE PROVIDER shall provide incidental equipment as may be required by the DEPARTMENT.

The SERVICE PROVIDER shall provide all personnel assigned to this project the proper safety equipment, including but not limited to, soft caps, hard hats and vests meeting the current DEPARTMENT standards for Work Zone Apparel.

The SERVICE PROVIDER shall provide a principal engineer to act as Project Manager. The Principal Engineer shall be limited to billing no more than eight (8) hours per month, unless prior approval for additional hours is obtained from the DEPARTMENT.

The Principal Engineer shall be certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

One (1) Assistant Resident shall be certified that is certified by the Nevada State Board of Registered Professional Engineers and Land Surveyors, in accordance with Nevada Revised Statutes Chapter 625, as a licensed Civil Engineer.

The SERVICE PROVIDER shall provide qualified personnel to perform archeological monitoring during SBX construction within 100 feet of the Truckee River, on RSIC lands, and anywhere else deemed appropriate or after a discovery is made. The SERVICE PROVIDER will develop a construction worker training program and produce a post-monitoring report of its activities. The SERVICE PROVIDER will perform archeological monitoring during SBX ground disturbing activities within 100 feet of the Truckee River, on RSIC lands, and anywhere else deemed appropriate or after a discovery is made. The monitoring will be for the trenching work associated with the underground utilities and the neighborhood wall foundation. The SERVICE PROVIDER will develop and give a construction worker training program on what should be brought to the monitors attention and produce a post-monitoring report of its activities.

The SERVICE PROVIDER shall provide personnel who possess the experience, knowledge and character to adequately perform the requirements of these services, so as not to delay the progress of construction. The SERVICE PROVIDER shall become familiar with the standard practices of the DEPARTMENT and shall ensure all personnel provided to work on the project become familiar with the DEPARTMENT's contract documents, including the plans, specifications, special provisions, and any change orders thereto. The SERVICE PROVIDER

shall perform the procedures for office management, documentation, field inspection and field testing in accordance with the DEPARTMENT's specifications, Construction Manual, Testing Manual, and Documentation Manual.

The SERVICE PROVIDER shall provide all personnel assigned to this project any specialized training, including safety training, or equipment necessary to perform the assigned duties, including but not limited to certification as a Water Pollution Control Manager, inspection and implementation of Storm Water Pollution Prevention Plans (SWPPP), certification as a Traffic Control Supervisor, inspection and implementation of control plans, and inspection of all construction activities. Personnel provided shall be approved by the DEPARTMENT prior to performance of work on this project.

The SERVICE PROVIDER shall provide its own or lease trucks and cell phones for all personnel who need to perform work outside of the office. Vehicles shall be equipped with high intensity flashing yellow strobe lights.

The SERVICE PROVIDER shall equip Inspectors with an iPad capable of supporting the Mobile Inspector™ software utilized by the DEPARTMENT for documenting field inspection activities.

The SERVICE PROVIDER shall equip office staff that will be utilizing the AASHTOWare Project™ software with a computer that has Adobe Pro or other PDF-editing/creating software installed.

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? Yes No

3. Number of Nevada Residents Employed (Do Not Leave Blank): 47

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

DIVERSIFIEDCONSULTING SERVICES

5. Corporate/Business Entity Street Address:

| | |
|--|---|
| Street Address: 6490 S. M,CCARRAN BLVD., BLDG D1-#31 | Website: WWW.DCSNV.COM |
| City, State and Zip Code: RENO, NV 89509 | Point of Contact Name: MIKE GLOCK, P.I. |
| Telephone and Fax No. 775-829-8383 | Email: MGLOCK@DCSNV.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) |
|-----------------------|---------------------------|---|
| MIKE GLOCK, P.E. | PRESIDENT | 30% |
| MICHAEL JOHNSON, P.E. | VICE PRESIDENT/SECRETARY | 30% |
| JEFFREY RADKE, P.E. | VICE PRESIDENT//TREASURER | 30% |
| CHAD MCDERMOTT, P.E. | SHAREHOLDER | 10% |
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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.

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 |
|----------------------------------|--|--|--|
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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 MIKE GLOCK Print Name
PRESIDENT, DCS FEBRUARY 6, 2020
 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:

Signature _____
 Print Name _____
 Authorized NDOT Representative

Line Item 6



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

MEMORANDUM

February 10, 2020

TO: Cole Mortensen, Deputy Director

FROM: James Prentice, Project Manager

SUBJECT: Negotiation Summary for RFP 796-19-073 Janitorial Services for NDOT Headquarters Campus

A negotiation meeting was held at 1263 South Stewart St. in Carson City on February 5, 2020, with Jessica Williams and Luis De la Cruz and James Prentice and James Parsons of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The duration of this Agreement will be for two (2) years, ending on April 1, 2022, with a two (2)-year extension option.

The Scope of Services was reaffirmed by both parties at the outset: See Scope of services attached.

The following schedule was agreed to by both parties:

| Date | Task to be Completed |
|---------------------------|---|
| At execution of agreement | Provide annual schedule for quarterly and semiannual services |
| | |

Key personnel dedicated to this project are as follows:

| Name | Title |
|--------------------------|-------------------------|
| Jessica Williams | Partner |
| Luis De la Cruz | Partner |
| Maria 'Lillia' Ramirez-- | Team Leader |
| Andrea Golightly | Quality Manager/On-call |

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

The DEPARTMENT's original estimate was \$168,000.80 annually based on the previous agreement with a price increase of ten percent (10%).

The SERVICE PROVIDER's original estimate was \$171,140.00 annually, which reflects an increase of approximately eleven percent (11%) which includes the added square footage and additional quarterly tasks.

The negotiations yielded the following:

The total negotiated cost for this two (2) year Agreement is \$342,280.00.

Reviewed and Approved:

DocuSigned by:

Cole Montensen

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Deputy Director

Attachment "A"

Service Provider's Responsibilities:

1. Service Provider will provide Janitorial service Monday through Friday from 3:30 pm until complete.
2. When the Service Provider comes into work, they will swipe there Security Entry Card. Swiping the card will not only let them in the Building but it also keeps a record of who it is and when it was swiped.
3. When the Service Provider leaves work, he or she will again swipe there Security Entry Card. So management will know what time they have left for the day.
4. A Check off List will be for the Daily, Weekly, Monthly, Quarterly and Semi-Annual Cleaning Specifications. Each item on these lists must be dated checked off and initialed by the Service Provider after completion of the work done and left on a clip board provided. The Check Off list is located in the Scope of Work in the Agreement.

1. SCOPE OF WORK

1.1 PROJECT SPECIFICATIONS

1.1.1 Examination of Premises during Walk-Through

1.1.1.1 Buildings that will be serviced by a Janitorial Company.

- a) NDOT Headquarters Building 1263 South Stewart St. Carson City Nevada 89712. Square footage for HQ Bld. Basement, 5,355. 1st floor, 19,740. 2nd floor, 19,740 3rd floor, 19,740. 4th floor, 19,740
- b) Headquarters Annex Building, 1231 Oregon St. Carson City Nevada, 89712. 5,721.
- c) Modular Building, 1213 Oregon St. Carson City, 89712. 5,184 sf.
- d) Equipment Shop, 1251 Oregon St. Carson City, 89712. 690 sf.
- e) Maintenance Station, 1255 Oregon St. Carson City, 89712. 1,936 sf.
- f) North Annex, 1301 Hot Springs road, Carson City, 89706. 18,412 sf.
- g) Record Storage, 1211 Oregon St. Carson City, 89712. 6,000 sf.
- h) Materials Bldg., 575 Little Lane, Carson City NV, 89712. 22,000 sf.
- i) Roop Street Annex, 1253 Oregon St. Carson City NV, 89712. 18,482 sf.
- j) Airport Hanger Office, 2500 College Pkwy Carson City NV, 89702 1770 sf.
- k) Equipment Stock room, 1241 Oregon St. Carson City NV, 89712 310 sf.
- l) District II safety trailer 1251 Oregon St. Carson City NV 89712, 1450 sf.

1.1.1.2 The information provided to vendors for purpose of bidding this project was obtained from the agency; however, it is the vendor's responsibility to investigate and confirm its accuracy and completeness to the vendor's satisfaction.

1.1.1.3 Vendor(s) must examine the building and be satisfied as to existing conditions in which they will be obligated to operate,

in performing the work pursuant to a resultant contract, including but not limited to, the buildings square footage and materials to be cleaned.

- 1.1.1.4 Questions will not be allowed during the Mandatory walk-through. All questions must be addressed in writing per Section 7 of the RFP. Answers will be provided in an amendment per the Timeline in Section 8.

1.1.2 Hours of Service

- 1.1.2.1 The Department will make every effort to provide contractor with full and free access to the building to render services. All normal, routine service, inspection work and cleaning of building is to be completed five (5) days per week, Monday through Friday, between the hours of 3:30 PM until work is complete except for emergency call back services.
- 1.1.2.2 Other exceptions may be additional hours/services as requested by the Building and Grounds Department at any time or any day of the week.
- 1.1.2.3 Additional hours/services shall be based on an hourly rate to be provided by Vendor in their response to this RFP.
- 1.1.2.4 Contractor must at all times, while his crew is on-site, supply at least one (1) supervisor that communicates in the English language.

1.1.3 Availability Requirements

- 1.1.3.1 The Department must be able to communicate with a contact person via telephone and or cell phone during business hours 7:00 AM through 2:00 PM.
- 1.1.3.2 Answering machines/service is not acceptable.
- 1.1.3.3 The contact person must be available and able to respond to the Department's calls within one (1) hour after the Department's call is made.
- 1.1.3.4 *Any deviation from this practice will result in immediate disciplinary action. A letter of notification of default will be sent to the Vendor and possible termination of the contract(s).*

1.1.4 Materials and Supplies

- 1.1.4.1 Except as specifically stated otherwise herein, the contractor shall supply all necessary cleaning equipment and labor associated with the janitorial services in order to maintain the State's building in a first-class condition.
- 1.1.4.2 All equipment used by contractor's employees shall meet "standards of the industry" and used in a safe manner.
- 1.1.4.3 Contractor shall review with the Department all equipment and material.
- 1.1.4.4 The Contractor will provide all cleaning, disinfectants, floor waxes, strippers, soap products, paper products.
- 1.1.5 Inspection of Services and Material
 - 1.1.5.1 The contractor shall meet on-site with the Department weekly to inspect contractor's work, to discuss any issues and to facilitate the mutual monitoring of the terms and conditions of this contract.
 - 1.1.5.2 The frequency of these inspections may be changed at the Facility Managers sole discretion.
 - 1.1.5.3 During the inspection a "Quality Control Inspection Form" will be completed and discussed with contractor. Contractor may make any comments on the Inspection Form and must sign the document. A copy of all inspection forms will be placed in the contract file.
 - 1.1.5.4 All services performed, materials supplied and equipment used to perform the required services, shall be subject to inspection, test and approval by the Facility Manager.
 - 1.1.5.5 The Facility Manager retains the right to conduct additional inspections without the contractor being present.
- 1.1.6 Performance Standards
 - 1.1.6.1 If any services performed by contractor are deemed unacceptable and not in conformance with the specifications and requirements of the contract, the Department shall have the right to require the contractor to perform the services again in conformity with said specifications at no additional cost to the State.
 - 1.1.6.2 In the event the unacceptable service is not done properly the second time, the Department reserves the right to deduct a prorated amount from any monies due contractor.
- 1.1.7 Special Projects
 - 1.1.7.1 The Department must be notified in writing, Ten (10) business days

prior to any quarterly, semi-annual or annual project being started.

- 1.1.7.2 Special projects include floor stripping and waxing, sealing of tile, carpet cleaning, light diffuser cleaning and window washing.

1.2 DAILY CLEANING SPECIFICATIONS

1.2.1 General Office and Public Areas

1.2.1.1 Wastebaskets/Trash Receptacle

- 1.2.1.1.1 Trash from wastebaskets, trash receptacles and other waste material labeled as trash must be removed from the building and dumped in the dumpsters outside the building.
- 1.2.1.1.2 All trash is to be put in large plastic trash bags. These bags will be sealed and disposed of in the trash dumpsters provided.
- 1.2.1.1.3 Recycle containers will be checked daily and emptied into the Recycle Bins outside the building.
- 1.2.1.1.4 Trash receptacles shall always have plastic liners in them and are to be cleaned whenever there has been a liquid spill in the receptacle or if the liner has slipped and food or other particles are on the wastebasket.
- 1.2.1.1.5 Plastic liners are to be replaced at least once a week or daily if organic matter or stench is present.

1.2.1.2 Vacuum Carpeted Areas

- 1.2.1.2.1 Vacuum any visible accumulated debris on carpeted areas and throw rugs nightly.
- 1.2.1.2.2 This will include all offices, public areas and traffic areas including all corridors and paths ways within office areas.
- 1.2.1.2.3 Only vacuums equipped with a HEPA filtration system that meets all State and Federal legal requirements are acceptable.
- 1.2.1.2.4 All back packs that will be used to clean the modular furniture must also have a HEPA filtration system in them.
- 1.2.1.2.5 All equipment will be subject to inspection and approval by the Building and Grounds Department prior to contract

award.

1.2.1.3 Spot Clean Carpet

- 1.2.1.3.1 All carpet areas are to be spot cleaned daily.
- 1.2.1.3.2 During normal service hours, contractor shall use their best efforts to remove stains from carpets, throw rugs and other flooring material.
- 1.2.1.3.3 The affected area will be vacuumed and an approved spot cleaner applied to remove the stain. If this does not eliminate the stain, the contractor shall notify the Department the next business day, Monday through Friday by 9:00 AM.

1.2.1.4 Additional Carpet Care

- 1.2.1.4.1 All carpet areas must have any and all staples or paper clips removed daily. At no time will there be an accumulation of staples in any carpet area.
- 1.2.1.4.2 All gum and other foreign matters that are in the carpet will also be removed on a daily basis.
- 1.2.1.4.3 If a foreign substance will not come out, the contractor shall notify the Building and Grounds Department the next business day, Monday through Friday by 10:00 AM.

1.2.1.5 Dusting

The State understands that the following requirements cannot be completed daily throughout the entire building; however, contractor shall schedule daily work so that the requirements of this section are completed throughout the entire building each week.

- 1.2.1.5.1 Dust and remove finger prints from all exposed furniture tops and sides, including but not limited to, desks, chairs, tables, lamps, doors, filing cabinets, shelving, window sills, pictures, door frames, ledges, modular furniture, soda machines, candy machines, appliances, paper shredders and partial partitions. This task will be accomplished in a manner that does not disturb any of the objects that are on the surface.
- 1.2.1.5.2 The only exception will be if a desk or table has a note asking that the surface not be cleaned.
- 1.2.1.5.3 A complete cleaning and polishing of these surfaces will

be done any time the surface is clear of all objects.

1.2.1.5.4 Walls and doors are to be kept clean and free from spots and handprints.

1.2.1.5.5 The kick plates at the bottom of any door shall also be cleaned daily.

1.2.1.5.6 *NOTE: It is to be understood that custodians are never to wedge a door open in the jamb/hinge area. The contractor will be responsible for the cost for repairing the damaged doors due to this practice.*

1.2.1.5.7 All doorways and/or entrances will be manually swept thoroughly every day.

1.2.1.5.8 *NOTE: Computer keyboards and monitors, typewriters and calculators are not to be cleaned in any manner by the contractor's employees. The users of this equipment will be responsible for their cleaning. Also, desks and work surfaces that are not cleaned-off shall not be cleaned.*

1.2.1.6 Hard Floor Care

1.2.1.6.1 Dust mop and spot damp mop with cool, clean water all tiles, ceramic, concrete, stone, resilient, linoleum or other compound tile floor daily.

1.2.1.6.2 Upon completion of daily routine work, all floors will be free of all dust, dirt, film streaks, debris, and standing water and will present a uniform wet look appearance when dry.

1.2.1.7 Drinking Fountains

1.2.1.7.1 Clean, polish and sanitize drinking fountains to present a finish with no streaks, smudges and watermarks.

1.2.1.7.2 Drinking fountains are to be polished with a stainless steel polish.

1.2.1.8 Entryways and Doors

1.2.1.8.1 Entry glass is to be cleaned inside and outside daily, utilizing a Department supplied cleaner to minimize fingerprints.

1.2.1.8.2 If the contractor supplies any products, the contractor will

be required to furnish the Building and Grounds Department with an SDS on the product and must receive approval in writing for use of this product. It may be necessary to provide a sample of the product prior to approval.

1.2.1.8.3 Entry doors are considered all doors that lead in or out of a building and the windows that encompass the entry, whether it is just one or a hallway that is considered the entry corridor with a height not to exceed twelve feet.

1.2.1.9 Smoking Areas

1.2.1.9.1 All cigarette butts, matches, bits of paper, etc. are to be removed daily and sand added to cigarette urns as needed to maintain a full level.

1.2.1.9.2 This includes the grounds immediately surrounding the smoking area and cigarette sand urns.

1.2.1.9.3 On the last day of each month contractor shall dispose the old sand and refill the container with new sand. The replacement sand will be provided by the Department.

1.2.1.10 Copy Room Care

1.2.1.10.1 All copy rooms are to be vacuumed thoroughly and/or the resilient tile floors are to be dust mopped then damp mopped nightly.

1.2.1.10.2 This includes around and under the copier and shredding machine.

1.2.1.11 Mats

Rubberized mats, walk off mats and carpets are to be vacuumed daily with a HEPA vacuum.

1.2.1.12 Interior Stairwells

1.2.1.12.1 All interior stairwells are to be dust mopped or swept and wet mopped nightly.

1.2.1.12.2 Hand rails are to be wiped with a neutral cleaner nightly.

1.2.1.12.3 **If** a spill of any kind is found in a stairwell it is to be cleaned-up immediately.

1.2.1.12.4 All trash and debris are to be removed nightly.

1 1.12.5 **If** there are any problems in the stairwells, the contractor shall notify the Building and Grounds Department.

1.2.1.13 Vending Room and Machines

1.2.1.13.1 All vending machines are to be kept clean on the exterior of the machine.

1.2.1.13.2 The surfaces of the machines will be cleaned with a disinfectant. The surfaces should never show streaks or smudges.

1.2.1.13.3 The tops of all machines are to be dusted nightly and are to never have any trash, paper and/or dust left visible on them.

1.2.1.14 Elevators

1.2.1.14.1 Elevators shall be wiped down daily with a general cleaner/disinfectant to remove all marks, finger prints, etc.

1.2.1.14.2 The surfaces should never show streaks or smudges.

1.2.1.14.3 The elevator door tracks shall be kept clean and free of debris.

1.2.1.14.4 *NOTE: If the elevator company has to come out because of a dirty track, the vendor will be charged after the first offense.*

1.2.1.15 Janitor Closet(s)

1.2.1.15.1 The sink area and walls in janitor's closets will be kept clean at all times.

1.2.1.15.2 Upon completion of daily routine work, the floor will be cleaned of any spills or spots.

1.2.2 Restrooms

1.2.2.1 Cleaning of all restrooms is a high priority and are to be cleaned and serviced on a daily basis.

1.2.2.1.1 All fixtures, floors, walls and stall dividers are to be "cleaned" with an approved cleaner/disinfectant that will not harm finishes and shall dry completely streak-free and stain free daily.

1.2.2.1.2 Stock piling of refill supplies in the areas of these dispensers

is not permitted.

1.2.2.1.3 *The term "CLEAN" as defined here will mean that no film, odor, stain, dust, lint, or spot can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the restrooms.*

1.2.2.2 Soap Dispensers

1.2.2.2.1 Refill soap dispensers to maximum capacity every night.

1.2.2.2.2 The chrome is to be polished and is to be streak free.

1.2.2.2.3 Broken soap dispensers are to be reported to the Building and Grounds Department right away.

1.2.2.3 Trash Receptacle and Waste Cans

1.2.2.3.1 Empty trash containers, polish stainless steel, wipe out inside and replace the liner daily.

1.2.2.3.2 The containers are never to be streaky or smudged.

1.2.2.4 Mirror and Glass

1.2.2.4.1 Wash all mirror surfaces with glass cleaner.

1.2.2.4.2 At no time are mirrors to be left streaky or with smudges on them.

1.2.2.4.3 The stainless around the mirror will be dusted nightly and polished where applicable.

1.2.2.5 Wall Care

1.2.2.6 All partitions and Fiberglass Re-enforced Panel (FRP) walls are to be wiped down daily with a disinfectant and left with a streak free appearance.

1.2.2.6 Toilets

1.2.2.6.1 All porcelain toilets and toilet seats are to be cleaned with a disinfectant, thoroughly and streak free, inside and outside, top and bottom.

1.2.2.6.2 All stainless steel, where applicable, is to be polished.

1.2.2.7 Urinals

1.2.2.7.1 All porcelain urinals are to be cleaned with a disinfectant, thoroughly and streak free, inside and outside, top and bottom.

1.2.2.7.2 All stainless steel, where applicable, is to be polished.

1.2.2.7.3 All urinals are to have a rubberized pad without a disinfectant block. These pads will be lifted out nightly to allow for thorough cleaning of the inner urinal surface.

1.2.2.7.4 *Drain pads are to be replaced on the first of every month. Pads must be dated on the down side with a permanent ink pen when they are placed.*

1.2.2.8 Toilet Paper Dispensers

1.2.2.8.1 All toilet paper dispensers are to be checked and refilled to maximum nightly.

1.2.2.8.2 If a roll of toilet paper is 1/3 or less it is to be replaced and the partial roll left next to the dispenser.

1.2.2.8.3 The dispensers are to be cleaned with a disinfectant and streak free.

1.2.2.8.4 All stainless steel, where applicable, is to be polished.

1.2.2.9 Paper Towel Dispensers

1.2.2.9.2 Paper towel dispensers are to be checked and refilled to maximum nightly. The dispensers are to be cleaned with a disinfectant and streak free.

1.2.2.9.3 All stainless steel, where applicable, is to be polished.

1.2.2.10 Sanitary Napkin Depositories

1.2.2.10.1 In the ladies restrooms, all sanitary napkin depositories are to be checked and emptied nightly.

1.2.2.10.2 The units are to be wiped outside and inside with a disinfectant cleaning solution and streak free.

1.2.2.10.3 Bags are to be replaced daily.

1.2.2.11 Graffiti Removal

1.2.2.11.1 Remove all graffiti from all surfaces.

1.2.2.11.2 Contractor may consult with any specialist and/or the Department in completing the removal of graffiti.

1.2.2.11.3 The contractor must notify the Building and Grounds Department, in writing, of any unsightly mark or graffiti that cannot be cleaned off the wall, partition and mirrors, within twenty-four (24) hours of finding the problem.

1.2.3 Food Areas

1.2.3.1 Cleaning of all kitchens (excluding, dishes and utensils) and break rooms are a high priority and will be cleaned with approved cleaners and disinfectants that will not harm finishes.

1.2.3.2 All floors, tables, cabinets, counters, and windows are to be cleaned according to cleaning instructions included in the daily, weekly, monthly, and quarterly detailed instructions.

1.2.3.3 *Exteriors of refrigerators, ovens and microwave cabinets are to be wiped down daily.*

1.2.3.4 *Interiors of ovens and microwaves are to be thoroughly cleaned weekly (utilizing approved disinfectants and cleaners).*

1.3 WEEKLY CLEANING

1.3.1 General Office and Public Areas

1.3.1.1 Dusting

Refer to Section 1.2.1.5; these specifications are to be scheduled daily so as to complete the tasks throughout the whole building each week.

1.3.1.2 Vacuuming

1.3.1.2.1 In addition to the daily specifications per Sections 1.2.1.2, 1.2.1.3 and 1.2.1.4, (2) times per week all carpet areas to include carpet edges and carpet beneath light, movable furniture shall be thoroughly vacuumed.

1.3.1.2.2 The 'carpet edge' is defined as the area from the cove to one and a half inches away from the wall. This

will be accomplished with a vacuum with a hose attachment or a back-pack vacuum.

- 1.3.1.2.3 The only area that the back pack vacuum will be considered permissible will be in very tight corners, along the edges of any carpet area, when vacuuming the modular furniture, when cleaning blinds and under equipment.

1.3.1.3 Cleaning

- 1.3.1.3.1 Spot clean to remove all spots and marks from walls, around light switches, door knobs and door jams.

- 1.3.1.3.2 All HVAC supply and return air vents (that are accessible) are to be kept clean and free of dust, webs, and build-up that is visible. If necessary, the process will include, but is not limited to, removing and washing the registers to insure the required clean look.

- 1.3.1.3.3 All surrounding areas of all wall and ceiling vents will be cleaned of any and all dust or residual discoloration.

- 1.3.1.3.4 Janitorial sinks are to be cleaned with a disinfectant solution inside and outside.

- 1.3.1.3.5 All floor drains are to be flushed out with a disinfectant solution.

- 1.3.1.3.6 All stairwells in the building are to be dust mopped then wet mopped.

- 1.3.1.3.7 The stairs are to be left clean with no film or streaky finish from the cleaning solution.

1.3.1.4 Hard Floors: Including Vinyl Composition Tile (VCT), Decorative Concrete, and Sealed Concrete.

- 1.3.1.4.1 Step 1 - All floors shall be dust mopped.

- 1.3.1.4.2 Step 2 - Damp mop using cool, clean, water with a neutral cleaner.

- 1.3.1.4.3 Step 3 - Spray buff/auto scrub using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the floor finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is

present.

1.3.1.4.4 Step 4 - Dust mop again to pick up any particles left from burnishing.

1.3.1.4.5 Upon completion of weekly routine work, all floors will be free of all dust, dirt, film streaks, debris, and standing water and will present a uniform wet look appearance when dry.

1.3.1.4.6 There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any comers or door jambs.

1.3.1.4.7 Floors will be maintained in such a manner as to promote longevity and safety.

1.3.1.4.8 Upon completion of the work, all floors will be left in a clean, orderly and safe condition.

1.3.1.4.9 Floor finish is to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

1.3.1.5 Rubberized/Carpet Mats

1.3.1.5.1 Vacuum with the HEPA vacuum all rubberized/carpet mats.

1.3.1.5.2 If mats are stained or have a dirty appearance after vacuuming, the contractor shall notify the Building and Grounds Department the next business day, Monday through Friday by 8:30 AM.

1.3.1.6 Stairwells

1.3.1.6.1 All stairwells are to be dust mopped then wet mopped with an appropriate cleaning solution.

1.3.1.6.2 All hand rails are to be cleaned with an appropriate cleaner.

1.3.1.6.3 The stairwells are to be left free of any film or streaky finish from the cleaning solution used.

1.3.1.6.4 If a spill of any kind is found in a stairwell it is to be cleaned- up immediately.

1.3.1.6.5 All trash and debris are to be removed daily

1.3.1.6.6 If there are problems with the stairwells, the Vendor is to notify the Building and Grounds Department.

1.3.2 Food Areas: Refer to Section 1.2.3.

1.3.3 Courtyard: Courtyard must be kept free of trash and debris.

1.4 MONTHLY CLEANING SPECIFICATIONS

1.4.1 Hard Floor Care: Vinyl Composition Tile (VCT), Decorative Concrete and Sealed Concrete.

1.4.1.1 Step 1 - All floors shall be dust mopped.

1.4.1.2 Step 2 - Damp mop using cool, clean, water with a neutral cleaner.

1.4.1.3 Spray buff/auto scrub all floors using a high-speed floor machine to achieve a wet-look finish.

1.4.1.4 If an area does not buff-up to a wet-look finish, it will be necessary to add an additional coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present.

1.4.1.5 Upon completion of the monthly routine work, all floors will be free of all dust, dirt, film streaks, debris, standing water and will present a uniform wet look appearance when dry.

1.4.1.6 There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any comers or door jambs.

1.4.1.7 Floors will be maintained in such a manner as to promote longevity and safety.

1.4.1.8 Upon completion of the work, all floors will be left in a clean, orderly and safe condition.

1.4.1.9 Floor finish is to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all surfaces without fail, regardless of the type.

1.4.2 Front Lobby Brass Surfaces

1.4.2.1 Polish front lobby main entrance brass door frames interior and exterior to a bright clean finish free of finger prints and smear marks.

1.4.2.2 Polish front lobby brass railings and elevator door frame to a bright clean finish free of finger prints and smear marks.

1.4.3 Doors

1.4.3.1 All interior and exterior wood, metal, glass or plastic doors shall be cleaned.

1.4.3.2 The doors are not to show any residual streaks or marks.

1.4.3.3 All thresholds and door trim is to be cleaned as well.

1.4.3.4 There is to be no build-up of wax, or dirt on the thresholds at any time.

1.5 QUARTERLY CLEANING SPECIFICATIONS

1.5.1 Upholstered Surface

Vacuum with a HEPA vacuum all upholstered surfaces including but not limited to, modular furniture with cloth walls, stairs, couches, benches, etc.

1.5.2 Vertical & Horizontal Blinds

If applicable, completely vacuum, with a HEPA vacuum, any vertical and horizontal blinds in the buildings. This will be accomplished with a HEPA Vacuum with a hose attachment or a HEPA Back-Pack Vacuum.

SECTION 1.5.3 IS CONSIDERED NOT APPLICABLE DURING THE MONTHS REQUIRING SEMI ANNUAL HARD FLOOR SERVICE

1.5.3 Hard Floor: Vinyl Composition Tile (VCT), Decorative Concrete and Sealed Concrete.

1.5.3.1 Step 1 - All floors shall be dust mopped.

1.5.3.2 Step 2 - Damp mop using cool, clean, water with a neutral cleaner.

1.5.3.3 Step 3 - Deep scrub floor using a floor machine to remove soil, scuffs and black marks.

1.5.3.4 Step 4. Re-coat VCT with non-slip wax as needed.

1.5.3.5 step 5. Spray buff/auto scrub using a high-speed floor machine to achieve a wet-look finish.

1.5.3.6 If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until

the required wet look finish is present.

1.5.3.7 Upon completion of the quarterly work, all floors will be free of all dust, dirt, film streaks, debris, standing water and will present a uniform wet look appearance when dry.

1.5.3.8 There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any comers or door jambs.

1.5.3.9 Floors will be maintained in such a manner as to promote longevity and safety.

1.5.3.10 Upon completion of the work, all floors will be left in a clean, orderly and safe condition.

1.5.3.11 Floorfinish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

1.5.4 Windows.

1.5.4.1 Clean all Interior windows of the buildings included in this agreement.

1.5.4.2 Clean windows will be defined as no streaks, smudges, water spots, finger prints, dirt/mud or other foreign matter on the surface of any glass upon completion of this service.

1.5.4.3 Any ground level windows or glass less than twelve feet (12') in height may be cleaned by the janitorial contractor.

1.5.4.4 Any windows or glass higher than twelve feet (12') above ground level will require a licensed Window Cleaning sub-contractor.

1.5.4.5 The contractor will be responsible for arranging the Window Cleaning Contract as well as the cost of the window cleaning

1.6 SEMIANNUAL CLEANING SPECIFICATIONS

SECTION 1.6.1 IS CONSIDERED NOT APPLICABLE DURING THE MONTHS REQUIRING QUARTERLY HARD FLOOR SERVICE

1.6.1 Hard Floor: Vinyl Composition Tile (VCT), Decorative Concrete and Sealed Concrete.

- 1.6.1.1 Step 1. Thoroughly Strip floors to remove old wax and floor finish.
- 1.6.1.2 Step 2. Apply three (3) coats of sealer to all floors and let sealer dry completely.
- 1.6.1.3 Step 3. Re-coat VCT with three (3) coats of non-slip wax.
- 1.6.1.4 Step 4. Spray buff/auto scrub using a high-speed floor machine to achieve a wet-look finish.
- 1.6.1.5 If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present.
- 1.6.1.6 Upon completion of the quarterly work, all floors will be free of all dust, dirt, film streaks, debris, standing water and will present a uniform wet look appearance when dry.
- 1.6.1.7 There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any comers or door jambs.
- 1.6.1.8 Floors will be maintained in such a manner as to promote longevity and safety.
- 1.6.1.9 Upon completion of the work, all floors will be left in a clean, orderly and safe condition.
- 1.6.1.10 *Floorfinish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.*

1.6.2 Carpet Cleaning

- 1.6.2.1 All carpet shall be cleaned two (2) times per year.
- 1.6.2.2 Cleaning must be scheduled and approved in writing by the Department prior to work being done. Work will be inspected and approved after completion.
- 1.6.2.3 All carpet areas are first to be vacuumed with a HEPA vacuum thoroughly, then steam cleaned.
- 1.6.1.4 Carpets will be cleaned using a licensed and bonded carpet cleaning company.

1.6.1.5 The only cleaning method that will be acceptable will be by a truck mounted system, utilizing STEAM/HOT WATER EXTRACTION. Any other system or method must have prior approval of the Department.

1.6.1.6 Proper cleaning will result in carpets free from all types of soil, dry dirt, water soluble soils and petroleum-soluble soils. All carpet will be uniform in appearance when dry and vacuumed. Excessive water is not acceptable since it is on a raised floor with electrical and mechanical below.

1.6.2 Base Cove and Wainscot

1.6.2.1 Wipe down/clean all base-cove wainscots throughout the building.

1.6.2.2 The cleaner used should leave a desirable luster. The Department shall supply this cleaner.

1.6.3 Light Fixtures and Diffusers

1.6.3.1 Clean all light fixtures and diffusers (under (12') twelve feet high) inside and outside, throughout the building.

1.6.3.2 Contractor shall clean and wash all lighting fixtures twice yearly October and May.

1.6.4 Windows

1.6.4.1 All exterior windows of the buildings included in this agreement shall be cleaned two (2) times per year April and October

1.6.4.2 The cleaning shall be scheduled with the Buildings and Grounds Department in the Spring and Fall.

1.6.4.3 Clean windows will be defined as no streaks, smudges, water spots, finger prints, dirt/mud or other foreign matter on the surface of any glass upon completion of this service.

1.6.4.4 Any ground level windows or glass less than twelve feet (12') in height may be cleaned by the janitorial contractor.

1.6.4.5 Any windows or glass higher than twelve feet (12') above ground level will require a licensed Window Cleaning sub-contractor.

1.6.4.6 The contractor will be responsible for arranging the Window Cleaning Contract as well as the cost of the window cleaning

1.7 SECURITY REQUIREMENTS

1.7.1 Authorized Personnel

Contractor and contractor's employees or agents are expected to be fully trained, competent individuals, and are strictly prohibited from bringing children, friends, relatives, or any other person into the building who is not an authorized employee of contractor and who has not been approved by the Department.

1.7.2 Background Check and Fingerprinting

- 1.7.2.1 All employees or agents of contractor that will be working under this contract are required to have a National Crime Information Center (NCIC) background check and fingerprinting completed, at no cost to the State.
- 1.7.2.2 Applicants can apply through the Nevada Highway Patrol. This NCIC background check should take no longer than two (2) days. The fingerprinting results are expected to take several weeks.
- 1.7.2.3 Once the NCIC check is complete, contractor's employee/agent will be permitted to work in the State building on a "probationary" basis, until the fingerprinting results have been completed.
- 1.7.2.4 All results must be submitted to the Department within twenty- four (24) hours of receipt.
- 1.7.2.5 In the event the fingerprinting report is negative the probationary employee is to be immediately removed from the building and prohibited from entering the State building under a contract.
- 1.7.2.6 While working under this contract in the State building, all contractor employees must wear an Identification Card with the contractor's name, and the employee's name and picture.

1.7.3 List of Contractor's Employees

- 1.7.3.1 Contractor shall furnish Administrative Services a list of all proposed employees, including name and address and how long the contractor has employed or known the person, at least fourteen (14) days prior to the start date of the contract.
- 1.7.3.2 Contractor shall ensure that all background checks have been completed.
- 1.7.3.3 Results of background checks must be submitted to the Administrative Services at least seven (7) days prior to the start date of contract.

1.7.4 Change in Contractor's Employees

1.7.4.1 In the event it is necessary for contractor to replace or substitute an employee, either on a temporary or permanent basis, contractor shall notify the NDOT Administration Services prior to the change and shall insure that the required background checks have been completed and results provided to the Department.

1.7.4.2 NDOT Administration Services will provide details to the awarded vendor, regarding the application for background checks.

1.7.5 Exterior Doors

1.7.5.1 During the hours of 6:00 PM to 6:00 AM, all exterior doors are to be kept locked at all times and contractor's employees are strictly prohibited from opening exterior doors for anyone.

1.7.5.2 It being understood that any person authorized to enter the building(s) after normal working hours have been provided a key.

1.7.5.3 An exterior door is never to be propped open for the convenience of running to the dumpster, or taking care of any outside projects associated with this contract.

1.7.5.4 The only exception to this rule would be if the threshold on an exterior door way is being cleaned and contractor's employees remain present until the exterior door is closed and locked.

1.7.5.5 The contractor's supervisor will be responsible for ensuring all exterior doors have been secured when work is completed.

1.7.6 Interior Doors

1.7.6.1 During the hours of 6:00 PM to 6:00 AM all interior doors that have locks are to be locked and unnecessary lighting is to be turned off after completion of the work in an immediate area.

1.7.6.2 An area is not to be left unsecured at any time.

1.7.6.3 The contractor's supervisor will be responsible for ensuring all interior doors have been secured when work is completed.

1.7.7 Building Keys, and Entry Card care.

1.7.7.1 Contractor shall be fully responsible for the protection of all keys, and Entry Cards furnished.

1.7.7.2 The contractor shall notify the Department in writing when an

employee resigns, has been terminated or has moved to another facility.

1.7.7.3 *Should the key(s) or proximity cards allotted to contractor become lost or stolen, or corresponding locks have to be re-keyed, the Department may reissue keys, and entry cards, at contractor's expense.*

1.8 GENERAL TERMS AND CONDITIONS

1.8.1 Vendor Experience Requirement

1.8.1.1 Vendor shall provide proof of experience in cleaning one (1) or more buildings of at least 60,000 square feet of office space, for a minimum of two (2) years; or

1.8.1.2 A combination of up to four (4) buildings with combined total of 100,000 square feet or more for a minimum of two (2) years.

1.8.2 Project

1.8.2.1 The awarded vendor will supply all necessary equipment and labor to maintain janitorial services for the NDOT State building(s) identified within their approved contract.

1.8.2.2 The awarded vendor will have the responsibility for providing continuous professional janitorial work per the terms and conditions of the contract.

1.8.3 Schedule Changes

1.8.3.1 The Department reserves the right to vary the established service schedule from time to time according to the needs of the facility.

1.8.3.2 If the Department deems any change to be substantive, an adjustment in compensation may be due.

1.8.3.3 Any adjustment in compensation must be approved by the State Board of Examiners prior to an increase.

1.8.4 Changes in Job Specifications

1.8.4.1 The Department reserves the right to make changes in the job specifications contained herein.

1.8.4.2 If, after award of contract, contractor has a recommendation regarding a requested specification, contractor shall present the proposed recommendation, in writing, to the Department and a timely response will be issued.

- 1.8.4.3 If the Department deems any change to be substantive, an adjustment in compensation may be due.
- 1.8.4.4 Any changes shall be finalized in writing, subject to the agreement of contractor and the Department, if in the best interest of the State.
- 1.8.4.5 Any increase in compensation must be approved, on a contract amendment, by the State Board of Examiners.
- 1.8.4.6 The Vendor will make no changes to the janitorial services without the prior written approval of the Department.
- 1.8.4.7 The Department realizes that the vendor is the professional and through experience may have a better working knowledge involving the Job Specifications contained herein.
- 1.8.4.8 All questions and/or comments will be accepted and appreciated by the Department.
- 1.8.4.9 Vendor Employee Contact with State Agencies No State agency or their employees are to be contacted by the contractor or the contractor's employees at any time regarding a janitorial complaint and/or services, unless directed to do so by the Department.
- 1.8.4.10 The Department's main contact for the contractor will be established upon the award of the contract(s).

1.8.5 Contract Labor

Any person working in a State building under any contract must be an employee of the contractor.

1.8.6 Use of State Equipment and/or State Employee's Personal Property

The contractor and their employees are strictly prohibited from using State equipment and/or a State's employee's personal property for any reason. This includes, but is not limited to, televisions, video cassette recorders, radios, tape recorders, copy machines, typewriters and computers.

1.8.7 Use of State Telephones

- 1.8.7.1 The use of telephones in any State building will be allowed **only** in case of an emergency or to call the Alarm Company for the purpose of alarm in and out.
- 1.8.7.2 If an employee of the contractor uses a phone to make any personal calls the contractor will be financially responsible and the employee may be requested to be removed from the project.

1.8.8 Vendor Accountability

1.8.8.1 Contractor shall be held accountable for compliance with the terms, conditions and scope of work of contract and detailed in this Request for Proposal.

1.8.8.2 Infractions will be dealt with according to the severity, number of occurrences and the term and conditions of the contract.

1.8.8.3 It is understood that the contractor and the Department desire to enter into a contract for the services specified herein, and is the intent of both Parties to establish a good working relationship that will be of mutual benefit.

1.8.9 Dismissal of a Vendor's Employee

1.8.9.1 The Department reserves the right to request the dismissal of an employee from the project for any reason, upon verbal notification of an inappropriate situation or incident.

1.8.9.2 Upon request the employee will be removed from service of the project no later than the end of the date of request.

1.8.10 Failure to comply with the terms and conditions of the contract may result in a Default of Contract.

1.9 GENERAL PROVISIONS

1.9.1 Except as specifically stated otherwise herein, the contractor shall furnish all equipment and supplies necessary in the performance of the contract.

1.9.2 This "Schedule of Janitorial Services" to be performed by contractor is attached to and made a part of the final "Independent Contract for Janitorial Services" which is the contract signed by all parties.

**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? Yes No

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

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

J & L

5. Corporate/Business Entity Street Address:

| | |
|---|---|
| Street Address: 12955 Thunderbolt Drive | Website: n/a |
| City, State and Zip Code: Reno, NV 89511-7711 | Point of Contact Name: Jessica R. Williams |
| Telephone and Fax No. (775)379-8332 | Email: jandlnevada@gmail.com |

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

| | |
|----------------------------------|------------------------|
| Street Address: same as above | 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) |
|---------------------|---------|--|
| Luis De la Cruz | Partner | 50% |
| Jessica R. Williams | Partner | 50% |
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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.

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

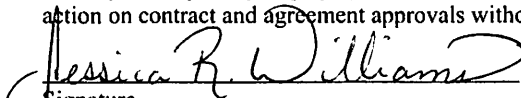
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

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 |
|----------------------------------|--|--|--|
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| | | | |

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
Partner

Jessica R. Williams
Print Name
2/6/2020
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



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

MEMORANDUM

February 28, 2020

TO: Department of Transportation Board of Directors
FROM: Kristina Swallow, P.E., Director
SUBJECT: March 9, 2020, Transportation Board of Directors Meeting
ITEM #8: 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 January 10, 2020, through February 6, 2020.
- Agreements under \$300,000 executed January 10, 2020, through February 6, 2020.
- Settlements entered into by the Department which were presented for approval to the Board of Examiners January 10, 2020, through February 6, 2020.

Any emergency agreements authorized by statute will be presented here as an informational item.

Background:

Pursuant to NRS 408.131(5), the Transportation Board has authority to “[e]xecute or approve all instruments and documents in the name of the State or Department necessary to carry out the provisions of the chapter”. Additionally, the Director may execute all contracts necessary to carry out the provisions of Chapter 408 of NRS with the approval of the board, except those construction contracts that must be executed by the chairman of the board. Other contracts or agreements not related to the construction, reconstruction, improvement and maintenance of highways must be presented to and approved by the Board of Examiners. This item is intended to inform the Board of various matters relating to the Department of Transportation but which do not require any formal action by the Board.

The Department contracts for services relating to the construction, operation and maintenance of the State’s multi-modal transportation system. Contracts listed in this item are all low-bid per statute and executed by

the Governor in his capacity as Board Chairman. The projects are part of the STIP document approved by the Board. In addition, the Department negotiates settlements with contractors, property owners, and other parties to resolve disputes. These proposed settlements are presented to the Board of Examiners, with the support and advisement of the Attorney General's Office, for approval. Other matters included in this item would be any emergency agreements entered into by the Department during the reporting period.

The attached construction contracts constitute all that were awarded for construction from January 10, 2020, through February 6, 2020 and agreements executed by the Department from January 10, 2020, through February 6, 2020. There are no settlements during the reporting period.

Analysis:

These contracts have been executed following the Code of Federal Regulations, Nevada Revised Statutes, Nevada Administrative Code, State Administrative Manual, and/or Department policies and procedures.

List of Attachments:

- A) State of Nevada Department of Transportation Contracts Awarded – Under \$5,000,000, January 10, 2020, through February 6, 2020.
- B) State of Nevada Department of Transportation Executed Agreements – Informational, January 10, 2020, through February 6, 2020.

Recommendation for Board Action:

Informational item only

Prepared by:

Administrative Services Division

Attachment

A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION
 CONTRACTS AWARDED - INFORMATIONAL
 January 10, 2020 through February 6, 2020**

1. December 12, 2019 at 2:30 PM the following bids were opened for Contract **810-19-READV**, Project No. SP-MS-1212(006), at the Tonopah Equipment Shop, in Nye County, for the boiler replacement.

KAP Mechanical Services, LLC.....\$890,000.00
 MKD Construction, Inc.\$1,098,000.00

Engineer's Estimate\$600,000.00

The Director awarded the contract on January 17, 2020 to KAP Mechanical Services, LLC in the amount of \$890,000.00.

2. December 19, 2019 at 1:30 PM the following bids were opened for Contract **3804**, Project No. SPF-006-3(012), on US 6, Great Basin Highway, from Madison Avenue to 198 South Street, in White Pine County, to install NDOT and utility trunk-line conduit and fiber optic cable from AT&T OA [Optical Amplifier] site.

NNE Construction, Inc.\$856,006.78
 Road and Highway Builders LLC\$1,262,262.00

Engineer's Estimate\$1,000,617.17

The Director awarded the contract on February 4, 2020, to NNE Construction, Inc. in the amount of \$856,006.78.

3. December 19, 2019 at 2:00 PM the following bids were opened for Contract **3801**, Project No. SPI-080-4(037), on I-80, in Elko County, to install fencing.

Acha Construction LLC\$543,659.00
 Cheal Custom Fence Co.....\$571,740.00

Engineer's Estimate\$591,453.73

The Director awarded the contract on January 16, 2020, to Acha Construction LLC in the amount of \$543,659.00.

4. January 16, 2020 at 1:30 PM the following bids were opened for Contract **3803**, Project No. SPSR-0574(002), on SR 574, Las Vegas, Cheyenne Avenue from Revere Street to Carivan Way, in Clark County, for ADA improvements: pedestrian ramps, sidewalks, detectable warnings, and driveway approaches at signalized intersections.

Las Vegas Paving Corporation.....\$950,000.00

Engineer's Estimate\$869,878.01

The Director awarded the contract on February 4, 2020, to Las Vegas Paving Corporation in the amount of \$950,000.00.

5. January 16, 2020 at 2:00 PM the following bids were opened for Contract **3809**, Project No. SPF-095-5(033), on US 95, in Fallon, from 500 feet north of Sheckler Road to Keddie Street, except for, US 50, Williams Avenue, in Churchill County, for ADA improvements: pedestrian ramps, sidewalks, detectable warnings, and driveway approaches.

A & K Earth Movers, Inc.....\$796,000.00

Spanish Springs Construction, Inc.\$1,145,444.00

MKD Construction, Inc.\$1,353,000.00

Granite Construction Company.....\$1,495,495.00

Engineer's Estimate\$1,039,632.38

The Director awarded the contract on February 4, 2020, to A & K Earth Movers, Inc. in the amount of \$796,000.00.

6. January 16, 2020 at 3:00 PM the following bids were opened for Contract **3810**, Project No. SPF-395-2(045), on US 395, in Washoe County, to install wind warning signs.

PAR Electrical Contractors, Inc.....\$585,296.20

Titan Electrical Contracting, Inc.....\$802,949.20

Engineer's Estimate\$568,399.89

The Director awarded the contract on February 4, 2020, to PAR Electrical Contractors, Inc. in the amount of \$585,296.20.

Attachment B

State of Nevada Department of Transportation
Executed Agreements - Informational
January 10, 2020 through February 6, 2020

| Line No. | Agreement No. | Amend No. | Contractor | Purpose | Fed | Original Agreement Amount | Total of Prior Amendments | Amendment Amount | Payable Amount | Receivable Amount | Start Date | End Date | Amend Date | Agree Type | Division | Director's Office | Division Head | Notes |
|----------|---------------|-----------|--|--------------------------------------|-----|---------------------------|---------------------------|------------------|----------------|-------------------|------------|------------|------------|---------------------|--------------------|-------------------|---------------|--|
| 1 | 47419 | 00 | 360 SURVEILLANCE, INC. | UPGRADE ROAD VIDEO SYSTEM | N | \$54,400.00 | - | - | \$54,400.00 | - | 01/21/2020 | 06/30/2020 | - | Developer | Traffic Operations | Tracy | Denise | 01-21-20: UPGRADE ROADWAY VIDEO SYSTEM TO BRING THE VIDEO GATEWAY INTO COMPLIANCE WITH THE STATE SECURITY STANDARDS AND TO IMPROVE RELIABILITY, STATEWIDE. NV B/L#: NVF20161146400-S |
| 2 | 31018 | 00 | CITY OF CALIENTE | COMMUNICATIONS EQUIPMENT MAINTENANCE | N | \$30,000.00 | - | - | \$30,000.00 | - | 01/27/2020 | 06/30/2038 | - | Facility | Traffic Operations | Tracy | Denise | 01-27-20: LICENSE AGREEMENT TO SECURE THE RIGHT TO LOCATE, MAINTAIN, AND OPERATE COMMUNICATIONS EQUIPMENT, AND TO TRANSMIT AND RECEIVE COMMUNICATIONS SIGNALS FROM THE PREMISES OWNED BY THE CALIENTE COMMUNICATIONS TOWER BOARD, LINCOLN COUNTY. NV B/L#: EXEMPT |
| 3 | 09012 | 03 | NV ENERGY | UTILITY ADJUSTMENT | Y | \$770,294.50 | \$1,013,368.69 | \$562,927.94 | \$2,346,591.13 | - | 03/19/2012 | 05/30/2020 | 01/14/2020 | Facility | Right-of-Way | Cliff | Craig | AMD 3 01-14-20: INCREASE AUTHORITY BY \$562,927.94 FROM \$1,783,663.19 TO \$2,346,591.13 DUE TO NV ENERGY'S TRANSMISSION AND DISTRIBUTION LINES ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS OF THE PROJECT. THE CITY OF LAS VEGAS HAS ALLOCATED MONIES TO THE DEPARTMENT TO PAY FOR RELOCATIONS. AMD 2 08-03-17: INCREASE AUTHORITY BY \$414,157.72 FROM \$1,369,505.47 TO \$1,783,663.19 DUE TO INCREASES IN LABOR, DESIGN, CONSTRUCTION AND MANDATED NIGHT WORK, INCREASING THE ESTIMATED COST OF THE RELOCATIONS. AMD 1 05-20-16: INCREASE AUTHORITY BY \$599,210.97 FROM \$770,294.50 TO \$1,369,505.47 DUE TO PROJECT DELAYS, INCREASING THE ESTIMATED COST OF THE RELOCATIONS. 03-19-12: CHARLESTON AND LAMB INTERSECTION, ADJUST AND RELOCATE UTILITY FACILITIES, OVERHEAD TRANSMISSION, AND DISTRIBUTION ELECTRICAL LINES, CLARK COUNTY. NV B/L#: NVD19831015840 |
| 4 | 11220 | 00 | NV ENERGY | DESIGN INITIATION | Y | \$4,000.00 | - | - | \$4,000.00 | - | 01/27/2020 | 01/31/2025 | - | Facility | Right-of-Way | Cliff | Craig | 01-27-20: DESIGN A NEW 200A SERVICE PEDESTAL TO POWER LIGHTING FOR TRUCK PARKING ON I-80 AND BEOWAWE INTERCHANGE (MP EU 8.13), EUREKA COUNTY. NV B/L#: NVD19831015840 |
| 5 | 11420 | 00 | NV ENERGY | LINE EXTENSION | N | \$1,839.00 | - | - | \$1,839.00 | - | 01/27/2020 | 01/31/2025 | - | Facility | Right-of-Way | Cliff | Craig | 01-27-20: UPGRADE OF ELECTRICAL LINE FROM EXISTING 100A SERVICE TO 200A SERVICE FOR PROJECT SP-580-1(025), ON HUFFAKER LANE NEAR I-580, WASHOE COUNTY. NV B/L#: NVD19831015840 |
| 6 | 11620 | 00 | NV ENERGY | DESIGN INITIATION | N | \$500.00 | - | - | \$500.00 | - | 01/27/2020 | 01/31/2025 | - | Facility | Right-of-Way | Cliff | Craig | 01-27-20: DESIGN OF NEW SERVICE PEDESTAL FOR A SIGNAL AT RIVER RANCH ROAD (MP LY 16.3), WASHOE COUNTY. NV B/L#: NVD19831015840 |
| 7 | 11720 | 00 | NV ENERGY | DESIGN INITIATION | N | \$500.00 | - | - | \$500.00 | - | 02/04/2020 | 01/31/2025 | - | Facility | Right-of-Way | Cliff | Craig | 02-04-20: DESIGN OF ONE 100A NEW SERVICE PEDESTAL TO POWER DEPARTMENT INFRASTRUCTURE DEVICES NEAR US-50A AND NEVADA PACIFIC PARKWAY INTERSECTION, LYON COUNTY. NV B/L#: NVD19831015840 |
| 8 | 97219 | 00 | NV ENERGY | DESIGN INITIATION | N | \$2,000.00 | - | - | \$2,000.00 | - | 12/17/2019 | 12/31/2024 | - | Facility | Right-of-Way | Cliff | Craig | 12-17-19: DESIGN OF A NEW SERVICE PEDESTAL FOR LIGHTING A SIGNALIZED INTERSECTION AT I-80 AND EAST LOCKWOOD DRIVE, WASHOE COUNTY. NV B/L#: NVD19831015840 |
| 9 | 52019 | 00 | CHURCHILL AREA REGIONAL TRANSPORTATION | TRANSIT VEHICLE GRANT | Y | \$70,346.00 | - | - | \$59,794.00 | \$10,552.00 | 02/05/2020 | 03/01/2025 | - | Grantee | Planning | Sondra | Mark | 02-05-20: FUNDING ASSISTANCE FOR FY2020 TO PURCHASE ONE (1) E450 CUTAWAY BUS FOR USE IN THE GRANTEE'S TRANSPORTATION PROJECT, CHURCHILL COUNTY. NV B/L#: NVD20021368562 |
| 10 | 52219 | 00 | DOUGLAS AREA RURAL TRANSIT | TRANSIT VEHICLE GRANT | Y | \$79,098.00 | - | - | \$67,233.00 | \$11,865.00 | 01/31/2020 | 03/01/2025 | - | Grantee | Planning | Sondra | Mark | 01-31-20: FUNDING ASSISTANCE FOR FY2020 TO PURCHASE ONE (1) E450 CUTAWAY BUS FOR USE IN THE GRANTEE'S TRANSPORTATION PROJECT, DOUGLAS COUNTY. NV B/L#: EXEMPT |
| 11 | 52319 | 00 | ELKO COUNTY | TRANSIT VEHICLE GRANT | Y | \$3,470.00 | - | - | \$2,776.00 | \$694.00 | 01/31/2020 | 03/01/2024 | - | Grantee | Planning | Sondra | Mark | 01-31-20: FUNDING ASSISTANCE FOR FY2020 TO PURCHASE VEHICLE COMMUNICATION EQUIPMENT FOR USE IN THE GRANTEE'S TRANSPORTATION PROJECT, ELKO COUNTY. NV B/L#: EXEMPT |
| 12 | 52419 | 00 | ELKO COUNTY | GRANT FUNDED PUBLIC TRANSIT | Y | \$55,330.00 | - | - | \$44,264.00 | \$11,066.00 | 03/01/2020 | 03/01/2024 | - | Grantee | Planning | Sondra | Mark | 03-01-20: ALLOCATION OF FEDERAL 5339 GRANT FUNDS FOR ON-BOARD SAFETY, SECURITY AND VEHICLE DIAGNOSTIC EQUIPMENT FOR RURAL PUBLIC TRANSIT, ELKO COUNTY. NV B/L#: EXEMPT |
| 13 | 52519 | 00 | HUMBOLDT COUNTY | GRANT FUNDED PUBLIC TRANSIT | Y | \$76,743.00 | - | - | \$65,232.00 | \$11,511.00 | 03/01/2020 | 03/01/2025 | - | Grantee | Planning | Sondra | Mark | 03-01-20: ALLOCATION OF FEDERAL 5339 GRANT FUNDS FOR FOUR (4) WHEELCHAIR POSITIONS AND REAR LIFT FOR RURAL PUBLIC TRANSIT, HUMBOLDT COUNTY. NV B/L#: EXEMPT |
| 14 | 01620 | 00 | NYE COUNTY | FEDERAL AVIATION GRANT | N | \$12,704.49 | - | - | \$12,704.49 | - | 01/31/2020 | 03/31/2020 | - | Grantee | Planning | Sondra | Mark | 01-31-20: FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROJECT (AIP) GRANT (3-32-0019-015-2018) TO UNDERTAKE AND COMPLETE REHABILITATION AND RECONSTRUCTION OF PORTIONS OF THE AIRPORT RAMP, AND TAXIWAY ALPHA AT THE TONOPAH AIRPORT, NYE COUNTY. NV B/L#: EXEMPT |
| 15 | 00820 | 00 | UNR-EXTENDED STUDIES | EXTENDED STUDY COURSE | N | \$8,000.00 | - | - | \$8,000.00 | - | 01/31/2020 | 12/30/2020 | - | Interlocal | Training | Cole | Barbara | 01-31-20: PROVIDE A CUSTOMIZED UNIONS 101 CLASS FOR DEPARTMENT EMPLOYEES WHO ARE EXCLUDED FROM COLLECTIVE BARGAINING, WASHOE COUNTY. NV B/L#: EXEMPT |
| 16 | 11120 | 00 | PARK RANCH HOLDINGS, LLC | PERMANENT EASEMENT | N | \$1,000.00 | - | - | \$1,000.00 | - | 01/27/2020 | 01/31/2025 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-27-20: PERMANENT EASEMENT FOR A SHARED USE PATH AND FIBER OPTIC FACILITIES FOR 500 SQUARE FEET OF LAND ON PARCEL 7 AND A PORTION OF PARCEL 1320-32-501-021, DOUGLAS COUNTY. NV B/L#: NVD20131610733 |

| Line No. | Agreement No. | Amend No. | Contractor | Purpose | Fed | Original Agreement Amount | Total of Prior Amendments | Amendment Amount | Payable Amount | Receivable Amount | Start Date | End Date | Amend Date | Agree Type | Division | Director's Office | Division Head | Notes |
|----------|---------------|-----------|-----------------------------|--------------------------------|-----|---------------------------|---------------------------|------------------|----------------|-------------------|------------|------------|------------|------------------|---------------------|-------------------|---------------|--|
| 17 | 72819 | 00 | A&K EARTH MOVERS, INC. | INSTALL CATTLE GUARD | N | \$93,000.00 | - | - | \$93,000.00 | - | 01/29/2020 | 12/31/2020 | - | Service Provider | District II | Tracy | Mike | 01-29-20: REMOVE AND REPLACE FAILING 56' PRECAST CATTLE GUARD AND INSTALL NEW 56' PRECAST CATTLE GUARD ON SR-655 AT WALTHAM WAY, STOREY COUNTY. NV B/L#: NVD19651001305-Q PROPOSERS: A&K EARTH MOVERS, INC., SIERRA NEVADA CONSTRUCTION, INC., Q&D CONSTRUCTION, LLC, ROAD AND HIGHWAY BUILDERS, LLC |
| 18 | 78719 | 00 | BEARCAT MANUFACTURING | UPGRADE SYSTEM ON UNIT 2044 | N | \$25,000.00 | - | - | \$25,000.00 | - | 01/21/2020 | 07/31/2020 | - | Service Provider | Equipment | Tracy | Wayne | 01-21-20: UPGRADE THE BEARCAT COMPUTER SYSTEM IN UNIT 2044, A 2004 BEARCAT CHIP SPREADER, SO THE UNIT IS FULLY OPERATIONAL, NYE COUNTY. NV B/L#: EXEMPT-S |
| 19 | 00520 | 00 | BRUCE MACKAY PUMP AND WELL | WELL CLEANING AND PUMP TESTING | N | \$9,800.00 | - | - | \$9,800.00 | - | 01/29/2020 | 06/30/2020 | - | Service Provider | Architecture | Tracy | Anita | 01-29-20: WELL CLEANING AND TESTING THE PUMP AT TRENTO LANE MAINTENANCE YARD IN FALLON, CHURCHILL COUNTY. NV B/L#: NVD19851008304-Q PROPOSERS: BRUCE MACKAY PUMP & WELL SERVICE, INC. |
| 20 | 73919 | 00 | CARGILL DEICING TECHNOLOGY | BRINE UPGRADE | N | \$35,390.00 | - | - | \$35,390.00 | - | 01/29/2020 | 06/30/2020 | - | Service Provider | District II | Tracy | Mike | 01-29-20: UPGRADE TO THE LEGACY BRINE MAKER SYSTEM LOCATED AT THE GARDNERVILLE MAINTENANCE YARD, DOUGLAS COUNTY. NV B/L#: EXEMPT-S |
| 21 | 79619 | 00 | COASTLINE EQUIPMENT | REPLACE TRANSMISSION UNIT 0697 | N | \$40,000.00 | - | - | \$40,000.00 | - | 01/31/2020 | 04/06/2020 | - | Service Provider | Equipment | Tracy | Wayne | 01-31-20: REPLACE THE FAILED TRANSMISSION IN UNIT 0697, A 2002 JOHN DEERE MOTOR GRADER, CLARK COUNTY. NV B/L#: NVD19871021830-S |
| 22 | 11020 | 00 | COW COUNTY TITLE COMPANY | PRELIMINARY TITLE REPORT | N | \$385.00 | - | - | \$385.00 | - | 01/10/2020 | 01/31/2022 | - | Service Provider | Right-of-Way | Cliff | Craig | 01-10-20: PRELIMINARY TITLE REPORT FOR PARCEL 009-371-27, CHURCHILL COUNTY. NV B/L#: NVD19911019838 |
| 23 | 00420 | 00 | GENESIS RESOURCE INC. | KEYWATCHER SYSTEM INSTALL | N | \$55,623.50 | - | - | \$55,623.50 | - | 02/04/2020 | 06/30/2020 | - | Service Provider | District II | Tracy | Mike | 02-04-20: INSTALLATION AND PROGRAMMING OF TWO (2) ELECTRONIC KEY CABINETS AND PROPRIETARY SOFTWARE FOR KEY MANAGEMENT, LOCATED AT THE RENO ROADS OPERATION CENTER AND THE RENO MAINTENANCE YARD, WASHOE COUNTY. NV B/L#: EXEMPT-S |
| 24 | 54319 | 00 | INTERNATIONAL ROAD DYNAMICS | WEIGH-IN-MOTION CALIBRATION | N | \$30,000.00 | - | - | \$30,000.00 | - | 01/21/2020 | 06/30/2020 | - | Service Provider | Traffic Information | Sondra | Bob | 01-21-20: SITE CALIBRATION TO ENSURE THE ACCURACY AND RELIABILITY OF THE WEIGH-IN-MOTION SITES, WASHOE, DOUGLAS, AND CHURCHILL COUNTIES. NV B/L#: NVF20111378308-S |
| 25 | 79719 | 00 | PAPE MACHINERY | REPLACE ENGINE - UNIT 1698 | N | \$20,000.00 | - | - | \$20,000.00 | - | 01/15/2020 | 03/01/2020 | - | Service Provider | Equipment | Tracy | Wayne | 01-15-20: REPLACE THE FAILED ENGINE IN UNIT 1698, A JOHN DEERE FRONT-END LOADER, TO BRING THIS UNIT BACK TO OPERATING CONDITION. NV B/L#: NVD20051091956-S |

NO COST AGREEMENTS AND/OR AMENDMENTS

| Line No. | Agreement No. | Amend No. | Contractor | Purpose | Fed | Original Agreement Amount | Total of Prior Amendments | Amendment Amount | Payable Amount | Receivable Amount | Start Date | End Date | Amend Date | Agree Type | Division | Director's Office | Division Head | Notes |
|----------|---------------|-----------|--|-----------------------------------|-----|---------------------------|---------------------------|------------------|----------------|-------------------|------------|------------|------------|---------------------|--------------------|-------------------|---------------|--|
| 26 | 10320 | 00 | CITY OF ELY | MANHOLE AND VALVE COVERS | N | \$34,800.00 | - | - | - | \$34,800.00 | 01/10/2020 | 01/31/2025 | - | Facility | Right-of-Way | Cliff | Craig | 01-10-20: NO COST AGREEMENT TO ADJUST MANHOLE AND VALVE COVERS FOR ROADWAY, LIGHTING AND DRAINAGE IMPROVEMENTS ON US-50 FROM BELL AVENUE TO GREAT BASIN BOULEVARD, ON US-93 FROM GREAT BASIN BOULEVARD TO EAST 10TH STREET, AND FROM GREAT BASIN BOULEVARD AT THE US-50/US-93 SHARED ROADBED TO SOUTH OF THE JUNCTION OF US-6, WHITE PINE COUNTY. NV B/L#: EXEMPT |
| 27 | 11820 | 00 | CITY OF ELY | UTILITY ADJUSTMENT | N | \$1,564,550.00 | - | - | - | \$1,564,550.00 | 02/04/2020 | 01/31/2025 | - | Facility | Right-of-Way | Cliff | Craig | 02-04-20: NO COST AGREEMENT TO ADJUST CITY WATER FACILITIES ON EAST AULTMAN STREET AND WEST GREAT BASIN BOULEVARD INTERSECTION, US-93 EAST OF GREAT BASIN BOULEVARD, US-50 MP WP 66.263 TO MP WP 67.667, WHITE PINE COUNTY. NV B/L#: EXEMPT |
| 28 | 11920 | 00 | CITY OF ELY | UTILITY ADJUSTMENT | N | \$22,377.60 | - | - | - | \$22,377.60 | 02/04/2020 | 01/31/2025 | - | Facility | Right-of-Way | Cliff | Craig | 02-04-20: NO COST AGREEMENT TO ADJUST CITY SEWER FACILITIES ON GREAT BASIN BOULEVARD FROM 15.6 FEET RIGHT OF HIGHWAY ENGINEER'S STATION P1 AND 40.7 FEET LEFT OF HIGHWAY ENGINEER'S STATION P1, WHITE PINE COUNTY. NV B/L#: EXEMPT |
| 29 | 10220 | 00 | NV ENERGY | DESIGN APPROVAL | N | - | - | - | - | - | 01/10/2020 | 01/31/2025 | - | Facility | Right-of-Way | Cliff | Craig | 01-10-20: NO COST AGREEMENT FOR DESIGN OF SIGNAL LIGHTS AT SKYE POINT DRIVE, CENTENNIAL PARKWAY AND JOHN HERBERT BOULEVARD, CLARK COUNTY. NV B/L#: NVD19831015840 |
| 30 | 14819 | 00 | CARSON CITY PUBLIC WORKS | ROLES AND RESPONSIBILITIES | N | \$11,280.00 | - | - | - | \$11,280.00 | 01/13/2020 | 06/30/2024 | - | Interlocal | Traffic Operations | Tracy | Denise | 01-13-20: NO COST AGREEMENT TO ESTABLISH DEPARTMENT AND CITY RESPONSIBILITIES IN OPERATING AND MAINTAINING THE DEPARTMENT'S RADIO SYSTEM, STATEWIDE. NV B/L#: EXEMPT |
| 31 | 03910 | 02 | ORMAT NEVADA, INC. | MULTI-USE LEASE | Y | \$2,575.00 | \$1,675.00 | - | - | \$4,250.00 | 02/22/2010 | 01/31/2025 | 01/13/2020 | Lease | Right-of-Way | Cliff | Craig | AMD 2 01-13-20: NO COST AMENDMENT TO CORRECT LEGAL DESCRIPTION AND EXTEND TERMINATION DATE FROM 01-31-20 TO 01-31-25, UTILIZING THE OPTION TO EXTEND PER THE TERMS OF THE AGREEMENT. AMD 1 02-11-15: INCREASE RECEIVABLE AUTHORITY BY \$1,675.00 (\$335.00 PER YEAR) FROM \$2,575.00 TO \$4,250.00, AND EXTEND TERMINATION DATE FROM 01-31-15 TO 01-31-20 FOR MULTI USE LEASE. 02-22-10: LEASE FOR HEATED WATER PIPE LINE AND LANDSCAPING, WASHOE COUNTY. NV B/L#: NVF19921016142 |
| 32 | 00120 | 00 | ROBERT DAVIES | EMPLOYEE HOUSE LEASE | N | \$4,080.00 | - | - | - | \$4,080.00 | 01/24/2020 | 02/29/2024 | - | Lease | District III | Tracy | Boyd | 01-24-20: NO COST AGREEMENT FOR AN EMPLOYEE LEASE FOR EMIGRANT MAINTENANCE STATION, HOUSE #245, EUREKA COUNTY. NV B/L#: EXEMPT. |
| 33 | 10020 | 00 | 1995 NELLIS, LLC | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/13/2020 | 01/31/2025 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-13-20: NO COST AGREEMENT TO RECONSTRUCT A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVD20011017120 |
| 34 | 99119 | 00 | 7-ELEVEN, INC. | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/13/2020 | 12/31/2024 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-13-20: NO COST AGREEMENT TO RECONSTRUCT A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVF19621001039 |
| 35 | 99219 | 00 | 7-ELEVEN, INC. | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/13/2020 | 12/31/2024 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-13-20: NO COST AGREEMENT TO RECONSTRUCT A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVF19621001039 |
| 36 | 99319 | 00 | 7-ELEVEN, INC. | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/13/2020 | 12/31/2024 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-13-20: NO COST AGREEMENT TO RECONSTRUCT A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVF19621001039 |
| 37 | 99419 | 00 | 7-ELEVEN, INC. | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/13/2020 | 12/31/2024 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-13-20: NO COST AGREEMENT TO RECONSTRUCT A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVF19621001039 |
| 38 | 12120 | 00 | ASSOCIATION OF EQUIPMENT MANUFACTURERS | TEMPORARY EASEMENT | N | \$1,470.00 | - | - | - | \$1,470.00 | 02/09/2020 | 03/24/2020 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 02-09-20: NO COST AGREEMENT FOR TEMPORARY USE OF A PORTION OF THE RIGHT-OF-WAY FOR FREIGHT DELIVERY, RIDESHARE (UBER/LYFT), AND TAXI DROP OFF AND PICK-UP, CLARK COUNTY. NV B/L#: NVF20021388776 |
| 39 | 10620 | 00 | C HOLDINGS, LLC | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/14/2020 | 01/31/2025 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-14-20: NO COST AGREEMENT TO RECONSTRUCT A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVF20161169908 |
| 40 | 10820 | 00 | CENTRAL TELEPHONE COMPANY | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/14/2020 | 01/31/2025 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-14-20: NO COST AGREEMENT TO RECONSTRUCT A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVF19711000425 |
| 41 | 10720 | 00 | LA WILSHIRE CORPORATION | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/14/2020 | 01/31/2025 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-14-20: NO COST AGREEMENT TO RECONSTRUCT A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVD20061517126 |
| 42 | 11320 | 00 | NELLIS STEWART INC. | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/27/2020 | 01/31/2025 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-27-20: NO COST AGREEMENT TO RECONSTRUCT A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVF20141460038 |

NO COST AGREEMENTS AND/OR AMENDMENTS

| Line No. | Agreement No. | Amend No. | Contractor | Purpose | Fed | Original Agreement Amount | Total of Prior Amendments | Amendment Amount | Payable Amount | Receivable Amount | Start Date | End Date | Amend Date | Agree Type | Division | Director's Office | Division Head | Notes |
|----------|---------------|-----------|------------------------------------|---|-----|---------------------------|---------------------------|------------------|----------------|-------------------|------------|------------|------------|---------------------|----------------------------------|-------------------|---------------|--|
| 43 | 10920 | 00 | SANITARY SEPTIC SERVICE, INC. | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/14/2020 | 01/31/2025 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-14-20: NO COST AGREEMENT TO RECONSTRUCT CURB, GUTTERS AND SIDEWALKS ON A SEGMENT OF US-50 FROM RUTH AND KIMBERLY ROAD TO US-6, WHITE PINE COUNTY. NV B/L#: NVD19961088700 |
| 44 | 10120 | 00 | SUNIL KUMAR & RENU KHARBANDA | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/13/2020 | 01/31/2025 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-13-20: NO COST AGREEMENT TO RECONSTRUCT A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: EXEMPT |
| 45 | 10520 | 00 | SZ INCOME TRUST BOHN MICHAEL F TRS | CONSTRUCTION OUTSIDE RIGHT-OF-WAY | N | - | - | - | - | - | 01/14/2020 | 01/31/2025 | - | Right-of-Way Access | Right-of-Way | Cliff | Craig | 01-14-20: NO COST AGREEMENT TO RECONSTRUCT A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: EXEMPT |
| 46 | 41219 | 01 | DIGITAL TRAFFIC SYSTEMS, INC. | MAINTENANCE OF INTELLIGENT TRAFFIC SYSTEM DEVICES | N | \$3,365,000.00 | - | - | \$3,365,000.00 | - | 08/19/2019 | 12/31/2023 | 01/09/2020 | Service Provider | Traffic Operations | Tracy | Denise | AMD 1 01-09-20: NO COST AMENDMENT TO CHANGE AGREEMENT FROM A MASTER AGREEMENT WITH TASK ORDERS TO A SERVICE AGREEMENT BY REMOVING ALL TASK ORDER LANGUAGE TO ALLOW DISTRICT 2 TO ADMINISTER USING WORK ORDERS. ADDITIONAL TIME AND FUNDING ARE NOT ANTICIPATED. 08-19-19: ON-CALL MAINTENANCE AND REPAIR OF INTELLIGENT TRANSPORTATION SYSTEM (ITS) DEVICES IN DISTRICT 2, WASHOE, PERSHING, HUMBOLDT, CHURCHILL, CARSON CITY, DOUGLAS, LYON, AND MINERAL COUNTIES. NV B/L#: NVF20131597242-R |
| 47 | 04518 | 01 | HORROCKS ENGINEERING, INC. | CREW AUGMENTATION | Y | \$961,146.40 | - | - | \$961,146.40 | - | 04/10/2018 | 03/31/2022 | 01/27/2020 | Service Provider | Construction | Cliff | Sharon | AMD 1 01-27-20: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 03-31-20 TO 03-31-22 AND AMEND THE BILLING RATES TO ALLOW FOR A FOUR-YEAR ON-CALL SERVICES AGREEMENT. ADDITIONAL FUNDING IS NOT ANTICIPATED. 04-10-18: PROVIDE PROFESSIONAL AND TECHNICAL ENGINEERING SERVICES PROCURED UNDER RFP 577-17-040 TO AUGMENT THE DEPARTMENT'S CONSTRUCTION CREWS IN DISTRICT 1 WITH STAFF AND EQUIPMENT ON AN INTERMITTENT, AS-NEEDED BASIS TO ENSURE THAT THE CONSTRUCTION OF DEPARTMENT PROJECTS ARE ACCOMPLISHED IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS, AND ALL OTHER CONTRACT DOCUMENTS. AUGMENTATION IS NECESSARY DUE TO THE NUMBER, SIZE, AND SCOPE OF PROJECTS ANTICIPATED TO BE UNDER CONSTRUCTION AND THE WORKLOAD OF THE DEPARTMENT'S CONSTRUCTION CREWS. DISTRICTS 2 AND 3 RECEIVED APPROVAL FROM THE BOARD IN FEBRUARY FOR \$3,877,968.64 TO PROVIDE EQUIVALENT SCOPE OF SERVICES. THE APPROVED AMOUNT WAS BUDGETED FOR ALL THREE DISTRICTS, OF WHICH DISTRICT 1 WILL UTILIZE \$961,146.40 OF THE \$3,877,968.64, STATEWIDE. NV B/L# NVF19991246016-R |
| 48 | 60217 | 01 | INFO TECH, INC. OF FLORIDA | HOSTING AASHTOWARE APPLICATION | N | \$245,220.00 | - | - | \$245,220.00 | - | 01/24/2018 | 04/30/2020 | 01/21/2020 | Service Provider | Construction | Cliff | Sharon | AMD 1 1-21-20: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 01-24-20 TO 04-30-20 DUE TO THE ONGOING NEED FOR CONTINUATION OF SERVICES. ADDITIONAL FUNDING IS NOT ANTICIPATED. 01-24-18: CLOUD-BASED HOSTING SERVICES FOR AASHTOWARE PROJECT CONSTRUCTION AND MATERIALS ENVIRONMENTS, STATEWIDE. NV B/L#: NVF20121317852-S |
| 49 | 65515 | 02 | J & L | HEADQUARTERS JANITORIAL SERVICES | N | \$294,960.40 | \$304,616.64 | - | \$599,577.04 | - | 02/01/2016 | 04/30/2020 | 01/21/2020 | Service Provider | Buildings and Grounds | Cole | Jim | AMD 2 01-21-20: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 02-01-20 TO 04-30-20 TO ENSURE CONTINUOUS SERVICE PROVISION UNTIL PROCUREMENT FOR NEW AGREEMENT IS COMPLETE. ADDITIONAL FUNDING IS NOT ANTICIPATED. AMD 1 11-30-17: INCREASE AUTHORITY BY \$304,616.64 FROM \$294,960.40 TO \$599,577.04 AND EXTEND TERMINATION DATE FROM 02-28-18 TO 02-01-20 TO EXTEND SERVICES FOR TWO MORE YEARS, UTILIZING THE OPTION TO EXTEND PER THE TERMS OF THE AGREEMENT. 02-01-16: PROVIDE JANITORIAL SERVICES TO DEPARTMENT'S HEADQUARTERS CAMPUS, INCLUDING OFFICE SPACE LOCATED AT AIRPORT HANGAR, CARSON CITY. NV B/L#: NVD20101116972-R |
| 50 | 74919 | 01 | LOGISTICAL SOLUTIONS, LLC | DISPLACED PERSON CLEAN UP | N | \$250,000.00 | - | - | \$250,000.00 | - | 01/06/2020 | 12/31/2021 | 01/29/2020 | Service Provider | Maintenance and Asset Management | Tracy | Anita | AMD 1 01-29-20: NO COST AMENDMENT TO REMOVE PREVAILING WAGE LANGUAGE PER NRS 338.011. ADDITIONAL FUNDING AND TIME ARE NOT ANTICIPATED. 01-06-20: REGULARLY SCHEDULED DISPLACED PERSON CLEAN UP AS WELL AS ON-CALL DISPLACED PERSON CLEAN UP SERVICES TO INCLUDE, BUT NOT LIMITED TO, REMOVAL, DISPOSAL, SANITATION, MOBILIZATION, AND ANY TRAFFIC CONTROL AND ENVIRONMENTAL CONTAINMENT AT VARIOUS LOCATIONS, CLARK COUNTY. NV B/L#: NV20081496193-Q |

NO COST AGREEMENTS AND/OR AMENDMENTS

| Line No. | Agreement No. | Amend No. | Contractor | Purpose | Fed | Original Agreement Amount | Total of Prior Amendments | Amendment Amount | Payable Amount | Receivable Amount | Start Date | End Date | Amend Date | Agree Type | Division | Director's Office | Division Head | Notes |
|----------|---------------|-----------|---------------------|---|-----|---------------------------|---------------------------|------------------|----------------|-------------------|------------|------------|------------|------------------|------------------------|-------------------|---------------|---|
| 51 | 41119 | 01 | THE NARWHAL GROUP | MAINTENANCE OF INTELLIGENT TRAFFIC SYSTEM DEVICES | N | \$1,680,000.00 | - | - | \$1,680,000.00 | - | 08/19/2019 | 12/31/2023 | 01/30/2020 | Service Provider | Traffic Operations | Tracy | Denise | AMD 1 01-30-20: NO COST AMENDMENT TO CHANGE AGREEMENT FROM A MASTER AGREEMENT WITH TASK ORDERS TO A SERVICE AGREEMENT BY REMOVING ALL TASK ORDER LANGUAGE TO ALLOW DISTRICT 1 TO ADMINISTER TASKS USING WORK ORDERS. ADDITIONAL FUNDING AND TIME ARE NOT ANTICIPATED. 08-19-19: ON-CALL MAINTENANCE AND REPAIR OF INTELLIGENT TRANSPORTATION SYSTEM (ITS) DEVICES IN DISTRICT 1, CLARK, NYE, ESMERALDA, MINERAL, AND LINCOLN, COUNTIES. NV B/L#: NVD20131182395-R |
| 52 | 07519 | 01 | TIMMONS GROUP, INC. | GIS SUPPORT SERVICES | N | \$285,000.00 | - | - | \$285,000.00 | - | 01/29/2019 | 06/30/2021 | 01/31/2020 | Service Provider | Information Technology | Cole | Dave | AMD 1 01-31-20: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 06-30-20 TO 06-30-21 DUE TO THE DEPARTMENT'S NEED FOR CONTINUED SUPPORT AND ADMINISTRATION. ADDITIONAL FUNDING AND TIME ARE NOT ANTICIPATED. 01-29-19: INSTALLATION OF NEW SOFTWARE AND IMPLEMENTATION OF ARCGIS FOR PORTAL AND REVIEW OF CURRENT OPERATIONS, CARSON CITY. NV B/L#: NVF20141168085-S |



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

MEMORANDUM

March 9, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: March 9, 2020 | Transportation Board of Directors Meeting

ITEM #9: Consideration of Landowners Eugene J. Lepire and Judith L. Lepire Claim for \$495,000 Compensation pursuant to NRS 408.497—*For possible action.*

Summary:

Landowners Eugene J. Lepire and Judith L. Lepire submitted a Verified Statement of Claim to the Department demanding \$495,000 for alleged damage to their property located in Lyon County. See Attachment A. It is recommended that this claim be denied.

NRS 408.497 provides:

NRS 408.497 Construction, alteration or improvement of highway: Claim for damage to land or interests; proceeding in inverse condemnation.

1. Any person asserting any claim for compensation or damage for injury to land or interests therein arising from the construction, alteration or improvement of any highway constructed, altered or improved under the provisions of this chapter shall first, as a condition precedent to the action authorized by subsection 2 and not later than 2 years after final acceptance of the contract by the Department as defined in NRS 408.387, file such claim with the Department, verified under oath and containing all particulars regarding such claim. Such claim must be promptly investigated by the Director, who shall recommend its disposition to the Board, and if such claim or any portion thereof is approved by the Board it must be paid upon obtaining a written release of the entire claim, out of the State Highway Fund. The claimant must be given written notice by registered mail of the Board's decision.

2. Any claimant aggrieved by the Board's decision on such claim may commence, in the district court for the county in which the land is situated, within 6 months after receipt

of notice of the decision on such claim, a proceeding in inverse condemnation against the Department seeking just compensation for an alleged taking or damaging of private property for highway purposes, and if such proceeding is not so commenced within such time it is forever barred.

Background:

The Lepires own an approximate 1-acre vacant parcel in Lyon county near the intersection of US Highway 50 and USA Parkway. See Attachment B, aerial photograph with Lepire property highlighted. This property abuts the alignment for Bowers Avenue, a designated county road. The Lepires' property does not and has never directly abutted nor had direct access to US Highway 50. The Lepires' legal access to their property is and always has been through Bowers Avenue.

In 1982, a different landowner, Herbert Harmon, sought a revocable permit from the Department to install gravel on the Bowers Avenue alignment from US Highway 50 to his property line. At the time, it was deemed a safe approach and the permit request was granted. That permit could not be transferred, conveyed or assigned without the Department's written approval, which never occurred. Additionally, although Lyon County applied for permits to connect its alignments to US Highway 50 in other locations, no such permit was sought or granted for the Bowers Avenue alignment.

As part of the USA Parkway construction, a roundabout was installed at the intersection of US Highway 50 and USA Parkway. This roundabout is only 160 feet from the gravel Bowers Avenue approach to US Highway 50, which is no longer deemed safe. As such, the Department has closed that unpermitted approach.

As part of the US Highway 50 project, the Department paved Onyx Road and Bowers Avenue and is installing a frontage road to connect Bowers Avenue to USA Parkway. See Attachment B, drawing depicting the planned improvements. When this project is complete, although Bowers Avenue will no longer connect directly to US Highway 50, it will provide a means for all properties abutting Bowers Avenue to access US 50 via Onyx and a means to access USA Parkway via the frontage road.

The Lepires claim that the Department has damaged their property and must pay \$495,000 compensation because:

- 1) "With the development of the Highway Project, access to US Highway 50 has been altered, such that the Subject Property no longer enjoys direct access to US Highway 50."
- 2) "In the course of the development of the Highway Project, the Lepires allege on information and belief that the State of Nevada and its contractors have trespassed upon and done damage to the Subject

MEMORANDUM

Department of Transportation Board of Directors

March 9, 2020

Page 3 of 3

- 3) Property, including dumping materials on the Subject Property, damaging an advertising sign on the Subject Property, and covering over a well site on neighboring property which was intended to be used for the benefit of the Subject Property.”

Attachment A, paragraphs 7 and 8.

The Department has investigated the claims and concluded no compensation is owed.

The area the contractor worked on adjacent to the Lepires’ property was staked and photographed. See Attachment C, photographs of the Lepires’ property. There is no indication from the photos or from speaking with the State’s contractors that there was any trespass, dumping of materials on the property or damage to an advertising sign. Further the Department did not cover a well. Through investigation, it was discovered that in 1988, the Office of the State Engineer ordered that an incomplete drilled well that was deemed unsafe and a source of potential pollution be plugged.

Analysis:

The Lepires’ major complaint seems to be that Bowers Avenue is no longer safe to connect to US Highway 50 and that in order to protect the travelling public, the Department closed a hazardous, unpermitted approach. Importantly, the Lepires’ legal access to Bowers Avenue remains identical to how it was before and after both the USA Parkway and US 50 Highway projects. No part of the Lepires’ property was taken and they never had abutters’ rights to US Highway 50. They are seeking compensation for a change in a potential traffic pattern which is non-compensable under Nevada law, much like the installation of a median. The Lepires retain the right to access their property from Bowers Avenue, a county road that is now paved, connects to US Highway 50 via Onyx Avenue and will soon connect to USA Parkway via a frontage road as a result of the State’s projects. No property right was taken from the Lepires.

The Department’s investigation failed to substantiate the Lepires’ other contentions regarding trespass, dumping, damage to a sign or covering a well. Such allegations would under no circumstances support a \$495,000 demand.

Attachments:

- A. Verified Statement of Claim
- B. Drawing depicting the planned improvements
- C. Photographs of the Lepires’ property

Recommendation for Board Action: Denial of the claim.

Prepared By:

Craig Reynoldson, Chief Right-of-Way Agent
Joe Vadala, Special Counsel



TO BE COMPLETED AND SENT
TO LEGAL DIVISION

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

DOCUMENTATION OF RECEIPT OF SERVICE

RECEIVED

OCT 16 2019

ATTORNEY GENERAL'S OFFICE
TRANSPORTATION DIVISION

TYPE OF DOCUMENT RECEIVED: Verified Statement of Claim
(Summons, Complaint, Subpoena, etc.)

HOW RECEIVED: PERSONAL SERVICE/HAND DELIVERED US Mail (By Whom):
Hand Delivered

DATE RECEIVED: 10/16/19 TIME: 3:40PM

RECEIVED BY: Claudia Castillo OFFICE: Front Office
(Front Office, Admin. Services, etc.)

ACCEPTED FOR: NDOT
(State/NDOT/Individual Employee, etc.)(For Subpoenas)

CASE NO.:

CASE NAME: IN RE: PROJECT SPF-050-2(19)
US-50 WIDENING FROM 2 TO 4 LANES and
DRAINAGE IMPROVEMENTS

EUGENE J. LEPIRE and JUDITH L. LEPIRE,
Co-Trustees of THE LEPIRE TRUST OF 1977,

Claimants,

FORWARDED TO/DISPOSITION: Legal
(Received Documents Attached Hereto)

DATE: 10/16/19
TIME: 3:40PM

ATTACHMENT A

MIKE PAVLAKIS
KAREN A. PETERSON
JAMES R. CAVILIA
CHRIS MACKENZIE
RYAN D. RUSSELL
JOEL W. LOCKE
JUSTIN TOWNSEND

KYLE A. WINTER
JENNIFER MCMENOMY
EMILEE N. SUTTON


ALLISON MACKENZIE
ATTORNEYS & COUNSELORS AT LAW

GEORGE V. ALLISON
JOAN C. WRIGHT
PATRICK V. FAGAN
CHARLES P. COCKERILL
OF COUNSEL

ANDREW MACKENZIE
(1941-2018)
MIKE SOUMBENIOTIS
(1932-1997)

October 16, 2019

VIA HAND DELIVERY

Kristina Swallow, Director
Nevada Department of Transportation
1263 S. Stewart Street
Carson City, NV 89712

RE: Eugene J. and Judith L. Lepire, Trustees of the Lepire Trust of 1977
Lyon County APN 018-371-11
US Highway 50 Widening Project

Dear Ms. Swallow,

Enclosed is a Verified Statement of Claim which we are filing with your office pursuant to NRS 408.597 on behalf of our clients, Eugene J. and Judith L. Lepire, Trustees of the Lepire Trust of 1977, as owners of the property located in Lyon County, Nevada, sometimes referred to as Lyon County Assessor's Parcel Number 018-371-11.

Please acknowledge your receipt of the Verified Statement of Claim by stamping the enclosed extra copy with your received date stamp and returning it to our runner.

Of course, if you have any questions, or if you need any additional information in order to complete your investigation, please let me know.

Sincerely,



Mike Pavlakis

encl.
cc: Dennis Gallagher, Esq.
Clients

4849-9438-5578, v. 1

ALLISON MacKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: law@allisonmackenzie.com

1 MIKE PAVLAKIS, ESQ.
2 Nevada State Bar No. 00539
3 ALLISON MacKENZIE, LTD.
4 402 North Division Street
5 P.O. Box 646
6 Carson City, NV 89702
7 Phone: (775) 687-0202
8 Facsimile (775) 882-7918
9 E-mail: mpavlakis@allisonmackenzie.com

6 Attorneys for Claimant,
7 EUGENE J. LEPIRE and JUDITH L. LEPIRE,
8 Trustees of THE LEPIRE TRUST OF 1977

RECEIVED
OCT 16 2019
DIRECTOR'S OFFICE

9 NEVADA STATE DEPARTMENT OF TRANSPORTATION

10 -o0o-

11 IN RE: PROJECT SPF-050-2(19)
12 US-50 WIDENING FROM 2 TO 4 LANES and
13 DRAINAGE IMPROVEMENTS

13 EUGENE J. LEPIRE and JUDITH L. LEPIRE,
14 Co-Trustees of THE LEPIRE TRUST OF 1977,

15 Claimants,

17 VERIFIED STATEMENT OF CLAIM

18 COME NOW, EUGENE J. LEPIRE and JUDITH L. LEPIRE, Co-Trustees of
19 The Lepire Trust of 1977 ("Claimants" or "Lepires"), by and through Mike Pavlakis, Esq., of
20 Allison MacKenzie, Ltd., and pursuant to NRS 408.597, submit their claim for damages as follows:

- 21 1. Lepires are the owners of a parcel of real property located in Lyon County,
22 Nevada, known as Lyon County Assessor's Parcel Number 018-371-11, consisting of approximately
23 1 acre (the "Subject Property").
- 24 2. The Subject Property has been owned by the Lepires for over 40 years.
- 25 3. The Subject Property historically has had access to US Highway 50 via
26 Bowers Lane.
- 27 4. The Subject Property is zoned as appropriate for commercial uses, including a
28 motel site.

ALLISON MacKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
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1 5. Prior to the development of the US Highway 50 widening project (the
2 "Highway Project"), the Subject Property was being advertised for sale for possible development as
3 a motel site, and the asking price was \$495,000.

4 6. Prior to the development of the Highway Project, the Subject Property had
5 direct access to US Highway 50 via Bowers Way.

6 7. With the development of the Highway Project, access to US Highway 50 has
7 been altered, such that the Subject Property no longer enjoys direct access to US Highway 50.

8 8. In the course of the development of the Highway Project, the Lepires allege
9 on information and belief that the State of Nevada and its contractors have trespassed upon and done
10 damage to the Subject Property, including dumping materials on the Subject Property, damaging an
11 advertising sign on the Subject Property, and covering over a well site on neighboring property
12 which was intended to be used for the benefit of the Subject Property.

13 9. As part of its development of the Highway Project, the Lepires allege on
14 information and belief that the State of Nevada has acquired neighboring properties.

15 10. The Lepires have been damaged by the actions of the State of Nevada, and
16 they seek a recovery from the State of Nevada in the form of money damages, in the amount of the
17 value of the property had the State of Nevada not taken the actions complained of herein, which the
18 Lepires allege is the sum of \$495,000.

19 Wherefore, pursuant to NRS 408.497, the Lepires seek an investigation of the matter
20 by the Director and a determination by the Board of Directors of the Nevada Department of
21 Transportation that the Lepires are entitled to compensation for injury to their interests in the Subject
22 Property arising from the construction of the Highway Project in the amount of \$495,000.

23 DATED this 16th day of October, 2019.

24 ALLISON MacKENZIE, LTD.
25 402 North Division Street
26 Carson City, NV 89703-4168

27 By: Mike Pavlakis
28 MIKE PAVLAKIS, ESQ.
Nevada State Bar No. 00539
Attorneys for Claimants,
EUGENE J. and JUDITH L. LEPIRE

ALLISON MacKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: law@allisonmackenzie.com

1 VERIFICATION

2 EUGENE J. LEPIRE and JUDITH L. LEPIRE, under penalty of perjury, declare that
3 the following assertions are true:

4 That we are the co-trustees of the LEIPRE TRUST OF 1977; that we have read the
5 foregoing VERIFIED STATEMENT OF CLAIM and know the contents thereof; that the same are true
6 and correct to the best of our knowledge, save and except those matters therein stated on information
7 and belief, and as to those matters we believe them to be true.

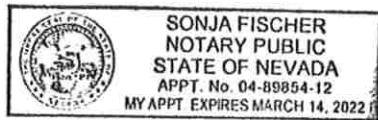
8 DATED this 16 day of October, 2019.

9
10 
11 EUGENE J. LEPIRE


JUDITH L. LEPIRE

12
13 STATE OF NEVADA }
14 CARSON CITY } ss.

15 On October 16, 2019, personally appeared before me, a Notary Public, EUGENE
16 J. LEPIRE and JUDITH L. LEPIRE, personally known (or proved) to me to be the persons whose
17 names are subscribed to the foregoing document, and who acknowledged to me that they executed the
18 foregoing document.
19




22 NOTARY PUBLIC

23
24
25 4841-7302-0073, v. 1
26
27
28

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6 Attorneys for Claimant,
EUGENE J. LEPIRE and JUDITH L. LEPIRE,
7 Trustees of THE LEPIRE TRUST OF 1977

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OCT 16 2019
DIRECTOR'S OFFICE

9 NEVADA STATE DEPARTMENT OF TRANSPORTATION

10 -o0o-

11 IN RE: PROJECT SPF-050-2(19))
12 US-50 WIDENING FROM 2 TO 4 LANES and)
DRAINAGE IMPROVEMENTS)
13 EUGENE J. LEPIRE and JUDITH L. LEPIRE,)
Co-Trustees of THE LEPIRE TRUST OF 1977,)
14 Claimants,)
15

17 VERIFIED STATEMENT OF CLAIM

18 COME NOW, EUGENE J. LEPIRE and JUDITH L. LEPIRE, Co-Trustees of
19 The Lepire Trust of 1977 ("Claimants" or "Lepires"), by and through Mike Pavlakis, Esq., of
20 Allison MacKenzie, Ltd., and pursuant to NRS 408.597, submit their claim for damages as follows:

- 21 1. Lepires are the owners of a parcel of real property located in Lyon County,
22 Nevada, known as Lyon County Assessor's Parcel Number 018-371-11, consisting of approximately
23 1 acre (the "Subject Property").
24 2. The Subject Property has been owned by the Lepires for over 40 years.
25 3. The Subject Property historically has had access to US Highway 50 via
26 Bowers Lane.
27 4. The Subject Property is zoned as appropriate for commercial uses, including a
28 motel site.

ALLISON MacKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: law@allisonmackenzie.com

1 5. Prior to the development of the US Highway 50 widening project (the
2 "Highway Project"), the Subject Property was being advertised for sale for possible development as
3 a motel site, and the asking price was \$495,000.

4 6. Prior to the development of the Highway Project, the Subject Property had
5 direct access to US Highway 50 via Bowers Way.

6 7. With the development of the Highway Project, access to US Highway 50 has
7 been altered, such that the Subject Property no longer enjoys direct access to US Highway 50.

8 8. In the course of the development of the Highway Project, the Lepires allege
9 on information and belief that the State of Nevada and its contractors have trespassed upon and done
10 damage to the Subject Property, including dumping materials on the Subject Property, damaging an
11 advertising sign on the Subject Property, and covering over a well site on neighboring property
12 which was intended to be used for the benefit of the Subject Property.

13 9. As part of its development of the Highway Project, the Lepires allege on
14 information and belief that the State of Nevada has acquired neighboring properties.

15 10. The Lepires have been damaged by the actions of the State of Nevada, and
16 they seek a recovery from the State of Nevada in the form of money damages, in the amount of the
17 value of the property had the State of Nevada not taken the actions complained of herein, which the
18 Lepires allege is the sum of \$495,000.

19 Wherefore, pursuant to NRS 408.497, the Lepires seek an investigation of the matter
20 by the Director and a determination by the Board of Directors of the Nevada Department of
21 Transportation that the Lepires are entitled to compensation for injury to their interests in the Subject
22 Property arising from the construction of the Highway Project in the amount of \$495,000.

23 DATED this 16th day of October, 2019.

24 ALLISON MacKENZIE, LTD.
25 402 North Division Street
26 Carson City, NV 89703-4168

27 By: Mike Pavlakis
28 MIKE PAVLAKIS, ESQ.
Nevada State Bar No. 00539
Attorneys for Claimants,
EUGENE J. and JUDITH L. LEPIRE

ALLISON MacKENZIE, LTD.
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Telephone: (775) 687-0202 Fax: (775) 882-7918
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VERIFICATION

EUGENE J. LEPIRE and JUDITH L. LEPIRE, under penalty of perjury, declare that the following assertions are true:

That we are the co-trustees of the LEIPRE TRUST OF 1977; that we have read the foregoing VERIFIED STATEMENT OF CLAIM and know the contents thereof; that the same are true and correct to the best of our knowledge, save and except those matters therein stated on information and belief, and as to those matters we believe them to be true.

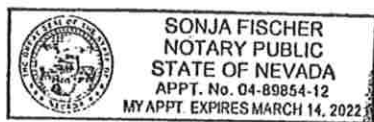
DATED this 16 day of October, 2019.


EUGENE J. LEPIRE


JUDITH L. LEPIRE

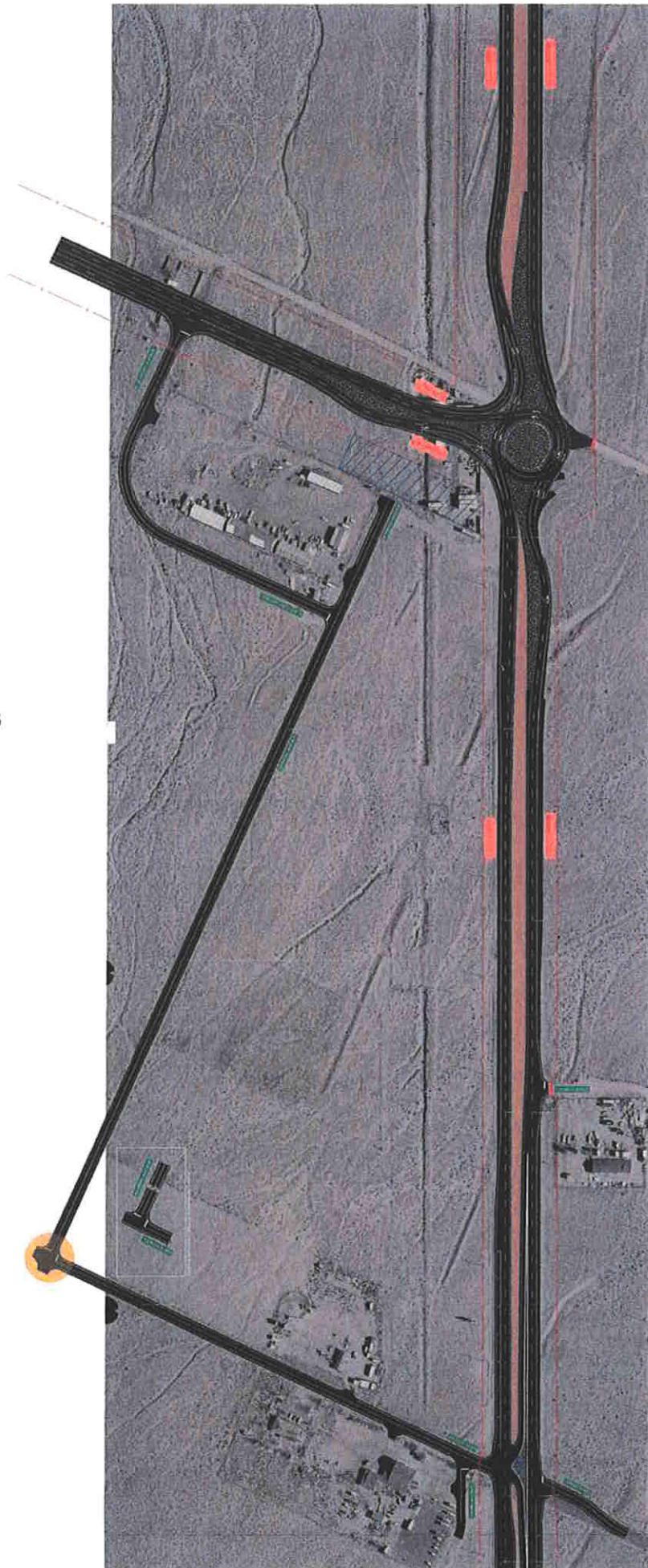
STATE OF NEVADA }
CARSON CITY } ss.

On October 16, 2019, personally appeared before me, a Notary Public, EUGENE J. LEPIRE and JUDITH L. LEPIRE, personally known (or proved) to me to be the persons whose names are subscribed to the foregoing document, and who acknowledged to me that they executed the foregoing document.

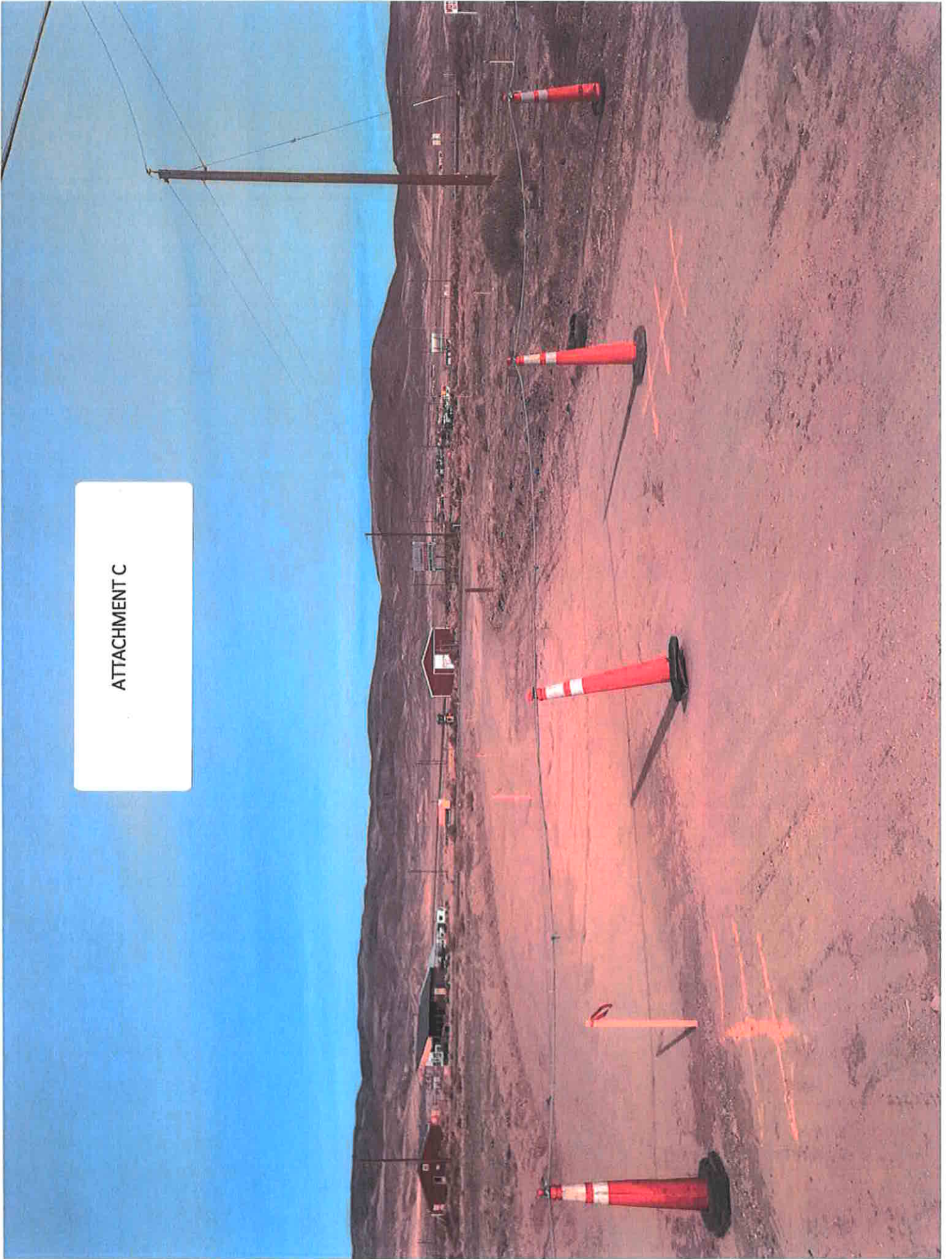



NOTARY PUBLIC

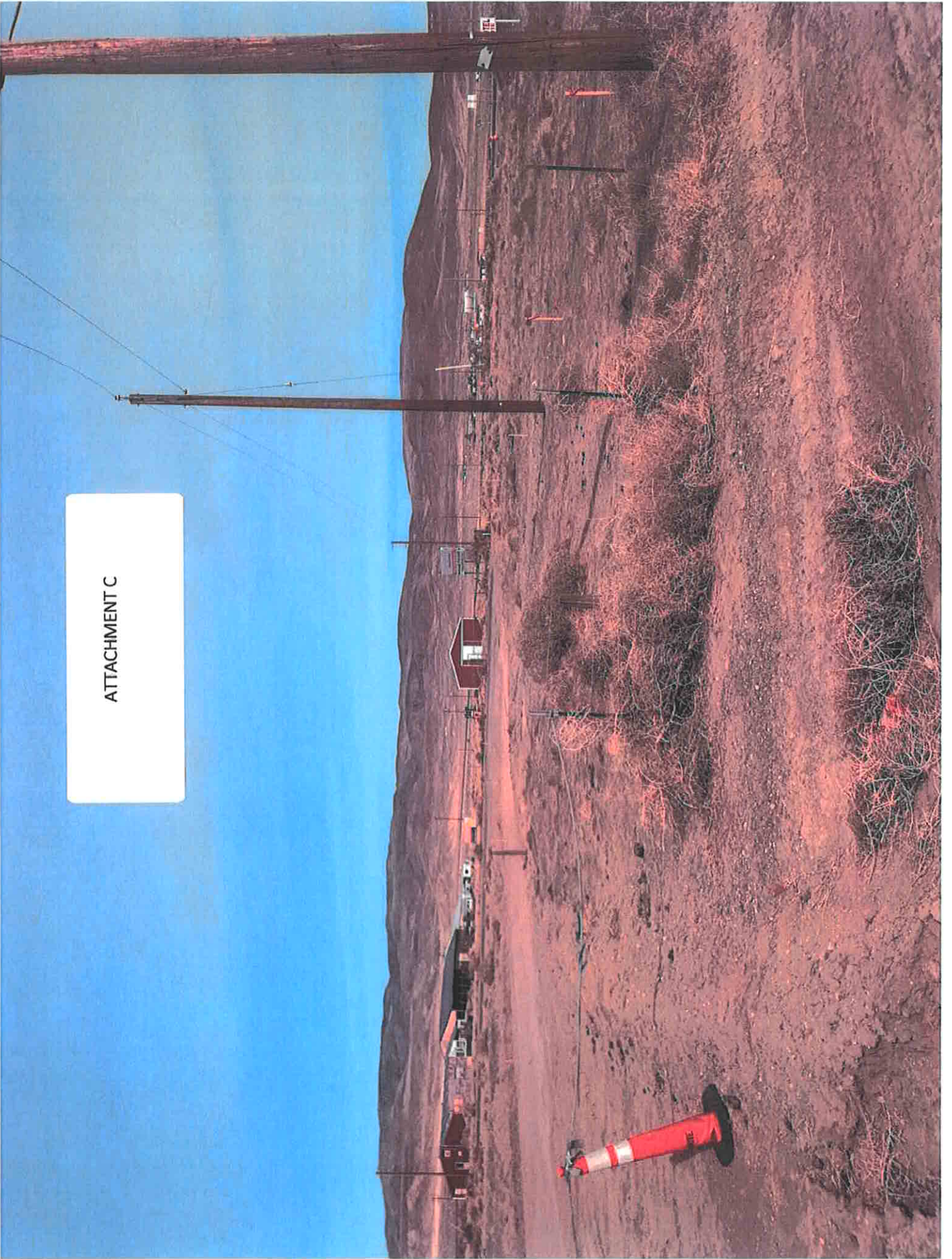
ATTACHMENT B



ATTACHMENT C



ATTACHMENT C





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

MEMORANDUM

March 9, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: March 9, 2020 | Transportation Board of Directors Meeting

ITEM #10: Consideration of Approval of SUR 08-40, Disposal of a portion of NDOT right-of-way, all of the Blue Diamond Drainage Channel, North of SR-160, in the County of Clark, State of Nevada—*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 Relinquishment. The easement interest to be relinquished includes a portion of NDOT right-of-way, all of the Blue Diamond Drainage Channel, North of SR-160, in the County of Clark, State of Nevada.
- The surplus action includes Parcel S-160-CL-003.363PE1 XS1 and Parcel S-160-CL-003.363PE2 XS1. Said parcels consists of approximately 8.53 acres of land, improved with existing drainage facilities as depicted on the attached sketch maps labeled Exhibits "A" through "J".

Background:

On October 10, 2005, the Department acquired an easement interest from the Union Pacific Railroad Company for highway purposes in Clark County for project SPSR-0160(006). No record of payment was found for this easement.

On August 8, 2005, the Department entered into Cooperative Agreement No. R605-05-010 with Clark County to reconstruct the existing SR-160/I-15 Blue Diamond Interchange to a full interchange.

Clark County consented by resolution, passed and adopted on December 17, 2019, to the Department's requesting relinquishment of a portion of NDOT right-of-way, all of the Blue Diamond Drainage Channel, North of SR-160, in the County of Clark, State of Nevada. This transfer will benefit to the Department with the elimination of all liability and future maintenance responsibilities.

Analysis:

On April 28, 2009, the Surplus Committee determined the easement was no longer required for highway purposes. The relinquishment of the Department's easement interest in this parcel is being made in accordance with NRS 408.527.

List of Attachment(s):

- A. Location Map
- B. Copy of Resolution Consenting to Relinquishment and Land Transfer Agreement with Exhibit "A"
- C. Original Resolution of Relinquishment with attached sketch map depicted as Exhibits "A" through "J"
- D. Environmental Approval
- E. NRS 408.527

Recommendation for Board Action:

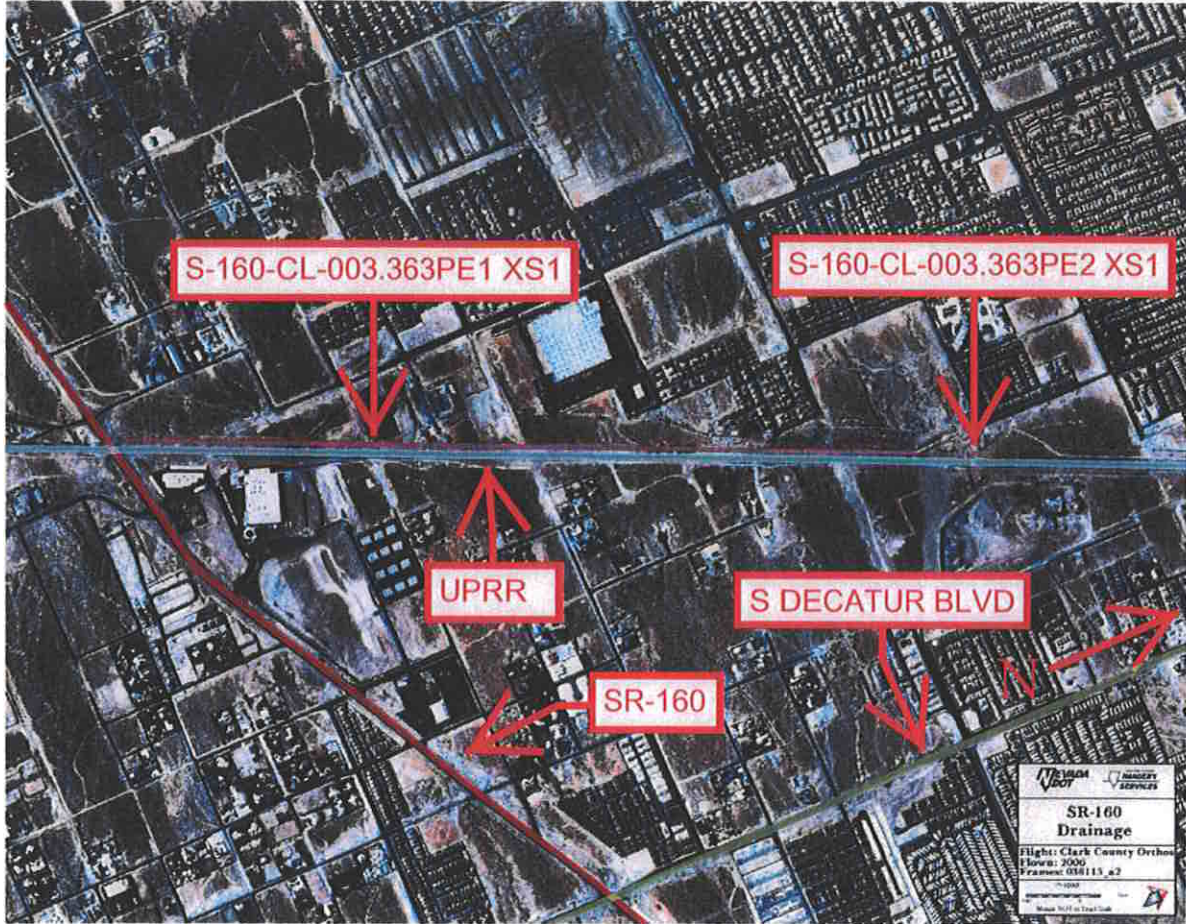
Approval of disposal of a portion of NDOT right-of-way, all of the Blue Diamond Drainage Channel, North of SR-160, in the County of Clark, State of Nevada.

Prepared by:

Craig Reynoldson, Chief Right of Way Agent



LOCATION MAP



SUR 08-40

DESCRIPTION: Blue Diamond Drainage Channel, North of SR-160, in the County of Clark, State of Nevada

ATTACHMENT A

302
(county)

Ptn. of APN(s): 176-12-401-004
176-12-801-015
176-13-101-006
176-13-101-007
176-13-101-014
176-13-101-024
176-13-110-167
176-13-201-006
176-13-201-028
176-13-301-006
176-13-301-021
176-13-301-027
176-13-401-002
176-13-401-024
176-13-401-030
176-13-411-043
176-14-801-040
176-23-501-010
176-23-501-011
176-24-199-010

Control Section: CL-38
Route: SR-160
Project: SPSR-0160(006)
Hwy. Agreement No.: R605-05-010
E.A.: 72495
All of Parcels: Parcel PE1 and Parcel PE2
Surplus No.: SUR 08-40
Surplus Parcels: S-160-CL-003.363PE1 XS1, S-160-CL-003.363PE2 XS1

RESOLUTION CONSENTING TO RELINQUISHMENT
AND LAND TRANSFER AGREEMENT

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, desires to relinquish a portion of the Blue Diamond Drainage Channel lying within the County of Clark, State of Nevada, extending from Engineer's Station "RRC" 10+09.93 P.O.T. to Engineer's Station "RRC" 92+17.39 P.O.C., a distance of approximately 1.55 miles, said right-of-way is delineated and identified as Parcels S-160-CL-003.363PE1 XS1 and S-160-CL-003.363PE2 XS1 on EXHIBIT "A", attached hereto and made a part hereof; and

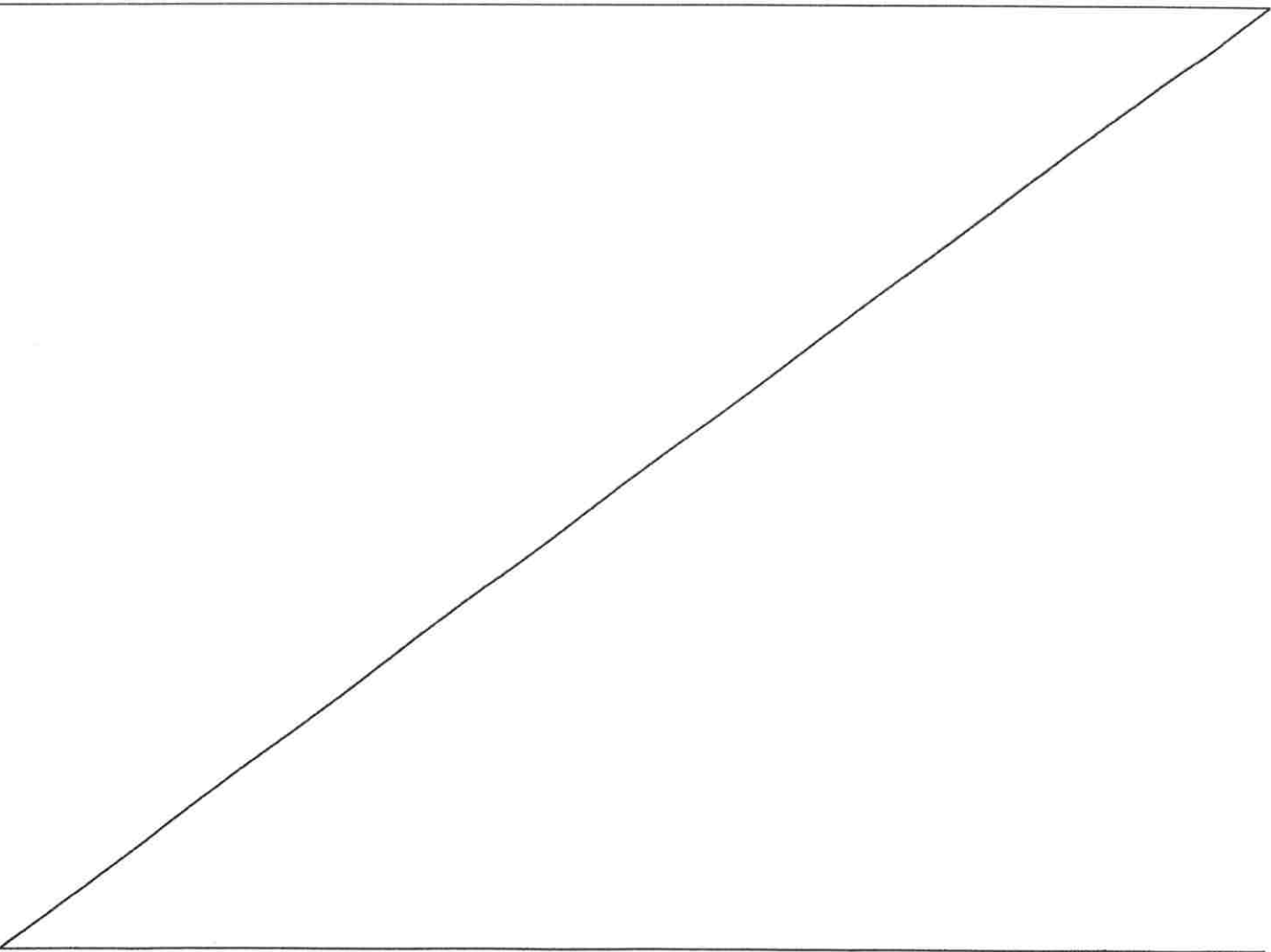
WHEREAS, the Board of County Commissioners of the County of Clark, State of Nevada, desires that the aforesaid portion of said drainage channel be relinquished to the County of Clark; and

WHEREAS, the County of Clark has requested the relinquishment of aforesaid portion of drainage feature for the purpose of storm water management and drainage; and

WHEREAS, the County of Clark has agreed to accept the relinquishment of said drainage feature for the aforesaid portion of Blue Diamond Drainage Channel together with any and all revocable leases and licenses entered into between the Department and the adjoining owners for the multiple use of the right-of-way.

NOW THEREFORE be it resolved that the Board of County Commissioners of the County of Clark, does in consideration of the actions of the Department as set forth herein, hereby consent to the State of Nevada, Department of Transportation, Board of Directors, relinquishing to the County of Clark, that portion of Blue Diamond Drainage Channel lying within the County of Clark, State of Nevada, extending from Engineer's Station "RRC" 10+09.93 P.O.T. to Engineer's Station "RRC" 92+17.39 P.O.C., a distance of approximately 1.55 miles, said drainage feature is delineated and identified as Parcels S-160-CL-003.363PE1 XS1 and S-160-CL-003.363PE2 XS1 on EXHIBIT "A", attached hereto and made a part hereof.

The parties acknowledge that no relinquishment can occur until the Department of Transportation, Board of Directors approves of this relinquishment.



IN WITNESS WHEREOF the parties hereto have executed this agreement dated this 4th day of February, 2020.

ATTEST:

Lynn Marie Goya
Lynn Marie Goya, County Clerk

BOARD OF COUNTY COMMISSIONERS
Marilyn K. Kirkpatrick
Marilyn Kirkpatrick, Chairman

REVIEWED AND RECOMMENDED BY:

Craig Kumpulainen
Chief Right-of-Way Agent

APPROVED FOR LEGALITY AND FORM:

Dennis Gallagher
Chief Deputy Attorney General

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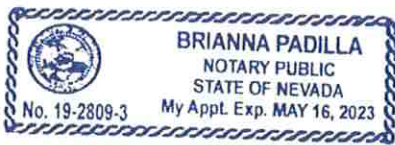
STATE OF NEVADA acting by and through its
Department of Transportation

Kristina L. Swallow
Director

STATE OF NEVADA
CARSON CITY

On this 4 day of February, 2020, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Kristina L. Swallow personally known (or proved) to me to be the 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/she 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.

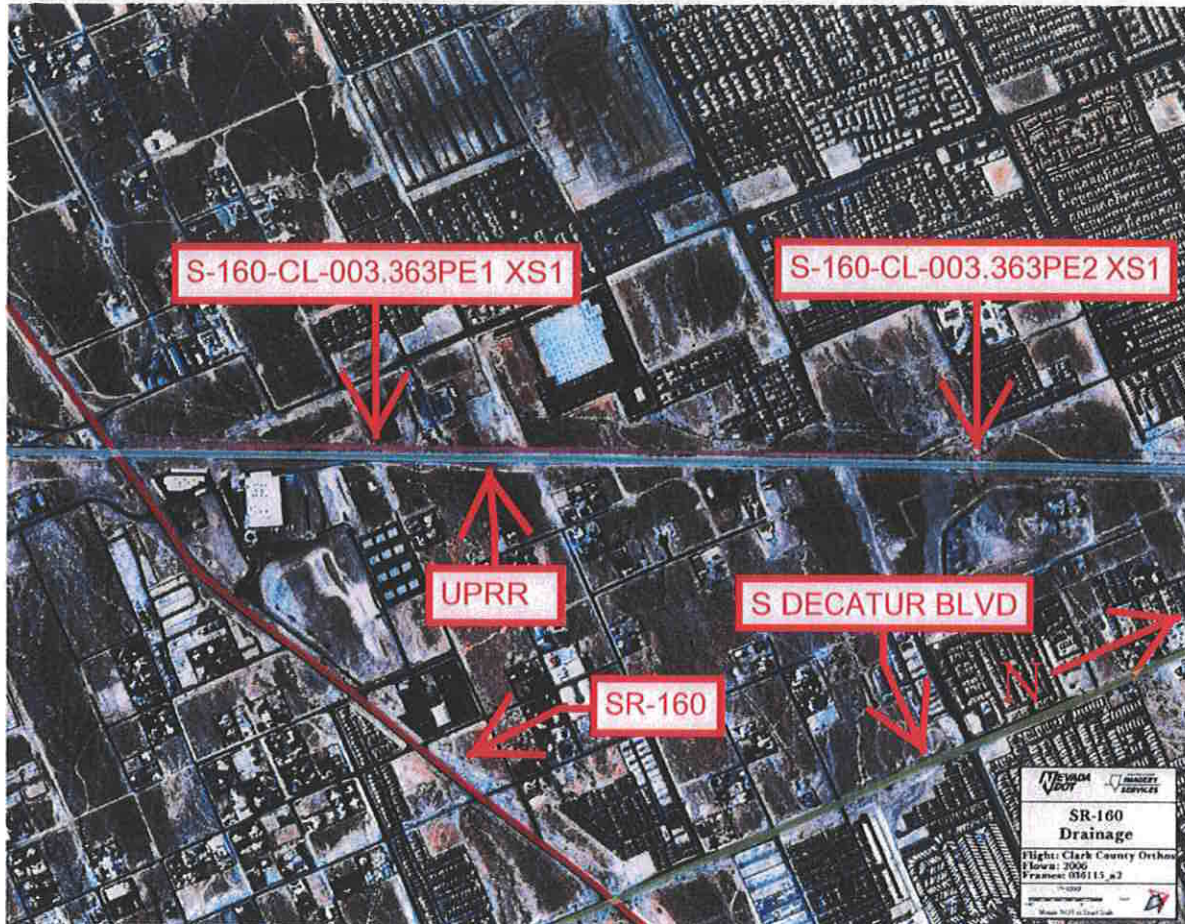
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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Brianna Padilla

LOCATION MAP



SUR 08-40

DESCRIPTION: Blue Diamond Drainage Channel, North of SR-160, in the County of Clark, State of Nevada

EXHIBIT A

Ptn. of APNs: 176-12-401-004
 176-12-801-015
 176-13-101-006
 176-13-101-007
 176-13-101-014
 176-13-101-024
 176-13-110-167
 176-13-201-006
 176-13-201-028
 176-13-301-006
 176-13-301-021
 176-13-301-027
 176-13-401-002
 176-13-401-024
 176-13-401-030
 176-13-411-043
 176-14-801-040
 176-23-501-010
 176-23-501-011
 176-24-199-010

Control Section: CL-38
 Route: SR-160
 Project: SPSR-0160(006)
 E.A.: 72495
 All of Parcels: Parcel PE1 and Parcel PE2
 Surplus No.: SUR 08-40
 Surplus Parcels: S-160-CL-003.363PE1 XS1, S-160-CL-003.363PE2 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:
 JAMES H. HELGET
 NEVADA DEPT. OF TRANSPORTATION
 RIGHT OF WAY DIVISION
 1263 S. STEWART ST.
 CARSON CITY, NV 89712

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

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the

Department, presently holds easement interests in that certain drainage feature for portions of the Blue Diamond Drainage Channel, extending from Engineer's Station

"RRC" 10+00.00 P.O.T. to Highway Engineer's Station "RRC" 92+17.39 P.O.C; and

WHEREAS, said drainage feature is delineated and identified as Parcels S-160-CL-003.363PE1 XS1 and S-160-CL-003.363PE2 XS1 on EXHIBITS "A" through "J", inclusive, attached hereto and made a part hereof; and

WHEREAS, as set forth in NRS 408.527, the Nevada Department of Transportation may, by resolution of the board, relinquish to cities and counties any portion of any state highway which has been superseded by relocation or which the Department determines exceeds its needs; and

WHEREAS, said drainage feature is of no further contemplated use by the Department due to that portion of the Blue Diamond Drainage Channel being in excess of its needs; and

WHEREAS, the County of Clark has requested the relinquishment of aforesaid portion of drainage feature for the purpose of storm water management and drainage and

WHEREAS, the County of Clark has agreed to accept the relinquishment of said drainage feature for the aforesaid portions of the Blue Diamond Drainage Channel together with any and all revocable leases and licenses entered into between the Department and the adjoining owners for the multiple use of the right-of-way; and

WHEREAS, the County of Clark entered into an agreement with the Department on February 4, 2020, to accept the hereinafter described designated drainage feature as a part of the County of Clark road system; and

WHEREAS, the Board of County Commissioners of the County of Clark, State of Nevada, consented by resolution passed and adopted on December 17, 2019, to the Department relinquishing the aforesaid portions of said drainage feature to the County of Clark; and

WHEREAS, NRS 408.527 provides that the Department of Transportation may relinquish any portion of a state highway which has been superseded by relocation or which the Department determines exceeds its needs after the Department and the city or county have entered into an agreement and the city or county legislative body has adopted a resolution consenting thereto.

THEREFORE, it is hereby determined by the Board of Directors of the Nevada Department of Transportation, State of Nevada, that the following described drainage feature and incidents thereto, being all that land, delineated and identified as Parcels S-160-CL-003.363PE1 XS1 and 003.363PE2 XS1 on EXHIBITS "A" through "J", inclusive, attached hereto and made a part hereof, is hereby relinquished to the County of Clark of the State of Nevada. Said drainage feature is described as follows:

Situate, lying and being in the County of Clark, State of Nevada, and more particularly described as being portions of the NE 1/4 of the NE 1/4 of Section 23, NW 1/4 of the NW 1/4 of Section 24, the W 1/2 of Section 13, the SE 1/4 of the SE 1/4 of Section 14, the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 12, T. 22 S., R. 60 E., M.D.M., and more fully described as follows:

Parcel: S-160-CL-003.363PE1 XS1

Beginning at a point on the right or northerly right-of-way line of SR-160 (Blue Diamond Road), 100.19 feet right of and at right angles to Highway Engineer's Station "Pe" 185+18.28 P.O.T. and 39.41 feet right of and at right angles to the Blue Diamond Drainage Channel centerline at Engineer's Station "RRC" 10+39.85 P.O.T.; said point of beginning further described as bearing N. 31°34'31" W., a distance of 613.06 feet from a 2 inch brass cap in concrete stamped "N 1/16 S23 S24 PLS7169" shown and delineated as a "2-INCH BRASS CAP "PLS 7169" IN CONCRETE" on that certain RECORD OF SURVEY FOR THE OLYMPIC GROUP, filed for record as Instrument No. 01170, July 15, 1999, as File 103, Page 75 of Surveys, in Official Records Book No. 990715, Clark County, Nevada Records; accepted as being the north one-sixteenth corner common to said sections 23 and 24, thence S. 77°39'33" W., along said right or northerly right-of-way, a distance of 59.36 feet to the westerly right-of-way line of the Union Pacific Railroad Company, thence N. 23°42'12" E., along said westerly right-of-way line, a distance of 7,493.62 feet; thence along the following eight (8) courses and distances;

- 1) S. 66°17'48" E. – 48.00 feet;
- 2) S. 23°42'12" W. – 5,687.66 feet;

- 3) S. 21°03'01" W. – 22.52 feet;
- 4) S. 23°42'12" W. – 68.51 feet;
- 5) S. 23°42'23" W. – 40.00 feet;
- 6) S. 24°46'07" W. – 325.00 feet;
- 7) S. 22°33'26" W. – 250.05 feet;
- 8) S. 23°42'12" W. – 1,065.09 feet to the point of beginning; said parcel

contains an area of 8.21 acres (357,711 square feet).

Parcel: S-160-CL-003.363PE2 XS1

Beginning at a point on the right or easterly right-of-way line of the Union Pacific Railroad Company, 28.34 feet left of and measured radially from the Blue Diamond Drainage Channel centerline at Engineer's Station "RRC" 92+17.39 P.O.C.; said point of beginning further described as bearing N. 19°24'50 E. a distance of 1,172.69 feet from a 4 inch BLM brass cap stamped "T22SR60E 1/4 S12/ S13 1957", shown and delineated as a "BRASS CAP PLS 12465 C 1/4" on that certain RECORD OF SURVEY, filed for record as No. 00840, on January 10, 2001, as File 113, Page 0089 of Surveys, in Official Records Book No. 20010110, Clark County Recorder, Clark County, Nevada; accepted as being the quarter corner common to said sections 12 and 13; thence S. 23°42'12" W., along said easterly right-of-way line, a distance of 70.00 feet; thence N. 66°08'45" W., a distance of 200.00 feet to the westerly right-of-way line of said Union Pacific Railroad Company; thence N. 23°42'12" E., along said westerly right-of-way line, a distance of 70.00 feet; thence S. 66°08'45" E., a distance of 200.00 feet to the point of beginning; said parcel contains an area of 14,000 square feet (0.32 of an acre).

It is the intent of this description to describe and it does describe all that real property described in that certain CORRECTION GRANT OF EASEMENT, filed for record October 17, 2006, as Document No. 20061017-0002954, Clark County Recorder, Clark County, Nevada.

Said parcels are delineated and identified as S-160-CL-003.363PE1 XS1 and S-160-CL-003.363PE2 XS1 on EXHIBITS "A" through "J", attached hereto and made a part hereof.

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

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

It is the intent of the Department to relinquish to the County of Clark all of the Department's right, title and interest in and to the aforesaid described drainage feature as

shown on EXHIBITS "A" through "J", inclusive, attached hereto and made a part hereof.

DATED this __ day of _____, 20__.

APPROVED AS TO LEGALITY AND FORM:

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

Dennis Gallagher, Chief Deputy Attorney General

Steve Sisolak, Chairman

ATTEST:

Tracy Larkin-Thomason, Secretary to the Board

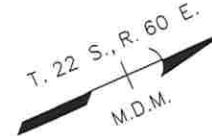
PARCEL NO. PREFIX: S-160-CL-

PROJECT: SPSR-0160(006)
EA: 72495

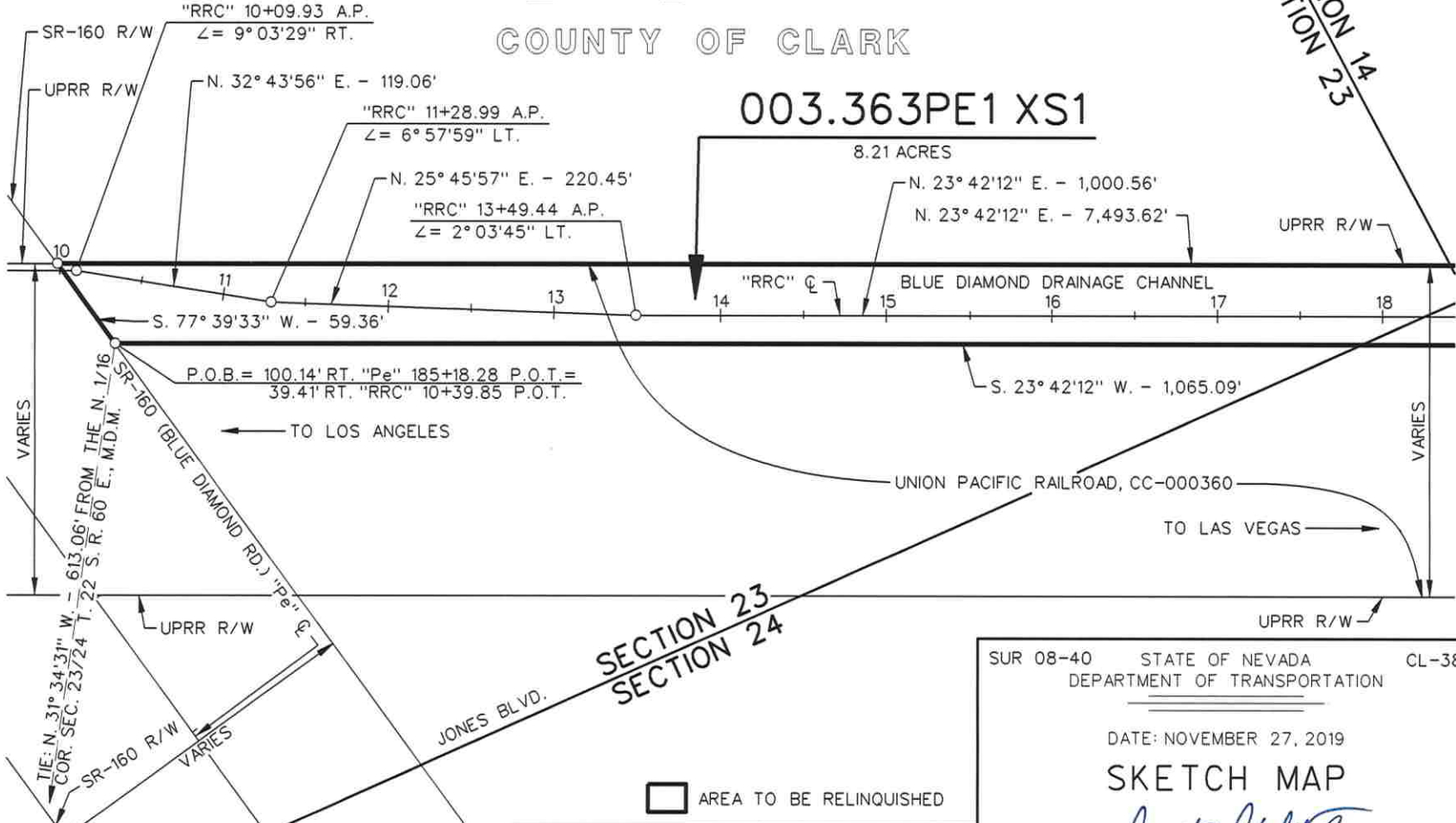
EXHIBIT "A"

COUNTY OF CLARK

003.363PE1 XS1



SECTION 14
SECTION 23



MAP ID NO.: 56437
037_RightOfWay\SURPLUS\SUR 08-40\Sheet 1.dgn

| | | |
|-------------------|------------------------|--------------------|
| NEVADA DOT | TRACED | JCK |
| | CHECKED | <i>[Signature]</i> |
| | DATE OF LAST REVISION: | |

SUR 08-40 STATE OF NEVADA CL-38
DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 27, 2019

SKETCH MAP

APPROVED: *[Signature]*
FOR MANAGER II, R/W SURVEY SERVICES

SCALE 1" = 100' SHEET 1 OF 10

AREA TO BE RELINQUISHED

PARCEL NO. PREFIX: S-160-CL-

PROJECT: SPSR-0160(006)
EA: 72495



EXHIBIT "B"

COUNTY OF CLARK

SECTION 13
SECTION 14

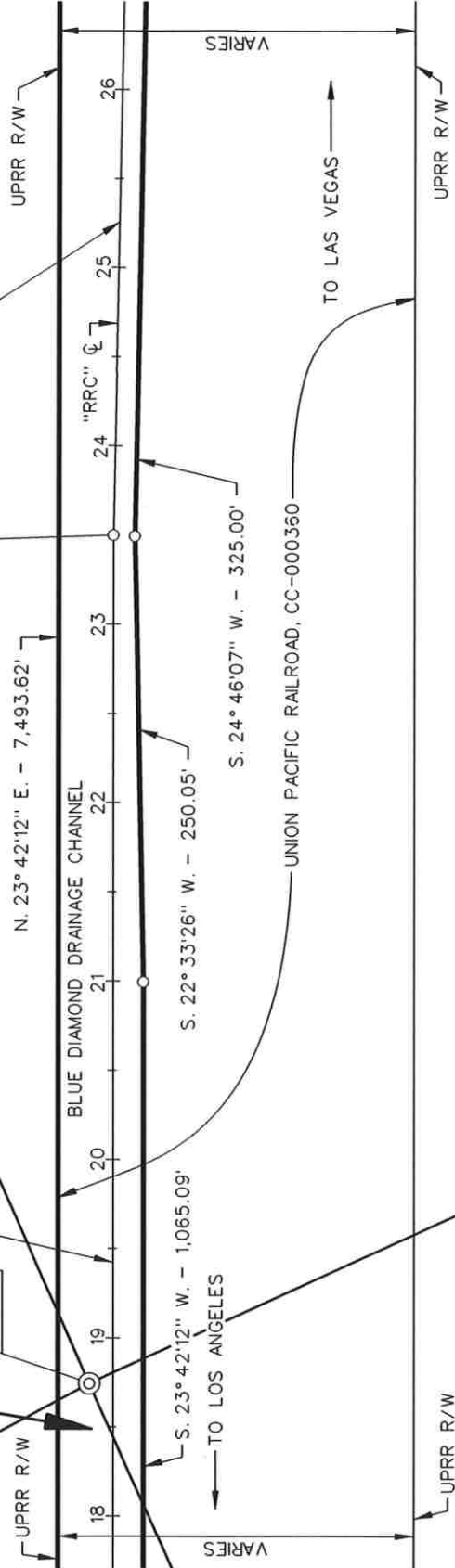
003.363PE1 XS1

8.21 ACRES

SECTION 14
SECTION 23

N. 24° 46' 06" E. - 325.00'
12.00' RT. "RCC" 23+50.00 A.P.
Z = 1° 03' 54" RT.
N. 23° 42' 12" E. - 7,493.62'

423031



SUR 08-40 STATE OF NEVADA CL-38
DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 27, 2019

SKETCH MAP

APPROVED: *[Signature]*
FOR MANAGER II, R/W SURVEY SERVICES

SCALE 1" = 100'

AREA TO BE RELINQUISHED

| | |
|------------------------|--------------------|
| TRACED | JCK |
| CHECKED | <i>[Signature]</i> |
| DATE OF LAST REVISION: | |

SECTION 13
SECTION 24

MAP ID NO.: 56437
037_RightOfWay\SURPLUS\SUR 08-40\Sheet 2.dgn

SHEET 2 OF 10

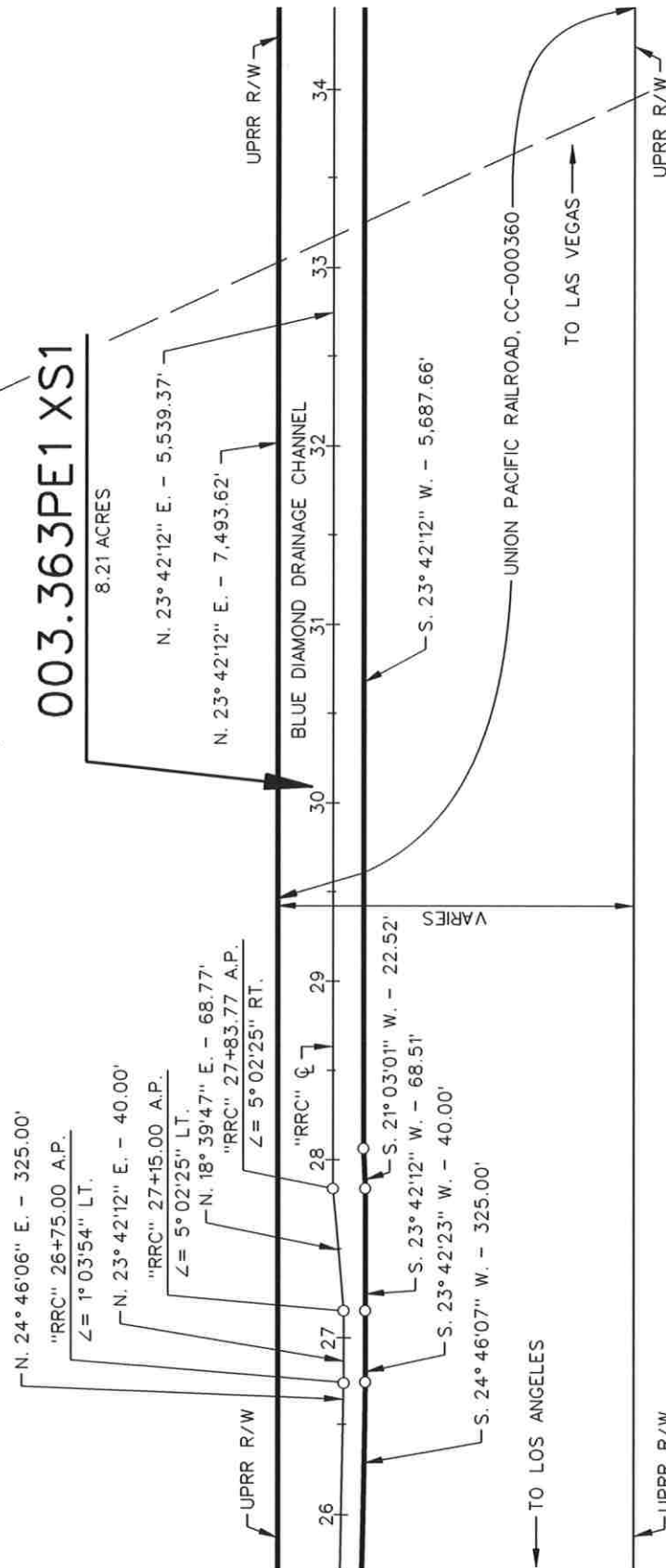
PARCEL NO. PREFIX: S-160-CL-

EXHIBIT "C" COUNTY OF CLARK

PROJECT: SPSR-0160(006)
EA: 72495



003.363PE1 XS1
8.21 ACRES



SUR 08-40 STATE OF NEVADA CL-38
 DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 27, 2019

SKETCH MAP

APPROVED: *[Signature]*
 FOR MANAGER II, R/W SURVEY SERVICES

SCALE: 1" = 100'

SHEET 3 OF 10

| | |
|--------------------------|-------------------------|
| <input type="checkbox"/> | AREA TO BE RELINQUISHED |
| | TRACED JCK |
| | CHECKED [Signature] |
| | DATE OF LAST REVISION: |

MAP ID NO.: 56437
 037_RightOfWay\SURPLUS\SUR 08-40\Sheet 3.dgn

PARCEL NO. PREFIX: S-160-CL-

PROJECT: SPSR-0160(006)
EA: 72495

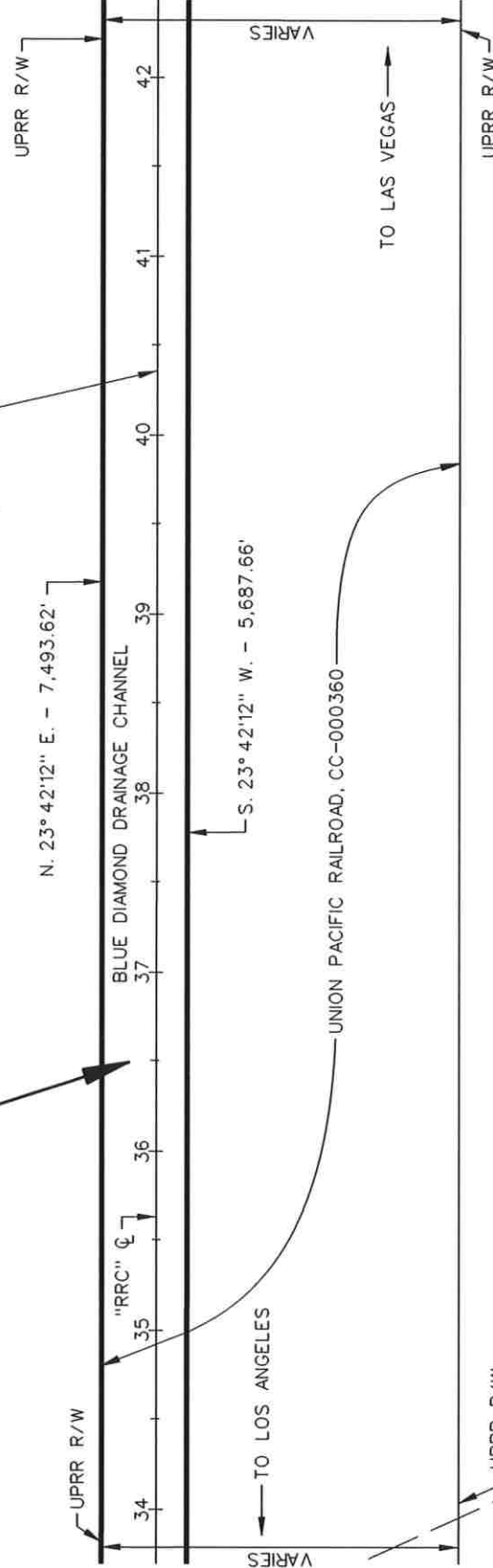


EXHIBIT "D"

COUNTY OF CLARK

003.363PE1 XS1

8.21 ACRES



SUR 08-40 STATE OF NEVADA CL-38
DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 27, 2019

SKETCH MAP

APPROVED: *[Signature]*
FOR MANAGER II, R/W SURVEY SERVICES

SCALE 1" = 100'

SHEET 4 OF 10

AREA TO BE RELINQUISHED

| | | |
|------------|------------------------|-------------|
| NEVADA DOT | TRACED | JCK |
| | CHECKED | [Signature] |
| | DATE OF LAST REVISION: | |

MAP ID NO.: 56437
037_RightOfWay\SURPLUS\SUR 08-40\Sheet 4.dgn

PARCEL NO. PREFIX: S-160-CL-

PROJECT: SPSR-0160(006)
EA: 72495



EXHIBIT "E"

COUNTY OF CLARK

003.363PE1 XS1

8.21 ACRES

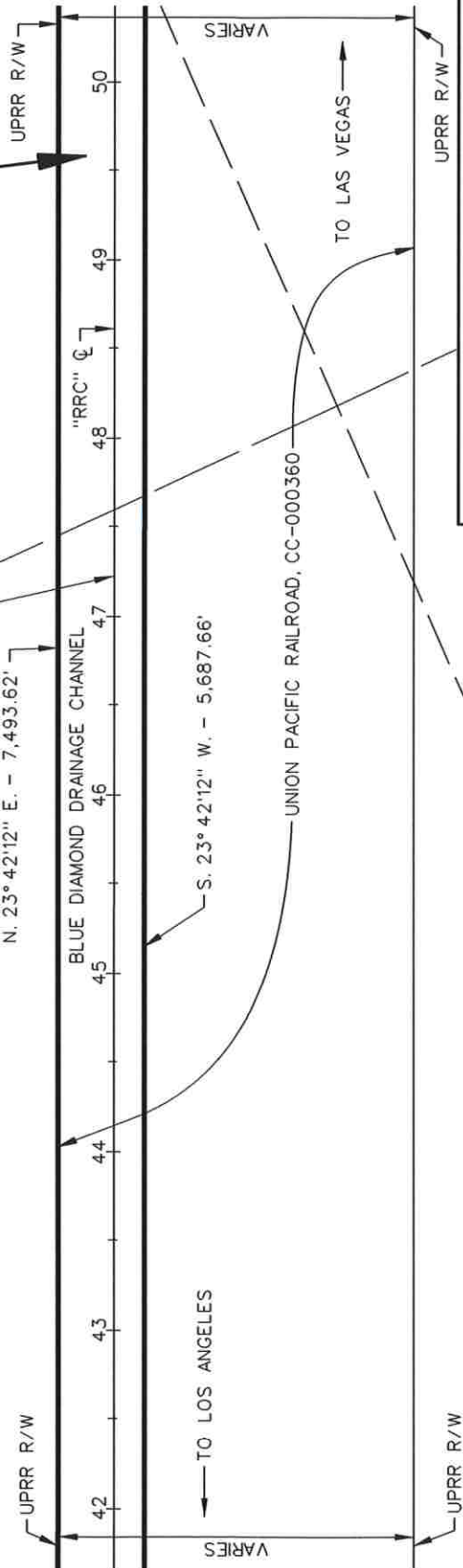
1/4 SEC. LINE

N. 23° 42' 12" E. - 5,539.37'

N. 23° 42' 12" E. - 7,493.62'

BLUE DIAMOND DRAINAGE CHANNEL

S. 23° 42' 12" W. - 5,687.66'



SUR 08-40 STATE OF NEVADA CL-38
DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 27, 2019

SKETCH MAP

APPROVED: *[Signature]*
FOR MANAGER II, R/W SURVEY SERVICES

SCALE 1" = 100'
SHEET 5 OF 10

| | | |
|--|------------------------|-----|
| | TRACED | JCK |
| | CHECKED | |
| | DATE OF LAST REVISION: | |

MAP ID NO.: 56437
037_RightOfWay\SURPLUS\SUR 08-40\Sheet 5.dgn

PARCEL NO. PREFIX: S-160-CL-

PROJECT: SPSR-0160(006)
EA: 72495

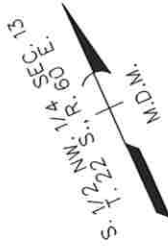
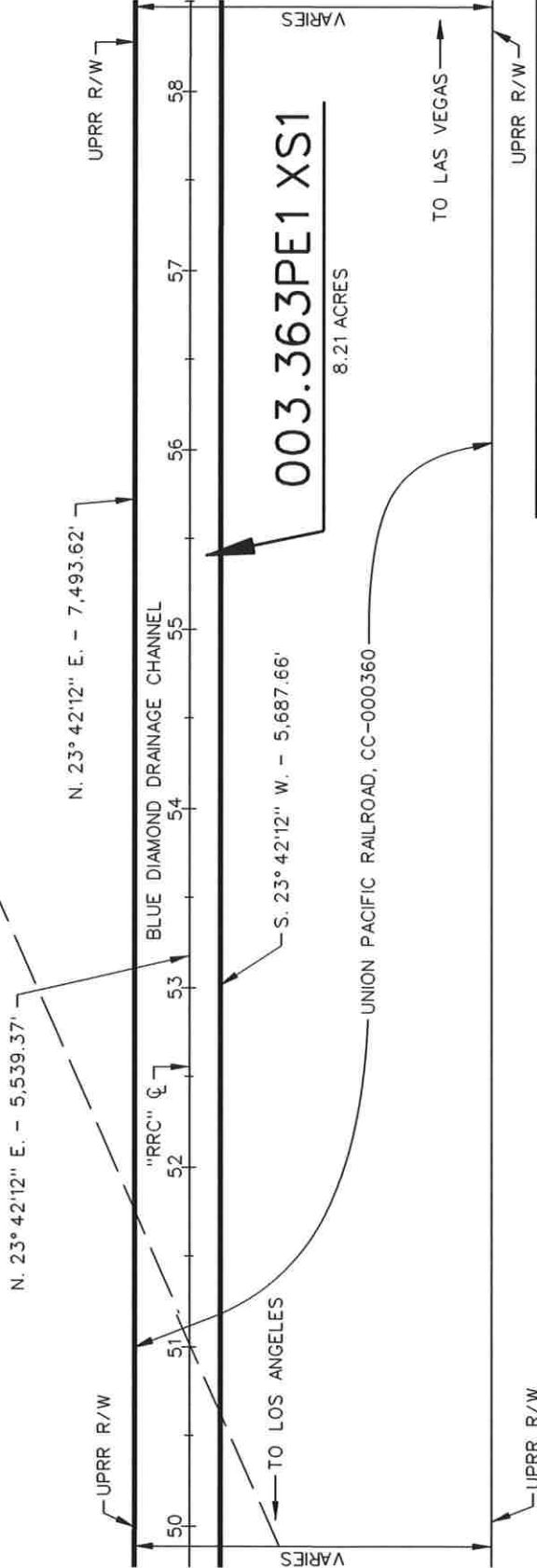


EXHIBIT "F"

COUNTY OF CLARK



003.363PE1 XS1
8.21 ACRES

SUR 08-40 STATE OF NEVADA CL-38
DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 27, 2019

SKETCH MAP

APPROVED: *[Signature]*
FOR MANAGER II, R/W SURVEY SERVICES

SCALE 1" = 100'

AREA TO BE RELINQUISHED

| | |
|------------------------|-----|
| TRACED | JCK |
| CHECKED | |
| DATE OF LAST REVISION: | |

PARCEL NO. PREFIX: S-160-CL-

PROJECT: SPSR-0160(006)
EA: 72495

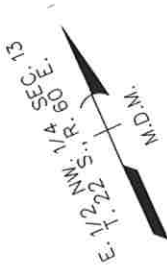
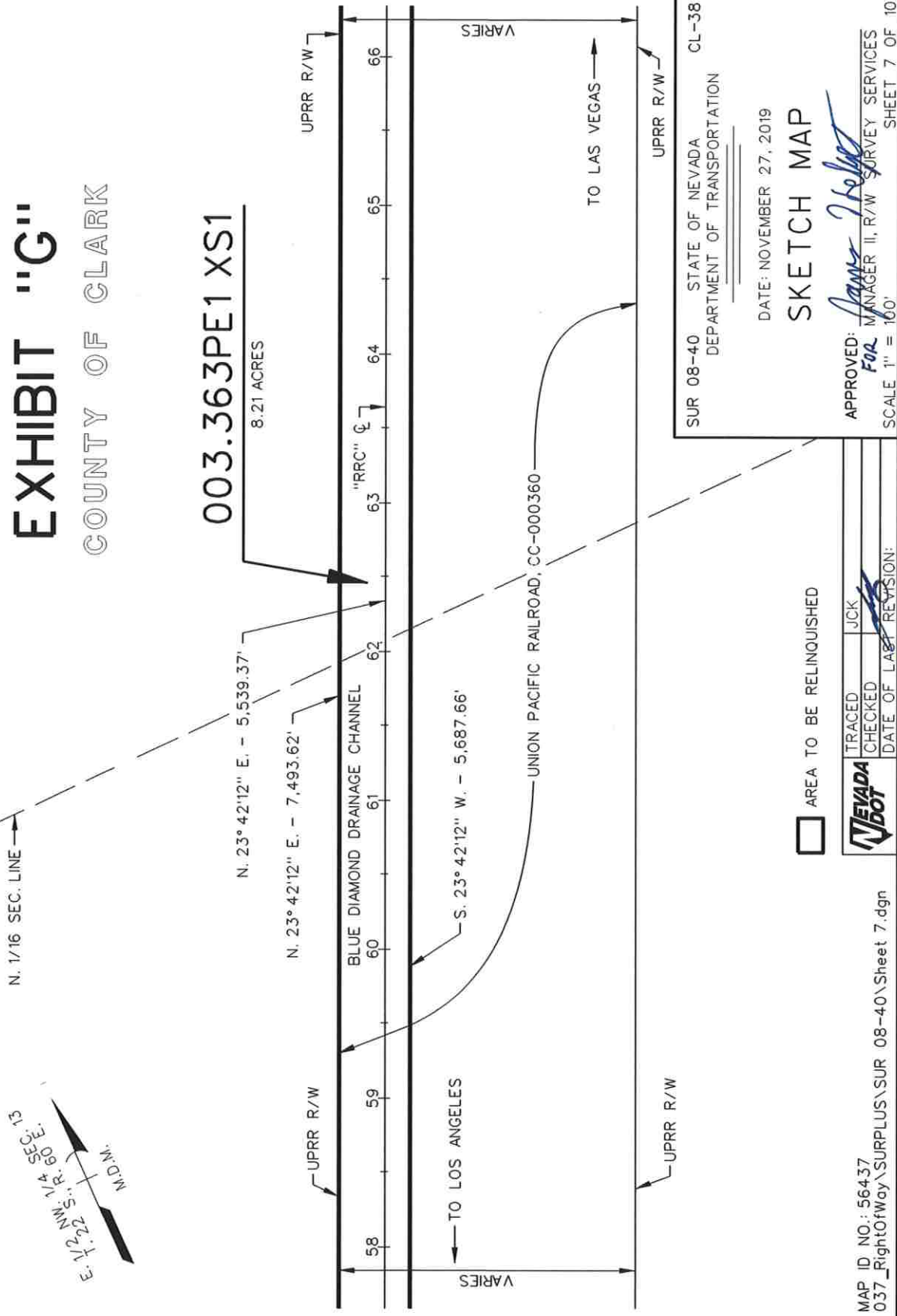


EXHIBIT "G"
COUNTY OF CLARK

003.363PE1 XS1
8.21 ACRES



□ AREA TO BE RELINQUISHED

| | | |
|---------------|------------------------|-----|
| NEVADA dot | TRACED | JCK |
| | CHECKED | |
| | DATE OF LAST REVISION: | |

MAP ID NO.: 56437
037_RightOfWay\SURPLUS\SUR 08-40\Sheet 7.dgn

SUR 08-40 STATE OF NEVADA CL-38
DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 27, 2019

SKETCH MAP

APPROVED: *James Helges*
FOR MANAGER II, R/W SURVEY SERVICES

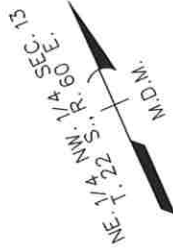
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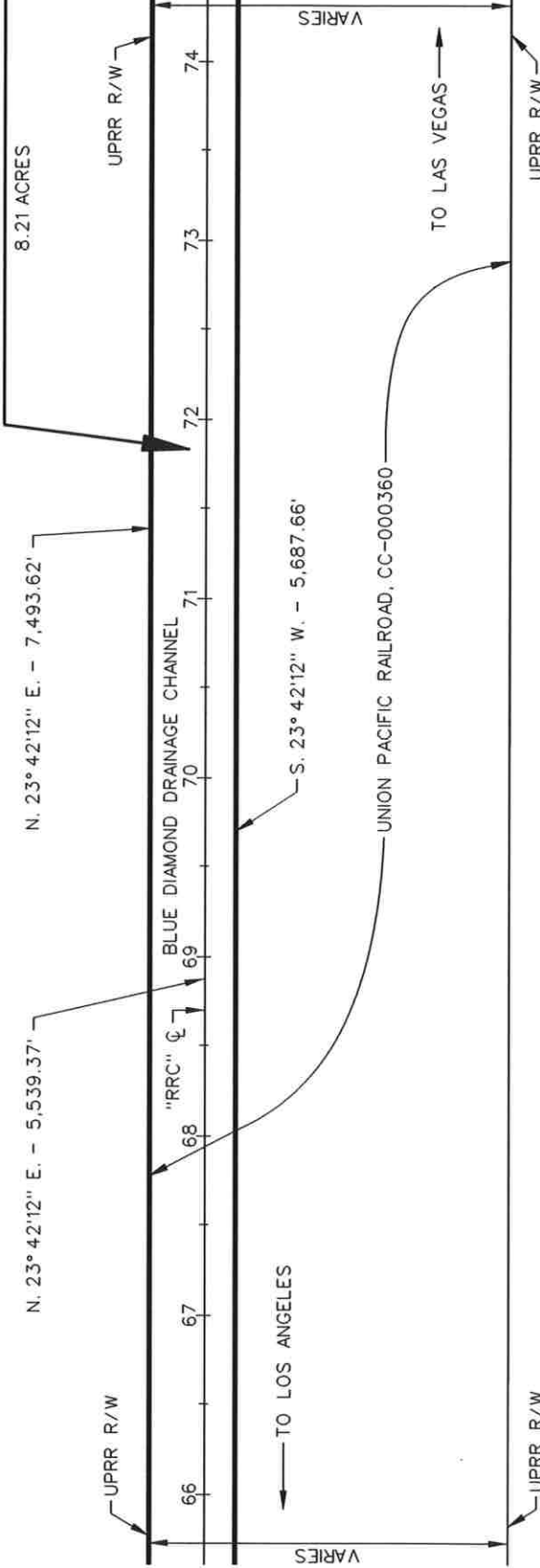
PROJECT: SPSR-0160(006)
EA: 72495

EXHIBIT "H"

COUNTY OF CLARK



003.363PE1 XS1



SUR 08-40 STATE OF NEVADA CL-38
DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 27, 2019

SKETCH MAP

APPROVED: *[Signature]*
FOR: MANAGER II, R/W SURVEY SERVICES
SCALE 1" = 100'

SHEET 8 OF 10

AREA TO BE RELINQUISHED

| | | |
|------------|------------------------|-----|
| NEVADA DOT | TRACED | JCK |
| | CHECKED | |
| | DATE OF LAST REVISION: | |

MAP ID NO.: 56437
037_RightOfWay\SURPLUS\SUR 08-40\Sheet 8.dgn

PARCEL NO. PREFIX: S-160-CL-

PROJECT: SPSR-0160(006)
EA: 72495

SECTION 12
SECTION 13



EXHIBIT "J"

COUNTY OF CLARK

003.363PE1 XS1

8.21 ACRES

N. 23° 42' 12" E. - 5,539.37'

N. 23° 42' 12" E. - 7,493.62'

BLUE DIAMOND DRAINAGE CHANNEL

S. 23° 42' 12" W. - 5,687.66'

UNION PACIFIC RAILROAD, CC-000360

TO LAS VEGAS

UPRR R/W

1/4 SEC. LINE

UPRR R/W

SUR 08-40 STATE OF NEVADA CL-38
DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 27, 2019

SKETCH MAP

APPROVED: *[Signature]*
MANAGER II, R/W SURVEY SERVICES
SCALE 1" = 100'

AREA TO BE RELINQUISHED



MAP ID NO.: 56437
037_RightOfWay\SURPLUS\SUR 08-40\Sheet 9.dgn

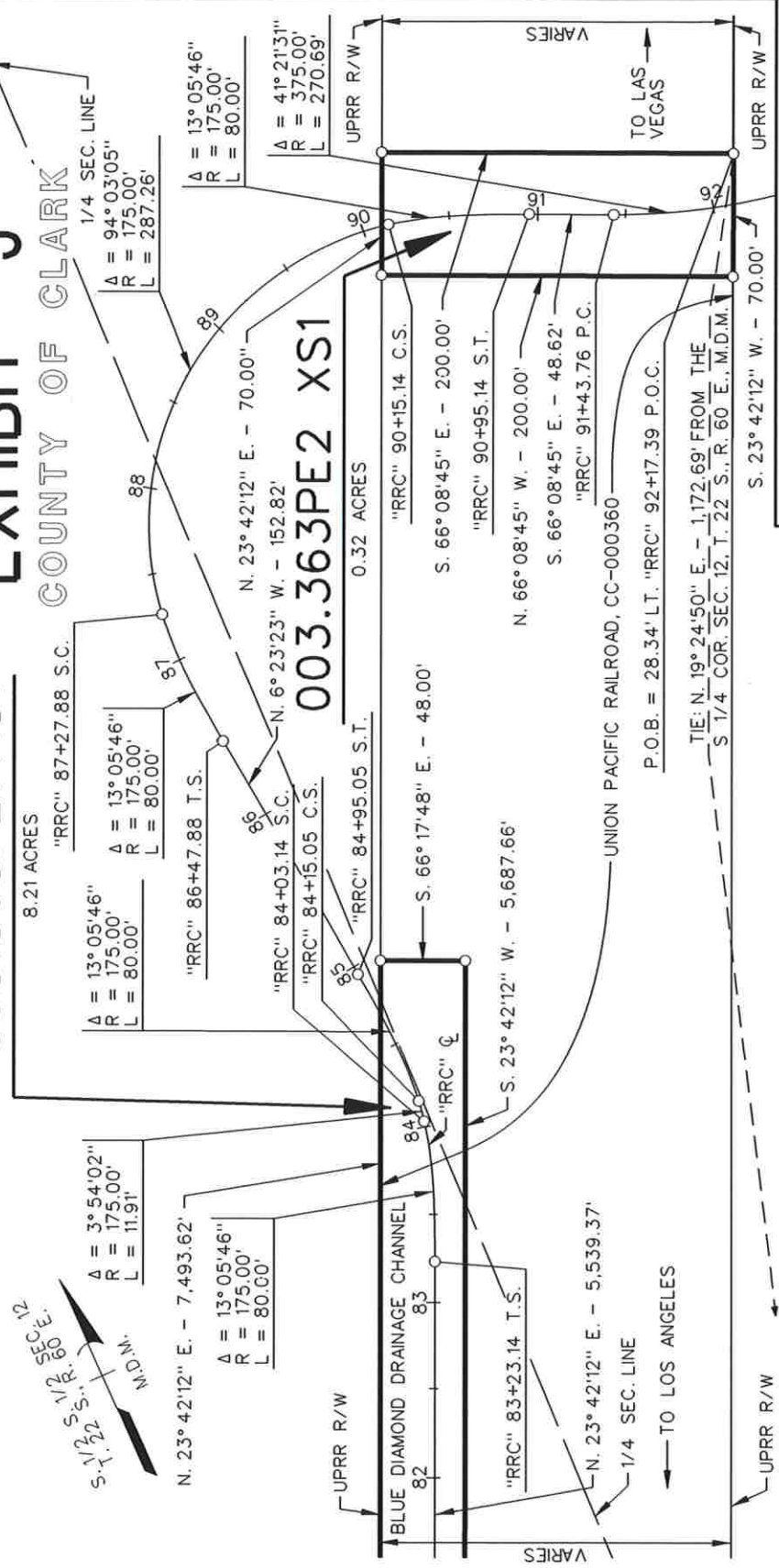
TRACED JCK
CHECKED
DATE OF LAST REVISION:

SHEET 9 OF 10

PARCEL NO. PREFIX: S-160-CL-
003.363PE1 XS1

PROJECT: SPSR-0160(006)
 EA: 72495

EXHIBIT "J"
 COUNTY OF CLARK



SUR 08-40 STATE OF NEVADA CL-38
 DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 27, 2019

SKETCH MAP

APPROVED: *[Signature]*
 For MANAGER II, R/W SURVEY SERVICES

SCALE 1" = 100'

SHEET 10 OF 10

AREA TO BE RELINQUISHED

| | | |
|------------|------------------------|-----|
| NEVADA DOT | TRACED | JCK |
| | CHECKED | |
| | DATE OF LAST REVISION: | |

MAP ID NO.: 56437
 037_RightOfWay\SURPLUS\SUR 08-40\Sheet 10.dgn




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


MEMORANDUM

Environmental Services Division

November 15, 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 08-40
Project: SPSR-0160(006)
EA: 72495
Parcels as Described in Clearance Request Memo
Disposal by Relinquishment 

The Environmental Services Division reviewed the requested action as presented in your memo dated October 15, 2018 and found it clear of any documented environmental concern for relinquishment to Clark County.

EC: Project E-File

ATTACHMENT D

NRS 408.527 Procedure for relinquishment of roadways; regulations.

1. Whenever the Department and the county or city concerned have entered into a written agreement providing therefor, and the legislative body of the county or city has adopted a resolution consenting thereto, the Board may relinquish to the county or city:

(a) Any portion of any state highway which has been deleted from the state highway system by legislative enactment; or

(b) Any portion of any state highway which has been superseded by relocation or which the Department determines exceeds its needs.

2. Whenever the county or city concerned and the Department have entered into a written agreement providing therefor, and the Board has adopted a resolution consenting thereto, the county or city may relinquish to the Department any portion of any county or city road which the Department agrees qualifies to join the state highway system.

3. By resolution of the Board, the Department may upon request relinquish to the Division of State Lands of the State Department of Conservation and Natural Resources for the public use of another state agency any portion of any state highway which has been superseded by relocation or which the Department determines exceeds its needs.

4. Relinquishment must be made by a resolution. A certified copy of the resolution must be filed with the legislative body of the county or city concerned. The resolution must be recorded in the office of the county recorder of the county where the land is located and, upon recordation, all right, title and interest of the State in and to that portion of any state highway vests in the county, city or division, as the case may be.

5. Nothing in NRS 408.523 limits the power of the Board to relinquish abandoned or vacated portions of a state highway to a county, city or the Division.

6. If the Board relinquishes property pursuant to subsection 5, and the purpose for which the property was relinquished is abandoned or ceases to exist, then, absent an agreement or a provision of law to the contrary, and regardless of the interest of the Department in the property before it was relinquished, all right, title and interest in the property shall vest in the county, city or Division without reversion to the Department.

7. The Board may accept from a county or city any portion of any county or city road which has changed in function such that it has risen to the level of functioning as a state highway. Such a road may be traded for any portion of any state highway relinquished by the Department or accepted by the Department after equitable compensation or trade values have been negotiated and agreed to in writing.

8. A county or city may accept from the Department any portion of any state highway which no longer functions to support the state highway system and which exceeds the needs of the Department. Such a highway may be traded for any portion of any county or city road relinquished by the county or city or accepted by the county or city after equitable compensation or trade values have been negotiated and agreed to in writing.

9. Any portion of a state highway or county or city road that is relinquished or traded pursuant to this section must be placed in good repair, or the parties must establish and agree in writing to equitable monetary compensation. If any highways or roads, or portions thereof, to be relinquished or traded are not of comparable value, the parties must negotiate and agree in writing to equitable monetary compensation or equitable trade considerations.

10. The Department, in cooperation with local governments, shall adopt regulations governing procedural documents that address the process by which highways and roads are relinquished.

11. The vesting of all right, title and interest of the Department in and to portions of any state highways relinquished previously by the Department in the city, county or state agency to which it was relinquished is hereby confirmed.

(Added to NRS by 1960, 68; A 1983, 338; 1987, 1102, 1812; 1989, 1308; 1991, 1173; 2013, 1844)

ATTACHMENT E



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

MEMORANDUM

March 9, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: March 9, 2020 | Transportation Board of Directors Meeting

ITEM #11: Consideration of Approval of SUR 15-21, Disposal of multiple parcels of land in the area of the IR-15/Cactus Interchange, in the City of Las Vegas, County of Clark, State of Nevada—
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 Relinquishment. The fee and easement interests to be relinquished include multiple parcels of land in the area of IR-15/Cactus Interchange, in the City of Las Vegas, County of Clark, State of Nevada.
- The surplus action includes Parcels I-015-CL-030.399 XS1; I-015-CL-030.401 XS1; I-015-CL-030.400PE3 XS1; I-015-CL-030.401PE2 XS1; I-015-CL-030.406PE2 XS1; I-015-CL-030.412PE5 XS1; I-015-CL-030.531PE XS1; and I-015-CL-030.610PE XS1. Said parcels consist of approximately 4.26 acres of land, improved with the IR-15/Cactus Interchange as depicted on the attached sketch maps labeled Exhibits "A" through "K".

Background:

Between 2011 and 2014, the Department acquired fee and easement interests from various property owners for highway purposes in Clark County for project DE-STF-015-1(146). The Department paid \$8,360.00 for one Permanent Easement and accepted donations for the other seven parcels.

On April 5, 2013, the Department entered into Cooperative Agreement No. NM100-13-110 with Clark County to construct the IR-15/Cactus Interchange.

MEMORANDUM

Department of Transportation Board of Directors

March 9, 2020

Page 2 of 2

Clark County consented by resolution, passed and adopted on December 17, 2019, to the Department's requesting relinquishment of multiple parcels of land in the area of the IR-15/Cactus Interchange, in the City of Las Vegas, County of Clark, State of Nevada. This transfer will benefit to the Department with the elimination of all liability and future maintenance responsibilities.

Analysis:

On April 30, 2019, the Surplus Committee determined the easement was no longer required for highway purposes. The relinquishment of the Department's easement interest in this parcel is being made in accordance with NRS 408.527.

List of Attachment(s):

- A. Location Map
- B. Copy of Resolution Consenting to Relinquishment and Land Transfer Agreement with Exhibits "A" through "K"
- C. Original Resolution of Relinquishment with attached sketch map depicted as Exhibits "A" through "K"
- D. Environmental Approval
- E. NRS 408.527

Recommendation for Board Action:

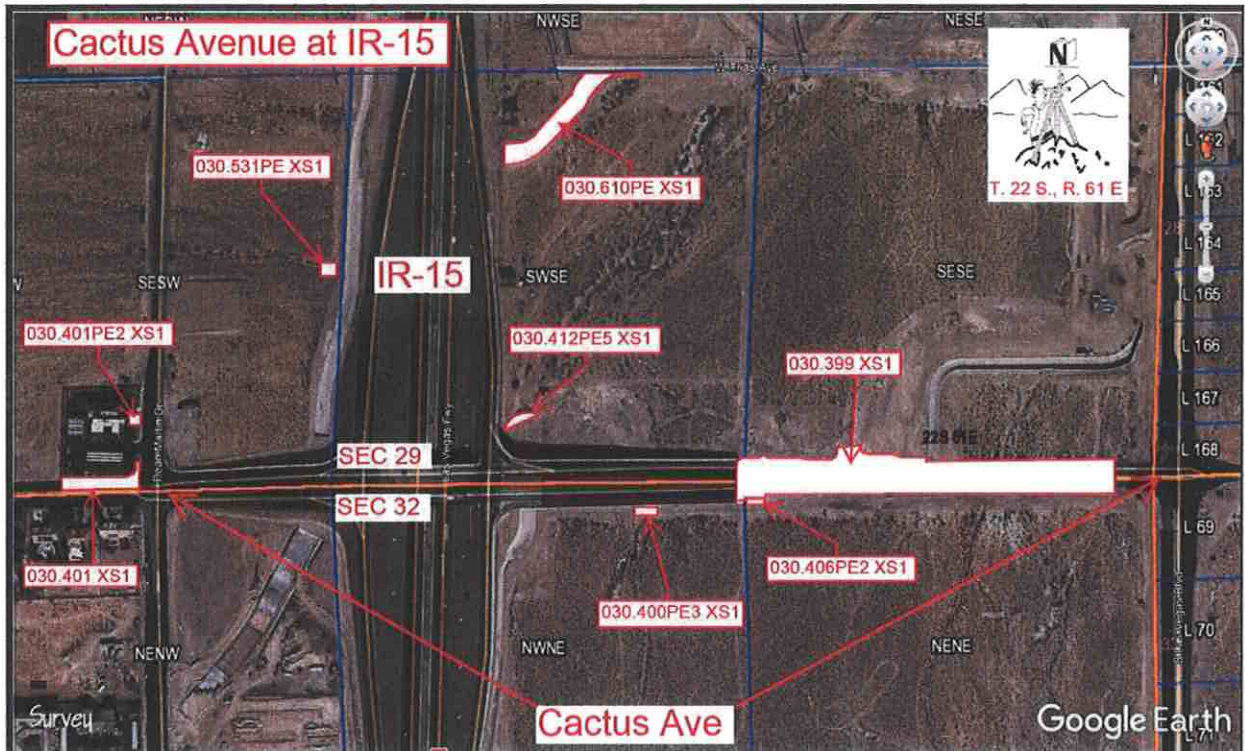
Approval of disposal of multiple parcels of land in the area of the IR-15/Cactus Interchange, in the City of Las Vegas, County of Clark, State of Nevada.

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent



LOCATION MAP



SUR 15-21

DESCRIPTION: Multiple parcels of land in the area of IR-15 Interchange with Cactus Avenue, in the City of Las Vegas, County of Clark, State of Nevada.

302
(county)

Ptn. of APNs: 177-29-402-002, 177-29-402-005, 177-29-801-022, 177-29-801-023, 177-29-801-027, 177-29-899-008, 177-29-899-013, 177-32-501-004, 177-32-599-009, 177-32-599-010, 177-32-599-012, 177-32-599-014, 177-32-599-016, and 177-32-601-004

All of APNs: 177-29-499-007, 177-29-899-014, 177-29-899-015, 177-29-899-016, and 177-32-599-011

Control Section: CL-83

Route: IR-15

Project: DE-STP-015-1(146)

E.A.: 73625

Ptn. of Parcels: I-015-CL-030.399, I-015-CL-030.400, I-015-CL-030.402, I-015-CL-030.408, I-015-CL-030.417, and I-015-CL-030.420

All of Parcels: I-015-CL-030.400PE3, I-015-CL-030.401, I-015-CL-030.401PE2, I-015-CL-030.404, I-015-CL-030.406, I-015-CL-030.406PE1, I-015-CL-030.406PE2, I-015-CL-030.412PE5, I-015-CL-030.423, I-015-CL-030.531PE, and I-015-CL-030.610PE

Surplus No.: SUR 15-21

Surplus Parcels: I-015-CL-030.399 XS1, I-015-CL-030.401 XS1, I-015-CL-030.400PE3 XS1, I-015-CL-030.401PE2 XS1, I-015-CL-030.406PE2 XS1, I-015-CL-030.412PE5 XS1, I-015-CL-030.531PE XS1, and I-015-CL-030.610PE XS1

RESOLUTION CONSENTING TO RELINQUISHMENT AND LAND TRANSFER AGREEMENT

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, desires to relinquish portions of IR-15 lying within the County of Clark, State of Nevada, extending from Milepost I-015-CL-030.386 to Milepost I-015-CL-030.659, a distance of 0.273 miles, aforesaid portions of IR-15 are delineated and identified as Parcels I-015-CL-030.399 XS1, I-015-CL-030.401 XS1, I-015-CL-030.400PE3 XS1, I-015-CL-030.401PE2 XS1, I-015-CL-030.406PE2 XS1, I-015-CL-030.412PE5 XS1, I-015-CL-030.531PE XS1, and I-015-CL-030.610PE XS1 on EXHIBITS "A" through "K", inclusive attached hereto and made a part hereof; and

WHEREAS, the Board of County Commissioners of the County of Clark, State of Nevada, desires that the aforesaid portions of said highway be relinquished to the County of Clark; and

WHEREAS, the County of Clark has requested the relinquishment of aforesaid portions of highway for transportation purposes; and

WHEREAS, the County of Clark has agreed to accept the relinquishment of aforesaid portions of IR-15 together with any and all revocable leases and licenses entered into between the Department and the adjoining owners for the multiple use of the aforesaid portions of IR-15.

ATTACHMENT B

NOW THEREFORE be it resolved that the Board of County Commissioners of the County of Clark, does in consideration of the actions of the Department as set forth herein, hereby consent to the State of Nevada, Department of Transportation, Board of Directors, relinquishing to the County of Clark, those portions of IR-15 lying within the County of Clark, State of Nevada, extending from Milepost I-015-CL-030.386 to Milepost I-015-CL-030.659, a distance of 0.273 miles, said right-of-way is delineated and identified as Parcels I-015-CL-030.399 XS1, I-015-CL-030.401 XS1, I-015-CL-030.400PE3 XS1, I-015-CL-030.401PE2 XS1, I-015-CL-030.406PE2 XS1, I-015-CL-030.412PE5 XS1, I-015-CL-030.531PE XS1, and I-015-CL-030.610PE XS1 on EXHIBITS "A" through "K", inclusive attached hereto and made a part hereof.

The parties acknowledge that no relinquishment can occur until the Department of Transportation, Board of Directors approves of this relinquishment.

IN WITNESS WHEREOF the parties hereto have executed this agreement dated this 4th day of February, 2020.

ATTEST:

Lynn Marie Goya
Lynn Marie Goya, County Clerk

BOARD OF COUNTY COMMISSIONERS
Marilyn Kirkpatrick
Marilyn Kirkpatrick, Chairman

REVIEWED AND RECOMMENDED BY:
Craig Reynolds
Chief Right-of-Way Agent

APPROVED FOR LEGALITY AND FORM:
Dennis Galbraith
Chief Deputy Attorney General

S
T
A
T
E

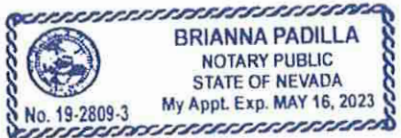
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A
L

STATE OF NEVADA acting by and through its
Department of Transportation
Knoble Dale
Director

STATE OF NEVADA
CARSON CITY

On this 4 day of February, 2020, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Kristina L. Swallow personally known (or proved) to me to be the 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/she 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.

S
E
A
L

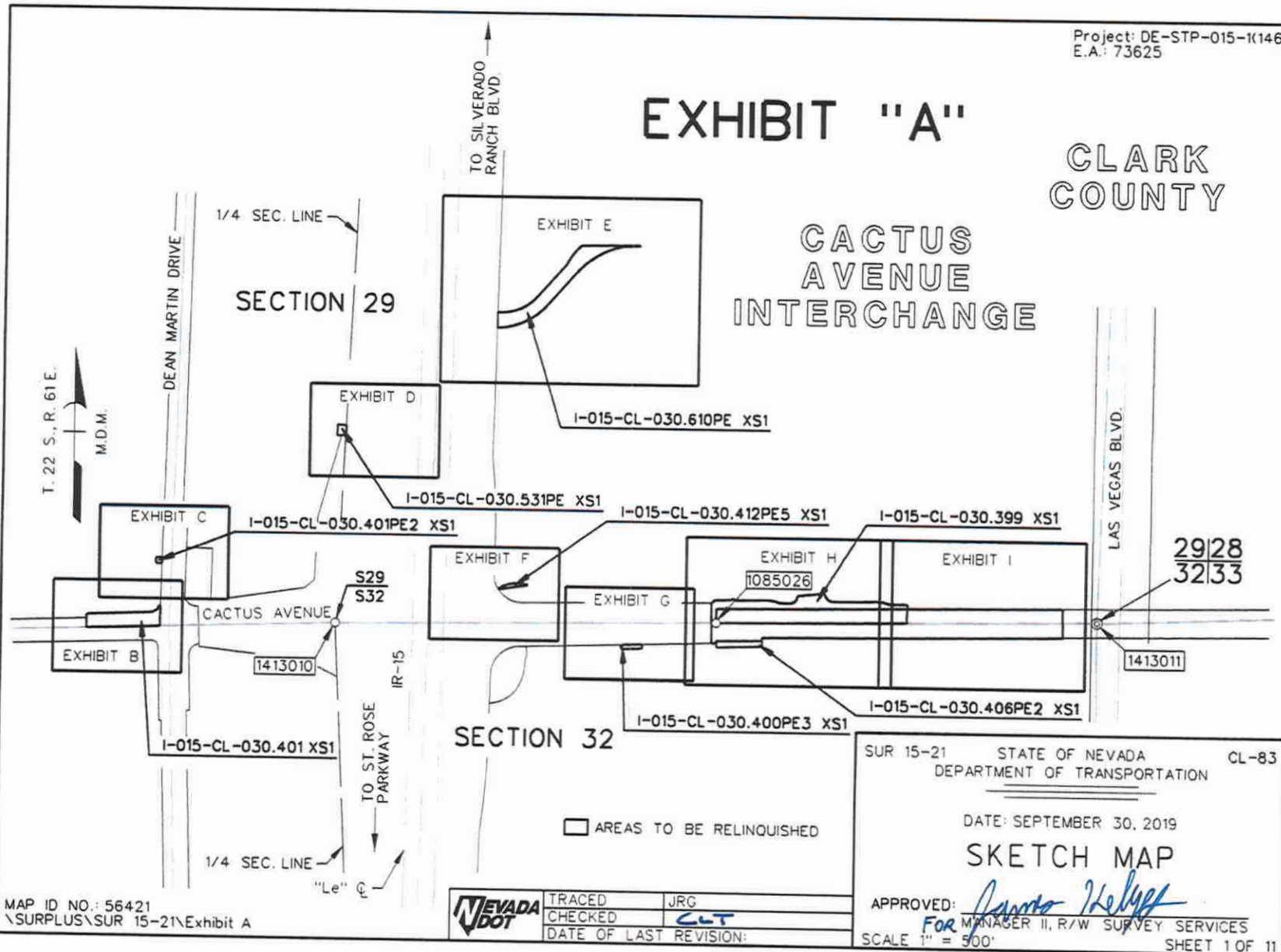


IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
Brianna Padilla

EXHIBIT "A"

CLARK COUNTY

CACTUS AVENUE INTERCHANGE



29/28
32/33

SUR 15-21 STATE OF NEVADA CL-83
 DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

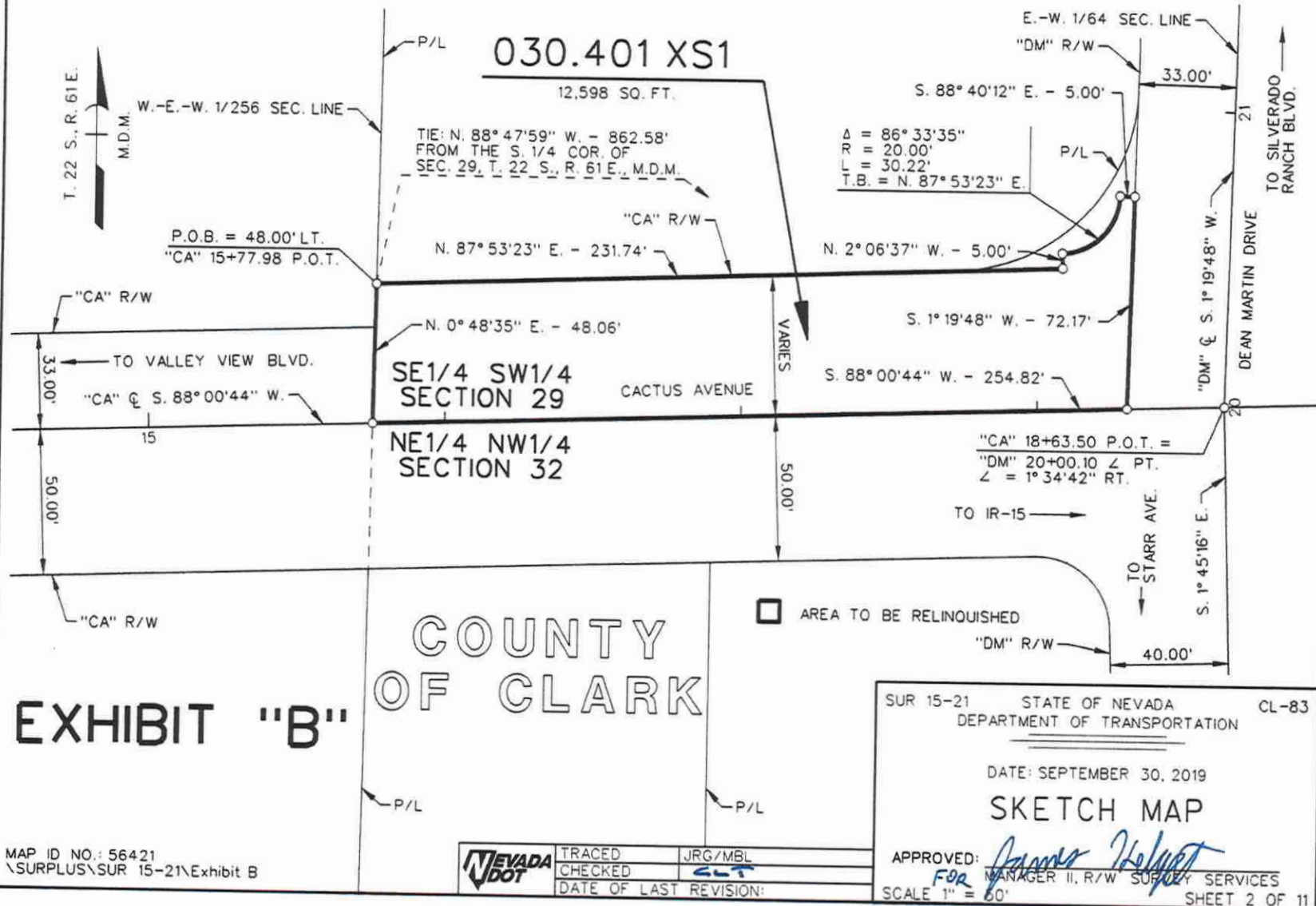
APPROVED: *James Helges*
 For MANAGER II, R/W SURVEY SERVICES
 SCALE 1" = 500'

MAP ID NO.: 56421
 \SURPLUS\SUR 15-21\Exhibit A

| | | |
|---------------|------------------------|-----|
| NEVADA DOT | TRACED | JRC |
| | CHECKED | CLT |
| | DATE OF LAST REVISION: | |

PARCEL NO. PREFIX: I-015-CL-

Project: DE-STP-015-1(146)
E.A.: 73625



PROJECT: DE-STP-015-(146)
E.A.: 73625

PARCEL NO. PREFIX: I-015-CL-
EXHIBIT "C"

S-S-
1/256
SEC. LINE

030.401PE2 XS1

400 SQ. FT.

S. 88° 40' 12" E. - 20.00'

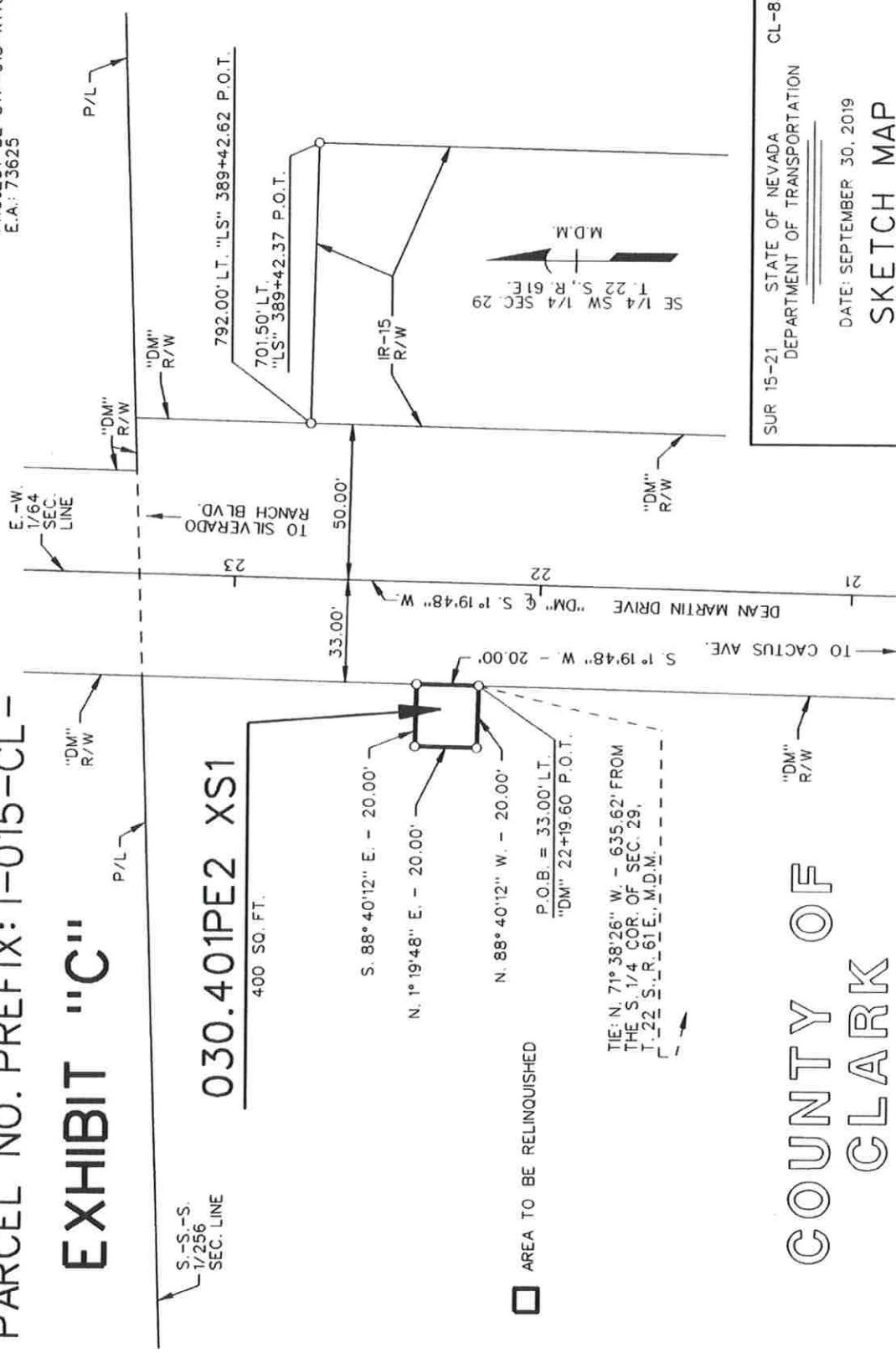
N. 1° 19' 48" E. - 20.00'

N. 88° 40' 12" W. - 20.00'

P.O.B. = 33.00' LT.
"DM" 22+19.60 P.O.T.

TIE: N. 71° 38' 26" W. - 635.62' FROM
THE S. 1/4 COR. OF SEC. 29,
T. 22 S., R. 61 E., M.D.M.

□ AREA TO BE RELINQUISHED



SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION
DATE: SEPTEMBER 30, 2019
SKETCH MAP

APPROVED: *[Signature]*
FOR MANAGER II, R/W SURVEY SERVICES
SCALE 1" = 50'
SHEET 3 OF 11

| | |
|------------------------|---------|
| TRACED | JRG/MBL |
| CHECKED | CLT |
| DATE OF LAST REVISION: | |

MAP ID NO.: 56421
SURPLUS\SUR 15-21\Exhibit C

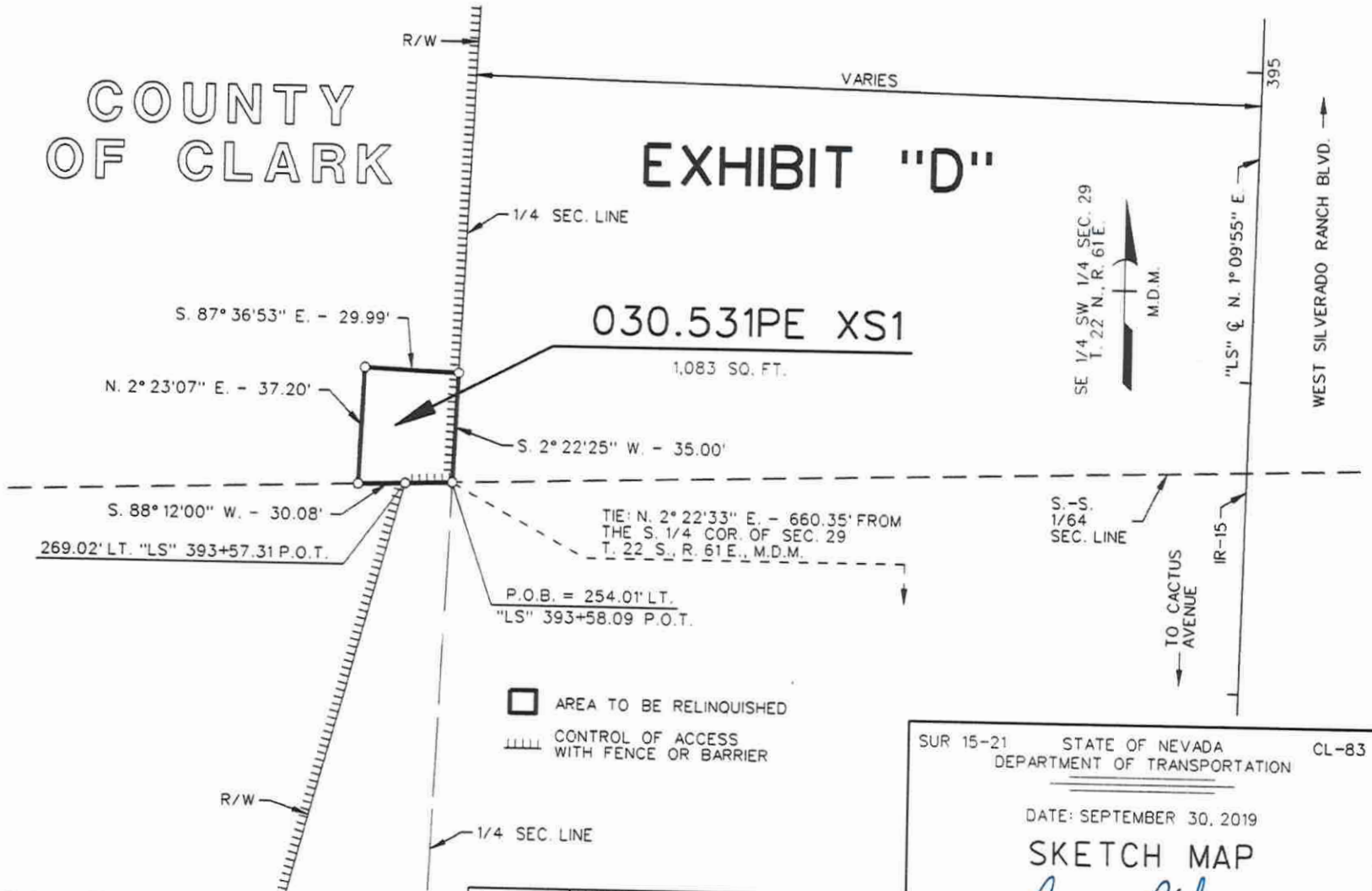
COUNTY OF
CLARK

PARCEL NO. PREFIX: I-015-CL-

PROJECT: DE-STP-015-1(146)
E.A.: 73625

COUNTY
OF CLARK

EXHIBIT "D"



- AREA TO BE RELINQUISHED
- CONTROL OF ACCESS WITH FENCE OR BARRIER

SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *[Signature]*
FOR MANAGER II, R/W SURVEY SERVICES

SCALE: 1" = 50' SHEET 4 OF 11

MAP ID NO.: 56421
SURPLUS\SUR 15-21\Exhibit D

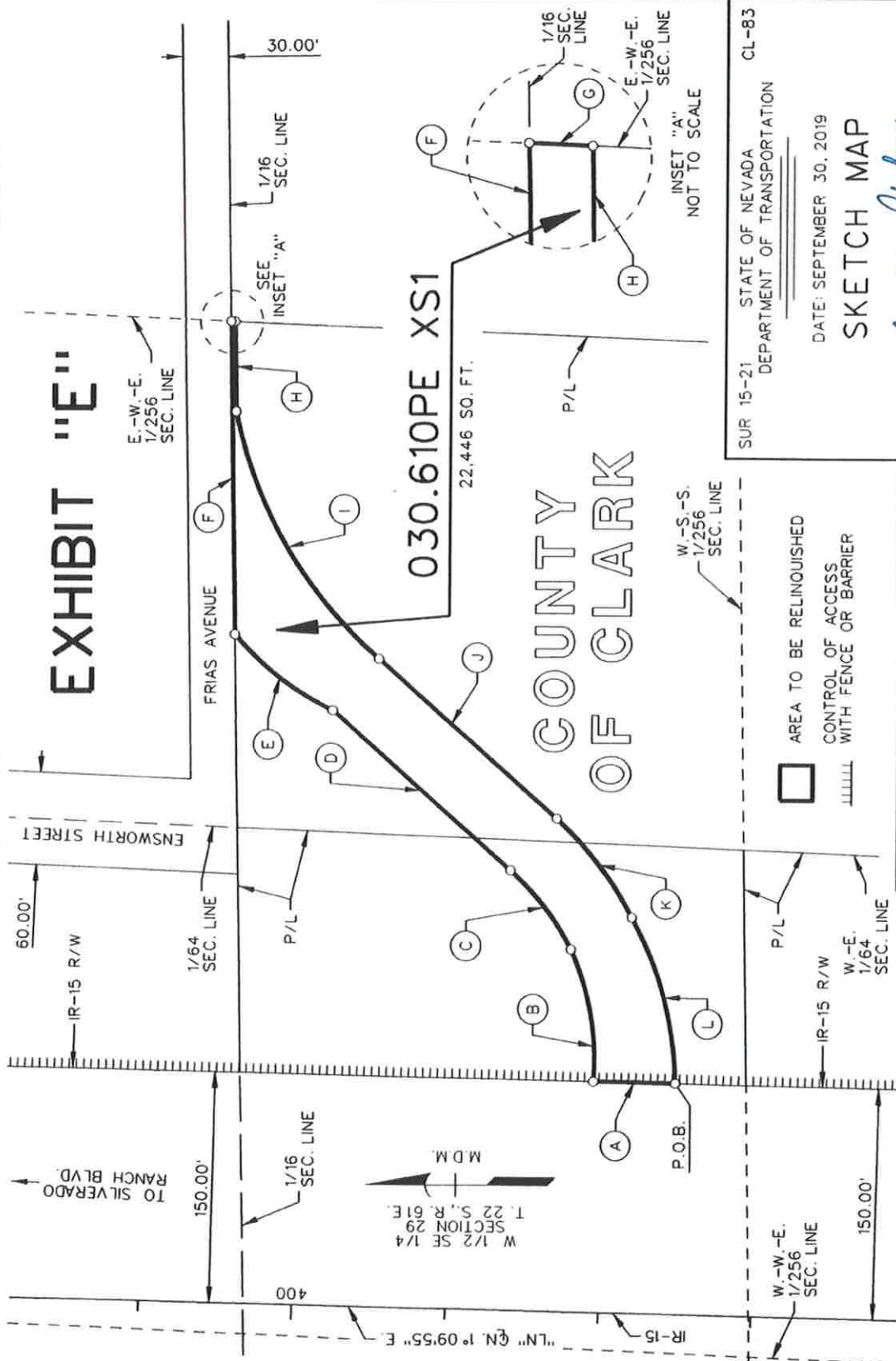
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| | CHECKED | <i>[Signature]</i> |
| | DATE OF LAST REVISION: | |

PARCEL NO. PREFIX: I-015-CL-

SEE EXHIBIT "J" FOR PARCEL INFORMATION

PROJECT: DE-STP-015-1146
E.A.: 73625

EXHIBIT "E"



SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *James Helbert*
MANAGER II, R/W SURVEY SERVICES
SCALE: 1" = 400'

| | |
|------------------------|---------|
| TRACED | JRG/MBL |
| CHECKED | SET |
| DATE OF LAST REVISION: | |

MAP ID NO.: 56421
SURPLUS\SUR 15-21\Exhibit E

PARCEL NO. PREFIX: I-015-CL-

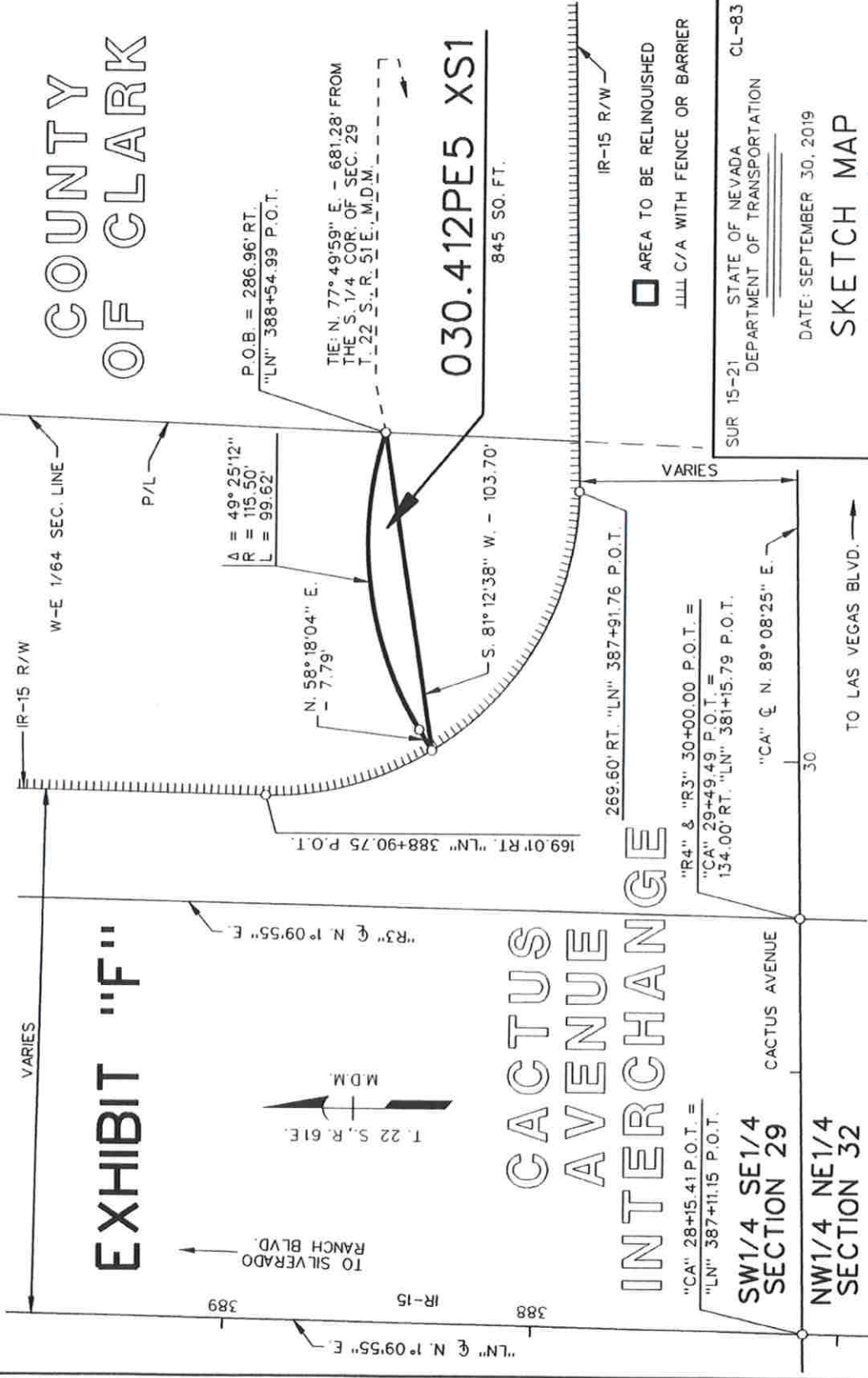
PROJECT: DE-STP-015-(146)
E.A.: 73625

COUNTY
OF CLARK

EXHIBIT "F"

CACTUS
AVENUE
INTERCHANGE

030.412PE5 XS1



SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *James Holst*
MANAGER II, R/W SURVEY SERVICES

SCALE: 1" = 50'

SHEET 6 OF 11

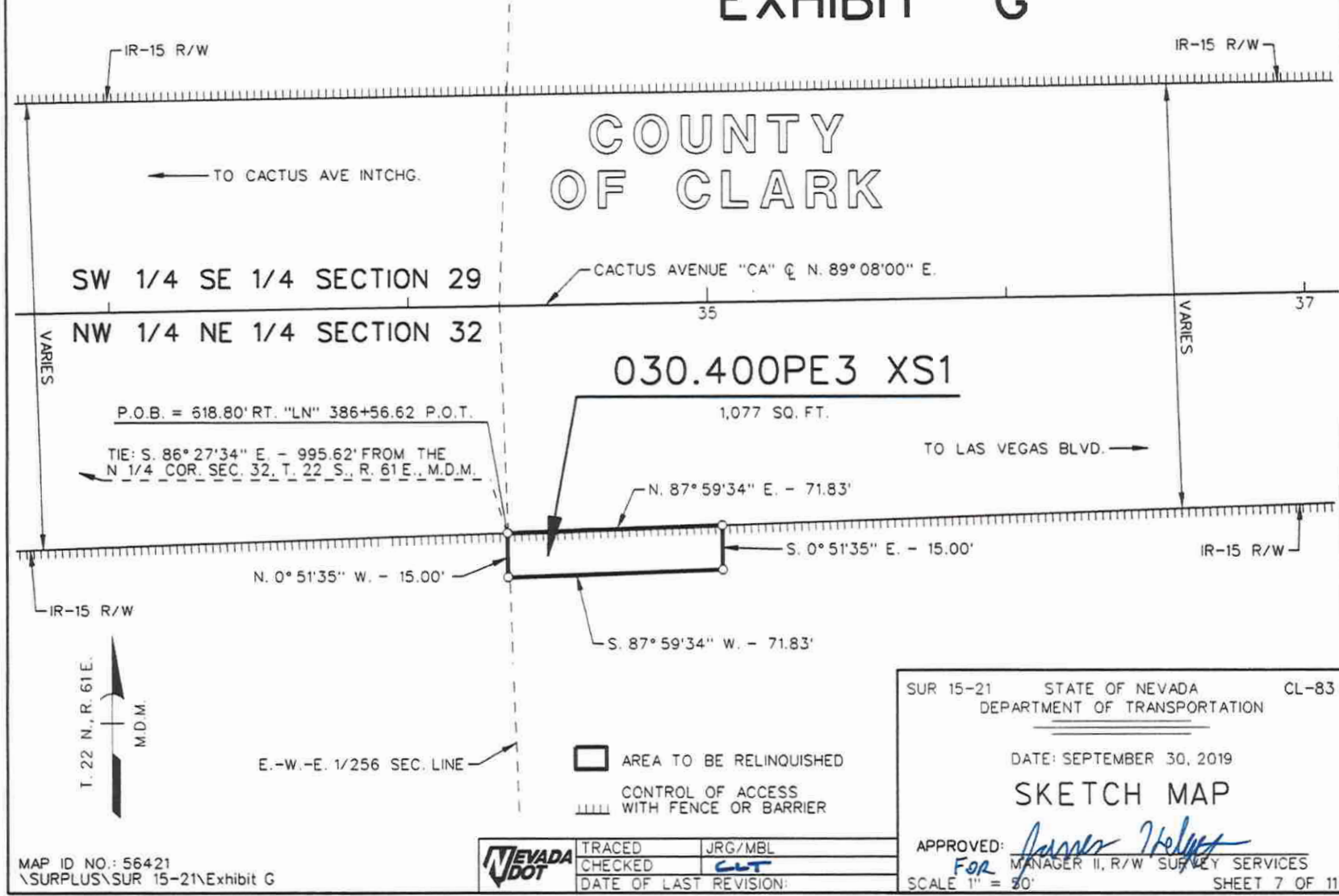
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| NEVADA DOT | TRACED | JRG/MBL |
| | CHECKED | CLT |
| | DATE OF LAST REVISION: | |

MAP ID NO.: 56421
SURPLUS SUR 15-21 Exhibit F

PARCEL NO. PREFIX: I-015-CL-

Project: DE-STP-015-1(146)
E.A.: 73625

EXHIBIT "G"



MAP ID NO.: 56421
SURPLUS\SUR 15-21\Exhibit G

| | | |
|------------|------------------------|---------|
| NEVADA DOT | TRACED | JRG/MBL |
| | CHECKED | CLT |
| | DATE OF LAST REVISION: | |

SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *James Helges*
FOR MANAGER II, R/W SURVEY SERVICES

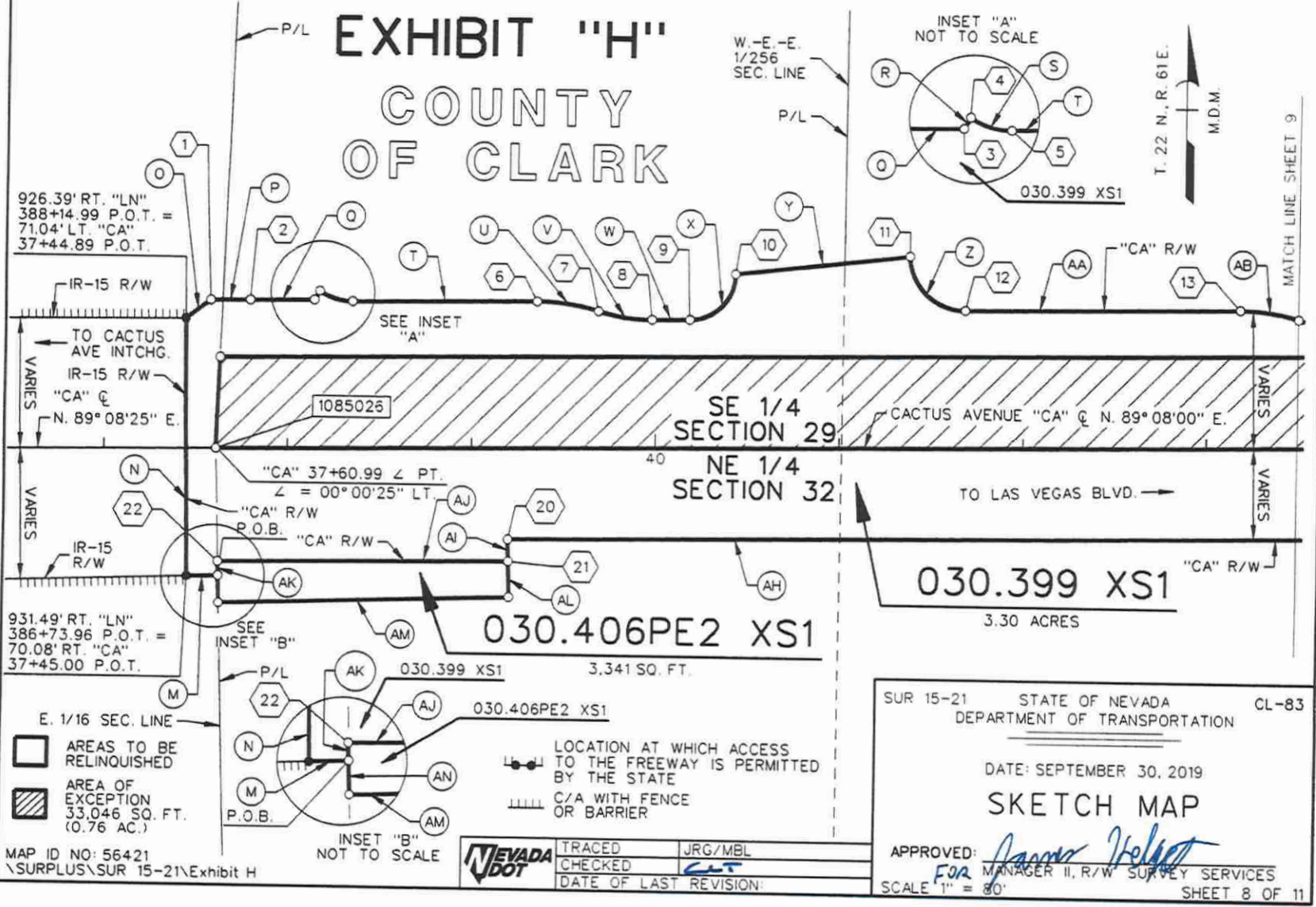
SCALE 1" = 30'

SHEET 7 OF 11

PARCEL NO. PREFIX: I-015-CL - SEE EXHIBITS "J" AND "K" FOR ENGINEERING BOXES Project: DE-STP-015-(146)
 E.A.: 73625

EXHIBIT "H"

COUNTY OF CLARK



- AREAS TO BE RELINQUISHED
- AREA OF EXCEPTION 33,046 SQ. FT. (0.76 AC.)

MAP ID NO: 56421
 \SURPLUS\SUR 15-21\Exhibit H

| | | |
|-------------------|------------------------|---------|
| NEVADA DOT | TRACED | JRG/MBL |
| | CHECKED | CLT |
| | DATE OF LAST REVISION: | |

SUR 15-21 STATE OF NEVADA CL-83
 DEPARTMENT OF TRANSPORTATION
 DATE: SEPTEMBER 30, 2019
SKETCH MAP
 APPROVED: *[Signature]*
 FOR MANAGER II, R/W SURVEY SERVICES
 SCALE 1" = 80' SHEET 8 OF 11

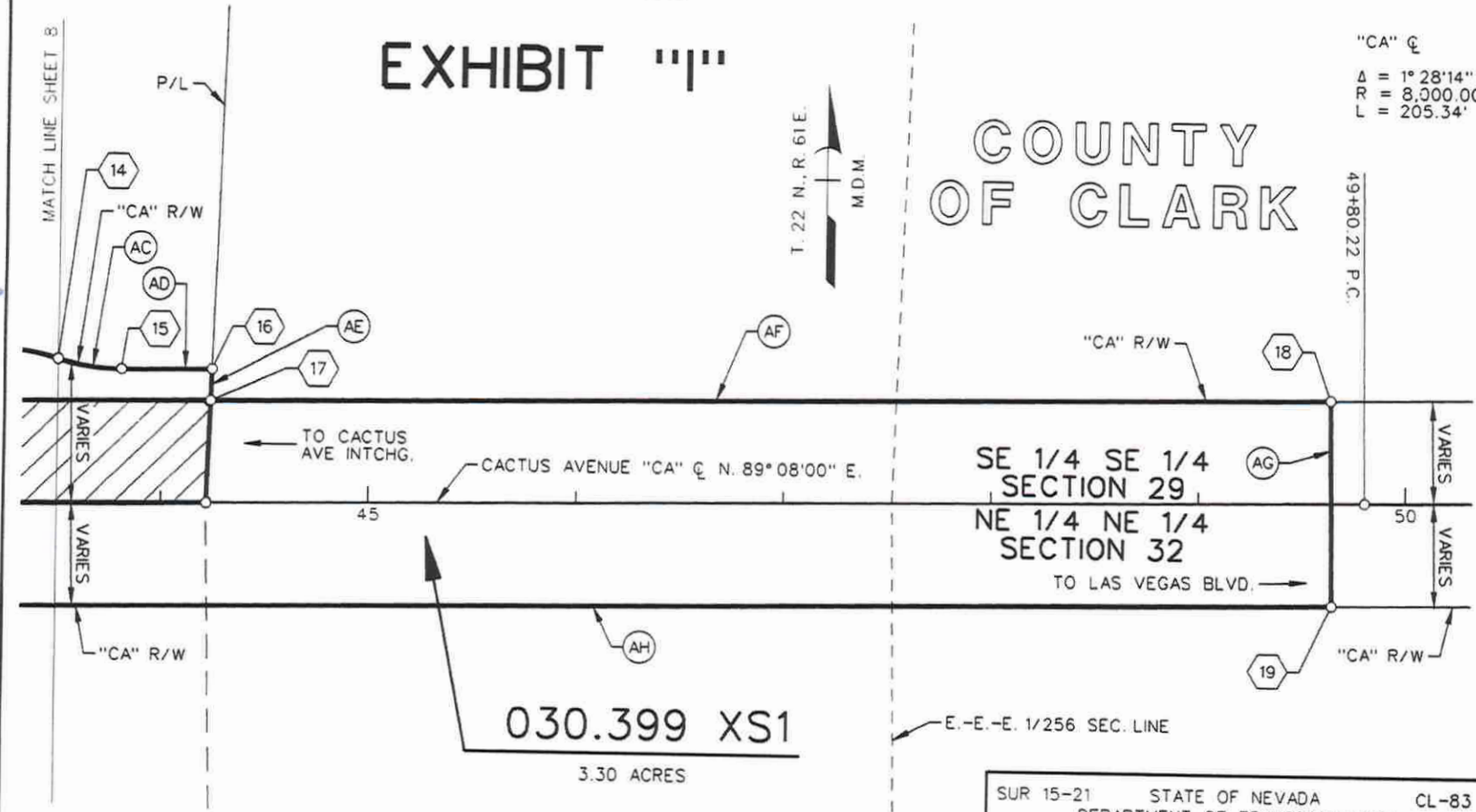
PARCEL NO. PREFIX: I-015-CL-

SEE EXHIBIT "K" FOR ENGINEERING BOXES

Project: DE-STP-015-1(146)
E.A.: 73625

EXHIBIT "I"

"CA" \oslash
 $\Delta = 1^\circ 28' 14''$
 $R = 8,000.00'$
 $L = 205.34'$



- AREAS TO BE RELINQUISHED
- AREA OF EXCEPTION
33,046 SQ. FT. (0.76 AC.)

SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *James Helbert*
FOR MANAGER II, R/W SURVEY SERVICES

SCALE 1" = 80'

SHEET 9 OF 11

MAP ID NO: 56421
SURPLUS\SUR 15-21\Exhibit I

| | | |
|------------|------------------------|---------|
| NEVADA DOT | TRACED | JRG/MBL |
| | CHECKED | ZCF |
| | DATE OF LAST REVISION: | |

PARCEL NO. PREFIX: I-015-CL-

Project: DE-STP-015-1(146)
E.A.: 73625

EXHIBIT "J"

| ROW OFFSETS | |
|-------------|----------------------------------|
| ① | 81.00' LT. "CA" 37+58.46 P.O.T. |
| ② | 81.00' LT. "CA" 37+80.00 P.O.T. |
| ③ | 81.00' LT. "CA" 38+14.80 P.O.T. |
| ④ | 85.91' LT. "CA" 38+17.80 P.O.T. |
| ⑤ | 80.10' LT. "CA" 38+35.54 P.O.T. |
| ⑥ | 80.10' LT. "CA" 39+35.89 P.O.T. |
| ⑦ | 74.74' LT. "CA" 39+69.32 P.O.T. |
| ⑧ | 70.09' LT. "CA" 39+89.37 P.O.T. |
| ⑨ | 70.09' LT. "CA" 40+18.91 P.O.T. |
| ⑩ | 95.10' LT. "CA" 40+43.91 P.O.T. |
| ⑪ | 105.08' LT. "CA" 41+38.91 P.O.T. |
| ⑫ | 75.08' LT. "CA" 41+68.91 P.O.T. |
| ⑬ | 75.08' LT. "CA" 43+18.91 P.O.T. |
| ⑭ | 69.68' LT. "CA" 43+50.76 P.O.T. |
| ⑮ | 65.08' LT. "CA" 43+81.36 P.O.T. |
| ⑯ | 65.08' LT. "CA" 44+25.03 P.O.T. |
| ⑰ | 50.00' LT. "CA" 44+24.32 P.O.T. |
| ⑱ | 50.00' LT. "CA" 49+64.15 P.O.T. |
| ⑲ | 50.00' RT. "CA" 49+64.15 P.O.T. |
| ⑳ | 50.00' RT. "CA" 39+19.66 P.O.T. |
| ㉑ | 62.00' RT. "CA" 39+19.90 P.O.T. |
| ㉒ | 62.00' RT. "CA" 38+90.00 P.O.T. |

| 030.610PE XS1 | |
|--|--|
| P.O.B. = 150.00' RT. "LN" 397+53.23 P.O.T. TIE: N. 27° 39' 21" E. - 1,179.15' FROM THE S. 1/4 COR. SEC. 29, T. 22 S., R. 61 E., M.D.M. | |
| (A) | N. 1° 09' 55" E. - 54.00' |
| (B) | $\Delta = 30^\circ 01' 24"$ R = 167.63' L = 87.84' T.B. = S. 85° 14' 26" E. |
| (C) | $\Delta = 21^\circ 00' 28"$ R = 177.50' L = 65.08' T.B. = N. 62° 32' 43" E. |
| (D) | N. 41° 32' 15" E. - 155.59' |
| (E) | $\Delta = 24^\circ 08' 26"$ R = 192.30' L = 81.02' T.B. = N. 25° 21' 02" E. |
| (F) | N. 88° 56' 34" E. - 203.13' |
| (G) | S. 2° 06' 49" W. - 2.50' |
| (H) | S. 88° 56' 34" W. - 58.39' |
| (I) | $\Delta = 37^\circ 39' 25"$ R = 287.15' L = 188.73' T.B. = S. 78° 23' 43" W. |
| (J) | S. 41° 32' 15" W. - 155.59' |
| (K) | $\Delta = 21^\circ 00' 22"$ R = 222.50' L = 81.57' |
| (L) | $\Delta = 27^\circ 40' 46"$ R = 232.62' L = 112.38' T.B. = S. 60° 46' 56" W. |

| 030.406PE2 XS1 | |
|--|-----------------------------|
| P.O.B. = 948.61' RT. "LN" 386+74.90 P.O.T. TIE: S. 87° 50' 27" E. - 1,324.76' FROM THE N. 1/4 COR. SEC. 32, T. 22 S., R. 61 E., M.D.M. | |
| (AK) | N. 1° 48' 25" W. - 7.74' |
| (AJ) | N. 89° 08' 00" E. - 157.89' |
| (AL) | S. 2° 00' 26" E. - 19.59' |
| (AM) | S. 87° 59' 34" W. - 157.94' |
| (AN) | N. 1° 48' 25" W. - 15.00' |

MAP ID NO: 56421
SURPLUS\SUR 15-21\Exhibit J

| | | |
|---------------|------------------------|---------|
| NEVADA DOT | TRACED | JRG/MBL |
| | CHECKED | ELT |
| | DATE OF LAST REVISION: | |

SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *James Helbert*
FOR MANAGER II, R/W SURVEY SERVICES

SHEET 10 OF 11

PARCEL NO. PREFIX: I-015-CL-

EXHIBIT "K"

Project: DE-STP-015-1(146)
E.A.: 73625

| 030.399 XS1 | |
|--|--|
| P.O.B. = 948.61' RT. "LN" 386+74.90 P.O.T. TIE: S. 87° 50' 27" E. - 1,324.76' FROM THE N. 1/4 COR. SEC. 32, T. 22 S., R. 61 E., M.D.M. | |
| (M) | S. 87° 59' 34" W. - 17.15' |
| (N) | N. 0° 54' 15" W. - 141.12' |
| (O) | N. 52° 50' 58" E. - 16.83' |
| (P) | N. 89° 08' 03" E. - 21.53' |
| (Q) | N. 89° 08' 00" E. - 34.80' |
| (R) | N. 30° 34' 27" E. - 5.75' |
| (S) | Δ = 36° 15' 05" R = 30.00' L = 18.98' T.B. = S. 54° 36' 55" E. |
| (T) | N. 89° 08' 00" E. - 100.35' |
| (U) | Δ = 18° 12' 14" R = 107.00' L = 34.00' |
| (V) | Δ = 18° 12' 15" R = 93.00' L = 29.55' T.B. = S. 72° 39' 46" E. |
| (W) | N. 89° 08' 00" E. - 20.54' |
| (X) | Δ = 90° 01' 23" R = 25.00' L = 39.28' |
| (Y) | N. 83° 08' 10" E. - 95.52' |
| (Z) | Δ = 90° 00' 00" R = 30.00' L = 47.12' T.B. = S. 0° 52' 00" E. |

| 030.399 XS1 CONT. | |
|-------------------|--|
| (AA) | N. 89° 08' 00" E. - 150.00' |
| (AB) | Δ = 18° 11' 41" R = 102.00' L = 32.39' |
| (AC) | Δ = 18° 11' 42" R = 98.00' L = 31.12' T.B. = S. 72° 40' 19" E. |
| (AD) | N. 89° 08' 00" E. - 43.67' |
| (AE) | S. 1° 51' 15" W. - 15.10' |
| (AF) | N. 89° 08' 00" E. - 539.83' |
| (AG) | S. 0° 52' 00" E. - 100.00' |
| (AH) | S. 89° 08' 00" W. - 1,044.49' |
| (AI) | S. 2° 00' 45" E. - 12.00' |
| (AJ) | S. 89° 08' 00" W. - 157.89' |
| (AK) | S. 1° 48' 25" E. - 7.74' |

MAP ID NO: 56421
SURPLUS\SUR 15-21\Exhibit K



| | |
|------------------------|---------|
| TRACED | JRG/MBL |
| CHECKED | CLT |
| DATE OF LAST REVISION: | |

SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *[Signature]*
FOR: MANAGER II, R/W SURVEY SERVICES

SHEET 11 OF 11

Ptn. of APNs: 177-29-402-002,
177-29-402-005, 177-29-801-022, 177-29-801-023,
177-29-801-027, 177-29-899-008, 177-29-899-013,
177-32-501-004, 177-32-599-009, 177-32-599-010,
177-32-599-012, 177-32-599-014, 177-32-599-016,
and 177-32-601-004

All of APNs: 177-29-499-007, 177-29-899-014, 177-29-899-015,
177-29-899-016, and 177-32-599-011

Control Section: CL-83

Route: IR-15

Project: DE-STP-015-1(146)

E.A.: 73625

Ptn. of Parcels: I-015-CL-030.399, I-015-CL-030.400, I-015-CL-030.402, I-015-CL-030.408,
I-015-CL-030.417, and I-015-CL-030.420

All of Parcels: I-015-CL-030.400PE3, I-015-CL-030.401, I-015-CL-030.401PE2,
I-015-CL-030.404, I-015-CL-030.406, I-015-CL-030.406PE1, I-015-CL-030.406PE2,
I-015-CL-030.412PE5, I-015-CL-030.423, I-015-CL-030.531PE, and I-015-CL-030.610PE

Surplus No.: SUR 15-21

Surplus Parcels: I-015-CL-030.399 XS1, I-015-CL-030.401 XS1, I-015-CL-030.400PE3 XS1,
I-015-CL-030.401PE2 XS1, I-015-CL-030.406PE2 XS1, I-015-CL-030.412PE5 XS1,
I-015-CL-030.531PE XS1, and I-015-CL-030.610PE 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
ATTN: STAFF SPECIALIST, PM
1263 S. STEWART ST.
CARSON CITY, NV 89712

RESOLUTION OF RELINQUISHMENT
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 and a fee simple interest in those certain
portions of IR-15, extending from Milepost I-015-CL-030.386 to Milepost I-015-CL-030.659; and

WHEREAS, aforesaid portions of IR-15 are delineated and identified as
Parcels I-015-CL-030.399 XS1, I-015-CL-030.401 XS1, I-015-CL-030.400PE3 XS1,
I-015-CL-030.401PE2 XS1, I-015-CL-030.406PE2 XS1, I-015-CL-030.412PE5 XS1,
I-015-CL-030.531PE XS1, and I-015-CL-030.610PE XS1 on EXHIBITS "A" through "K",
inclusive, attached hereto and made a part hereof; and

WHEREAS, as set forth in NRS 408.527, the Nevada Department of Transportation
may, by resolution of the board, relinquish to cities and counties any portion of any state
highway which has been superseded by relocation or which the Department determines
exceeds its needs; and

WHEREAS, aforesaid portions of IR-15 are of no further contemplated use by the
Department due to those portions of IR-15 being in excess of its needs; and

WHEREAS, the County of Clark has requested the relinquishment of aforesaid portions
of highway for the purpose of a transportation facility; and

WHEREAS, the County of Clark has agreed to accept the relinquishment of the
aforesaid portions of IR-15 together with any and all revocable leases and licenses entered into
between the Department and the adjoining owners for the multiple use of the aforesaid portions
of IR-15; and

WHEREAS, the County of Clark entered into an agreement with the Department on
February 4, 2020, to accept the hereinafter described portions of IR-15 as a part of the
County of Clark road system; and

WHEREAS, the Board of County Commissioners of Clark County, State of Nevada,
consented by resolution passed and adopted on December 17, 2019, to the Department
relinquishing the aforesaid portions of said road to the County of Clark; and

WHEREAS, NRS 408.527 provides that the Department of Transportation may relinquish
any portion of a state highway which has been superseded by relocation or which the

Department determines exceeds its needs after the Department and the city or county have entered into an agreement and the city or county legislative body has adopted a resolution consenting thereto.

THEREFORE, it is hereby determined by the Board of Directors of the Nevada Department of Transportation, State of Nevada, that the following described parcels and incidents thereto, being all that land, delineated and identified as
Parcels I-015-CL-030.399 XS1, I-015-CL-030.401 XS1, I-015-CL-030.400PE3 XS1, I-015-CL-030.401PE2 XS1, I-015-CL-030.406PE2 XS1, I-015-CL-030.412PE5 XS1, I-015-CL-030.531PE XS1, and I-015-CL-030.610PE XS1 on EXHIBITS "A" through "K", inclusive, attached hereto and made a part hereof, is hereby relinquished to the County of Clark of the State of Nevada. Said parcels are described as follows:

I-015-CL-030.399 XS1

Situate, lying and being in the County of Clark, State of Nevada, and more particularly described as being a portion of the N 1/2 of the NE 1/4 of Section 32 and the S 1/2 of the SE 1/4 of Section 29, T. 22 S., R. 61 E., M.D.M., and more fully described by metes and bounds as follows:

Beginning at the intersection of the east 1/16 section line of said Section 32 and the southerly right-of-way line of Cactus Avenue, 69.73 feet right of and at right angles to the centerline of said Cactus Avenue at Highway Engineer's Station "CA" 37+62.13 P.O.T., and 948.61 feet right of and at right angles to the centerline of IR-15 at Highway Engineer's Station "LN" 386+74.90 P.O.T., said point of beginning further described as bearing S. 87°50'27" E. a distance of 1,324.76 feet from a 1.5 inch aluminum cap stamped "PLS7008", shown as being a "FOUND 1.5" ALUMINUM CAP STAMPED 'PLS 7008' " on that certain PARCEL MAP FOR CACTUS VILLAS, LLC, accepted as being the north 1/4 corner of said Section 32, filed for record as Instrument No. 02453 on December 21, 2016, File 121, Page 0084 of Parcel Maps, Official Records of Clark County, Nevada Records; thence S. 87°59'34" W., along said southerly right-of-way line of Cactus Avenue, a distance of 17.15 feet to the easterly right-of-way line of said IR-15; thence N. 0°54'15" W., along said easterly right-of-way line, a distance of 141.12 feet to the northerly right-of-way line of said Cactus Avenue; thence along said northerly right-of-way line the following sixteen (16) courses and distances:

- 1) N. 52°50'58" E. – 16.83 feet;
- 2) N. 89°08'03" E. – 21.53 feet;
- 3) N. 89°08'00" E. – 34.80 feet;
- 4) N. 30°34'27" E. – 5.75 feet;
- 5) from a tangent which bears S. 54°36'55" E., curving to the left with a radius of 30.00 feet, through an angle of 36°15'05", an arc distance of 18.98 feet;
- 6) N. 89°08'00" E. – 100.35 feet;
- 7) from a tangent which bears the last described course, curving to the right with a radius of 107.00 feet, through an angle of 18°12'14", an arc distance of 34.00 feet;
- 8) from a tangent which bears S. 72°39'46" E., curving to the left with a radius of 93.00 feet, through an angle of 18°12'15", an arc distance of 29.55 feet;
- 9) N. 89°08'00" E. – 20.54 feet;
- 10) from a tangent which bears the last described course, curving to the left with a radius of 25.00 feet, through an angle of 90°01'23", an arc distance of 39.28 feet;
- 11) N. 83°08'10" E. – 95.52 feet;
- 12) from a tangent which bears S. 0°52'00" E., curving to the left with a radius of 30.00 feet, through an angle of 90°00'00", an arc distance of 47.12 feet;
- 13) N. 89°08'00" E. – 150.00 feet;
- 14) from a tangent which bears the last described course, curving to the right with a radius of 102.00 feet, through an angle of 18°11'41", an arc distance of 32.39 feet;

- 15) from a tangent which bears S. 72°40'19" E., curving to the left with a radius of 98.00 feet, through an angle of 18°11'42", an arc distance of 31.12 feet;
- 16) N. 89°08'00" E. – 43.67 feet to the east-east 1/64 section line of said Section 29;

thence S. 1°51'15" W., along said northerly right-of-way line and east-east 1/64 section line, a distance of 15.10 feet; thence N. 89°08'00" E., continuing along said right-of-way line, a distance of 539.83 feet; thence S. 0°52'00" E. a distance of 100.00 feet to said southerly right-of-way line of Cactus Avenue; thence along said southerly right-of-way line the following four (4) courses and distances:

- 1) S. 89°08'00" W. – 1,044.49 feet;
 - 2) S. 2°00'45" E. – 12.00 feet;
 - 3) S. 89°08'00" W. – 157.89 feet;
 - 4) S. 1°48'25" E. – 7.74 feet to the point of beginning;
- said parcel contains an area of 3.30 acres (143,939 square feet).

Said parcel is shown and delineated as Parcel I-015-CL-030.399XS1 on EXHIBITS "H" and "I", attached hereto and made a part hereof.

RESERVING unto the grantor the right of access to maintenance roads "M3" and "M4" for the purpose of maintaining drainage facilities.

EXCEPTING therefrom a portion of that certain parcel acquired by the COUNTY OF CLARK in that certain GRANT, BARGAIN, SALE DEED recorded on September 11, 2003, in Book 20030911, as Instrument No. 01308, Official Records of Clark County, Nevada. Said portion lies within said Parcel I-015-CL-030.399XS1 and is shown and delineated by shading on EXHIBITS "H" and "I", said exception contains an area of 33,046 square feet (0.76 acres).

EXCEPTING therefrom any and all water rights to said parcel.

It is the intent of this document to convey and it does convey all of the Department's right, title and interest in and to portions of those certain parcels acquired by Instrument No.'s 201111300001611 (030.404 & 030.406), 201205240001633 (030.417 & 030.423), 201211270003644 (030.420), 201211260002856 (030.399), 201111300001613 (030.402 & 030.408), and 201211260002855 (030.400).

I-015-CL-030.401 XS1

Situate, lying and being in the County of Clark, State of Nevada, and more particularly described as being a portion of the SE 1/4 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 29, T. 22 S., R. 61 E., M.D.M., and more fully described by metes and bounds as follows:

Beginning at a point on the west-east-west 1/256 section line of said Section 29 and the northerly right-of-way line of Cactus Avenue, 48.00 feet left of and at right angles to the centerline of said Cactus Avenue at Highway Engineer's Station "CA" 15+77.98 P.O.T., said point further described as bearing N. 88°47'59" W. a distance of 862.58 feet from a 1.5 inch aluminum cap stamped "PLS7008", shown as being a "FOUND 1.5" ALUMINUM CAP STAMPED 'PLS 7008' " on that certain PARCEL MAP FOR CACTUS VILLAS, LLC, accepted as being the south 1/4 corner of said Section 29, filed for record as Instrument No. 02453 on December 21, 2016, File 121, Page 0084 of Parcel Maps, Official Records of Clark County, Nevada Records; thence along said left or northerly right-of-way line of Cactus Avenue the following four (4) courses and distances:

- 1) N. 87°53'23" E. – 231.74 feet;
- 2) N. 2°06'37" W. – 5.00 feet;
- 3) from a tangent which bears N. 87°53'23" E., curving to the left with a radius of 20.00 feet, through a central angle of 86°33'35", an arc distance of 30.22 feet;
- 4) S. 88°40'12" E. – 5.00 feet to the westerly right-of-way line of Dean Martin Drive;

thence S. 1°19'48" W., along said westerly right-of-way line, a distance of 72.17 feet to the south section line of said Section 29; thence S. 88°00'44" W., along said south section line, a distance of 254.82 feet to said west-east-west section line; thence N. 0°48'35" E., along said west-east-west section line, a distance of 48.06 feet to the point of beginning; said parcel contains an area of 12,598 square feet (0.29 acres).

Said parcel is shown and delineated as parcel I-015-CL-030.401XS1 on EXHIBIT "B", attached hereto and made a part hereof.

It is the intent of this document to convey and it does convey all of the Department's right, title and interest in and to PARCEL NO. I-015-CL-030.401 as described in that certain Judgment and Final Order of Condemnation Instrument no. 201310110001422.

EXCEPTING therefrom any and all water rights to said parcel.

I-015-CL-030.400PE3 XS1

Situate, lying and being in the County of Clark, State of Nevada, and more particularly described as a portion of the NE 1/4 of the NW 1/4 of the NE 1/4 of Section 32, T. 22 S., R. 61 E., M.D.M., and more fully described by metes and bounds as follows:

Beginning at a point on the easterly right-of-way line of IR-15, 618.80 feet right of and at right angles to Highway Engineer's Station "LN" 386+56.62 P.O.T., said point also described as being on the east-west-east 1/256 section line of said Section 32, said point further described as bearing S. 86°27'34" E. a distance of 995.62 feet from a 1.5 inch aluminum cap stamped "PLS7008", shown as being a "FOUND 1.5" ALUMINUM CAP STAMPED 'PLS 7008' " on that certain PARCEL MAP FOR CACTUS VILLAS, LLC, accepted as being the north 1/4 corner of said Section 32, filed for record as Instrument No. 02453 on December 21, 2016, File 121, Page 0084 of Parcel Maps, Official Records of Clark County, Nevada Records; thence N. 87°59'34" E., along said easterly right-of-way line, a distance of 71.83 feet; thence along the following three (3) courses and distances:

- 1) S. 0°51'35" E. – 15.00 feet;
- 2) S. 87°59'34" W. – 71.83 feet,
- 3) N. 0°51'35" W. – 15.00 feet to the point of beginning;
said parcel contains an area of 1,077 square feet (0.02 acres).

Said parcel is shown and delineated as parcel I-015-CL-030.400PE3 XS1, on EXHIBIT "G", attached hereto and made a part hereof.

RESERVING unto the grantor the right of access to maintenance roads "M3" and "M4" for the purpose of maintaining drainage facilities.

It is the intent of this document to convey and it does convey all of the Department's right, title and interest in and to Parcel No. I-015-CL-030.400PE3 as described in that certain EASEMENT DEED OF CORRECTION Instrument No. 201404090000073.

I-015-CL-030.401PE2 XS1

Situate, lying and being in the County of Clark, State of Nevada, and more particularly described as being a portion of the SE 1/4 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 29, T. 22 S., R. 61 E., M.D.M., and more fully described by metes and bounds as follows:

Beginning at a point on the left or westerly right-of-way line of Dean Martin Drive, 33.00 feet left of and at right angles to Highway Engineer's Station "DM" 22+19.60 P.O.T., said point further described as bearing N. 71°38'26" W. a distance of 635.62 feet from a 1.5 inch aluminum cap stamped "PLS7008", shown as being a "FOUND 1.5" ALUMINUM CAP STAMPED 'PLS 7008' " on that certain PARCEL MAP FOR CACTUS VILLAS, LLC, accepted as being the south 1/4 corner of

said Section 29, filed for record as Instrument No. 02453 on December 21, 2016, File 121, Page 0084 of Parcel Maps, Official Records of Clark County, Nevada Records; thence along the following three (3) courses and distances:

- 1) N. 88°40'12" W. – 20.00 feet;
- 2) N. 1°19'48" E. – 20.00 feet;
- 3) S. 88°40'12" E. – 20.00 feet to said left or westerly right-of-way line;

thence S. 1°19'48" W., along said left or westerly right-of-way line, a distance of 20.00 feet to the point of beginning; said parcel contains an area of 400 square feet (0.01 acres).

Said parcel is shown and delineated as parcel I-015-CL-030.401PE2 XS1, on EXHIBIT "C", attached hereto and made a part hereof.

It is the intent of this document to convey and it does convey all of the Department's right, title and interest in and to Parcel No. I-015-CL-030.401PE2 as described in that certain Judgment and Final Order of Condemnation Instrument No. 201310110001422.

I-015-CL-030.406PE2 XS1

Situate, lying and being in the County of Clark, State of Nevada, and more particularly described as being a portion of the NW 1/4 of the NW 1/4 of the NE 1/4 of the NE 1/4 of Section 32, T. 22 S., R. 61 E., M.D.M., and more fully described by metes and bounds as follows:

Beginning at the intersection of the east 1/16 section line of said Section 32 and the southerly right-of-way line of Cactus Avenue, 69.73 feet right of and at right angles to the centerline of said Cactus Avenue at Highway Engineer's Station "CA" 37+62.13 P.O.T., and 948.61 feet right of and at right angles to the centerline of IR-15 at Highway Engineer's Station "LN" 386+74.90 P.O.T., said point further described as bearing S. 87°50'27" E. a distance of 1,324.76 feet from a 1.5 inch aluminum cap stamped "PLS7008", shown as being a "FOUND 1.5" ALUMINUM CAP STAMPED 'PLS 7008' " on that certain PARCEL MAP FOR CACTUS VILLAS, LLC, accepted as being the north 1/4 corner of said Section 32, filed for record as Instrument No. 02453 on December 21, 2016, File 121, Page 0084 of Parcel Maps, Official Records of Clark County, Nevada Records; thence N. 1°48'25" W., along said east 1/16 section line and southerly right-of-way line, a distance of 7.74 feet; thence N. 89°08'00" E., continuing along said southerly right-of-way line, a distance of 157.89 feet; thence S. 2°00'26" E. a distance of 19.59 feet; thence S. 87°59'34" W. a distance of 157.94 feet to said east 1/16 section line; thence N. 1°48'25" W., along said east 1/16 section line, a distance of 15.00 feet to the point of beginning; said parcel contains an area of 3,341 square feet (0.08 acres).

Said parcel is shown and delineated as parcel I-015-CL-030.406PE2 XS1, on EXHIBIT "H", attached hereto and made a part hereof.

RESERVING unto the grantor the right of access to maintenance roads "M3" and "M4" for the purpose of maintaining drainage facilities.

It is the intent of this document to convey and it does convey all of the Department's right, title and interest in and to Parcel No. I-015-CL-030.406PE2 as described in that certain EASEMENT DEED OF CORRECTION Instrument No. 201404090000072.

I-015-CL-030.412PE5 XS1

Situate, lying and being in the County of Clark, State of Nevada, and more particularly described as being a portion of the SE 1/4 of the SW 1/4 of the SW 1/4 of the SE 1/4 of Section 29, T. 22 S., R. 61 E., M.D.M., and more fully described by metes and bounds as follows:

Beginning at the intersection of the southerly boundary line of that certain GRANT OF PUBLIC EASEMENT FOR DRAINAGE FACILITIES granted to the COUNTY OF CLARK by that document recorded on October 3, 2001 in Book 20011003 as Instrument No. 00893 and the west-east 1/64 section line of said Section 29, said point of beginning described as being 286.96 feet right of and at right angles to the centerline of IR-15 at Highway Engineer's Station "LN" 388+54.99 P.O.T., said point further described as bearing N. 77°49'59" E. a distance of 681.28 feet from a 1.5 inch aluminum cap stamped "PLS7008", shown as being a "FOUND 1.5" ALUMINUM CAP STAMPED 'PLS 7008' " on that certain PARCEL MAP FOR CACTUS VILLAS, LLC, accepted as being the south 1/4 corner of said Section 29, filed for record as Instrument No. 02453 on December 21, 2016, File 121, Page 0084 of Parcel Maps, Official Records of Clark County, Nevada Records; thence S. 81°12'38" W. a distance of 103.70 feet to a point on said southerly boundary line of that certain GRANT OF PUBLIC EASEMENT FOR DRAINAGE FACILITIES and a point on the easterly right-of-way line of said IR-15; thence N. 58°18'04" E., along said southerly boundary line, a distance of 7.79 feet; thence from a tangent which bears the last described course, curving to the right, continuing along said southerly boundary line, with a radius of 115.50 feet, through a central angle of 49°25'12", an arc distance of 99.62 feet to the point of beginning; said parcel contains an area of 845 square feet (0.02 acres).

Said parcel is shown and delineated as parcel I-015-CL-030.412PE5 XS1, on EXHIBIT "F", attached hereto and made a part hereof.

It is the intent of this document to convey and it does convey all of the Department's right, title and interest in and to Parcel No. I-015-CL-030.412PE5 as described in that certain Final Order of Condemnation Instrument No. 201406120000362.

I-015-CL-030.531PE XS1

Situate, lying and being in the County of Clark, State of Nevada, and more particularly described as being a portion of the SE 1/4 of the NE 1/4 of the SE 1/4 of the SW 1/4 of Section 29, T. 22 S., R. 61 E., M.D.M., and more fully described by metes and bounds as follows:

Beginning at the intersection of the left or westerly right-of-way line of IR-15 with the south-south 1/64 section line of said Section 29, 254.01 feet left of and at right angles to Highway Engineer's Station "LS" 393+58.09 P.O.T., said point described as being on the north-south 1/4 section line of said Section 29, said point further described as bearing N. 2°22'33" E. a distance of 660.35 feet from a 1.5 inch aluminum cap stamped "PLS7008", shown as being a "FOUND 1.5" ALUMINUM CAP STAMPED 'PLS 7008' " on that certain PARCEL MAP FOR CACTUS VILLAS, LLC, accepted as being the south 1/4 corner of said Section 29, filed for record as Instrument No. 02453 on December 21, 2016, File 121, Page 0084 of Parcel Maps, Official Records of Clark County, Nevada Records; thence S. 88°12'00" W., along said south-south 1/64 section line, a distance of 30.08 feet; thence N. 2°23'07" E. a distance of 37.20 feet; thence S. 87°36'53" E. a distance of 29.99 feet to said left or westerly right-of-way line and said 1/4 section line; thence S. 2°22'25" W., along said westerly right-of-way line and said 1/4 section line, a distance of 35.00 feet to the point of beginning; said parcel contains an area of 1,083 square feet (0.02 acres).

Said parcel is shown and delineated as parcel I-015-CL-030.531PE XS1, on EXHIBIT "D", attached hereto and made a part hereof.

It is the intent of this document to convey and it does convey all of the Department's right, title and interest in and to Parcel No. I-015-CL-030.531PE as described in that certain EASEMENT DEED Instrument No. 201210050001486.

I-015-CL-030.610PE XS1

Situate, lying and being in the County of Clark, State of Nevada, and more particularly described as being a portion of the N 1/2 of the SW 1/4 of the SE 1/4 of Section 29, T. 22 S., R. 61 E., M.D.M., and further described in that certain EASEMENT AGREEMENT recorded in Book 20030801 as Instrument No. 01692, Official Records of Clark County, Nevada, and more fully described by metes and bounds as follows:

Beginning at a point on the easterly right-of-way line of IR-15, 150.00 feet right of and at right angles to Highway Engineer's Station "LN" 397+53.23 P.O.T., said point further described as bearing N. 27°39'21" E. a distance of 1,179.15 feet from a 1.5 inch aluminum cap stamped "PLS7008", shown as being a "FOUND 1.5" ALUMINUM CAP STAMPED 'PLS 7008' " on that certain PARCEL MAP FOR CACTUS VILLAS, LLC, accepted as being the south 1/4 corner of said Section 29, filed for record as Instrument No. 02453 on December 21, 2016, File 121, Page 0084 of Parcel Maps, Official Records of Clark County, Nevada Records; thence N. 1°09'55" E., along said right or easterly

right-of-way line a distance of 54.00 feet; thence along the following four (4) courses and distances:

- 1) from a tangent which bears S. 85°14'26" E., curving to the left with a radius of 167.63 feet, through a central angle of 30°01'24", an arc distance of 87.84 feet;
- 2) from a tangent which bears N. 62°32'43" E., curving to the left with a radius of 177.50 feet, through a central angle of 21°00'28", an arc distance of 65.08 feet;
- 3) N. 41°32'15" E. – 155.59 feet;
- 4) from a tangent which bears N. 25°21'02" E., curving to the right with a radius of 192.30 feet, through a central angle of 24°08'26", an arc distance of 81.02 feet to the southerly right-of-way line of Frias Avenue and the south 1/16 section line of said Section 29;

thence N. 88°56'34" E., along said southerly right-of-way line and said south 1/16 section line, a distance of 203.13 feet to the east-west-east 1/256 section line of said Section 29; thence S. 2°06'49" W., along said east-west-east 1/256 section line, a distance of 2.50 feet; thence along the following five (5) courses and distances:

- 1) S. 88°56'34" W. – 58.39 feet;
- 2) from a tangent which bears S. 78°23'43" W., curving to the left with a radius of 287.15 feet, through a central angle of 37°39'25", an arc distance of 188.73 feet;
- 3) S. 41°32'15" W. – 155.59 feet;
- 4) from a tangent which bears the last described course, curving to the right with a radius of 222.50 feet, through a central angle of 21°00'22", an arc distance of 81.57 feet;
- 5) from a tangent which bears S. 60°46'56" W., curving to the right with a radius of 232.62 feet, through a central angle of 27°40'46", an arc distance of 112.38 feet to the point of beginning; said parcel contains an area of 22,446 square feet (0.52 acres).

Said parcel is shown and delineated as parcel I-015-CL-030.610PE XS1 on EXHIBIT "E", attached hereto and part a part hereof.

It is the intent of this document to convey and it does convey all of the Department's right, title and interest in and to Parcel No. I-015-CL-030.610PE as described in that certain Deed of Correction for Deed of Gift of Real Property Permanent Easement Instrument No. 201111140003470.

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

It is the intent of the Department to relinquish to the County of Clark all of the Department's right, title and interest in and to the aforesaid described portions of IR-15 as shown on EXHIBITS "A" through "K", inclusive, attached hereto and made a part hereof. If the purpose for which it is relinquished is abandoned or ceases to exist, then all right, title and interest of the city or county reverts back to the Department.

DATED this ___ day of _____, 20__.

APPROVED AS TO LEGALITY AND FORM:

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

Dennis Gallagher,
Chief Deputy Attorney General

Steve Sisolak, Chairman

ATTEST:

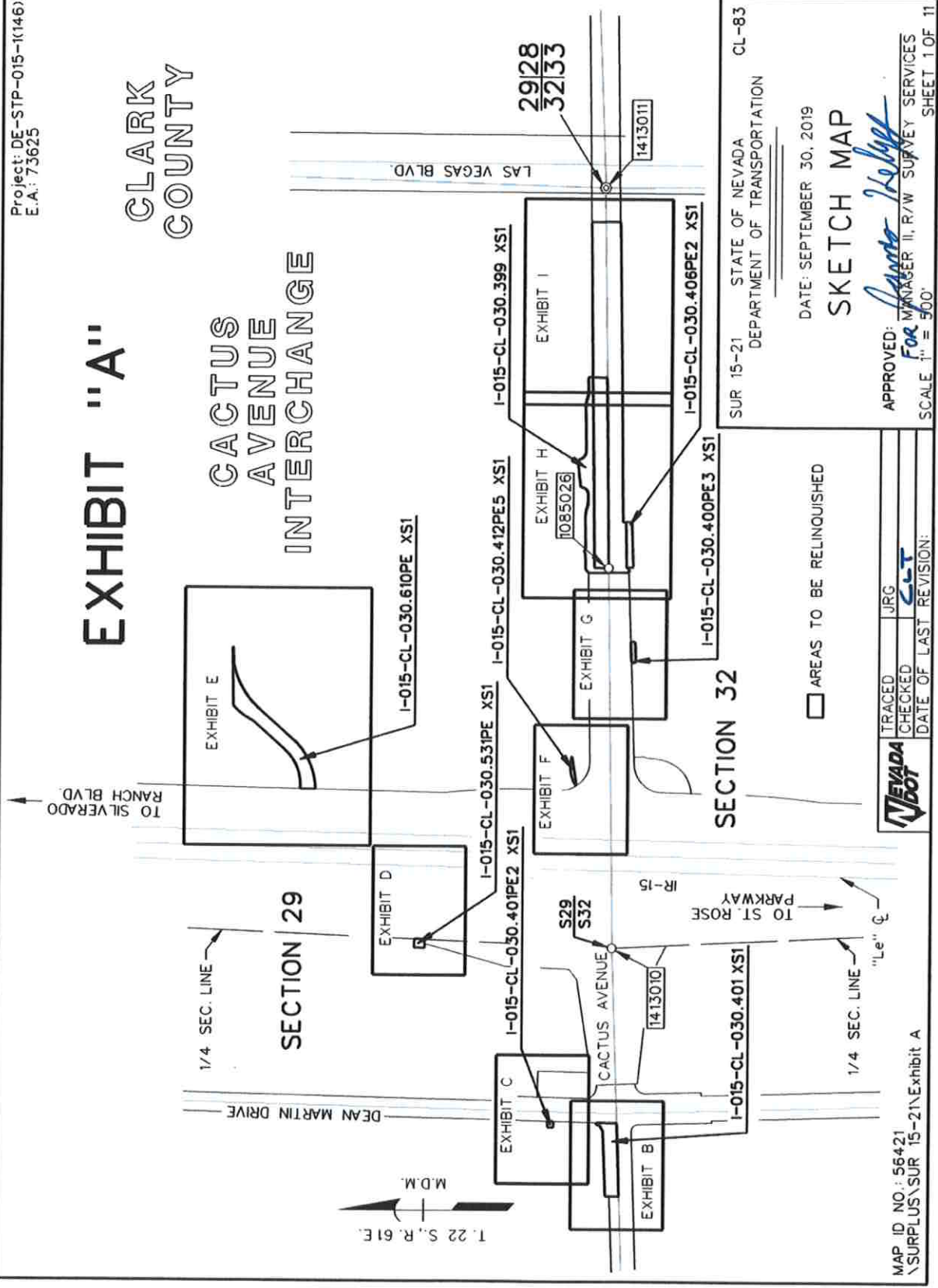
Tracy Larkin - Thomason,
Secretary to the Board

Project: DE-STP-015-1(146)
E.A.: 73625

EXHIBIT "A"

CLARK COUNTY

CACTUS AVENUE INTERCHANGE



SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *[Signature]*
FOR MARKER II, R/W SURVEY SERVICES

SCALE: 1" = 500'

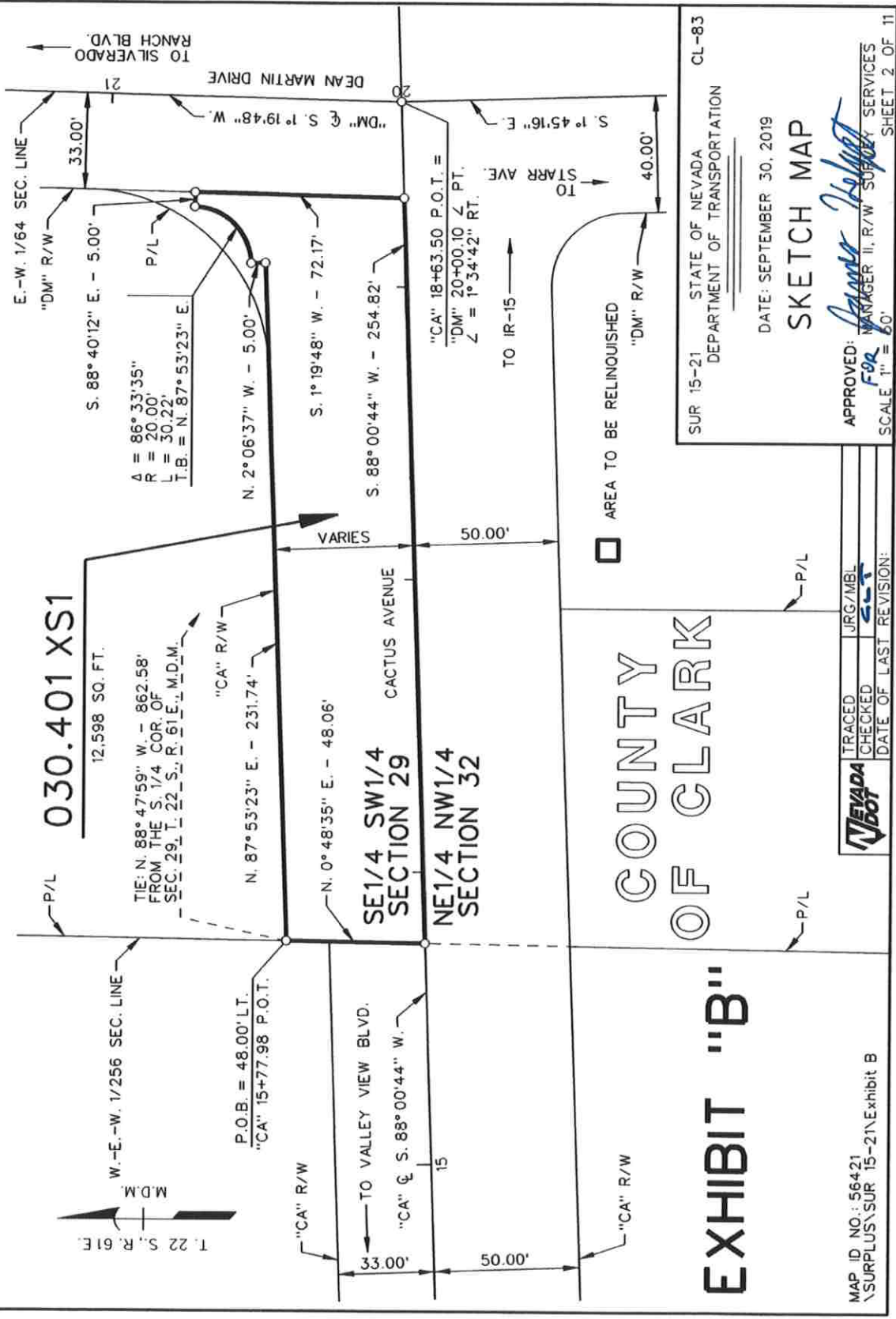
SHEET 1 OF 11

| | | |
|---------------|------------------------|-----|
| NEVADA DOT | TRACED | JRC |
| | CHECKED | CLT |
| | DATE OF LAST REVISION: | |

MAP ID NO.: 55421
SURPLUS\SUR 15-21\Exhibit A

PARCEL NO. PREFIX: I-015-CL-

Project: DE-STP-015-(146)
E.A.: 73625



SUR 15-21 STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *James Holbert*
MANAGER II, R/W SURVEY SERVICES

CL-83

SCALE: 1" = 60'

COUNTY OF CLARK

EXHIBIT "B"

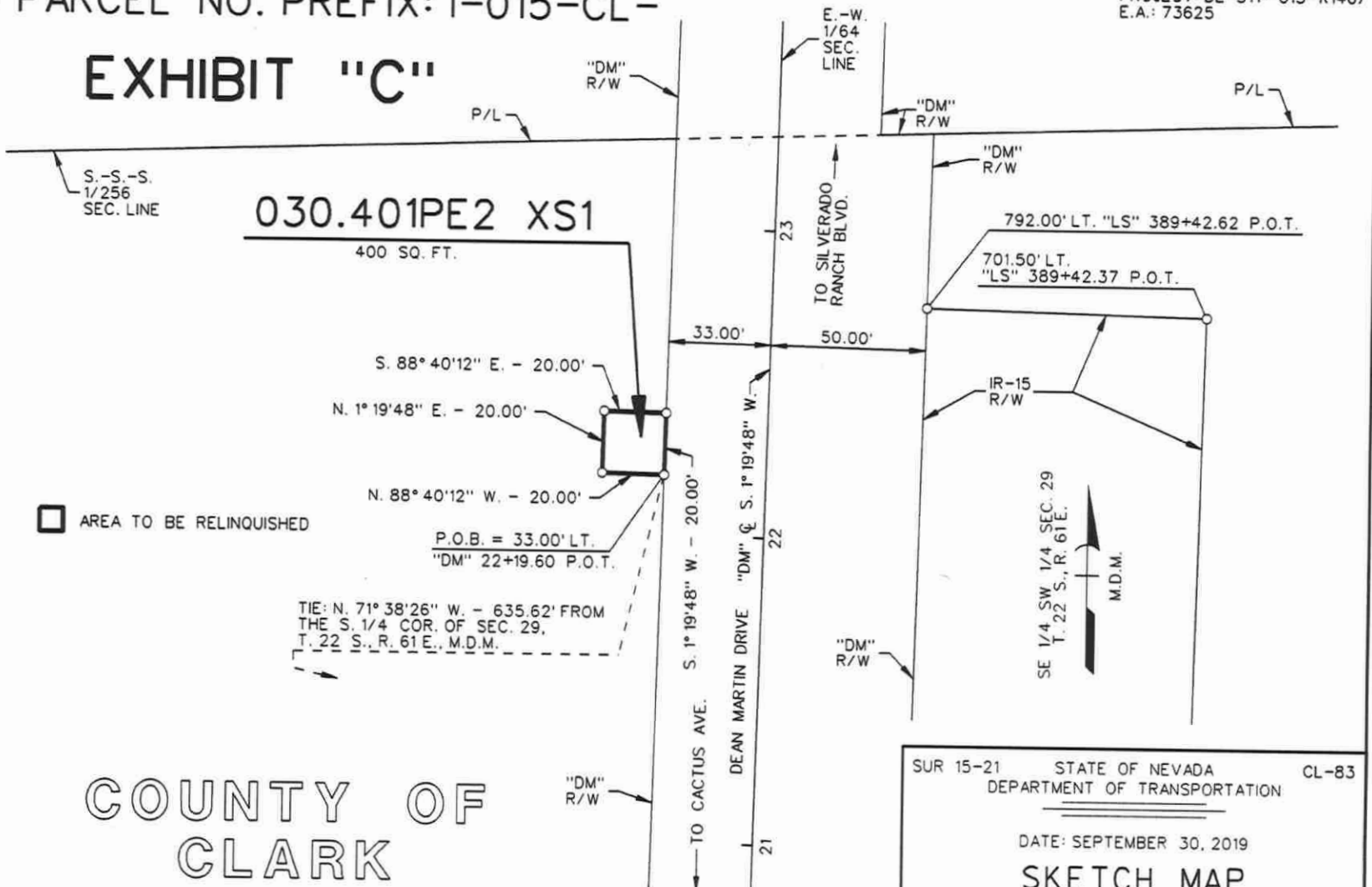
MAP ID NO.: 56421
SURPLUS\SUR 15-21\Exhibit B

| | | |
|------------|------------------------|---------|
| NEVADA DOT | TRACED | JRG/MBL |
| | CHECKED | SLT |
| | DATE OF LAST REVISION: | |

PARCEL NO. PREFIX: I-015-CL-

PROJECT: DE-STP-015-1(146)
E.A.: 73625

EXHIBIT "C"



☐ AREA TO BE RELINQUISHED

COUNTY OF CLARK

MAP ID NO.: 56421
\\SURPLUS\SUR 15-21\Exhibit C



| | |
|------------------------|---------|
| TRACED | JRG/MBL |
| CHECKED | CLT |
| DATE OF LAST REVISION: | |

SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *James Helbert*
FOR MANAGER II, R/W SURVEY SERVICES

SCALE 1" = 50'

SHEET 3 OF 11

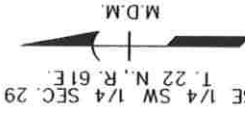
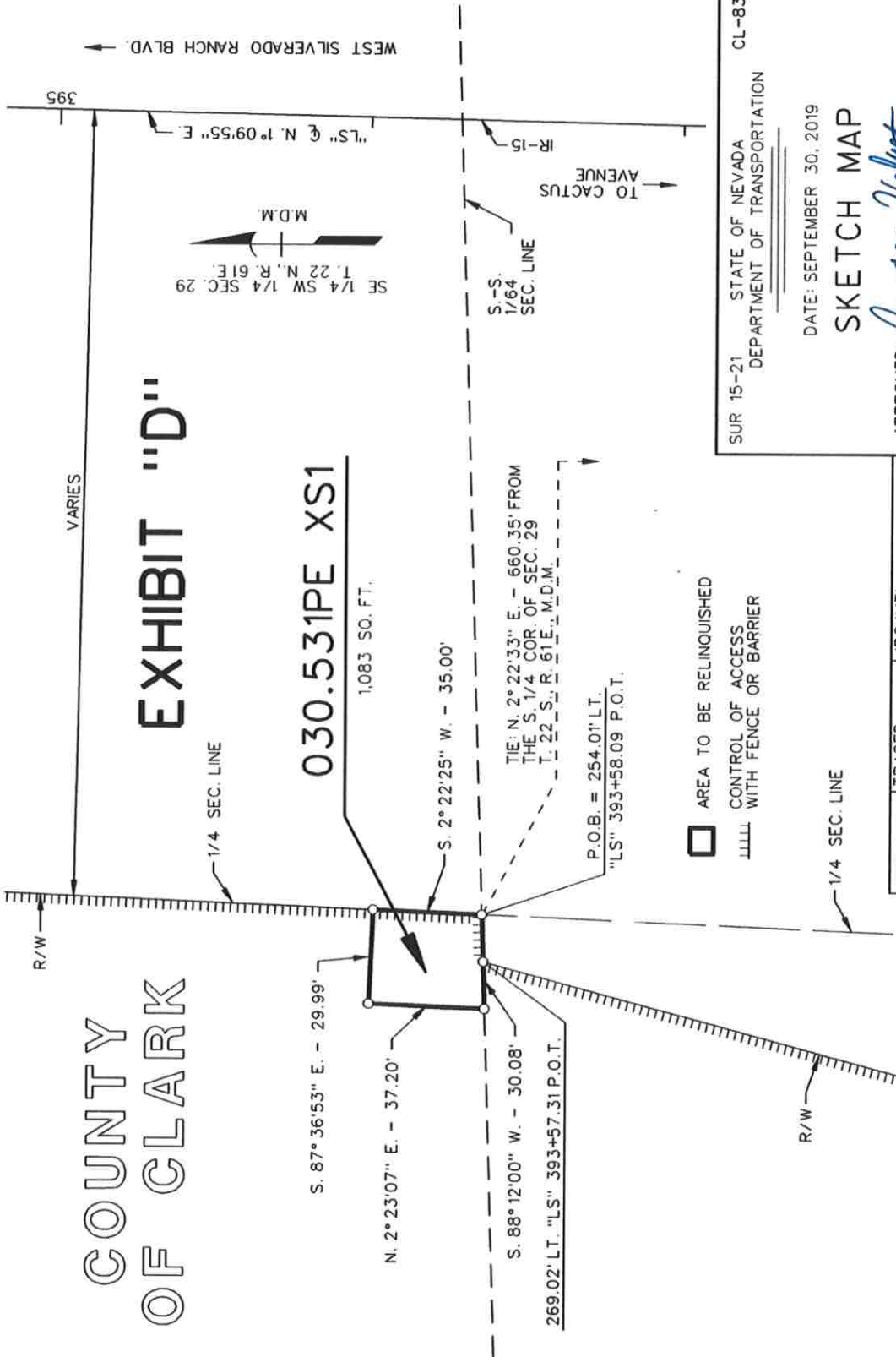
PARCEL NO. PREFIX: I-015-CL-

PROJECT: DE-STP-015-1(146)
E.A.: 73625

COUNTY
OF CLARK

EXHIBIT "D"

030.531PE XS1



□ AREA TO BE RELINQUISHED
 ||||| CONTROL OF ACCESS WITH FENCE OR BARRIER

MAP ID NO.: 56421
 \SURPLUS\SUR 15-21\Exhibit D

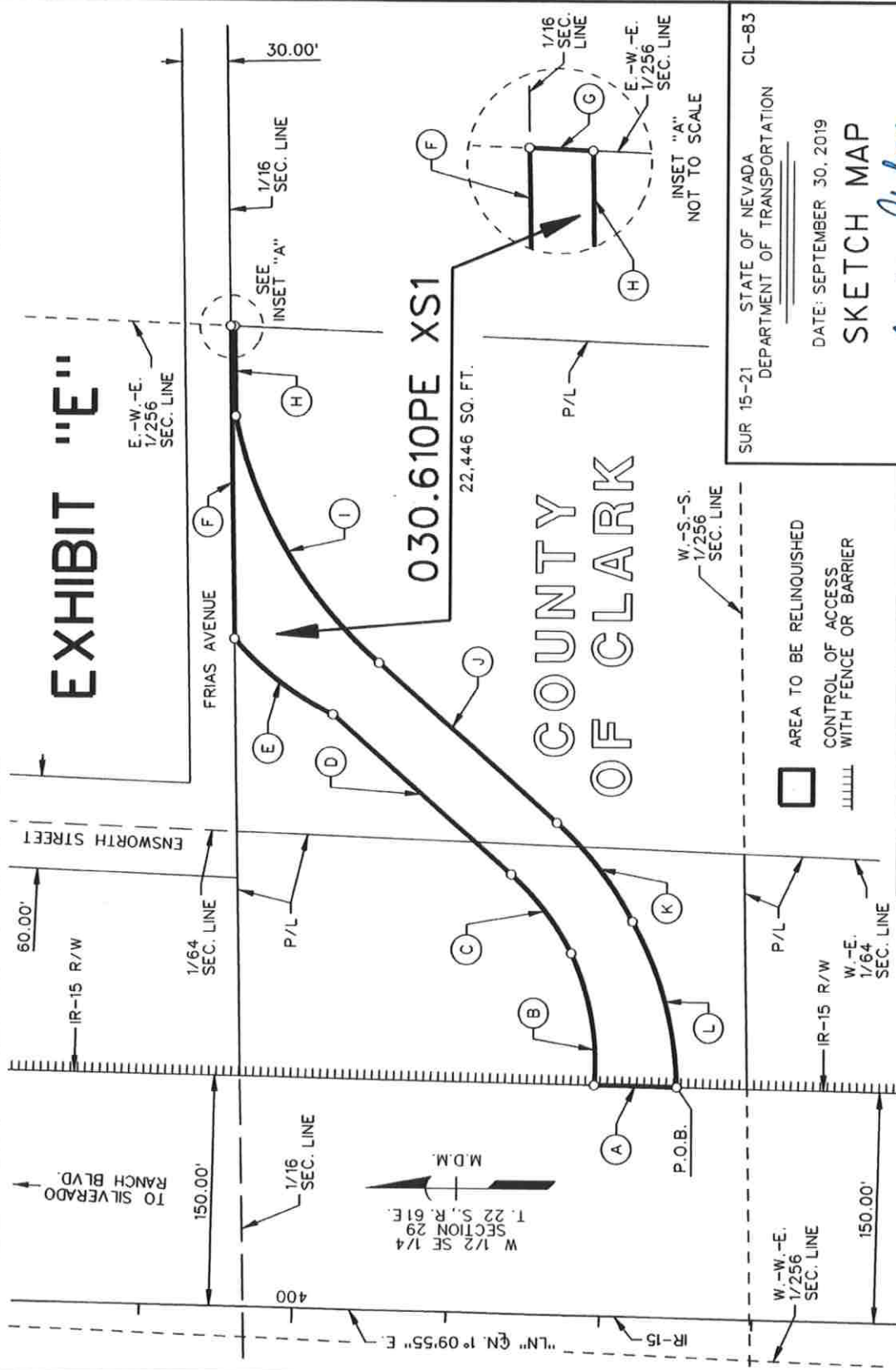
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|------------------------|---------|---------|
| NEVADA | TRACED | JRG/MBL |
| DOT | CHECKED | CJT |
| DATE OF LAST REVISION: | | |

SUR 15-21 STATE OF NEVADA CL-83
 DEPARTMENT OF TRANSPORTATION
 DATE: SEPTEMBER 30, 2019
 SKETCH MAP
 APPROVED: *Jessie Holst*
 MANAGER II, R/W SURVEY SERVICES
 SCALE: 1" = 50'
 SHEET 4 OF 11

PARCEL NO. PREFIX: I-015-CL-

SEE EXHIBIT "J" FOR PARCEL INFORMATION

PROJECT: DE-STP-015-(1146)
E.A.: 73625



030.610PE XS1

22,446 SQ. FT.

COUNTY OF CLARK

W.-S.-S. 1/256 SEC. LINE

AREA TO BE RELINQUISHED
CONTROL OF ACCESS
WITH FENCE OR BARRIER

SUR 15-21 STATE OF NEVADA DEPARTMENT OF TRANSPORTATION CL-83
DATE: SEPTEMBER 30, 2019
SKETCH MAP
APPROVED: *[Signature]*
MANAGER II, R/W SURVEY SERVICES
SCALE 1" = 400'
SHEET 5 OF 11

MAP ID NO.: 56421
SURPLUS\SUR 15-21\Exhibit E

| | | |
|------------|------------------------|-------------|
| NEVADA DOT | TRACED | JRG/MBL |
| | CHECKED | [Signature] |
| | DATE OF LAST REVISION: | |

PARCEL NO. PREFIX: I-015-CL-

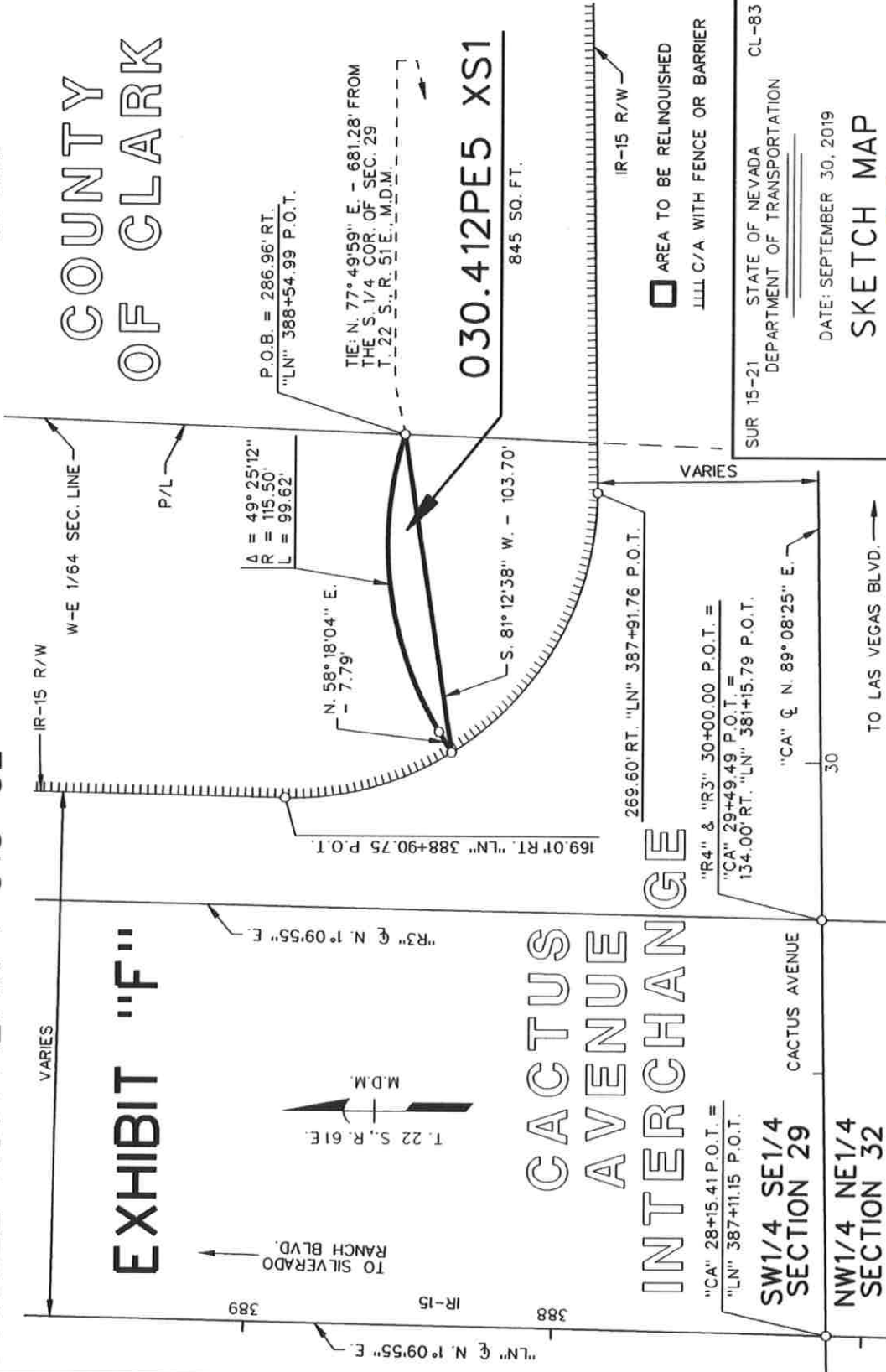
PROJECT: DE-STP-015-1(146)
E.A.: 73625

COUNTY
OF CLARK

EXHIBIT "F"

CACTUS
AVENUE
INTERCHANGE

030.412PE5 XS1
845 SQ. FT.



AREA TO BE RELINQUISHED
C/A WITH FENCE OR BARRIER

SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019
SKETCH MAP

APPROVED: *James Helton*
MANAGER II, R/W SURVEY SERVICES
For: _____
SCALE 1" = 50'
SHEET 6 OF 11

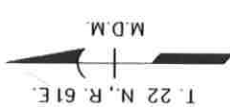
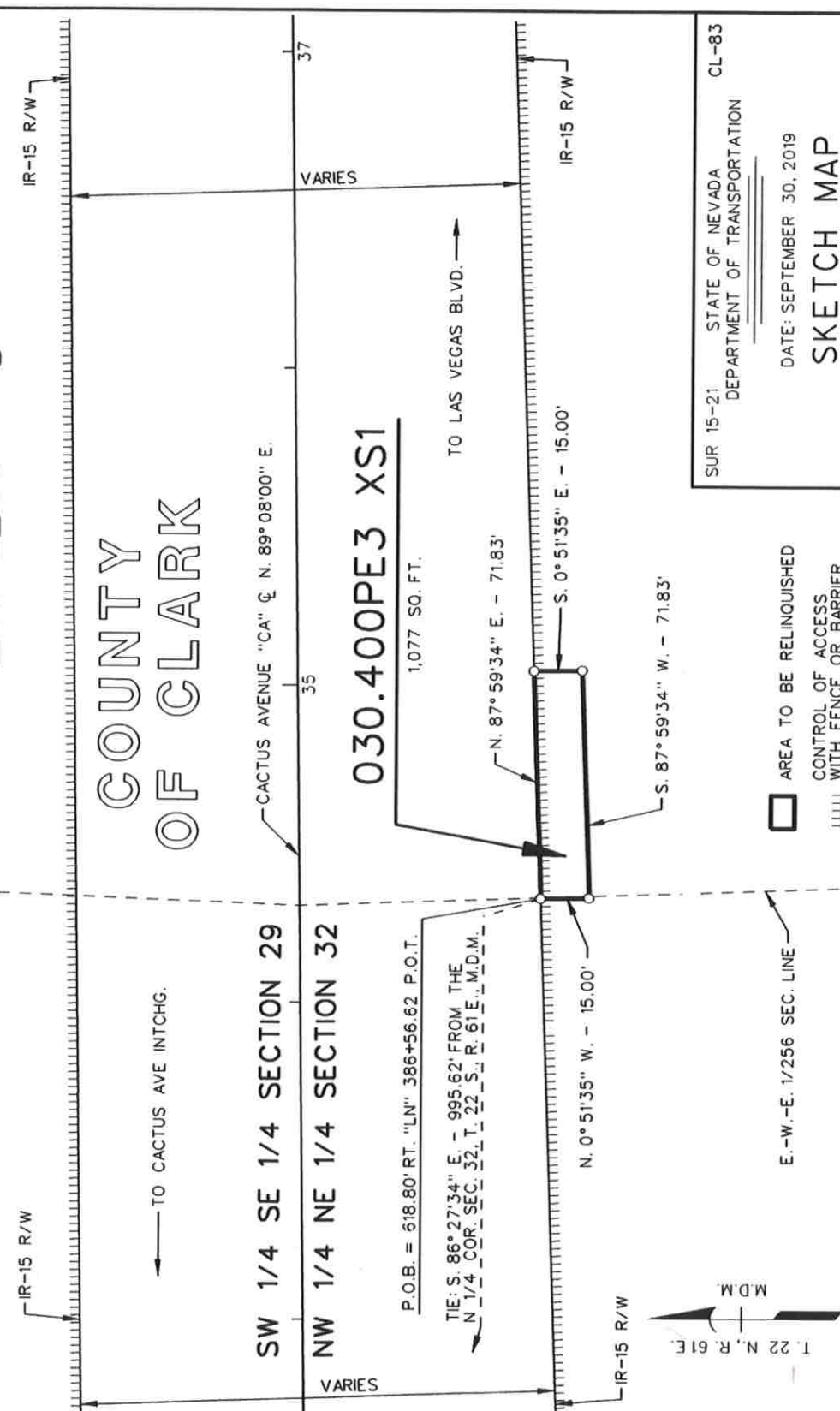
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| TRACED | JRG/MBL |
| CHECKED | CHT |
| DATE OF LAST REVISION: | |

MAP ID NO.: 56421
\SURPLUS\SUR 15-21\Exhibit F

PARCEL NO. PREFIX: I-015-CL-

Project: DE-STP-015-(146)
E.A.: 75625

EXHIBIT "G"



SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *[Signature]*
MANAGER II, R/W SURVEY SERVICES

SCALE: 1" = 50'

SHEET 7 OF 11

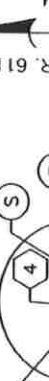
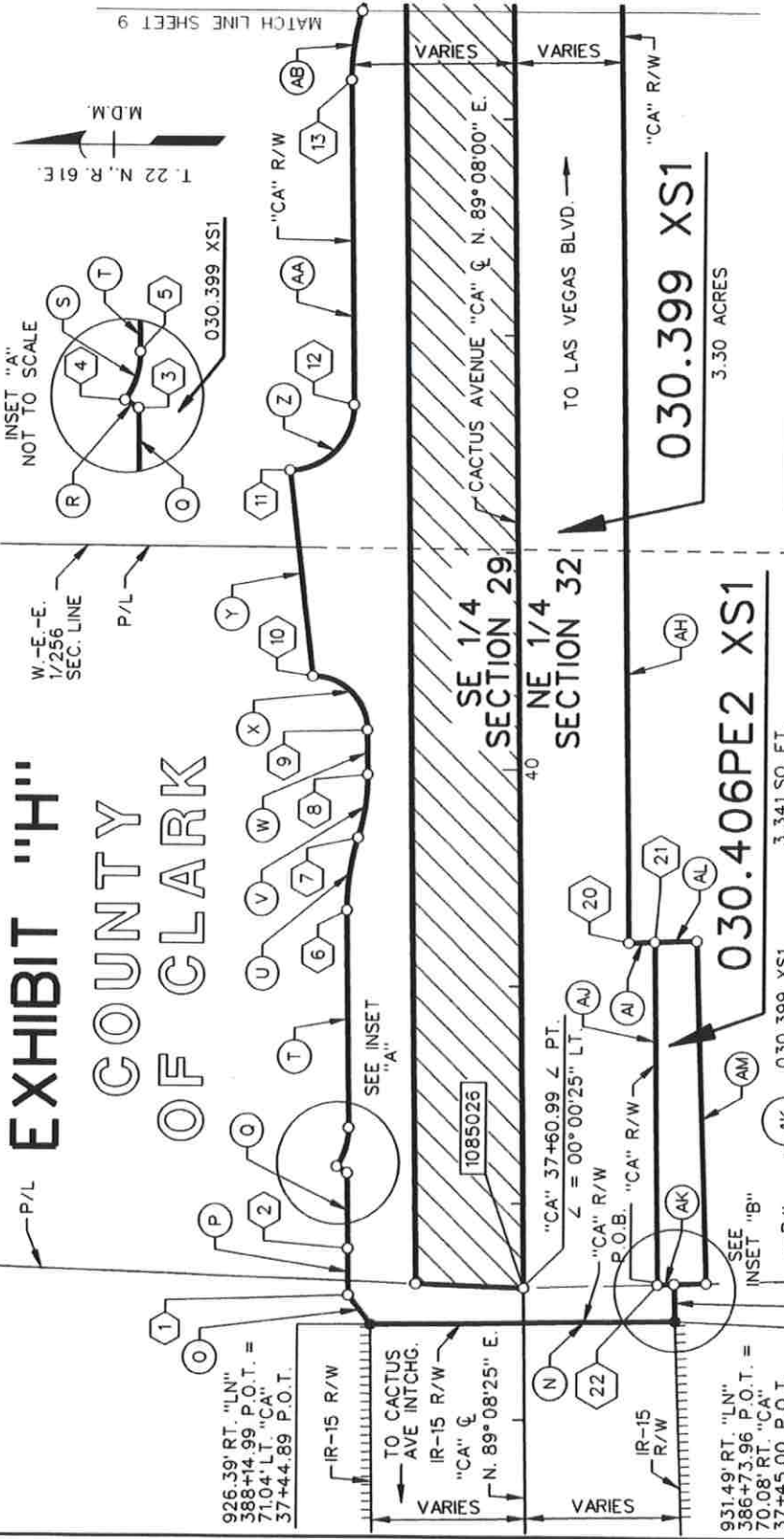
| | |
|------------------------|--------------------|
| TRACED | JRG/MBL |
| CHECKED | <i>[Signature]</i> |
| DATE OF LAST REVISION: | |

MAP ID NO.: 56421
SURPLUS SUR 15-21 Exhibit G

PARCEL NO. PREFIX: I-015-CL - SEE EXHIBITS "J" AND "K" FOR ENGINEERING BOXES Project: DE-STP-015-(1146)
E.A.: 73625

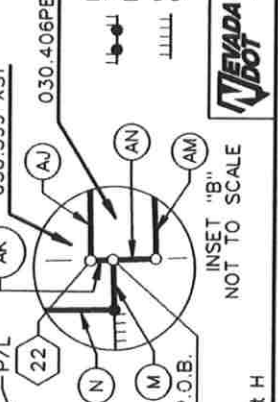
EXHIBIT "H"

COUNTY OF CLARK



SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION
DATE: SEPTEMBER 30, 2019
SKETCH MAP
APPROVED: *Jamie Hollet*
MANAGER II, R/W SURVEY SERVICES
SCALE: 1" = 80'
SHEET 8 OF 11

030.399 XS1
3.30 ACRES
TO LAS VEGAS BLVD. →
SE 1/4 SECTION 29
NE 1/4 SECTION 32
CACTUS AVENUE "CA" C N. 89° 08' 00" E.
"CA" R/W
"CA" R/W
"CA" R/W



030.406PE2 XS1
3,341 SQ. FT.
IR-15 R/W
IR-15 R/W
TO CACTUS AVE INTCHG.
IR-15 R/W
"CA" C N. 89° 08' 25" E.
"CA" R/W
P.O.B. "CA" R/W
"CA" R/W
P.O.B. "CA" R/W
"CA" R/W
"CA" R/W
E. 1/16 SEC. LINE
AREAS TO BE RELINQUISHED
AREA OF EXCEPTION 33,046 SQ. FT. (0.76 AC.)

926.39' RT. "LN"
388+14.99 P.O.T. =
71.04' LT. "CA"
37+44.89 P.O.T.
931.49' RT. "LN"
386+73.96 P.O.T. =
70.08' RT. "CA"
37+45.00 P.O.T.

| | |
|---|--------------------|
| TRACED | JRG/MBL |
| CHECKED | <i>[Signature]</i> |
| DATE OF LAST REVISION: | |
| MAP ID NO: 56421 SURPLUS\SUR 15-21\Exhibit H | |

PARCEL NO. PREFIX: I-015-CL-

SEE EXHIBIT "K" FOR ENGINEERING BOXES

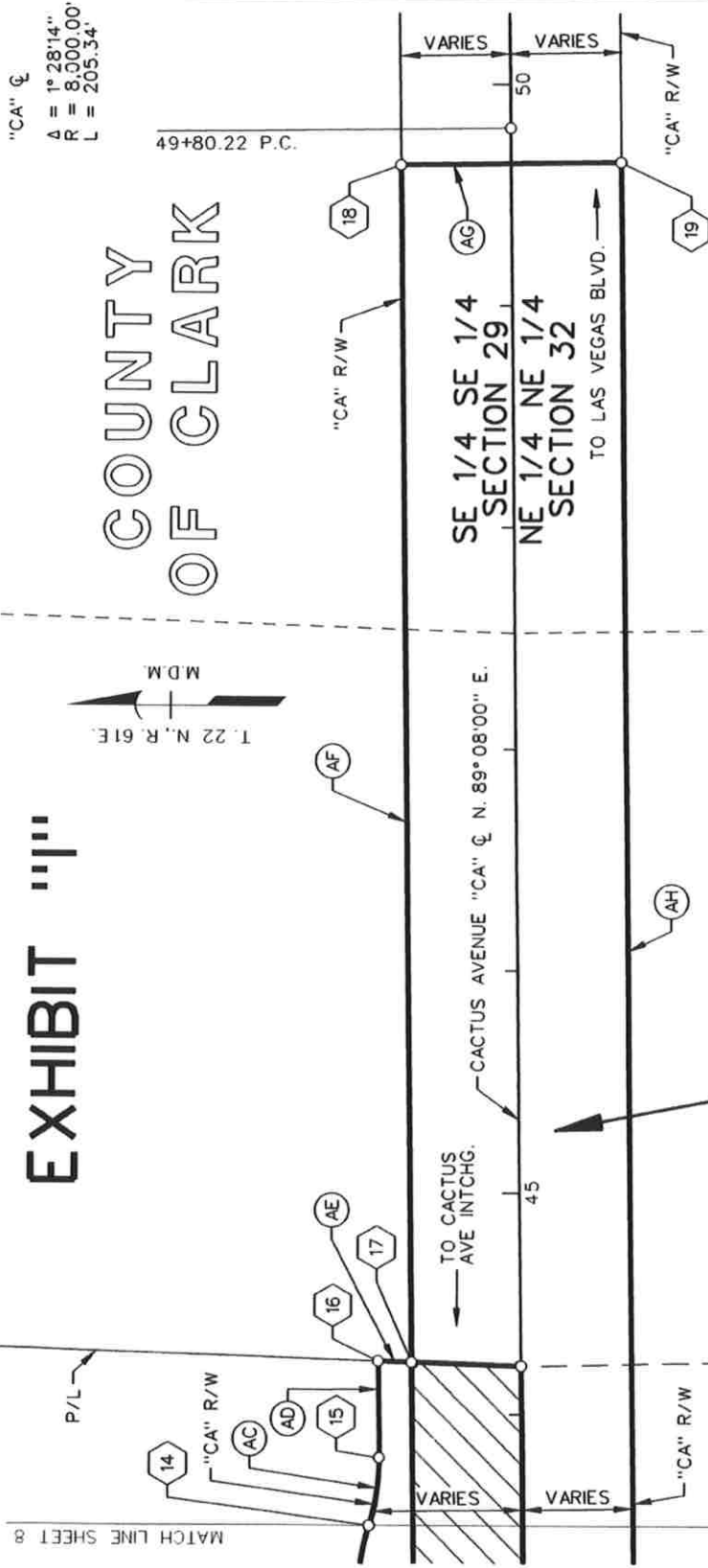
Project: DE-STP-015-1(146)
E.A.: 73625

MATCH LINE SHEET 8

EXHIBIT "J"



COUNTY OF CLARK



SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *Jamie Holst*
FOR MANAGER II, R/W SURVY SERVICES

SCALE 1" = 80'

SHEET 9 OF 11

- AREAS TO BE RELINQUISHED
- AREA OF EXCEPTION
33,046 SQ. FT. (0.76 AC.)

| | |
|------------------------|--------------------|
| TRACED | JRG/MBL |
| CHECKED | <i>[Signature]</i> |
| DATE OF LAST REVISION: | |

MAP ID NO: 56421
 \SURPLUS\SUR 15-21\Exhibit I

PARCEL NO. PREFIX: I-015-CL-

EXHIBIT "J"

Project: DE-STP-015-1(146)
E.A.: 73625

| ROW | OFFSETS |
|-----|----------------------------------|
| 1 | 81.00' LT. "CA" 37+58.46 P.O.T. |
| 2 | 81.00' LT. "CA" 37+80.00 P.O.T. |
| 3 | 81.00' LT. "CA" 38+14.80 P.O.T. |
| 4 | 85.91' LT. "CA" 38+17.80 P.O.T. |
| 5 | 80.10' LT. "CA" 38+35.54 P.O.T. |
| 6 | 80.10' LT. "CA" 39+35.89 P.O.T. |
| 7 | 74.74' LT. "CA" 39+69.32 P.O.T. |
| 8 | 70.09' LT. "CA" 39+89.37 P.O.T. |
| 9 | 70.09' LT. "CA" 40+18.91 P.O.T. |
| 10 | 95.10' LT. "CA" 40+43.91 P.O.T. |
| 11 | 105.08' LT. "CA" 41+38.91 P.O.T. |
| 12 | 75.08' LT. "CA" 41+68.91 P.O.T. |
| 13 | 75.08' LT. "CA" 43+18.91 P.O.T. |
| 14 | 69.68' LT. "CA" 43+50.76 P.O.T. |
| 15 | 65.08' LT. "CA" 43+81.36 P.O.T. |
| 16 | 65.08' LT. "CA" 44+25.03 P.O.T. |
| 17 | 50.00' LT. "CA" 44+24.32 P.O.T. |
| 18 | 50.00' LT. "CA" 49+64.15 P.O.T. |
| 19 | 50.00' RT. "CA" 49+64.15 P.O.T. |
| 20 | 50.00' RT. "CA" 39+19.66 P.O.T. |
| 21 | 62.00' RT. "CA" 39+19.90 P.O.T. |
| 22 | 62.00' RT. "CA" 38+90.00 P.O.T. |

| 030.610PE XS1 | |
|--|--|
| P.O.B. = 150.00' RT. "LN" 397+53.23 P.O.T. TIE: N. 27° 39' 21" E. - 1,179.15' FROM THE S. 1/4 COR. SEC. 29, T. 22 S., R. 61 E., M.D.M. | |
| A | N. 1° 09' 55" E. - 54.00' |
| B | A = 30° 01' 24" R = 167.63' L = 87.84' T.B. = S. 85° 14' 26" E. |
| C | A = 21° 00' 28" R = 177.50' L = 65.08' T.B. = N. 62° 32' 43" E. |
| D | N. 41° 32' 15" E. - 155.59' |
| E | A = 24° 08' 26" R = 192.30' L = 81.02' T.B. = N. 25° 21' 02" E. |
| F | N. 88° 56' 34" E. - 203.13' |
| G | S. 2° 06' 49" W. - 2.50' |
| H | S. 88° 56' 34" W. - 58.39' |
| I | A = 37° 39' 25" R = 287.15' L = 188.73' T.B. = S. 78° 23' 43" W. |
| J | S. 41° 32' 15" W. - 155.59' |
| K | A = 21° 00' 22" R = 222.50' L = 81.57' |
| L | A = 27° 40' 46" R = 232.62' L = 112.38' T.B. = S. 60° 46' 56" W. |

| 030.406PE2 XS1 | |
|--|-----------------------------|
| P.O.B. = 948.61' RT. "LN" 386+74.90 P.O.T. TIE: S. 87° 50' 27" E. - 1,324.76' FROM THE N. 1/4 COR. SEC. 32, T. 22 S., R. 61 E., M.D.M. | |
| AK | N. 1° 48' 25" W. - 7.74' |
| AJ | N. 89° 08' 00" E. - 157.89' |
| AL | S. 2° 00' 26" E. - 19.59' |
| AM | S. 87° 59' 34" W. - 157.94' |
| AN | N. 1° 48' 25" W. - 15.00' |

SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *James Helms*
FOR MANAGER II, R/W SURVEY SERVICES
SHEET 10 OF 11

MAP ID NO: 56421
SURPLUS SUR 15-21 Exhibit J

NEVADA DOT
TRACED
CHECKED
DATE OF LAST REVISION:

JRG/MBL
E-LT

PARCEL NO. PREFIX: I-015-CL-

EXHIBIT "K"

Project: DE-STP-015-(146)
E.A.: 73625

| 030.399 XS1 | |
|--|-----------------------------|
| P.O.B. = 948.61' RT. "LN" 386+74.90 P.O.T. | |
| TIE: S. 87° 50' 27" E. - 1,324.76' FROM THE N. | |
| 1/4 COR. SEC. 32, T. 22 S., R. 61 E., M.D.M. | |
| M | S. 87° 59' 34" W. - 17.15' |
| N | N. 0° 54' 15" W. - 141.12' |
| O | N. 52° 50' 58" E. - 16.83' |
| P | N. 89° 08' 03" E. - 21.53' |
| Q | N. 89° 08' 00" E. - 34.80' |
| R | N. 30° 34' 27" E. - 5.75' |
| Δ = 36° 15' 05" | |
| S | R = 30.00' L = 18.98' |
| T.B. = S. 54° 36' 55" E. | |
| T | N. 89° 08' 00" E. - 100.35' |
| Δ = 18° 12' 14" | |
| U | R = 107.00' L = 34.00' |
| Δ = 18° 12' 15" | |
| V | R = 93.00' L = 29.55' |
| T.B. = S. 72° 39' 46" E. | |
| W | N. 89° 08' 00" E. - 20.54' |
| Δ = 90° 01' 23" | |
| X | R = 25.00' L = 39.28' |
| Y | N. 83° 08' 10" E. - 95.52' |
| Δ = 90° 00' 00" | |
| Z | R = 30.00' L = 47.12' |
| T.B. = S. 0° 52' 00" E. | |

| 030.399 XS1 CONT. | |
|--------------------------|-------------------------------|
| AA | N. 89° 08' 00" E. - 150.00' |
| Δ = 18° 11' 41" | |
| AB | R = 102.00' L = 32.39' |
| Δ = 18° 11' 42" | |
| AC | R = 98.00' L = 31.12' |
| T.B. = S. 72° 40' 19" E. | |
| AD | N. 89° 08' 00" E. - 43.67' |
| AE | S. 1° 51' 15" W. - 15.10' |
| AF | N. 89° 08' 00" E. - 539.83' |
| AG | S. 0° 52' 00" E. - 100.00' |
| AH | S. 89° 08' 00" W. - 1,044.49' |
| AI | S. 2° 00' 45" E. - 12.00' |
| AJ | S. 89° 08' 00" W. - 157.89' |
| AK | S. 1° 48' 25" E. - 7.74' |

MAP ID NO: 56421
SURPLUS\SUR 15-21\Exhibit K



TRACED JRG/MBL
CHECKED *GLT*
DATE OF LAST REVISION:

SUR 15-21 STATE OF NEVADA CL-83
DEPARTMENT OF TRANSPORTATION

DATE: SEPTEMBER 30, 2019

SKETCH MAP

APPROVED: *Janner Klatt*
FOR: MANAGER II, R/W SURVEY SERVICES
SHEET 11 OF 11



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

MEMORANDUM

Environmental Services Division

November 5, 2019

To: Diana Callahan, Staff Specialist, Acquisitions
From: Christopher E. Young, RPA, Acting Chief, Environmental Services *Cey*
Subject: Project Certification
Project No.: DE-STP-015-1(146)
PIN: 73652
Surplus No.: SUR 15-21
Surplus Parcel No.: I-015-CL-030.399 XS1, I-015-CL-030.400PE3 XS1, 1-015-CL-030.401 XS1, I-015-CL030.401PE2 XS1, I-015-CL-030.406PE2 XS1, I-015CL-030.412PE5 XS1, I-015-CL-030.531PE XS1 and I-015-CL-030.610PE XS1
Description: Cactus Ave at I-15
Disposal by relinquishment

The Environmental Services Division reviewed the requested action as presented in your memo dated August 14, 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 23 CFR 771 and the current programmatic Agreement between FHWA and NDOT.

EC: Project E-File

ATTACHMENT D

NRS 408.527 Procedure for relinquishment of roadways; regulations.

1. Whenever the Department and the county or city concerned have entered into a written agreement providing therefor, and the legislative body of the county or city has adopted a resolution consenting thereto, the Board may relinquish to the county or city:

- (a) Any portion of any state highway which has been deleted from the state highway system by legislative enactment;
- or
- (b) Any portion of any state highway which has been superseded by relocation or which the Department determines exceeds its needs.

2. Whenever the county or city concerned and the Department have entered into a written agreement providing therefor, and the Board has adopted a resolution consenting thereto, the county or city may relinquish to the Department any portion of any county or city road which the Department agrees qualifies to join the state highway system.

3. By resolution of the Board, the Department may upon request relinquish to the Division of State Lands of the State Department of Conservation and Natural Resources for the public use of another state agency any portion of any state highway which has been superseded by relocation or which the Department determines exceeds its needs.

4. Relinquishment must be made by a resolution. A certified copy of the resolution must be filed with the legislative body of the county or city concerned. The resolution must be recorded in the office of the county recorder of the county where the land is located and, upon recordation, all right, title and interest of the State in and to that portion of any state highway vests in the county, city or division, as the case may be.

5. Nothing in NRS 408.523 limits the power of the Board to relinquish abandoned or vacated portions of a state highway to a county, city or the Division.

6. If the Board relinquishes property pursuant to subsection 5, and the purpose for which the property was relinquished is abandoned or ceases to exist, then, absent an agreement or a provision of law to the contrary, and regardless of the interest of the Department in the property before it was relinquished, all right, title and interest in the property shall vest in the county, city or Division without reversion to the Department.

7. The Board may accept from a county or city any portion of any county or city road which has changed in function such that it has risen to the level of functioning as a state highway. Such a road may be traded for any portion of any state highway relinquished by the Department or accepted by the Department after equitable compensation or trade values have been negotiated and agreed to in writing.

8. A county or city may accept from the Department any portion of any state highway which no longer functions to support the state highway system and which exceeds the needs of the Department. Such a highway may be traded for any portion of any county or city road relinquished by the county or city or accepted by the county or city after equitable compensation or trade values have been negotiated and agreed to in writing.

9. Any portion of a state highway or county or city road that is relinquished or traded pursuant to this section must be placed in good repair, or the parties must establish and agree in writing to equitable monetary compensation. If any highways or roads, or portions thereof, to be relinquished or traded are not of comparable value, the parties must negotiate and agree in writing to equitable monetary compensation or equitable trade considerations.

10. The Department, in cooperation with local governments, shall adopt regulations governing procedural documents that address the process by which highways and roads are relinquished.

11. The vesting of all right, title and interest of the Department in and to portions of any state highways relinquished previously by the Department in the city, county or state agency to which it was relinquished is hereby confirmed.

(Added to NRS by 1960, 68; A 1983, 338; 1987, 1102, 1812; 1989, 1308; 1991, 1173; 2013, 1844)

ATTACHMENT E



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

MEMORANDUM

March 9, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: March 9, 2020 | Transportation Board of Directors Meeting

ITEM #12: Consideration of Approval of SUR 19-15, Disposal of a portion of NDOT right-of-way on Prater Way and View St., City of Sparks, Washoe County, State of Nevada—*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 Relinquishment. The easement interest to be relinquished includes a portion of NDOT right-of-way on Prater Way and View St., City of Sparks, Washoe County, State of Nevada.
- The surplus action includes Parcel 031-303-03PE1 XS1. Said parcel consists of approximately 15 sq. ft. of land, improved with sidewalk as depicted on the attached sketch map labeled Exhibit "A".

Background:

On April 26, 2011, the Department acquired an easement interest from The Chrissani Revocable Family Trust for highway purposes in Washoe County for project STP-0031(088). Payment for the easement was \$100.00.

On March 3, 2009, the Department entered into Cooperative Agreement No. PR044-09-063 with the City of Sparks for construction of pedestrian improvements along Prater Way and View St.

The City of Sparks consented by resolution, passed and adopted on November 15, 2019, to the Department's requesting relinquishment of a portion of NDOT right-of-way, on Prater Way and View St., City of Sparks, Washoe County, State of Nevada.

This transfer will benefit the Department with the elimination of all liability and future maintenance responsibilities.

Analysis:

On October 29, 2019, the Surplus Committee determined the easement was no longer required for highway purposes. The relinquishment of the Department's easement interest in this parcel is being made in accordance with NRS 408.527.

List of Attachment(s):

- A. Location Map
- B. Copy of Resolution Consenting to Relinquishment and Land Transfer Agreement with Exhibit "A"
- C. Original Resolution of Relinquishment with attached sketch map depicted as Exhibit "A"
- D. Environmental Approval
- E. NRS 408.527

Recommendation for Board Action:

Approval of disposal of a portion of NDOT right-of-way on Prater Way and View St., City of Sparks, Washoe County, State of Nevada.

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

Location Map



SUR 19-15

Description: A portion of right-of-way on Prater Way and View St., City of Sparks, Washoe County, State of Nevada

ATTACHMENT A

302
(City)

Ptn. of APN: 031-303-03
Project: STP-0031(088)
E.A.: 73503
All of Parcel: 031-303-03PE1
Surplus No.: SUR 19-15
Surplus Parcel: 031-303-03PE1 XS1

RESOLUTION CONSENTING TO RELINQUISHMENT
AND LAND TRANSFER AGREEMENT

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, desires to relinquish all of Parcel 031-303-03PE1 lying within the City of Sparks, State of Nevada, a portion of right-of-way on Prater Way and View Street, said right-of-way is delineated and identified as Parcel 031-303-03PE1 XS1 on EXHIBIT "A" attached hereto and made a part hereof; and

WHEREAS, the City of Sparks, State of Nevada, desires that the aforesaid portion of said right-of-way be relinquished to the City of Sparks; and

WHEREAS, the City of Sparks has requested the relinquishment of aforesaid portion of right-of-way for public use; and

WHEREAS, the City of Sparks has agreed to accept the relinquishment of said right-of-way for the aforesaid portion of Prater Way and View Street together with any and all revocable leases and licenses entered into between the Department and the adjoining owners for the multiple use of the right-of-way.

NOW THEREFORE be it resolved that the City of Sparks, does in consideration of the actions of the Department as set forth herein, hereby consent to the State of Nevada, Department of Transportation, Board of Directors, relinquishing to the City of Sparks, that portion of Prater Way and View Street lying within the City of Sparks, State of Nevada, said right-of-way is delineated and identified as Parcel 031-303-03PE1 XS1 on EXHIBIT "A" attached hereto and made a part hereof.

The parties acknowledge that no relinquishment can occur until the Department of Transportation, Board of Directors approves of this relinquishment.

IN WITNESS WHEREOF the parties hereto have executed this agreement dated this 5th day of December, 2019

Approval: [Signature]
John A. Martini, Assistant City Manager

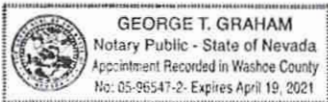
Approval to Form: [Signature]
Shirle Eiting, Chief Assistant City Attorney

State of Nevada
County of Washoe

This Instrument was acknowledged before me on
John A. Martini as Assistant City Manager.

11-15-19 by [Signature]
Notary Public

S
E
A
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REVIEWED AND RECOMMENDED BY:

[Signature]
Chief Right-of-Way Agent
acting

APPROVED AS TO LEGALITY AND FORM:

[Signature]
Dennis Gallagher, Chief Deputy Attorney General
Chief Counsel, Department of Transportation

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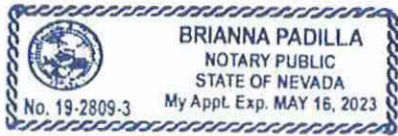
STATE OF NEVADA acting by and through its
Department of Transportation

[Signature]
Kristina Swallow, Director

STATE OF NEVADA
CARSON CITY

On this 5 day of December, 2019, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Kristina L. Swallow personally known (or proved) to me to be the _____ 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/she 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.

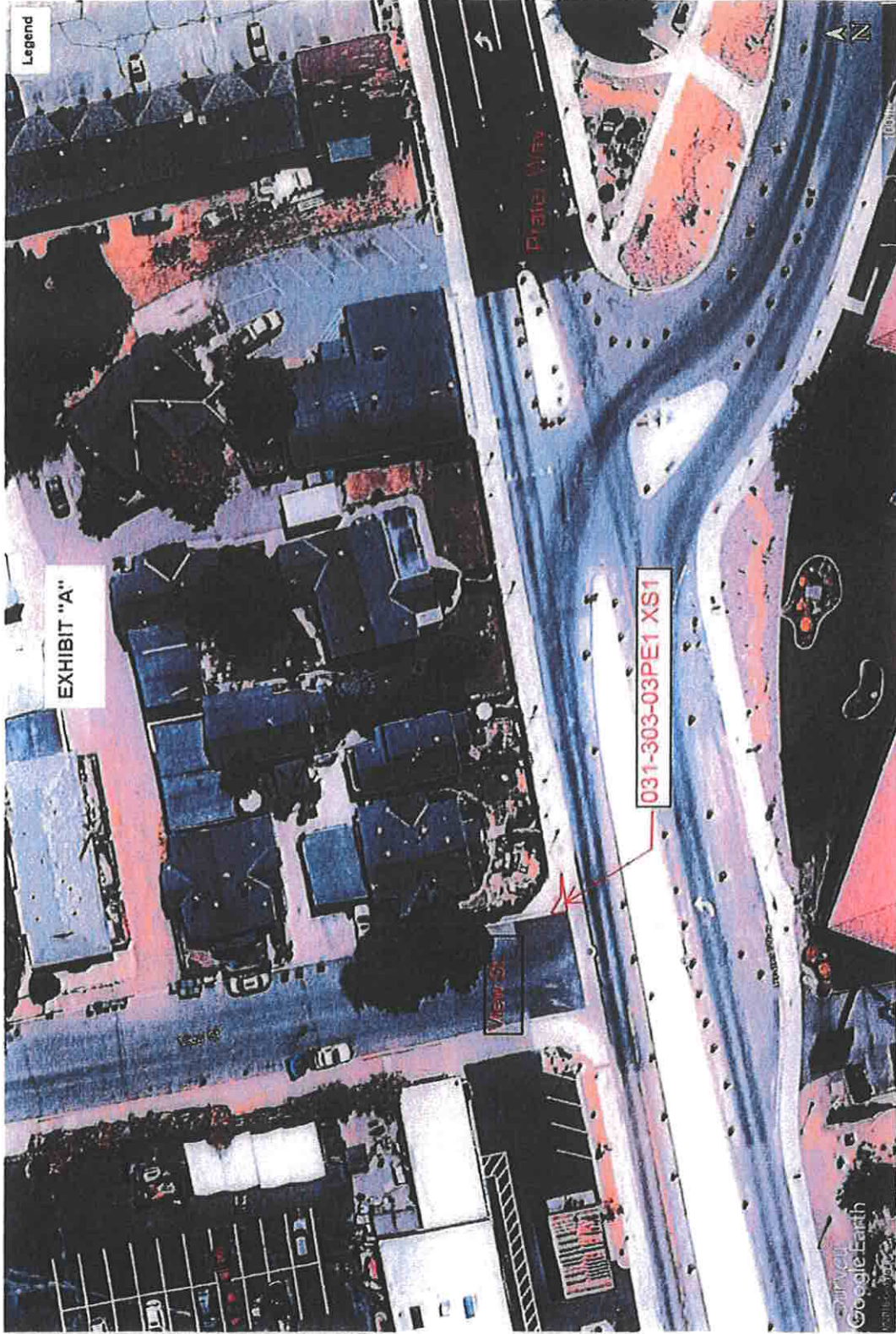
S
E
A
L



IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Brianna Padilla

SUR 19-15



Description: A portion of right-of-way on Prater Way and View St., City of Sparks, Washoe County, State of Nevada

301

Ptn. of APN: 031-303-03
Project: STP-0031(088)
E.A.: 73503
All of Parcel: 031-303-03PE1
Surplus No.: SUR 19-15
Surplus Parcel: 031-303-03PE1 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

RESOLUTION OF RELINQUISHMENT
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 in that certain right-of-way for a portion of Prater Way and View Street, City of Sparks, County of Washoe, State of Nevada; and

WHEREAS, said right-of-way is delineated and identified as Parcel 031-303-03PE1 XS1 on EXHIBIT "A", attached hereto and made a part hereof; and

WHEREAS, as set forth in NRS 408.527, the Nevada Department of Transportation may, by resolution of the board, relinquish to cities and counties any portion of any state highway which has been superseded by relocation or which the Department determines exceeds its needs; and

WHEREAS, said right-of-way is of no further contemplated use by the Department due to that portion of Prater Way and View Street being in excess of its needs; and

WHEREAS, the City of Sparks has agreed to accept the relinquishment of said right-of-way for the aforesaid portion of Prater Way and View Street together with any and all revocable leases and licenses entered into between the Department and the adjoining owners for the multiple use of the right-of-way; and

WHEREAS, the City of Sparks entered into an agreement with the Department on March 3, 2009, to accept the hereinafter described designated easement as a part of the City of Sparks street system; and

WHEREAS, the City Council of the City of Sparks, State of Nevada, consented by resolution passed and adopted on _____, 20____, to the Department relinquishing the aforesaid portion of right-of-way to the City of Sparks; and

WHEREAS, NRS 408.527 provides that the Department of Transportation may relinquish any portion of a state highway which has been superseded by relocation or which the Department determines exceeds its needs after the Department and the city or county have entered into an agreement and the city or county legislative body has adopted a resolution consenting thereto.

THEREFORE, it is hereby determined by the Board of Directors of the Nevada Department of Transportation, State of Nevada, that the following described right-of-way and incidents thereto, being all that land, delineated and identified as Parcel 031-303-03PE1 XS1 on EXHIBIT "A", attached hereto and made a part hereof, is hereby relinquished to the City of Sparks of the State of Nevada. Said right-of-way is described as follows:

Situate, lying and being in the City of Sparks, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of the SE 1/4 of Section 6, T. 19 N., R. 20 E., M.D.M., and also described as being a portion of Lots 1, 2, 3 of Block C of the "Amended Plat of East Reno Heights", Tract Map No. 20, recorded on December 10, 1904 in the Official Records of Washoe County, Nevada, and more fully described by metes and bounds as follows:

BEGINNING at the southwest corner of said Lot 1, thence N. 10°29'21" W., along the west boundary of said Lot 1, a distance of 4.28 feet; thence S. 54°00'00" E., a distance of 5.17 feet; thence N. 80°36'41" E., a distance of 24.88 feet to the north right-of-way line of Prater Way; thence S. 79°24'06" W., along said north right-of-way line, a distance of 28.43 feet to the point of beginning; said parcel contains an area of 15.00 square feet, more or less.

It is the intent of this legal description to describe and it does describe all that real property described in that certain EASEMENT DEED, filed for record on September 29, 2011, as Document No. 4045590, Washoe County Recorder, Washoe County, Nevada.

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

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

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

It is the intent of the Department to relinquish to the City of Sparks all of the Department's right, title and interest in and to the aforesaid described right-of-way as shown on EXHIBIT "A", attached hereto and made a part hereof.

DATED this ___ day of _____, 20__.

APPROVED AS TO LEGALITY AND FORM:

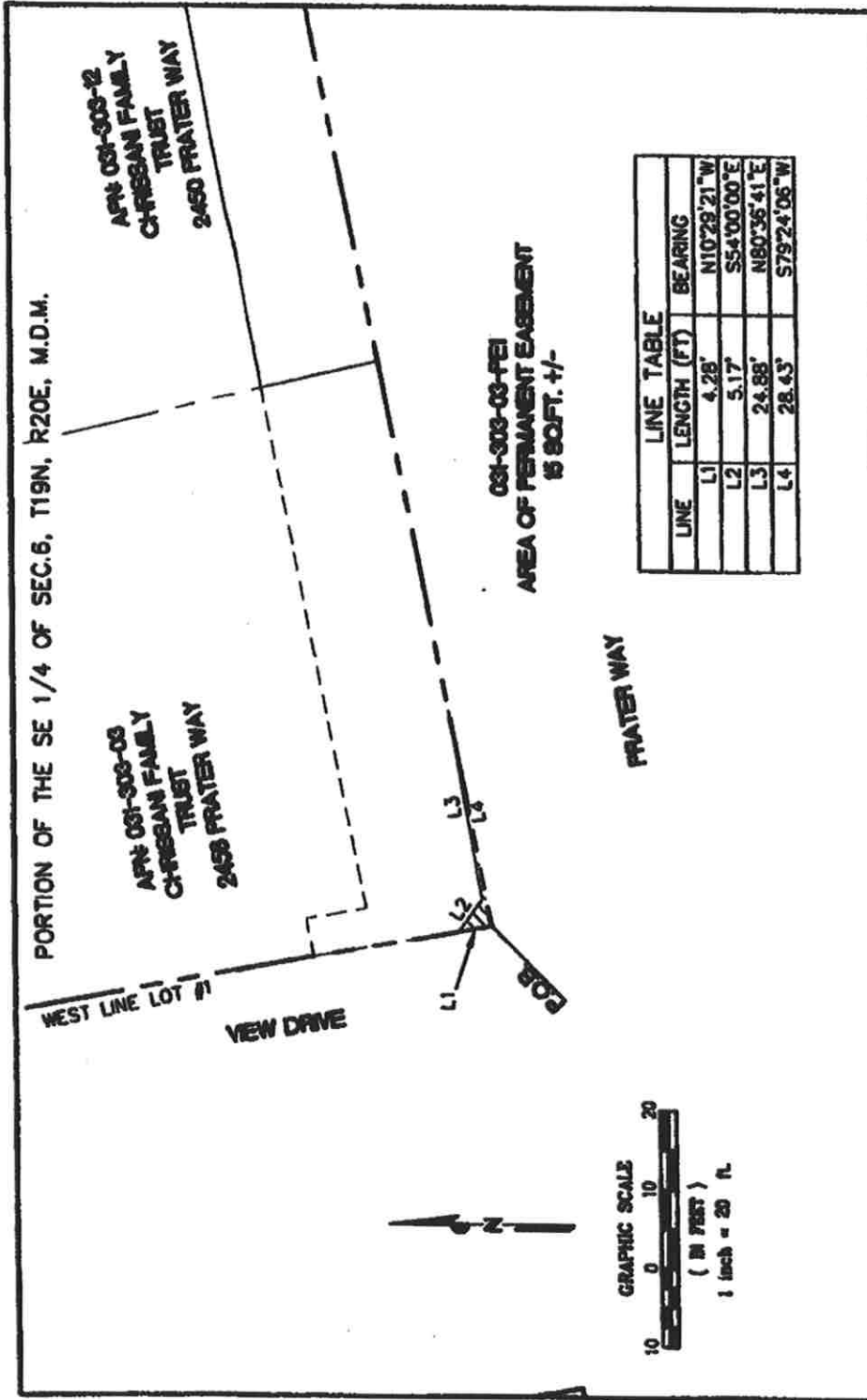
ON BEHALF OF STATE OF NEVADA,
DEPARTMENT OF TRANSPORTATION
BOARD OF DIRECTORS

, Deputy Attorney General

, Chairman

ATTEST:

, Secretary to the Board



| LINE TABLE | | |
|------------|-------------|-------------|
| LINE | LENGTH (FT) | BEARING |
| L1 | 4.28' | N10°29'21"W |
| L2 | 5.17' | S54°00'00"E |
| L3 | 24.88' | N80°35'41"E |
| L4 | 28.43' | S79°24'06"W |



CTRC
4875 LOVELLY LANE, SUITE 100
RENO, NEVADA 89502
(775) 322-3064

EXHIBIT "A"
APN 031-303-03
EXHIBIT TO SUPPORT LEGAL DESCRIPTION

CITY OF SPARKS
JUNE 12, 2008
L.M.



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

MEMORANDUM

Environmental Services Division

October 1, 2019

To: Diana Callahan, Staff Specialist, Acquisitions
From: Christopher E. Young, RPA, Acting Chief, Environmental Services *Cey*
Subject: Project Certification
Project No.: 73503
PIN: STP-0031(088)
Surplus No.: *SUR 19-15*
Surplus Parcel No.: 031-303-03PE1 SX1
Portion of Route: Prater Way and View Street, Sparks, NV
Description: Permanent easement and sidewalk modification.

The Environmental Services Division reviewed the requested action as presented in your memo dated September 25, 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 23 CFR 771 and the current programmatic Agreement between FHWA and NDOT.

EC: Project E-File

ATTACHMENT D

NRS 408.527 Procedure for relinquishment of roadways; regulations.

1. Whenever the Department and the county or city concerned have entered into a written agreement providing therefor, and the legislative body of the county or city has adopted a resolution consenting thereto, the Board may relinquish to the county or city:

- (a) Any portion of any state highway which has been deleted from the state highway system by legislative enactment; or
- (b) Any portion of any state highway which has been superseded by relocation or which the Department determines exceeds its needs.

2. Whenever the county or city concerned and the Department have entered into a written agreement providing therefor, and the Board has adopted a resolution consenting thereto, the county or city may relinquish to the Department any portion of any county or city road which the Department agrees qualifies to join the state highway system.

3. By resolution of the Board, the Department may upon request relinquish to the Division of State Lands of the State Department of Conservation and Natural Resources for the public use of another state agency any portion of any state highway which has been superseded by relocation or which the Department determines exceeds its needs.

4. Relinquishment must be made by a resolution. A certified copy of the resolution must be filed with the legislative body of the county or city concerned. The resolution must be recorded in the office of the county recorder of the county where the land is located and, upon recordation, all right, title and interest of the State in and to that portion of any state highway vests in the county, city or division, as the case may be.

5. Nothing in NRS 408.523 limits the power of the Board to relinquish abandoned or vacated portions of a state highway to a county, city or the Division.

6. If the Board relinquishes property pursuant to subsection 5, and the purpose for which the property was relinquished is abandoned or ceases to exist, then, absent an agreement or a provision of law to the contrary, and regardless of the interest of the Department in the property before it was relinquished, all right, title and interest in the property shall vest in the county, city or Division without reversion to the Department.

7. The Board may accept from a county or city any portion of any county or city road which has changed in function such that it has risen to the level of functioning as a state highway. Such a road may be traded for any portion of any state highway relinquished by the Department or accepted by the Department after equitable compensation or trade values have been negotiated and agreed to in writing.

8. A county or city may accept from the Department any portion of any state highway which no longer functions to support the state highway system and which exceeds the needs of the Department. Such a highway may be traded for any portion of any county or city road relinquished by the county or city or accepted by the county or city after equitable compensation or trade values have been negotiated and agreed to in writing.

9. Any portion of a state highway or county or city road that is relinquished or traded pursuant to this section must be placed in good repair, or the parties must establish and agree in writing to equitable monetary compensation. If any highways or roads, or portions thereof, to be relinquished or traded are not of comparable value, the parties must negotiate and agree in writing to equitable monetary compensation or equitable trade considerations.

10. The Department, in cooperation with local governments, shall adopt regulations governing procedural documents that address the process by which highways and roads are relinquished.

11. The vesting of all right, title and interest of the Department in and to portions of any state highways relinquished previously by the Department in the city, county or state agency to which it was relinquished is hereby confirmed.

(Added to NRS by 1960, 68; A 1983, 338; 1987, 1102, 1812; 1989, 1308; 1991, 1173; 2013, 1844)

ATTACHMENT E



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

MEMORANDUM

March 9, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: March 9, 2020 | Transportation Board of Directors Meeting

ITEM #13: Discussion of Nevada Department of Transportation Performance Management Measures and Targets—*Informational item only.*

Summary:

The Department prepares a Performance Management Report each year and submits it to the State Transportation Board of Directors and the Director of the Legislative Counsel Bureau (LCB) for transmittal to the Interim Finance Committee. The Department currently tracks and reports on 15 measures, many of which have not been updated in several years. Over the past several months, the Department has reviewed the measures and evaluated the effectiveness of the current measures on guiding decision making. Based on tracking performance trends and evaluating performance measures, some current performance measures do not contribute to improving the business process they were intended to, are less effective in helping the Department achieve its overall goals, or are overly complicated and difficult to communicate. As a result, the Department is proposing changing those performance measures as well as establishing new performance measures for priorities of the Department and the State that are not currently being measured.

Background:

NRS 408.133 requires that the Transportation Board of Directors adopt a plan for measuring the performance of the Department and include performance measures to meet the goals and objectives of the Department. It also requires that the Director, not later than December 31 of each year, prepare a report on the level of achievement of the Department in meeting goals and objectives identified in the plan.

MEMORANDUM

Department of Transportation Board of Directors

March 9, 2020

Page 2 of 2

NDOT's performance management plays a vital role in the performance-based decision-making process by:

- ensuring investment accountability and transparency.
- tracking and monitoring system performance.
- helping to identify and implement efficient and cost-effective performance-based programs.
- linking projects to the vision, mission, and goals of the department.
- helping to align performance targets with customer expectations.
- helping to deliver high quality projects.

As such, effective and meaningful performance measures are critically important.

Analysis:

The Department has identified measures that are not effective in their current form and will be providing the Board information on those measures as well as potential improvements to meet the intent of those measures. The information will be provided to the Board as an informational item for discussion. Based on the discussion/guidance, the Department may bring this item back to the Board if changes are proposed for adoption into the Performance Management Plan.

Recommendation for Board Action:

Provide feedback and guidance on current and proposed performance measures.

List of Attachments: None.

Prepared by:

Peter Aiyuk, Chief Performance Analysis Engineer

Sondra Rosenberg, Assistant Director, Planning



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

MEMORANDUM

March 9, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: March 9, 2020 | Transportation Board of Directors Meeting

ITEM #14: Provide an Overview of Project Labor Agreements—*For information only.*

Summary:

This agenda item is intended to provide an overview of Project Labor Agreements and how they may be utilized on future Nevada Department of Transportation contracts.

Background:

The Department currently does not have a policy regarding Project Labor Agreements. This presentation will provide State and Federal regulations regarding Project Labor Agreements and current Department requirements and policies.

Analysis:

The Department would like to present options for the Board's consideration, with the anticipation of discussion and approval of policy in the April 2020 Board Meeting.

List of Attachment(s): None.

Recommendation for Board Action:

None. For information only.

Prepared by:

Teresa Schlaffer, Contract Compliance Manager