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## AGENDA

Per Governor Sisolak's March 22, 2020 emergency directive, in-person public attendance is no longer required at the Regular Meeting of the Nevada Department of Transportation Board of Directors meeting on Monday, May 11, 2020 at 9:30 A.M. Governor Sisolak's March 22, 2020 emergency directive suspends the requirement that there must be a physical location designated for meetings of a public body where members of the public are permitted to attend and participate in-person so long as participation is available.

The following are alternative ways for the public to participate in the May 11, 2020 meeting without having to be physically present:

- use our on-line Public Comment Form
- e-mail PublicComment@dot.nv.gov

Public Comment received by 4:00 P.M. (Pacific Time) on the business day (excluding State holidays) prior to the meeting will be provided to the Board for their review prior to the meeting and will be entered into the permanent record.

Public Comment received after 4:00 P.M. (Pacific Time) on the business day (excluding State holidays) prior to the meeting and prior to 5:00 P.M. (Pacific Time) on the day of the meeting will be included in the permanent record.

To be in compliance with the three (3) minute public comment rule, e-mail or on-line Public Comment Form comments will be limited to 450 words.

The Transportation Board of Director's Meeting will be live-streamed on-line at [www.nevadadot.com](http://www.nevadadot.com).

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1. Welcome / Call to Order/ Roll Call  
Governor Steve Sisolak, Lieutenant Governor Kate Marshall, Controller Catherine Byrne, Virginia Valentine, 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.



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3. Consideration of Approval of the April 13, 2020 Nevada Department of Transportation Board of Directors Meeting Minutes.—*For possible action.*
  4. Receive Director’s Report.—*Informational item only.*
  5. Consideration of Approval of Contracts over \$5,000,000—*For possible action.*
  6. There is no Item 6 on this Agenda.
  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 Resolution of Abandonment of a portion of State Highway Right-of-Way; a portion of US-95, approximately ½ mile north of the Town of Goldfield, County of Esmeralda, State of Nevada SUR 20-03—*For possible action.*
  10. Status Update on the One Nevada Transportation Project Prioritization Process.—*Informational item only.*
  11. Provide an Overview of the Nevada Department of Transportation’s Formal Procedure and Guidance Document for the Statewide Transportation Improvement Program (STIP).—*Informational item only.*
  12. Public Comment—This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three (3) minutes.
  13. 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.*
  14. Adjournment—*For possible action.*



Department of Transportation  
Board of Directors  
Notice of Public Meeting  
May 11, 2020 – 9:30 A.M.

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NOTES:

- Items on the agenda may be taken out of order.
- The Board may combine two or more agenda items for consideration.
- The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- The Board will limit on-line or e-mail public comments to 450 words per e-mail or the on-line Public Comment Form, 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 view the meeting. If special arrangements for viewing the meeting are necessary, please notify Renee Jacobs at (775) 888-7440 or [rjacobs@dot.nv.gov](mailto:rjacobs@dot.nv.gov) as soon as possible and at least two (2) days in advance of the meeting.
- Copies of non-confidential supporting materials provided to the Board are available on-line at [www.nevadadot.com](http://www.nevadadot.com).

Due to the State of Nevada, Emergency Declaration, [Directive 006](#), this meeting will be available to be viewed by the public via online streaming.

This meeting has been properly noticed and posted at the following locations in accordance with the State of Nevada Executive Department Declaration of [Emergency Directive 006](#).

This agenda was posted at the following:

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

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



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**Meeting Location:** Live streamed via BlueJeans in accordance with Governor Sisolak's March 22, 2020 [emergency directive](#) which suspends the requirement that there must be a physical location designated for meetings of a public body where members of the public are permitted to attend and participate in-person so long as participation is available.

**1. Welcome/Call to Order/Roll Call**

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

**2. Public Comment**

Director Swallow explained that the Department established an online way of receiving comments via a public comment form or an email address. All public comments received before 4:00 P.M. on Friday were distributed to the Board Members and any comment received before 5:00 P.M. today would be included in the record. The Department received no public comment.

**3. Consideration of Annual Appointment of a Vice Chair to the Transportation Board of Directors Pursuant to NRS 408.106(4) (For Possible Action)**

Director Swallow stated NDOT was required to appoint a Vice Chair annually. She stated Lieutenant Governor Kate Marshall has served as the Vice Chair in the past, and it is staff's recommendation that she continue in that role going forward.

Governor Sisolak said that sounded great and he would accept a motion.

**Motion:** Nominate Lieutenant Governor Kate Marshall for Vice Chair to the Transportation Board

**By:** Controller Catherine Byrne

**Vote:** Passed unanimously



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Lieutenant Governor thanked everyone for their vote of confidence and said it was an honor.

**4. Consideration of Approval of the March 9, 2020 Nevada Department of Transportation Board of Directors Meeting Minutes (For Possible Action)**

There were no corrections of changes in Minutes.

**Motion:** Approve the March 9, 2020 Nevada Department of Transportation Board of Directors Meeting Minutes

**By:** Member Stephen Ascuaga

**Vote:** Passed unanimously (Governor Sisolak abstained)

**5. Receive Director's Report (Informational Item)**

Director Swallow started with the safety report. She said given the "significant changes" that happened in the last month (COVID response), fatalities are down. There were 23 fatal crashes in March 2019 and only 12 in March 2020. Unrestrained fatalities continue to trend downwards with only eight (8) this year versus 13 last year. Unfortunately, pedestrian fatalities are up since last year at 24 versus 22 last year.

Director Swallow shared that she wanted to recognize a big loss in the transportation community, NHP Sergeant Jenkins. She detailed his many contributions to the Department and to the citizens of the State. The day before his death, he was the NHP onsite coordinator for escort for a convoy of two super loads traveling from the Utah/Nevada state line to the Marigold Mine in Valmy, Nevada. Sergeant Jenkins made many unspoken contributions to NDOT in the State of Nevada and his loss is felt deeply by the NDOT team.

Director Swallow gave an update on the Department's response to the COVID-19 situation. Since the original guidance was issued the week of March 16, the Department was able to transition roughly two-thirds of their team members working from home on a daily basis. That's 1,200 team members working at home. The remaining 600 or so continue to be on construction sites to help with maintenance activities.

Team members participated in an industry-wide Stand Down for Safety on April 3<sup>rd</sup> where they reiterated the importance of maintaining all of the safety guidelines in order to ensure that the program can continue and



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that they and their families remain safe and healthy. Staff continues to monitor team member productivity and so far, have not seen any impacts to contract advertisement or construction schedules. The virus hit about the same time as the planned statewide Nevada Moves Day event, which was cancelled. The t-shirts that would have been given out to volunteers at Nevada Moves Day were donated to a company that will use the t-shirts to make 200 masks/face covers for staff at the Carson Tahoe Hospital.

Director Swallow said traffic counts are affected by COVID-19. On some of the corridors in Southern Nevada, they've seen traffic drop up to 70% in certain areas. Overall, traffic volumes have dropped by roughly 40% and they continue to drop slowly. The Department continues to encourage folks to "Stay Home for Nevada" and if they are out driving to please do so with caution. The volumes are down but that doesn't mean speeds should be up.

NDOT has recognized that everybody needs to continue to stay healthy and active despite the COVID-19 restrictions. So, on April 1<sup>st</sup>, they launched a Walk and Roll Wednesdays, giving Nevada families who have been socially distanced an opportunity to get outside for healthy and fun activity. They encourage families to spend at least 20 minutes outside every Wednesday and as many other days as possible. Whether it's biking, hiking, walking, or whatever they can do within their family group and still actively maintain social distancing. They also encourage them to use face coverings whenever near others and to avoid touching any shared outdoor equipment. If anybody wants to participate, they can tweet to #WalkandRollNV, so people can see how people are using the system. With the traffic volumes as low as they are, this is a good time for folks who have been thinking about learning how to bike to work to, perhaps, try out a new commute and see how that feels.

Director Swallow moved on to the Department's jobs numbers. Since they approved the Annual Work Program in October 2019 through March 2020, the contracts that have been awarded equate to approximately 4,400 jobs. With this agenda, there are 348 jobs that could be approved by the Board for a total of 4,752 jobs since October. The way they calculate this is from the Council of Economic Advisors in 2011. The Economic Office of the President determined that for every \$77,000 spent on infrastructure, approximately one job is created.

Director Swallow reported that the ATM sign launch in Las Vegas went on as scheduled. She provided a slide show demonstrating how the system works in different scenarios.

There was 4.5 earthquake in Carson City on March 20. Ensuring the safety of the network following the quake was imperative and, therefore, certified bridge inspection personnel went out early the next day and visually



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inspected 32 bridges from Carson Valley to South Reno to the Dayton area and found no visible damages related to the earthquake. Nevada bridges continue to be ranked among the nation's very best for the past six years. Staff inspects the majority of bridges throughout the state, including City and County maintained structures, every two (2) years. Some bridges with more extensive deterioration are inspected more often while the newer bridges are inspected every four (4) years.

The Director had two personnel announcements. First, she noted that Member B.J. Almberg resigned. The Director thanked him for his valuable contributions to the team and said he would be missed. The second announcement was that there was a new team member joining the Department, Felicia Denney. Ms. Denney was the Chief of Financial Management for over 13 years and became the new Assistant Director of Administration effective March 16. The Director said Ms. Denney has already been an invaluable resource and team member and they are lucky to have her.

Governor Sisolak welcomed Ms. Denney and said that Member Almberg would definitely be missed. He was a true asset to the Board.

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

Director Swallow stated there were three (3) contracts for the Board's consideration. The contracts represent 300 jobs in the community. She said she would be happy to take any questions, but there were none.

Governor Sisolak asked if there was any feedback or were there any concerns, and there were none. He said he would accept a motion.

**Motion: Approve Agenda Item 6 for Contracts over \$5,000,000**

**By: Lieutenant Governor Kate Marshall**

**Vote: Passed unanimously**

**7. No Agenda Item 7.**



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

Director Swallow said there were three (3) agreements for the Board's consideration. There were no questions or comments about the agreements.

**Motion:** Approve Agenda Item 8 for Agreements over \$300,000

**By:** Controller Catherine Byrne

**Vote:** Passed unanimously

9. Contracts, Agreements, and Settlements (Informational Item Only)

Director Swallow said this was an informational item only. She said she was prepared to answer questions, but there were none.

10. Consideration of Approval of Nevada Department of Transportation Performance Management Measures and Targets (For Possible Action)

Director Swallow said this item was presented to the Board last month in an effort to get the Board's feedback on the Performance Measures and Targets to ensure that the Department was meeting the needs of the community. There were several recommended changes. Those changes were noted and were in the Board packet.

Governor Sisolak asked if there were any questions on the prioritizations. Being there were no questions or comments, the Governor said he would accept a motion.

**Motion:** Approve Agenda Item 10 for NDOT Performance Management Measures and Targets

**By:** Member Stephen Ascuaga

**Vote:** Passed unanimously





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#### 11. Provide an Overview of One Nevada Project Prioritizations Process (Informational Item Only)

Sandra Rosenberg, Assistant Director for Planning, provided the report for Agenda Item 11.

The One Nevada Transportation Plan was adopted in 2018 and it addresses the federal requirements under Authorization Acts. It is performance based, long-range, and establishes key goal areas, aligning with national, regional and statewide goals. It establishes a framework for transparent, data-driven prioritization process of long-, mid-, and short-range projects. That established the framework and now the Department is working on the implementation of that prioritization process.

There are several steps in the prioritization framework that staff will be working on. Right now, they are focused on the STIP project prioritization. There are a number of existing projects that need to be prioritized for near term funding allocations; they wanted to focus on that part first. As they learn a lot about data availability and the needs out there, then they will focus on the long-range screening and long-range project development shortly.

Ms. Rosenberg displayed a flow chart of how the process works: establishing the criteria, defining the scales, developing a project list which they already have and how they weigh those criteria. All the projects are scored against those criteria. The Department uses a Multi Objective Decision Analysis (MODA) to initially rank those projects. The initial ranking is based on available data and performance information but doesn't really tell the whole picture. There's a "harmonization" process after the initial ranking. Then, staff refines the process and they continue to refine the process as more data is available.

The goal areas that the Department has identified are: enhanced safety, preserve infrastructure, optimize mobility, transform economies, foster sustainability, and connect communities. Those were goals that really speak to their purpose as the State DOT. And under each one of those, there are different criteria or measures that staff is looking at in order to prioritize upcoming projects. Each of those was developed in coordination with subject matter experts from across the Department, based on available data. They also identify improvements to those criteria as better data becomes available in the future. Staff held a workshop with NDOT leadership to look at how to weight the criteria and the six (6) goal areas received the highest weighting.

The next step is finalizing the list for projects for prioritization using the methodology and those criteria to prioritize those projects. Then, they go through the harmonization process, based on things like funding



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eligibility, project readiness, and geography. Those are all really important things in terms of when projects go out and where they go out.

Staff will use that information to develop the 2021 Draft Annual Work Program and the 2021-2024 Statewide Transportation Improvement Program, the federal four-year required plan. Those will all go out. They'll come back to the Board. Then, they'll go out for public comments, with adoption in late summer or early fall.

Ms. Rosenberg said she would be happy to answer any questions.

Governor Sisolak asked at what point does it come into the fairness of these projects being allocated in different areas of the state? Ms. Rosenberg replied that that's the harmonization process where they look at the priorities, at both the revenues in and out, project eligibility, and, also, geographic distribution.

Governor Sisolak asked who is making those decisions? Ms. Rosenberg said NDOT leadership will review the projects and present their recommendations to the Board for approval. Governor Sisolak asked, after staff conducted their review, that he would like a copy of the recommendations. Ms. Rosenberg replied that was fine.

Lieutenant Governor Marshall said she had a follow up question. Was it correct that if they get federal monies for any highway project that there are certain federal requirements with regard to how those monies must be distributed throughout the entire state?

Ms. Rosenberg responded that was correct and that it depends on which type. The general federal allocation includes different programs and the eligibility for each of those different programs. That's part of the harmonization process after the initial ranking. The only ones that are dedicated to a specific region, they have some funds that have to go to urban areas and rural areas and then there's also competitive grants and those will be for a specific project. Staff looks at all of that, in terms of how to distribute their funds. Some federal categories are completely up to them and statewide, with certain project types, others are split up by population or different categories of that population.

Lieutenant Governor Marshall said it was her understanding that there are certain federal requirements that money be distributed within lots of different areas within the state that they may have to comply with in order



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to make sure that they get all the federal dollars possible. It's not just a State decision with respect to allocation and money where federal dollars are involved.

Governor Sisolak said he understood and agreed, but some of it is discretionary at the state level and there's a lot of state dollars involved here as well. In the past, in the prioritization of the projects, it seemed like some counties had been shorted. The Governor said he wanted to make sure that that does not continue to happen. Lieutenant Governor Marshall said she agreed completely.

Director Swallow said staff appreciated the feedback and that is part of why they're doing this process is to ensure that it's a fully transparent, data-driven, performance outcome process so that the Board understands what the needs are and then is involved and engaged as they work to distribute the projects. It is a new process for them and they think that it's important that they migrate to this process going forward.

#### **12. Provide an Overview of Project Labor Agreements (Informational Item Only)**

Deputy Director Cole Mortensen provided the overview of the research done with regard to Project Labor Agreements (PLA) and how they might best fit into the Department's projects and where they might consider using them.

A project labor agreement is an agreement with labor organizations where collectively bargained agreements are used to govern the terms and conditions of employment for craft and trade workers, both union and non-union. What staff would like to do is compare how project labor agreement might be consistent with what they are already required to do through state and federal statutes.

Some of the PLA provisions include worker wages and benefits. They are already required to include prevailing wages on all state funded and federally funded projects. Work rules and working conditions, NRS 338, 408 and 613 cover a lot of these. They also have Standard Specifications and include that as well as federal statutes that they have to follow.

Other PLA provisions include referral of employees, including apprentices and trainees. With the Apprentice Utilization Act last year, SB 207, Nevada now has apprenticeship requirements. The Department's contract compliance group not only keeps track of the apprentices, but also keeps track of registered payroll. They are verifying that all the employees are getting paid prevailing wages.



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One of the last provisions that a PLA would cover would be work stoppages, lockouts, and jurisdictional disputes. Staff is not aware of any projects in recent memory where they've had an issue of a lockout or a work stoppage.

Staff reached out to one of their federal partners to find out how to implement the PLAs. They are allowed under federal projects, under the terms and guidance of Executive Order 13052 but the FHWA will review the PLAs on a project by project basis and will have to go through a two-step process which can take 5 to 14 months at a time.

Essentially, staff will have to examine the time sensitivity of projects and costs associated with project delays, impacts to traffic, detrimental effect on public relations, any risks of labor unrest or jurisdictional disputes, and the available skilled labor pool. And then the FHWA will do the same: evaluate the size, complexity and duration of the project, the importance of the project, and the need to adhere to the certain timeline and demonstrated cost-effectiveness.

Once that is all in place and they have the approval from the FHWA to move forward, then they would develop the PLA with the Nevada labor unions and that can take anywhere between 2 to 6 months. This will be binding to all contractors and subcontractors with allowances for DBE and SBE contractors. No penalties for not using contractors and it would conform to all state and federal laws. This would be a guarantee against labor strikes, slowdowns, and other disruptions.

The FHWA evaluates the agreement to ensure that they are not violating any federal programs, make sure it's including worker protections as required by federal law, and that it conforms to other federal laws and regulations including no local hiring preferences.

Staff is looking at options for adoption of PLAs on NDOT projects and they would like to look at it on a case-by-case basis, bearing in mind the specific project facts such as complexity, size, scope, duration, time sensitivity, and cost delays.

The first option would be to consider PLAs for vertical projects over \$25 million with no consideration for horizontal projects. If they do end up doing new buildings or rehabilitation of buildings throughout the state,

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they would potentially look at doing a project labor agreement. But for the horizontal projects, since they have many of the protections in place, they recommend just moving forward as they've done in the past.

The second option would be to consider project labor agreements for vertical projects over \$25 million and state funded horizontal projects over \$200 million would end with construction lasting more than 36 months. The reason why staff picked 36 months is there was state law passed last session that required the renegotiation of salaries on projects of that duration, they felt that it was prudent to make sure that they had those provisions in the PLA as well.

The third option would again be for vertical projects over \$25 million. State funded horizontal projects over \$200 million with construction lasting more than 36 months and federal aid projects, horizontal projects, more than \$500 million with construction lasting more than 36 months.

Those are kind of the options that staff has put together. They're obviously up for discussion.

Governor Sisolak said they are certainly limiting the number of projects when it's over \$300 million on state projects and \$500 million on federal projects. Are those just arbitrary numbers that they picked or what are those?

Mr. Mortensen replied that staff ended up with the numbers after looking at the last 5 to 10 years' worth of projects and what kind of represented a reasonable share.

Governor Sisolak asked how many projects have been over \$300 million? If the projects are broken up into phases, they weren't counting them, correct? Mr. Mortensen said that was correct.

Governor Sisolak said he thought that the numbers were artificially high, and he would like for staff to bring those down. Way down. Way, way, way down. What they were talking about is the work that's involved; there might be a little more effort on the Department's end. But the Governor wants to protect the safety and the wellbeing of Nevada's workforce, as well. That's a concern for him, in addition to the work that's brought forth for NDOT. Mr. Mortensen stated he understood.

Lieutenant Governor Marshall had a request. She wondered if she could request that staff have legal counsel provide the Board with an opinion on a Supreme Court decision because she does not believe an Executive



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Order from the President overrides a Supreme Court decision. The Lieutenant Governor said this Supreme Court decision might be very, very important to this topic of PLA agreements. The opinion is: Building and Construction Trades v. Associated Building Contractors in Massachusetts and Rhode Island. The cite for that is *507 US 218, 1993*. Could legal counsel please weigh in on that?

Governor Sisolak said he would like to see the court case before the AG gives an opinion. Could that be arranged? Mr. Mortensen said absolutely. The Governor said they would definitely be bringing this one back. Director Swallow agreed they would be bringing this one back and, when they do, they can bring it back for further discussion and/or for action depending on the outcome of some of their discussions in the intervening time. This was just the beginning of the policy discussion.

**13. Public Comment**

There was no public comment.

**14. Executive Session**

There was no Executive Session.

**15. Adjournment (For Possible Action)**

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

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

**By:** Lieutenant Governor Kate Marshall

**Vote:** Passed unanimously

**From:** [Mac Bybee](#)  
**To:** [PublicComment](#)  
**Subject:** Oppose Project Labor Agreements  
**Date:** Monday, April 13, 2020 1:14:44 PM  
**Attachments:** [image001.png](#)

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I am writing this e-mail to express opposition to discriminatory Project Labor Agreements on all NDOT projects. PLAs on NDOT Projects will:

- Condone discrimination based upon labor affiliation.
- Creates an environment that is anti-worker, anti-taxpayer, and anti-contractor.
- Stifles competition in the bidding process and will increase costs to the taxpayer.
- Creates a system of cronyism for awarding contracts for construction instead of a system based upon merit.
- Limit the number of contractors pursuing this work
- Restrict the number of subcontractors available to perform NDOT Projects
- Require the employment of contractors from out of the State who may be signatory to agreements
- Reduce competition on NDOT projects
- Increase costs of NDOT construction

Thank you for your consideration,

**Mac Bybee**  
President and CEO

**Reno Office:**

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**From:** [JUSTIN IVORY](#)  
**To:** [PublicComment](#)  
**Subject:** Please say no to Project Labor Agreements  
**Date:** Monday, April 13, 2020 1:23:19 PM

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Board Members,

Please reject the Proposed Project Labor Agreement on any NDOT projects. These contracts are only beneficial to the unions. It restricts a large number of tax paying construction workers that aren't union members.

These agreements have been proven to eliminate competition and raise costs to the taxpayers. Another consequence of these agreements is fewer jobs get released because of the exuberant costs.

I would also like to point out that this would be the absolute worse time to take on such a major policy change. After all most people in the state have no idea that this is even being looked at with the Corona Virus on everyone's mind.

thank you for your consideration on this subject.

Justin Ivory  
President  
A-1 Steel, Inc.  
Sparks, Nevada  
p 775-358-8666  
f 775-358-4009  
c 775-690-8968  
Nevada Lic #48530



**From:** [gail@8884abatement.com](mailto:gail@8884abatement.com)  
**To:** [PublicComment](#)  
**Subject:** Oppose NDOT PLAs  
**Date:** Monday, April 13, 2020 1:28:30 PM

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WHY WOULD ANYONE IN THEIR RIGHT MIND WANT TO CONTROL GOOD COMPETITION.

DO YOU WANT NEVADA TO END UP LIKE CALIFORNIA?????????????????????

Requiring Project Labor Agreements will:

- Limit the number of contractors pursuing this work
- Restrict the number of subcontractors available to perform NDOT Projects
- Require the employment of contractors from out of the State who may be signatory to agreements
- Reduce competition on NDOT projects
- Increase costs of NDOT construction

## **Gail Ward**

Office Manager  
1-888-4-Abatement, Inc.  
3158 Luyung Drive  
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(916) 231-0096 - fax

**From:** [tmooore1@g3electrical.com](mailto:tmooore1@g3electrical.com)  
**To:** [PublicComment](#)  
**Cc:** [Thomas Moore](#)  
**Subject:** Oppose NDOT PLAs  
**Date:** Monday, April 13, 2020 1:37:50 PM  
**Attachments:** [sigimg1](#)

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I am writing this message to oppose PLAs on NDOT projects above a specific amount. I oppose this proposal because I believe it will affect our ability as a small, local, DBE, MBE, and SBE to compete on these projects. I believe requiring Project Labor Agreements will:

- Limit the number of contractors pursuing this work
- Restrict the number of subcontractors available to perform NDOT Projects
- Require the employment of contractors from out of the State who may be signatory to agreements
- Reduce competition on NDOT projects
- Increase costs of NDOT construction

Please consider the small contractors and the burden this will place on us in competing for these projects.

Thank you,

**Tiesha Moore**  
**G3 Electrical**

**\*\*2019 Nevada Contractors Association  
Diverse Subcontractor of the Year Winner!\*\***

**WBE, MBE, DBE, SBE Fed. Cert: NV20338452NUCP**

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**From:** [kathryn\\_mack](#)  
**To:** [PublicComment](#)  
**Subject:** [QUAR] NDOT PLAs  
**Date:** Monday, April 13, 2020 1:38:00 PM  
**Importance:** Low

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I am subcontractor and am opposed to the PLA propose by NDOT. I don't believe that limiting the number of contractors who can pursue work is ethical or advantageous to the construction industry in our valley. It reduces competition with a possibility of increases costs. It also limits smaller contractors the ability to bid NDOT work when they are financially able.

Kathryn Mack  
Adaven Air Conditioning & Sheet Metal, LLC  
213 N STEPHANIE #G-298  
HENDERSON NV 89074  
702-208-4784  
702-242-1075 (fax)  
NV Lic# 0010470A

**From:** [Donnie Gibson](#)  
**To:** [PublicComment](#)  
**Cc:** [Donnie Gibson](#)  
**Subject:** NDOT Board Meeting  
**Date:** Monday, April 13, 2020 1:40:15 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Dear Board,

It was brought to my attention that NDOT is considering requiring PLA's (Project Labor Agreements) in new contracts.

The requirement of PLA's will;

Limit the number of contractors pursuing the work.

Restrict the number of subcontractors available to perform NDOT projects.

Require the employment of contractor from out of the State who may be signatory to agreements.

Force small contractors to become signatory to accept work.

Force non-union contractors to send their employees to the unemployment line, and employ union workers

Reduce competition on NDOT projects.

Increase the cost of NDOT project.

Please give this thorough consideration before making a decision that impacts Nevada businesses and workers.

Thank you for listening,

**Donnie Gibson**

**President**



4845 Judson – Las Vegas NV 89115

O: 702-800-2130

M: 702-901-3735

F: 702-478-2571

[www.civilwerx.com](http://www.civilwerx.com)



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**From:** [Jim Miller](#)  
**To:** [PublicComment](#)  
**Subject:** Oppose Project Labor Agreements on all construction projects  
**Date:** Monday, April 13, 2020 1:42:05 PM

---

NDOT –

We strongly **oppose** Project Labor Agreements (PLA's) on any NDOT construction project regardless of budget.

**Requiring will, at a minimum:**

- **Limit the number of general contractors pursuing this work**
- **Restrict the number of subcontractors available to perform NDOT Projects**
- **Require the employment of contractors from out of the State who may be signatory to agreements**
- **Reduce competition on NDOT projects**
- **Increase costs of NDOT construction**

Respectfully,

**Jim Miller | President**

P | (775) 853.5553 F | (775) 853.0905 C | (775) 433.8915

[Jim@cdsincnv.com](mailto:Jim@cdsincnv.com)



**From:** [Rodney Leavitt](#)  
**To:** [PublicComment](#)  
**Subject:** NDOT PLA  
**Date:** Monday, April 13, 2020 1:43:57 PM

---

To Whom it may concern,

I am opposed to NDOT considering the use of PLA agreements on ANY NDOT job. The State of Nevada is still a right to work state. The Taxes received for all state expenditures are from all citizens of the State, not just Union members who would only benefit from a PLA agreement.. Elimination of fair market bidding procedure for Public Sector projects drives up the cost of every project, which is a direct result in any PLA agreement.

The quality for each job is the same for the end user due to current NDOT specifications and Inspectors. With more competition, our tax dollars are able to go farther.

I opposed ALL Public Sector PLA agreements.

--

Rodney Leavitt  
Wheeler's Electric Inc

**From:** [Marc Markwell](#)  
**To:** [PublicComment](#)  
**Subject:** PLA Agenda Item  
**Date:** Monday, April 13, 2020 1:44:54 PM

---

NDOT Board,

I would like to provide you opposition to imposing PLA's on future NDOT work. First, I don't believe they would accomplish much in Northern Nevada based on the fact that many of NDOT's contractors and larger subcontractors are union. Secondly, I believe imposing a PLA will create less competition in NDOT work for generals and subcontractors. The imposition of a PLA creates more administrative burden that many contractors will want to avoid. This is especially true of the smaller contractors and DBE contractors which may not be set up to handle the additional reporting and payroll differences that are inherent with the PLA's. Finally, because of the uncertainty many contractors would have with these agreements, Contractor's price would increase and instituting these agreements would also require significant staff time to negotiate and monitor.

Thank you for your consideration.

---

**Marc Markwell, CFO/General Counsel**

**SIERRA NEVADA CONSTRUCTION, INC.**

The logo for Sierra Nevada Construction, Inc. (SNC) features the letters 'SNC' in a large, stylized, orange font with a slight shadow effect.

2055 E. Greg Street Sparks, NV 89431

**Office:** 775.355.0420 **Fax:** 775.355.0535

**Web:** [www.snc.biz](http://www.snc.biz) **Visit Us On:** [Facebook](#) | [LinkedIn](#)

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**From:** [claudia@kelleyerosioncontrol.com](mailto:claudia@kelleyerosioncontrol.com)  
**To:** [PublicComment](#)  
**Subject:** Oppose Labor Agreements  
**Date:** Monday, April 13, 2020 1:51:30 PM

---

NDOT Board – It is my understanding that you received a presentation to consider Project Labor Agreements on all construction projects over a specific amount, amount not determined as yet. We are a small specialty construction company, we work on NDOT projects and are very much opposed to this. We are non-union and this will make it very difficult to bid on or work on NDOT projects that should be open to ALL tax paying contractors. The percentage of non-union contractors is much higher than union, this is true across America. As most small businesses struggle to survive none of us need more requirements or restrictions to hamper succeeding in today's environment.

This "Agreement" will limit the number of contractors that are able to seek or be able to perform work on NDOT's projects. This will also reduce competition which will raise the cost of NDOT's construction projects, exactly the opposite of what our state and country needs at this time in history.

For years NDOT has worked hard to assist small contractors, woman and minorities. Please oppose this idea and continue the good work while promoting all contractors that want to work on your projects and at the same time continue to assist small contractors succeed in business.

This idea is BAD for construction and BAD for Nevada. Please Oppose NDOT PLAs.

Thank you,

Claudia J Chambers  
President

Claudia J. Chambers CPESC, CISEC, QSP  
[claudia@kelleyerosioncontrol.com](mailto:claudia@kelleyerosioncontrol.com)



**KELLEY EROSION CONTROL, INC.**  
2395-B Tampa Street • Reno, NV 89512  
Office: (775) 322-7755 Cell (775)741-8875

**From:** [Heather Hellickson](#)  
**To:** [PublicComment](#)  
**Subject:** NDOT Project Labor Agreements  
**Date:** Monday, April 13, 2020 1:57:27 PM  
**Attachments:** [036\\_sm\\_fb\\_a1347472-45be-4a0b-af83-b901fa688c57.png](#)  
[036\\_sm\\_instagram\\_9927e091-e056-4b30-a2b6-e681664c9634.png](#)  
[agc-seal1\\_51acf178-fd16-4797-aec9-fb85e8ae694e.png](#)  
[DBE-resized10\\_42c11b97-a401-4b65-8b1b-53f6587a617b.png](#)

---

Dear NDOT Board:

A PLA commitment would have broad-reaching effects on my business, ultimately making me less competitive on private jobs. It would result in a permanent increase in company overhead and result in financial commitments to Labor Organizations, which would dictate the future of my company. This type of policy will unfairly limit the number of projects a small emerging DBE, such as myself, would be allowed to bid. In turn, it would make the State's committed DBE percentages to the Federal Government harder to achieve, putting NDOT at risk of losing funding due to compliance in the program. Requiring PLAs will limit the number of general contractors and subcontractors available to perform NDOT projects, increase costs, and potentially lead to out of state contractors awarded Nevada jobs simply because they are signatory to agreements. PLAs will also result in limiting the introduction of new employees to the construction industry, who may not want to make a permanent commitment to a Labor Organization, which could result in staffing shortages, project cost increases, and ultimately increased costs to the taxpayers. Nevada already has laws in place to protect construction workers on public works projects and to penalize contractors who do not adhere to those laws.

I plead for you to vote NO to Project Labor Agreements on all construction projects over a specific amount.

Warm regards,

**HEATHER HELLICKSON**  
OWNER



T | 775.686.6917  
M | 775.622.2279  
[Heather.Hellickson@tungstennv.com](mailto:Heather.Hellickson@tungstennv.com)

[www.TungstenNV.com](http://www.TungstenNV.com)  
18214 Wedge Parkway | Ste. 2044 | Reno, NV 89511



**From:** [Jentry Nix](#)  
**To:** [PublicComment](#)  
**Subject:** Adobe Communications: In Response to NDOT's PLA  
**Date:** Monday, April 13, 2020 1:58:05 PM

---

Dear Friend~

I am writing to you in opposition to Project Labor Agreements on all NDOT projects. PLAs are a discriminatory practice that excludes qualified contractors simply based up on whether they are a union or not. This practice would discourage competition, increase project costs, and harm construction workers throughout the state. Please place into the record our opposition to mandating PLAs on NDOT projects.

Thank you much...

## **Jentry Nix III – Business Development Manager**

**4360 West Tompkins Las Vegas, NV 89103**

**Mobile: 702-493-4962**

**Office: 702-227-3444**

**Fax: 702-227-6890**



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[www.adobecommunications.com](http://www.adobecommunications.com) [jnix@adobecomm.com](mailto:jnix@adobecomm.com)

 <b>ACCESS CONTROL</b> An access control system determines who is allowed to enter or exit, and when they can enter or exit. Electronic access control uses computers to solve the limitations of mechanical locks and keys.	 <b>AUDIOVISUAL</b> Audiovisual means processing both sound and visual components. Business presentations and conferences are achieved through the implementation of audiovisual systems.	 <b>DESIGN-BUILD</b> Consulting and design services are available through our team of electrical and software engineers, master electricians, and Bicsi RCD's.	 <b>FIBER OPTICS</b> We have completed various large scale utility fiber links in Las Vegas, and we own the best equipment in the industry allowing us to deliver the fastest and most reliable fiber optic links.
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**From:** [Eric Reimschiissel](#)  
**To:** [PublicComment](#)  
**Subject:** Project Labor agreements  
**Date:** Monday, April 13, 2020 2:04:42 PM

---

To whom it may concern

American Pavement Preservation is opposed to Project Labor agreements this is process to make every contractor a union contractor which is not the American way of freedom I have a right to be a Non Union open Merit shop contractor and not be required to sign a project labor agreement this is Un-American to infringe on others freedom. I am find with choices to be union or non-union their choice is what a free country is about. Requiring a contractor be either union or non-union is not right and not what a free country would do. All contractors who are safe, financially sound, and can perform the work should be "FREE" to "Openly and Competitively bid" on the public works project they have paid taxes to support. Let the open bidding free market determine who gets the job. I was in California when they tried this miss use of public trust by the elected officials to get the unions in power and it failed because it would cost more money and it is not right.

Requiring Project Labor Agreements will:

- Limit the number of contractors pursuing this work
- Restrict the number of subcontractors available to perform NDOT Projects
- Require the employment of contractors from out of the State who may be signatory to agreements
- Reduce competition on NDOT projects
- Increase costs of NDOT construction

Respectfully submitted,

Eric Reimschiissel

Eric M. Reimschiissel  
American Pavement Preservation  
4725 East Cartier Avenue  
Las Vegas Nevada 89115  
Office Phone 702-507-5444  
Direct Phone 702-507-5410  
Cell Phone 702-249-5811  
Fax Line 702-644-0128  
Alt e-mail [ericr@americanslurry.com](mailto:ericr@americanslurry.com)

**From:** [Rob Kowalczyk](#)  
**To:** [PublicComment](#)  
**Subject:** Requiring Project Labor Agreements  
**Date:** Monday, April 13, 2020 2:09:17 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)

---

To whom it may concern

Requiring Project Labor Agreements will:

- Limit the number of contractors pursuing this work
- Restrict the number of subcontractors available to perform NDOT Projects
- Require the employment of contractors from out of the State who may be signatory to agreements
- Reduce competition on NDOT projects
- Increase costs of NDOT construction

## Rob Kowalczyk

President

5692 La Costa Canyon Ct., #105

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**From:** [Dale Lowery](#)  
**To:** [PublicComment](#)  
**Subject:** Project Labor Agreements (PLA)  
**Date:** Monday, April 13, 2020 2:24:39 PM

---

The Nevada Departments of Transportation,  
Please enter into the public comment that D&D Plumbing strongly opposes the use of a Project Labor Agreement on any public funded projects of any size. This practice can lead to the following:

1. PLAs will limit the number of bidders on a project and therefore take away and limit competitive bidding.
2. PLAs will also restrict subcontractors who could have bid the project and could also have done the work on that project.
3. This practice of using a PLA on a project would require the employment of out of state contractors who participate in a collective bargaining agreement, especially where these trades may not exist with collective bargaining (union trades).
4. This will, without a doubt increase the cost to projects within the State of Nevada.

Thank You

**E. Dale Lowery**

*President*

D&D Plumbing, Inc.

1655 Greg Ct.

Sparks, NV 89431

(775) 358-2378

(775) 358-8135 fax

**From:** [Bob Fehling](#)  
**To:** [PublicComment](#)  
**Subject:** Project Labor Agreements on NDOT Projects  
**Date:** Monday, April 13, 2020 2:37:59 PM

---

Dear NDOT Board of Directors,

Please accept this message in **opposition** of requiring PLA's on NDOT Projects.

With the passage and enactment of the Apprenticeship Utilization Act, lower threshold for Prevailing Wage Requirements and other related Union Friendly regulations, we respectfully request that requiring PLA's NOT be implemented.

Likely results may include:

- Less competition on NDOT Projects which may result in higher costs for these projects.
- As a Public Body, you have a responsibility to spend public dollars efficiently. Limiting competition may be contrary to that responsibility.
- All contractors whether signatory or non-signatory must be NDOT approved and unless the project is below the current threshold, the Union rates of pay are required (Prevailing Wage) already.
- With the recent economic distress resulting from the COVID-19 Virus, now is not the time to pursue PLA's. The Private Construction Sector is already starting to experience distress. Requiring PLA's on publicly funded projects in a Right To Work State will limit the number of contractors even more than what the Apprenticeship Utilization Act has caused.
- In summary, this seems like a Union-Backed strategy to lock out non-signatory contractors and that should NOT be permitted.
- Tax revenues from all current streams are being impacted as a result of the economic slowdown due to the COVID-19 Pandemic. Doesn't seem like good responsible public policy to increase project costs by limiting public work to only Signatory Contractors or requiring Non-Signatory Contractors to temporarily enroll their employees in Union Contracts.

Again, we respectfully urge you to please oppose requiring PLA's on NDOT Projects.

Thank You & Best Regards.

**Bob Fehling**

President

**775-284-1964 (o)**

**775-690-2807 (c)**

**775-747-8314 (f)**

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**From:** [John Cary](#)  
**To:** [PublicComment](#)  
**Subject:** Project Labor Agreements  
**Date:** Monday, April 13, 2020 2:38:33 PM

---

NDOT,

Please keep your projects open for fair competition by not requiring Project Labor Agreements for certain projects of any size. Doing this will limit competitive bidding and will ultimately drive up the cost of NDOT projects which will put undue burden on the taxpayer. Most NDOT projects are already prevailing wage so I do not understand the need for Project Labor Agreements. This will not protect workers rights and will ultimately cause jobs that could have gone to local workers and companies to go to out of state contractors and workers. Open and competitive bidding is the only way to protect government funds and create a fair market for all companies and workers to compete in. Please say no to Project Labor Agreements and protect a fair open market.

Thank you,

John Cary  
JCS Construction, LLC  
President  
Phone: 775-335-6500  
Fax: 775-636-8574  
[john@jcsnevada.com](mailto:john@jcsnevada.com)

**From:** [Darren Vanderford](#)  
**To:** [PublicComment](#)  
**Subject:** Project Labor Agreements  
**Date:** Monday, April 13, 2020 2:40:36 PM  
**Attachments:** [image002.png](#)

---

To whom it may concern,

I am writing today to express my concern and state my opposition to proposed project labor agreements (PLA's) on NDOT projects.

PLA's exclude contractors like ours from bidding on projects. Helix Electric currently employs almost 500 people in the state of Nevada. A PLA would unfairly remove our company from participating and, in turn, threaten those jobs.

In addition, NDOT would have fewer bids on their projects thereby reducing competition and increasing cost.

Helix Electric is a non-union contractor. We provide our employees with benefits and training opportunities beyond the industry standard. Through our memberships in organizations such as Associated Builders and Contractors and Associated General Contractors we are continually developing a skilled workforce. This allows us to consistently perform work in a high-quality and safe manner.

We ask that you do not approve implementation of PLA's on NDOT projects.

Thank you,

**Darren Vanderford, CM-Lean** | Vice President  
Helix Electric | [www.helixelectric.com](http://www.helixelectric.com)  
961 Matley Lane, Suite 190 Reno, NV 89502  
Office: 775-440-2391 | Cell: 775-376-3235  
Email: [dvanderford@helixelectric.com](mailto:dvanderford@helixelectric.com)



**From:** [Dowd, Brian](#)  
**To:** [PublicComment](#)  
**Subject:** Project Labor Agreements  
**Date:** Monday, April 13, 2020 2:59:45 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image002.png](#)  
[image006.png](#)

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To Whom it May Concern:

I am writing in response to the presentation made by Deputy Director Cole Mortenson regarding Project Labor Agreements (PLAs) at this morning's Department of Transportation Board of Directors Meeting. Granite Construction Company (Granite) was incorporated in 1922 and we have been doing work with our union workforce in the State of Nevada for almost 40 years. We have a long history of building successful projects for NDOT, with no work stoppages in recent memory from strikes or jurisdictional disputes. As long as a PLA does not change any terms or conditions in our Master Labor Agreements we collectively bargain with our union partners we are not opposed to signing them on individual projects. However, Granite believes that introducing PLAs into the procurement process would likely add time and potentially additional cost without a requisite benefit to that project. Therefore we are concerned that this would not be a good use of the taxpayers money in that it may delay and/or reduce available funding for the critical improvements needed for our state's infrastructure.

Thank you,

*Brian*

---

**Brian Dowd**

Vice President  
Regional Manager  
Nevada Operations

1900 Glendale Avenue  
Sparks, NV 89431  
Direct 775-352-1902  
Cell 916-214-7227

[brian.dowd@gcinc.com](mailto:brian.dowd@gcinc.com)

[www.graniteconstruction.com](http://www.graniteconstruction.com)

---

**GRANITE**<sup>TM</sup>



**From:** [Kym Kelley](#)  
**To:** [PublicComment](#)  
**Subject:** NDOT PLA Opposition  
**Date:** Monday, April 13, 2020 3:04:00 PM

---

NDOT Board,

This letter is in opposition to the proposed Project Labor Agreement presentation you heard today. PLAs will only hurt the State of Nevada and Nevada Contractors.

We are a small, specialty DBE, non-union contractor that has worked on NDOT projects for over 30 years. We believe adopting a PLA will greatly impact our company and hurt many other non-union contractors. In these difficult economic times, everyone should be allowed to bid on NDOT projects. This keeps the cost of projects in check and supports our local contractors and community. Adopting PLA's will be very destabilizing.

We are extremely concerned by this prospect and ask that you reject the PLA proposal. It's bad for NDOT, Nevada and Nevada contractors.

Thank you for your consideration,

Kym Kelley  
CEO

Kym Kelley CPESC, CISEC, QSP  
[kym@kelleyerosioncontrol.com](mailto:kym@kelleyerosioncontrol.com)



**KELLEY EROSION CONTROL, INC.**<sup>PLA</sup>

2395-B Tampa Street

Reno, NV 89512

(775) 322-7755 Fax (775) 322-6606 Cell (775) 530-8433

**From:** [Burke, Chris](#)  
**To:** [PublicComment](#)  
**Subject:** PLA Agenda Item  
**Date:** Monday, April 13, 2020 3:07:45 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image009.png](#)  
[image011.png](#)  
[image013.png](#)  
**Importance:** High

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NDOT Board,

I'm writing to provide you **opposition** to imposing PLA's on future NDOT work. The following reasons are meant to describe the apparent lack of benefit and inherent risks associated with such action:

1. Little to no benefit based on the described intent because the vast majority of NDOT contracts are one season (maybe two), especially in Northern Nevada, thus it would seem inappropriate and lack a fundamental argument to establish PLA's for said work
2. A PLA likely reduces competition, not just for general contractors but subcontractors as well, specifically competition from non-signatory firms
3. There is already a significant presence by union firms, on NDOT contracts, especially the large multi-year projects
4. Projects built by union firms fundamentally establish a collectively bargained labor force anyways
5. Likely to see increased costs for NDOT contracts, due to these agreements requiring a lot more management for all contractors
6. Increases complexity with undue administrative burden on contractors, especially for SBE/DBE firms, making it that much more difficult to get adequate coverage from disadvantaged business.

Thank you for your consideration.

Regards,



**Chris Burke**

Vice President / Regional Manager

Intermountain Slurry Seal, Inc.

1120 Terminal Way  
Reno, NV 89502

**Direct:** 775-352-1938 Ext. 21938

**Cell:** 775-813-0907

**Email:** [chris.burke@gcinc.com](mailto:chris.burke@gcinc.com)

[www.intermountainlurryseal.com](http://www.intermountainlurryseal.com)

[www.graniteconstruction.com](http://www.graniteconstruction.com)



**GRANITE**



**From:** [Robert Potter](#)  
**To:** [PublicComment](#)  
**Subject:** PLA  
**Date:** Monday, April 13, 2020 3:18:24 PM

---

I am against more regulations, specifically this one. It will eliminate a large amount of General Contractors bidding your projects and costing taxpayers more money.

Sent from my iPhone



**From:** [Launa Coleman](#)  
**To:** [PublicComment](#)  
**Subject:** Project Labor Agreements  
**Date:** Monday, April 13, 2020 3:21:36 PM  
**Attachments:** [image001.png](#)  
**Importance:** High

---

Hello,

I would like to state my opposition to the Project Labor Agreements (PLA's) on NDOT projects over a specific amount for the following reasons: it will ultimately limit the number of general contractors pursuing the work, restrict the number of subs available to perform NDOT projects, require the employment of contractors from out of State, reduce competition on NDOT projects and increase costs of NDOT construction.

Thank you for your time and please feel free to contact me should you have any questions.

Frank M. Lepori,  
President  
775.337.2063 ext. 101



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April 13, 2020

**VIA EMAIL**

**TO: NDOT**  
1263 South Stewart Street  
Carson City, Nevada 89712

**FROM: KOR Building Group LLC**  
2670 E Chandler Ave #10  
Las Vegas, NV 89120

**RE: PROJECT LABOR AGREEMENTS OVER A SPECIFIC AMOUNT**

**TO WHOM IT MAY CONCERN:**

In reference to the presentation to consider Project Labor Agreement's on all construction projects over a specific amount. Although, an amount was not agreed to, as a Certified Woman Owned General Contractor, I am in complete opposition of the limitation this would present for the following reasons:

1. Limit the number of general contractors pursuing this work
2. Restrict the number of subcontractors available to perform NDOT Projects
3. Require the employment of contractors from out for the State who may be signatory to agreements
4. Reduce competition on NDOT projects
5. Increase const of NDOT construction

Thank you for taking time in this Matter,

Sincerely,

A handwritten signature in black ink, appearing to read 'Rebecca Fountain', written over a horizontal line.

Rebecca Fountain,

CEO

KOR BUILDING GROUP LLC

NCA Executive Board

**From:** [Chris.Koenig](#)  
**To:** [PublicComment](#)  
**Subject:** Project Labor Agreements  
**Date:** Monday, April 13, 2020 3:39:11 PM

---

To Whom it May Concern,

Regarding the presentation on Project Labor Agreements at the Transportation Board Meeting today, without further information, Kiewit would be in opposition to the proposed requirement.



**CHRIS KOENIG**

**KIEWIT INFRASTRUCTURE WEST CO.**  
8965 S. Eastern Avenue, Suite 370, Las Vegas, NV 89123-  
(702) 560-2277 (602) 315-8788 cell  
[Chris.Koenig@Kiewit.com](mailto:Chris.Koenig@Kiewit.com)

# PUBLIC COMMENT

*Received via On-Line Public Comment Form*

**Nevada Department of Transportation  
Board of Directors Meeting  
April 13, 2020**

Start time: 4/13/2020 1:57:20 PM

Completion time: 4/13/2020 2:06:58 PM

Name: Alexis Motarex Email: anonymous

Representing: Nevada Chapter AGC

Agenda Item: 12

Position: No position stated - Concerned or Neutral

Total # of Words: 310

Comment  
AGC has long been an advocate for prevailing wage, ensuring employees are covered by workers compensation, and supported the recently approved definition of “bona fide” fringe benefits in Nevada law.  
Our association, and members, believe that all employees on any construction project deserve to be treated fairly and equitably. We have also long partnered with the Nevada State Contractors Board to prosecute unlicensed contractors and punish those contractors working outside of their license and monetary limits.  
We believe that Nevada has strong laws for the performance of public works construction projects which ensure construction workers are paid fairly and subcontractors are treated equitably. We believe that the law also provides the necessary punitive measures, including debarment, for any contractor not adhering to Nevada’s expectations.  
We will continue to work with NDOT to strengthen the laws and regulations to provide the most fair and consistent working rules for transportation projects. It is our opinion that requiring adherence to any rules outside of those found in NRS 338 and 624 are unwarranted.

# PUBLIC COMMENT

*Received via On-Line Public Comment Form*

Nevada Department of Transportation  
Board of Directors Meeting  
April 13, 2020

Start time: 4/13/2020 2:59:17 PM

Completion time: 4/13/2020 3:02:12 PM

Name: Cory Podnar Email: anonymous

Representing: Asphalt Protectors, Inc

Agenda Item: 12

Position: In opposition

Total # of Words: 69

Comment This is a special interest scheme that ends open, fair and competitive bidding on public works projects. PLAs drive up the cost of construction by reducing competition and effectively excluding non-union contractors and their skilled employees from building projects paid for by their own tax dollars. We need to maintain fairness in government contracting by restricting these anti-competitive and costly government-mandated project labor agreements (PLAs) on government construction projects.



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

April 28, 2020

**TO:** Department of Transportation Board of Directors

**FROM:** Kristina Swallow, P.E., Director

**SUBJECT:** May 11, 2020 | Transportation Board of Directors Meeting

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

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### 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 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 March 21, 2020, through April 9, 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, March 21, 2020, through April 9, 2020.

MEMORANDUM  
Department of Transportation Board of Directors  
April 28, 2020  
Page 2 of 2

**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**  
**March 21, 2020 through April 9, 2020**

1. March 26, 2020 at 1:30 PM the following bids were opened for Contract **3821**, Project No. SPSR-0659(001), on SR 659 South McCarran Boulevard, from South Virginia Street to SR 647 West 4th Street, in Washoe County, to cold mill and place bituminous surface with open grade and ADA improvements.

Granite Construction Company.....	\$18,464,464.00
Road and Highway Builders LLC .....	\$18,989,989.00
Q & D Construction LLC .....	\$20,420,000.00
<b>Engineer's Estimate.....</b>	<b>\$14,503,006.95</b>

The Director recommends award to Granite Construction Company in the amount of \$18,464,464.00.

# Line Item 1



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

**MEMORANDUM**  
**Administrative Services**

April 15, 2020

**To:** Kristina Swallow, P.E., 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 #3821, Project #SPSR-0659(001), on SR 659 South McCarran Boulevard, from South Virginia Street to SR 647 West 4th Street, in Washoe County, described as cold mill and place bituminous surface with open grade and ADA improvements The Engineer’s Estimate is \$14,503,006.95.

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

Bid proposals were opened on March 26, 2020. Granite Construction Company is the apparent low bidder at \$18,464,464.00, and they submitted a properly executed proposal, bid bond and anti-collusion affidavit. The second low bidder is Road and Highway Builders LLC with a bid of \$18,989,989.00.

The project is State funded; required 7.73% DBE participation; and Bidder’s Preference was applied but did not affect the successful contractor’s ranking.

The subcontractor and supplier listings submitted by the Granite Construction Company have been reviewed and confirmed by Contract Services. The DBE information submitted by the Granite Construction Company has been reviewed and certified by the External Civil Rights office. Granite Construction Company has met the required DBE participation with a 24.29% commitment. The bid is above the Engineer’s Estimate Range, and a copy of the Unofficial Bid Results report is attached for your reference. The BRAT Co-Chairs have provided their recommendation to award, and the report is attached.

Your concurrence in award of this contract by endorsement hereon is respectfully requested. Upon receipt, a packet will be prepared to obtain approval of the award at the May 2020 Transportation Board meeting.

Concurrence to award:

DocuSigned by:  
*Clifford M. Lawson*  
\_\_\_\_\_  
009C7D7ABB4A443...  
Clifford Lawson, Deputy Director

DocuSigned by:  
*Darin Tedford*  
\_\_\_\_\_  
59F02CD438AD40A...  
Darin Tedford, Assistant Director

DocuSigned by:  
*Kristina L. Swallow*  
\_\_\_\_\_  
C4B612FC2C1E4FB...  
Kristina Swallow, P.E., Director

Attachments:  
Unofficial Bid Results Report  
DBE Sub Approval  
BRAT Report



**Nevada Department of Transportation**  
**Unofficial Bid Results**  
 March 26, 2020

<b>Contract Number:</b> 3821	<b>Bid Opening Date and Time:</b> 3/26/2020 1:30 PM
<b>Designer:</b> Kimberly Goodwin	<b>Liquidated Damages:</b> \$6,500.00
<b>Senior Designer:</b> Brian Deal	<b>Working Days:</b> 200
<b>Estimate Range:</b> R31 \$13,500,000.01 to \$16,500,000	<b>District:</b> District 2
<b>Project Number:</b> SPSR-0659(001)	

**County:** Washoe  
**Location:** SR 659 South McCarran Boulevard, from South Virginia Street to SR 647 West 4th Street, in Washoe County  
**Description:** Cold mill and place bituminous surface with open grade and ADA improvements

	Actual Bid
<b>Apparent Low Bidder:</b> Granite Construction Company	\$18,464,464.00
<b>Apparent 2nd:</b> Road and Highway Builders LLC	\$18,989,989.00
<b>Apparent 3rd:</b> Q & D Construction LLC	\$20,420,000.00

Bidders:	Certificate of Eligibility	Actual Bid Amount
1 Granite Construction Company 585 West Beach Street Watsonville, CA 95076 (831) 724-1011	✓	\$18,464,464.00
2 Road and Highway Builders LLC 175 Salomon Circle Ste #103 Sparks, NV 89434 (775) 852-7283	✓	\$18,989,989.00
3 Q & D Construction LLC 1050 South 21st Street Sparks, NV 89431 (775) 786-2677	✓	\$20,420,000.00

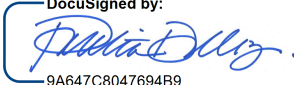


1263 South Stewart Street  
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Fax: (775) 888-7235

**MEMORANDUM**  
**Contract Compliance**

**March 31, 2020**

**To:** Doug Benamati, Deputy Chief – Administrative services

**From:** Paulita De La Cruz, DBE Specialist   
9A647C8047694B9...

**Subject:** NDOT Bidder DBE Information – Contract no. 3821, SR 659, South McCarran Boulevard, from South Virginia Street to SR 647, West 4th Street, in Washoe County, to Cold mill and place bituminous surface with open grade and ADA improvements

Apparent low bid: \$18,464,464.00

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The SBE information for Titan Electrical Contracting, Inc. submitted by the apparent low bidder, Granite Construction Company, has been received by the DBE Program office and we have concluded:

Titan Electrical Contracting, Inc. holds active State of Nevada business and Nevada State Contractors Board licenses and is a Nevada certified SBE firm. Titan Electrical Contracting, Inc. is also clear of State disqualification and Federal exclusion.

The SBE goal of 7.73% has been met with a 24.29% SBE committed participation by the apparent low bidder, Granite Construction Company.

The SBE firm is approved for this contract.

cc: Contract Services  
Contract Compliance  
Teri Lewis, Title VI/DBE Manager  
Julie Boyster, Asst. Title VI/DBE Manager



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Carson City, Nevada 89712  
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**MEMORANDUM**  
**Administrative Services**

April 15, 2020

**To: Doug Benamati, Deputy Chief - Administrative Services**  
**From: Bid Review and Analysis Team**  
**Subject: BRAT Summary Report for Contract #3821.**

The Bid Review and Analysis Team (BRAT) met on April 7, 2020, to discuss bids for the above referenced contract. The following were in attendance:

- Sharon Foerschler, Chief Construction Engineer
- Scott Hein, Chief Roadway Design Engineer
- Steven Lani, Professional Engineer
- John L'Etoile, Landscape Architect Supervisor
- Andrew Lawrence, Professional Engineer
- Shawn Paterson, Professional Engineer
- Barb Santner, Landscape Architect
- Brian Deal, Associate Engineer
- Mark Caffaratti, Professional Engineer
- Eric Macgill, Associate Engineer
- Garett, Rogers, Engineering Technician
- Kevin Maxwell, Professional Engineer
- Jesse Smithson, Associate Engineer
- Kimberly Diegle, Professional Engineer
- Laura Wiggins, Associate Engineer
- Lisa Harris, Landscape Architect
- Michael West, Landscape Architect
- Ryan Hornback, Professional Engineer
- Doug Benamati, Deputy Chief - Administrative Services
- Tianne Simpson, Contract Services Manager
- Jasen Stoffer, Administrative Services

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

The apparent low bidder, Granite Construction Company submitted a bid which is 127% of the Engineer's Estimate. The BRAT recommends award of this contract.

Submitted:

DocuSigned by:  
*Sharon Foerschler*

87A4C69A4CB7477  
Sharon Foerschler, BRAT Co-Chair

DocuSigned by:  
*Scott Hein*

E7F2D4566AC6488  
Scott Hein, BRAT Co-Chair

cc: Attendees  
Dennis Gallagher, Legal  
Design Admin

**Bid Tabulation****- March 26, 2020 -**

**Contract No.:** 3821  
**Description:** Cold mill and place bituminous surface with open grade and ADA improvements  
**Location:** SR 659 South McCarran Boulevard, from South Virginia Street to SR 647 West 4th Street, in Washoe County  
**Bid Opening:** March 26, 2020, 1:30 PM

**Project No.:** SPSR-0659(001)  
**Project Id:** 74043  
**County:** Washoe  
**Range:** R31 (\$13,500,000.01 to \$16,500,000.00)  
**Working:** 200

Item No.	Quantity	Unit	Description	Engineer's Estimate		Granite Construction Company		Road and Highway Builders		Q & D Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2000100	50.000	HOUR	SURVEY CREW	\$225.00	\$11,250.00	\$268.40	\$13,420.00	\$200.00	\$10,000.00	\$150.00	\$7,500.00
2010230	18.000	EACH	TRIM TREES	\$300.00	\$5,400.00	\$500.00	\$9,000.00	\$200.00	\$3,600.00	\$500.00	\$9,000.00
2010250	42.000	EACH	REMOVE TREES	\$500.00	\$21,000.00	\$500.00	\$21,000.00	\$400.00	\$16,800.00	\$500.00	\$21,000.00
2020160	5.000	LINFT	REMOVAL OF EXPANSION JOINTS	\$45.00	\$225.00	\$200.00	\$1,000.00	\$1,000.00	\$5,000.00	\$60.00	\$300.00
2020175	189.000	LINFT	REMOVAL OF COMPRESSION JOINT SEAL	\$50.00	\$9,450.00	\$15.00	\$2,835.00	\$40.00	\$7,560.00	\$57.00	\$10,773.00
2020285	727.000	LINFT	REMOVAL OF CULVERT PIPE	\$40.00	\$29,080.00	\$14.00	\$10,178.00	\$60.00	\$43,620.00	\$30.00	\$21,810.00
2020925	19.000	EACH	REMOVAL OF PULL BOX	\$300.00	\$5,700.00	\$190.00	\$3,610.00	\$150.00	\$2,850.00	\$200.00	\$3,800.00
2020935	9,743.560	CUYD	REMOVAL OF COMPOSITE SURFACE	\$60.00	\$584,613.60	\$65.00	\$633,331.40	\$50.00	\$487,178.00	\$110.00	\$1,071,791.60
2020955	1,632.000	LINFT	REMOVAL OF BITUMINOUS SHOULDER DIKE	\$1.00	\$1,632.00	\$0.70	\$1,142.40	\$12.00	\$19,584.00	\$7.00	\$11,424.00
2020990	273,966.900	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$2.15	\$589,028.84	\$2.90	\$794,504.01	\$5.00	\$1,369,834.50	\$3.15	\$862,995.74
2020995	2,978.890	SQYD	REMOVAL OF BITUMINOUS SURFACE (MISCELLANEOUS COLD MILLING)	\$8.00	\$23,831.12	\$4.00	\$11,915.56	\$5.00	\$14,894.45	\$2.00	\$5,957.78
2021025	1.000	EACH	REMOVAL OF BOLLARD	\$220.00	\$220.00	\$150.00	\$150.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
2021040	2.000	EACH	REMOVAL OF DROP INLET	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00	\$2,500.00	\$5,000.00	\$1,625.00	\$3,250.00
2021231	260.000	LINFT	REMOVAL OF SLOTTED DRAIN	\$50.00	\$13,000.00	\$24.00	\$6,240.00	\$60.00	\$15,600.00	\$85.00	\$22,100.00
2030140	173.200	CUYD	ROADWAY EXCAVATION	\$75.00	\$12,990.00	\$25.00	\$4,330.00	\$70.00	\$12,124.00	\$83.00	\$14,375.60
2060110	1,397.900	CUYD	STRUCTURE EXCAVATION	\$65.00	\$90,863.50	\$160.00	\$223,664.00	\$60.00	\$83,874.00	\$25.00	\$34,947.50
2070110	299.400	CUYD	GRANULAR BACKFILL	\$100.00	\$29,940.00	\$25.00	\$7,485.00	\$60.00	\$17,964.00	\$45.00	\$13,473.00
2110340	141.000	SQYD	MULCHING	\$100.00	\$14,100.00	\$50.00	\$7,050.00	\$25.00	\$3,525.00	\$50.00	\$7,050.00
2120610	25.000	EACH	TREE	\$1,000.00	\$25,000.00	\$800.00	\$20,000.00	\$1,000.00	\$25,000.00	\$800.00	\$20,000.00
2120801	1,457.000	SQYD	DECORATIVE ROCK (TYPE A)	\$20.00	\$29,140.00	\$40.00	\$58,280.00	\$15.00	\$21,855.00	\$40.00	\$58,280.00
2130640	1.000	LS	ADJUST IRRIGATION SYSTEM	\$31,500.00	\$31,500.00	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00	\$44,000.00	\$44,000.00
3020140	7,728.700	CUYD	TYPE 1 CLASS B AGGREGATE BASE	\$55.00	\$425,078.50	\$94.00	\$726,497.80	\$50.00	\$386,435.00	\$149.00	\$1,151,576.30
4020100	15,932.030	SQYD	PLANTMIXING MISCELLANEOUS AREAS	\$12.00	\$191,184.36	\$15.00	\$238,980.45	\$8.00	\$127,456.24	\$10.00	\$159,320.30
4020130	1,624.000	LINFT	PLANTMIX BITUMINOUS SHOULDER DIKES	\$9.00	\$14,616.00	\$8.00	\$12,992.00	\$15.00	\$24,360.00	\$11.00	\$17,864.00
4020180	37,552.000	TON	PLANTMIX SURFACING (TYPE 2) (WET)	\$82.00	\$3,079,264.00	\$90.00	\$3,379,680.00	\$86.00	\$3,229,472.00	\$85.00	\$3,191,920.00
4030110	10,538.000	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$115.00	\$1,211,870.00	\$124.00	\$1,306,712.00	\$195.00	\$2,054,910.00	\$135.00	\$1,422,630.00
4060120	4,594.000	SQYD	PRIME COAT	\$1.00	\$4,594.00	\$3.00	\$13,782.00	\$3.00	\$13,782.00	\$1.50	\$6,891.00
4070190	5.000	TON	EMULSIFIED ASPHALT, TYPE SS-1H (DILUTED)	\$1,200.00	\$6,000.00	\$750.00	\$3,750.00	\$1,000.00	\$5,000.00	\$900.00	\$4,500.00
4070240	16.000	TON	SAND BLOTTER	\$50.00	\$800.00	\$100.00	\$1,600.00	\$80.00	\$1,280.00	\$35.00	\$560.00
4960130	1.000	SQYD	BRIDGE DECK PREPARATION AND CONCRETE PLACEMENT	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00
4960160	131.000	POUND	POLYMER CONCRETE AGGREGATE	\$0.50	\$65.50	\$1.25	\$163.75	\$3.00	\$393.00	\$2.00	\$262.00
4960170	19.000	POUND	POLYMER CONCRETE RESIN	\$10.00	\$190.00	\$9.00	\$171.00	\$12.00	\$228.00	\$3.60	\$68.40
4970100	5,006.000	SQYD	BRIDGE DECK PREPARATION	\$4.00	\$20,024.00	\$8.00	\$40,048.00	\$5.00	\$25,030.00	\$2.55	\$12,765.30
4970110	5,006.000	SQYD	THIN BONDED MULTILAYER OVERLAY	\$40.00	\$200,240.00	\$41.00	\$205,246.00	\$30.00	\$150,180.00	\$52.00	\$260,312.00
5020360	1.000	FA	CONCRETE BRIDGE DECK REPAIR	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5020370	1.000	LS	CONCRETE SUPERSTRUCTURE REPAIR	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
5020650	45,047.000	SQFT	GRIND CONCRETE DECK SLAB	\$8.00	\$360,376.00	\$2.00	\$90,094.00	\$1.00	\$45,047.00	\$0.75	\$33,785.25
5020750	21.870	CUYD	CLASS AA CONCRETE (MINOR)	\$2,000.00	\$43,740.00	\$1,000.00	\$21,870.00	\$3,500.00	\$76,545.00	\$1,500.00	\$32,805.00
5020760	28.110	CUYD	CLASS AA CONCRETE (ISLAND PAVING)	\$600.00	\$16,866.00	\$625.00	\$17,568.75	\$450.00	\$12,649.50	\$510.00	\$14,336.10
5020770	607.080	CUYD	CLASS AA CONCRETE (ISLAND PAVING) (SPECIAL)	\$600.00	\$364,248.00	\$730.00	\$443,168.40	\$700.00	\$424,956.00	\$700.00	\$424,956.00
5021700	611.000	LINFT	EXPANSION JOINT SEALANT	\$60.00	\$36,660.00	\$6.00	\$3,666.00	\$40.00	\$24,440.00	\$30.00	\$18,330.00
5022040	189.000	LINFT	PREFORMED JOINT FILLER, (4-INCH)	\$75.00	\$14,175.00	\$85.00	\$16,065.00	\$80.00	\$15,120.00	\$100.00	\$18,900.00
5022050	1.000	EACH	CONCRETE PIPE COLLAR	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00
5050100	276.000	POUND	REINFORCING STEEL	\$15.00	\$4,140.00	\$1.00	\$276.00	\$8.00	\$2,208.00	\$1.65	\$455.40
5060900	1.000	EACH	BOLLARDS	\$1,600.00	\$1,600.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00
6000100	20.000	LINFT	TRENCH DRAIN	\$600.00	\$12,000.00	\$300.00	\$6,000.00	\$300.00	\$6,000.00	\$465.00	\$9,300.00

# Bid Tabulation

- March 26, 2020 -

Item No.	Quantity	Unit	Description	Engineer's Estimate		Granite Construction Company		Road and Highway Builders		Q & D Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
6030110	628.000	LINFT	12-INCH REINFORCED CONCRETE PIPE, CLASS III	\$120.00	\$75,360.00	\$21.00	\$13,188.00	\$250.00	\$157,000.00	\$130.00	\$81,640.00
6030230	140.000	LINFT	24-INCH REINFORCED CONCRETE PIPE, CLASS III	\$120.00	\$16,800.00	\$35.00	\$4,900.00	\$300.00	\$42,000.00	\$190.00	\$26,600.00
6042395	1.000	EACH	12-INCH METAL END SECTION	\$450.00	\$450.00	\$160.00	\$160.00	\$1,000.00	\$1,000.00	\$1,180.00	\$1,180.00
6042625	260.000	LINFT	15-INCH SLOTTED CORR. METAL PIPE DRAIN (16 GAGE)	\$60.00	\$15,600.00	\$80.00	\$20,800.00	\$300.00	\$78,000.00	\$143.00	\$37,180.00
6080150	1.000	EACH	EMBANKMENT PROTECTOR, TYPE 5	\$5,100.00	\$5,100.00	\$5,800.00	\$5,800.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00
6080230	1.000	EACH	ANCHOR ASSEMBLY (12-INCH)	\$550.00	\$550.00	\$445.00	\$445.00	\$500.00	\$500.00	\$1,300.00	\$1,300.00
6080350	12.000	LINFT	12-INCH DOWNDRAIN PIPE	\$120.00	\$1,440.00	\$60.00	\$720.00	\$800.00	\$9,600.00	\$200.00	\$2,400.00
6090260	101.000	EACH	ADJUSTING MANHOLE COVERS (METHOD B)	\$1,500.00	\$151,500.00	\$3,000.00	\$303,000.00	\$600.00	\$60,600.00	\$1,350.00	\$136,350.00
6090270	2.000	EACH	ADJUSTING MANHOLE COVERS (METHOD C)	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00	\$1,350.00	\$2,700.00
6090380	1.000	EACH	TYPE 1 MANHOLE (MODIFIED)	\$6,500.00	\$6,500.00	\$950.00	\$950.00	\$5,000.00	\$5,000.00	\$11,700.00	\$11,700.00
6090600	105.000	EACH	ADJUSTING VALVE COVERS (METHOD B)	\$1,000.00	\$105,000.00	\$1,500.00	\$157,500.00	\$500.00	\$52,500.00	\$1,100.00	\$115,500.00
6090610	13.000	EACH	ADJUSTING VALVE COVERS (METHOD C)	\$800.00	\$10,400.00	\$1,500.00	\$19,500.00	\$500.00	\$6,500.00	\$1,250.00	\$16,250.00
6090620	24.000	EACH	ADJUST DROP INLET	\$1,700.00	\$40,800.00	\$2,500.00	\$60,000.00	\$1,200.00	\$28,800.00	\$1,600.00	\$38,400.00
6091030	270.000	POUND	CASTINGS	\$2.50	\$675.00	\$7.00	\$1,890.00	\$4.00	\$1,080.00	\$6.30	\$1,701.00
6091040	690.000	POUND	STRUCTURAL STEEL GRATES	\$2.50	\$1,725.00	\$2.00	\$1,380.00	\$4.00	\$2,760.00	\$3.50	\$2,415.00
6130120	1.000	EACH	SIDEWALK UNDERDRAIN	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00
6130130	141.640	SQYD	DETECTABLE WARNINGS	\$325.00	\$46,033.00	\$280.00	\$39,659.20	\$150.00	\$21,246.00	\$390.00	\$55,239.60
6130240	259.000	LINFT	CLASS AA CONCRETE CURB (TYPE 2)	\$35.00	\$9,065.00	\$34.00	\$8,806.00	\$30.00	\$7,770.00	\$31.80	\$8,236.20
6130260	33,696.000	LINFT	CLASS AA CONCRETE CURB (TYPE 3)	\$25.00	\$842,400.00	\$16.25	\$547,560.00	\$20.00	\$673,920.00	\$24.50	\$825,552.00
6130770	603.000	LINFT	CLASS AA CONCRETE CURB AND GUTTER (SPECIAL)	\$40.00	\$24,120.00	\$36.75	\$22,160.25	\$30.00	\$18,090.00	\$31.60	\$19,054.80
6130780	127.000	LINFT	CLASS AA CONCRETE CURB AND GUTTER (TYPE 1)	\$40.00	\$5,080.00	\$40.00	\$5,080.00	\$35.00	\$4,445.00	\$37.00	\$4,699.00
6130830	1,663.000	LINFT	CLASS AA CONCRETE CURB AND GUTTER (TYPE 5)	\$27.00	\$44,901.00	\$40.00	\$66,520.00	\$35.00	\$58,205.00	\$32.00	\$53,216.00
6130850	122.000	LINFT	CLASS AA CONCRETE CURB AND GUTTER (TYPE 6)	\$40.00	\$4,880.00	\$40.00	\$4,880.00	\$35.00	\$4,270.00	\$46.00	\$5,612.00
6130890	10,571.000	LINFT	CLASS AA CONCRETE CURB AND GUTTER (TYPE 8)	\$30.00	\$317,130.00	\$20.00	\$211,420.00	\$30.00	\$317,130.00	\$29.00	\$306,559.00
6131140	370.800	SQYD	CLASS AA CONCRETE SIDEWALK (4-INCH)	\$65.00	\$24,102.00	\$75.00	\$27,810.00	\$85.00	\$31,518.00	\$57.00	\$21,135.60
6131270	130.740	SQYD	CLASS AA CONCRETE DRIVEWAY (6-INCH)	\$75.00	\$9,805.50	\$85.00	\$11,112.90	\$85.00	\$11,112.90	\$73.00	\$9,544.02
6131300	324.350	SQYD	CLASS AA CONCRETE DRIVEWAY (9-INCH) (REINFORCED)	\$100.00	\$32,435.00	\$120.00	\$38,922.00	\$40.00	\$12,974.00	\$119.00	\$38,597.65
6131430	963.440	SQYD	CLASS AA CONCRETE RAMP (4-INCH)	\$100.00	\$96,344.00	\$215.00	\$207,139.60	\$40.00	\$38,537.60	\$92.00	\$88,636.48
6161470	350.000	LINFT	TEMPORARY FENCE	\$10.00	\$3,500.00	\$27.00	\$9,450.00	\$9.00	\$3,150.00	\$7.70	\$2,695.00
6180250	500.000	LINFT	REMOVE AND RESET GUARDRAIL	\$12.00	\$6,000.00	\$8.00	\$4,000.00	\$9.00	\$4,500.00	\$8.00	\$4,000.00
6180600	50.000	LINFT	RECONSTRUCT GUARDRAIL	\$125.00	\$6,250.00	\$57.00	\$2,850.00	\$110.00	\$5,500.00	\$57.00	\$2,850.00
6190170	419.000	EACH	SPECIAL GUIDE POSTS	\$110.00	\$46,090.00	\$85.00	\$35,615.00	\$40.00	\$16,760.00	\$90.00	\$37,710.00
6190240	10.000	EACH	REFLECTIVE MARKERS (TWO-WAY)	\$25.00	\$250.00	\$20.00	\$200.00	\$50.00	\$500.00	\$21.00	\$210.00
6190270	59.000	EACH	OBJECT MARKERS, TYPE 2 (MODIFIED)	\$115.00	\$6,785.00	\$110.00	\$6,490.00	\$150.00	\$8,850.00	\$110.00	\$6,490.00
6190280	37.000	EACH	OBJECT MARKERS, TYPE 3	\$130.00	\$4,810.00	\$110.00	\$4,070.00	\$150.00	\$5,550.00	\$110.00	\$4,070.00
6210100	31.000	EACH	PERPETUATE SURVEY MONUMENTS	\$1,500.00	\$46,500.00	\$2,500.00	\$77,500.00	\$1,000.00	\$31,000.00	\$1,450.00	\$44,950.00
6230201	21.000	EACH	ITS VAULT	\$4,300.00	\$90,300.00	\$6,230.00	\$130,830.00	\$5,000.00	\$105,000.00	\$6,300.00	\$132,300.00
6230225	3.000	EACH	NO. 3-1/2 PULL BOX	\$600.00	\$1,800.00	\$780.00	\$2,340.00	\$1,000.00	\$3,000.00	\$780.00	\$2,340.00
6230230	9.000	EACH	NO. 5 PULL BOX	\$800.00	\$7,200.00	\$960.00	\$8,640.00	\$1,400.00	\$12,600.00	\$960.00	\$8,640.00
6230232	17.000	EACH	NO. 5 PULL BOX, MODIFIED	\$1,000.00	\$17,000.00	\$1,150.00	\$19,550.00	\$1,500.00	\$25,500.00	\$1,150.00	\$19,550.00
6230236	25.000	EACH	NO. 7 PULL BOX, MODIFIED	\$1,350.00	\$33,750.00	\$2,260.00	\$56,500.00	\$1,600.00	\$40,000.00	\$2,260.00	\$56,500.00
6230267	1.000	EACH	LUMINAIRE, TYPE A	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$1,800.00	\$1,800.00	\$700.00	\$700.00
6230515	1.000	EACH	PEDESTRIAN PUSH BUTTON POST	\$1,175.00	\$1,175.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00
6230645	1.000	EACH	STEEL POLE, TYPE 35A	\$20,000.00	\$20,000.00	\$26,450.00	\$26,450.00	\$15,000.00	\$15,000.00	\$26,450.00	\$26,450.00
6230653	8.000	EACH	ITS POLE (30 FOOT)	\$5,400.00	\$43,200.00	\$10,620.00	\$84,960.00	\$15,000.00	\$120,000.00	\$10,620.00	\$84,960.00
6230715	186.000	EACH	MODIFY TRAFFIC SIGNAL HEAD	\$275.00	\$51,150.00	\$90.00	\$16,740.00	\$100.00	\$18,600.00	\$90.00	\$16,740.00
6230740	1.000	EACH	PEDESTRIAN SIGNAL HEAD 2W	\$1,525.00	\$1,525.00	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00
6230770	30.000	EACH	PEDESTRIAN PUSH BUTTON WITH SIGN	\$750.00	\$22,500.00	\$1,850.00	\$55,500.00	\$1,500.00	\$45,000.00	\$1,850.00	\$55,500.00
6230775	217.000	EACH	LOOP DETECTOR	\$575.00	\$124,775.00	\$640.00	\$138,880.00	\$600.00	\$130,200.00	\$640.00	\$138,880.00
6231061	10.000	EACH	COMMUNICATION CABINET	\$8,500.00	\$85,000.00	\$13,400.00	\$134,000.00	\$15,000.00	\$150,000.00	\$13,400.00	\$134,000.00
6231259	660.000	LINFT	ETHERNET CABLE	\$2.50	\$1,650.00	\$2.00	\$1,320.00	\$5.00	\$3,300.00	\$2.00	\$1,320.00
6231261	20.000	EACH	FIELD HARDENED ETHERNET SWITCH	\$7,725.00	\$154,500.00	\$7,356.00	\$147,120.00	\$8,000.00	\$160,000.00	\$7,356.00	\$147,120.00



## Bid Tabulation

- March 26, 2020 -

Item No.	Quantity	Unit	Description	Engineer's Estimate		Granite Construction Company		Road and Highway Builders		Q & D Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
6231325	1.000	EACH	REMOVAL OF EXISTING TRAFFIC SIGNAL HEAD	\$545.00	\$545.00	\$1,154.00	\$1,154.00	\$500.00	\$500.00	\$1,154.00	\$1,154.00
6231345	1.000	EACH	REMOVAL OF EXISTING SIGNAL POLE	\$2,000.00	\$2,000.00	\$4,181.00	\$4,181.00	\$1,500.00	\$1,500.00	\$4,181.00	\$4,181.00
6231395	41.000	EACH	REMOVE PEDESTRIAN PUSH BUTTON AND SIGN	\$120.00	\$4,920.00	\$127.00	\$5,207.00	\$500.00	\$20,500.00	\$127.00	\$5,207.00
6231495	1.000	EACH	REMOVE AND RESET PEDESTRIAN PUSH BUTTON WITH SIGN	\$350.00	\$350.00	\$561.00	\$561.00	\$1,200.00	\$1,200.00	\$561.00	\$561.00
6231790	2,090.000	LINFT	1 1/4-INCH CONDUIT	\$4.00	\$8,360.00	\$23.00	\$48,070.00	\$25.00	\$52,250.00	\$23.00	\$48,070.00
6231820	44,319.000	LINFT	3-INCH CONDUIT	\$22.00	\$975,018.00	\$29.50	\$1,307,410.50	\$25.00	\$1,107,975.00	\$25.00	\$1,107,975.00
6231825	594.000	LINFT	3-INCH CONDUIT(METAL)	\$28.00	\$16,632.00	\$59.00	\$35,046.00	\$60.00	\$35,640.00	\$59.00	\$35,046.00
6231835	594.000	LINFT	4-INCH CONDUIT(METAL)	\$90.00	\$53,460.00	\$63.50	\$37,719.00	\$65.00	\$38,610.00	\$63.50	\$37,719.00
6231850	39,295.000	LINFT	4-INCH MULTIDUCT CONDUIT	\$10.00	\$392,950.00	\$36.00	\$1,414,620.00	\$35.00	\$1,375,325.00	\$33.00	\$1,296,735.00
6231980	11,105.000	LINFT	NO. 8 CONDUCTOR	\$1.10	\$12,215.50	\$1.30	\$14,436.50	\$3.00	\$33,315.00	\$1.30	\$14,436.50
6231990	1,062.000	LINFT	NO. 12 CONDUCTOR	\$1.00	\$1,062.00	\$1.00	\$1,062.00	\$2.00	\$2,124.00	\$1.00	\$1,062.00
6231995	22.000	LINFT	NO. 14 CONDUCTOR	\$0.90	\$19.80	\$1.50	\$33.00	\$2.00	\$44.00	\$1.50	\$33.00
6232045	311.000	LINFT	5 CONDUCTOR NO. 14 CABLE	\$4.00	\$1,244.00	\$2.10	\$653.10	\$5.00	\$1,555.00	\$2.10	\$653.10
6232070	717.000	LINFT	15 CONDUCTOR NO. 14 CABLE	\$4.25	\$3,047.25	\$3.70	\$2,652.90	\$6.00	\$4,302.00	\$3.70	\$2,652.90
6232090	1,492.000	LINFT	25 CONDUCTOR NO. 14 CABLE	\$6.00	\$8,952.00	\$8.10	\$12,085.20	\$6.00	\$8,952.00	\$8.10	\$12,085.20
6232125	198.000	LINFT	6 PAIR CONDUCTOR NO. 22 CABLE	\$3.50	\$693.00	\$2.70	\$534.60	\$8.00	\$1,584.00	\$2.70	\$534.60
6232175	40,891.000	LINFT	FIBER OPTIC CABLE	\$5.50	\$224,900.50	\$3.70	\$151,296.70	\$5.00	\$204,455.00	\$3.70	\$151,296.70
6232179	7,807.000	LINFT	FIBER OPTIC BRANCH CABLE	\$7.00	\$54,649.00	\$3.80	\$29,666.60	\$8.00	\$62,456.00	\$3.80	\$29,666.60
6232210	1.000	EACH	ILLUMINATED STREET NAME SIGN, DOUBLE FACE (8-FOOT)	\$4,080.00	\$4,080.00	\$4,160.00	\$4,160.00	\$4,000.00	\$4,000.00	\$4,160.00	\$4,160.00
6232475	1.000	EACH	SIGNAL HEAD 2W3C, BRACKET	\$2,000.00	\$2,000.00	\$1,850.00	\$1,850.00	\$3,000.00	\$3,000.00	\$1,850.00	\$1,850.00
6232520	1.000	EACH	SIGNAL HEAD 3W3C, BRACKET	\$2,550.00	\$2,550.00	\$2,520.00	\$2,520.00	\$3,500.00	\$3,500.00	\$2,520.00	\$2,520.00
6232530	1.000	EACH	SIGNAL HEAD 1W3C, MAST ARM	\$1,000.00	\$1,000.00	\$930.00	\$930.00	\$2,500.00	\$2,500.00	\$930.00	\$930.00
6232645	3,137.000	LINFT	LEAD-IN CABLE FOR LOOP DETECTORS	\$1.20	\$3,764.40	\$1.40	\$4,391.80	\$10.00	\$31,370.00	\$1.40	\$4,391.80
6232895	688.000	LINFT	DIRECTIONAL DRILLING	\$85.00	\$58,480.00	\$150.00	\$103,200.00	\$150.00	\$103,200.00	\$150.00	\$103,200.00
6232910	2.000	EACH	EXTENSION POLE	\$1,675.00	\$3,350.00	\$2,000.00	\$4,000.00	\$7,000.00	\$14,000.00	\$2,000.00	\$4,000.00
6232915	13.000	EACH	INTEGRATED FIBER OPTIC SPLICE/TERMINATION UNIT (UNDERGROUND)	\$5,200.00	\$67,600.00	\$1,498.00	\$19,474.00	\$2,500.00	\$32,500.00	\$1,500.00	\$19,500.00
6233030	10.000	EACH	CCTV CAMERA (PTZ)	\$8,000.00	\$80,000.00	\$8,510.00	\$85,100.00	\$10,000.00	\$100,000.00	\$8,510.00	\$85,100.00
6240130	1.000	FA	UNIFORMED TRAFFIC CONTROL OFFICER	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00
6240140	200.000	DAY	TRAFFIC CONTROL SUPERVISOR	\$1,000.00	\$200,000.00	\$1,000.00	\$200,000.00	\$800.00	\$160,000.00	\$300.00	\$60,000.00
6240280	20.000	HOUR	RENT EQUIPMENT (DUMP TRUCK)	\$120.00	\$2,400.00	\$115.00	\$2,300.00	\$140.00	\$2,800.00	\$130.00	\$2,600.00
6240420	20.000	HOUR	RENT EQUIPMENT (BACKHOE)	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$180.00	\$3,600.00	\$135.00	\$2,700.00
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$395,000.00	\$395,000.00	\$969,000.00	\$969,000.00	\$1,667,439.79	\$1,667,439.79	\$2,508,085.14	\$2,508,085.14
6270190	1,238.030	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$80.00	\$99,042.40	\$105.00	\$129,993.15	\$100.00	\$123,803.00	\$105.00	\$129,993.15
6270220	16.000	SQFT	PERMANENT SIGN PANELS (PANELS ONLY)	\$55.00	\$880.00	\$80.00	\$1,280.00	\$90.00	\$1,440.00	\$80.00	\$1,280.00
6270240	1,008.370	SQFT	PERMANENT SIGNS, REMOVE	\$7.00	\$7,058.59	\$8.25	\$8,319.05	\$10.00	\$10,083.70	\$8.25	\$8,319.05
6270250	13.000	SQFT	PERMANENT SIGNS, REMOVE (PANEL ONLY)	\$15.00	\$195.00	\$8.25	\$107.25	\$10.00	\$130.00	\$8.25	\$107.25
6280120	1.000	LS	MOBILIZATION	\$805,681.53	\$805,681.53	\$1,830,690.25	\$1,830,690.25	\$1,850,000.00	\$1,850,000.00	\$2,000,000.00	\$2,000,000.00
6320830	12,146.000	LINFT	EPOXY PAVEMENT STRIPING (8-INCH DOTTED WHITE)	\$1.00	\$12,146.00	\$0.37	\$4,494.02	\$1.00	\$12,146.00	\$0.38	\$4,615.48
6320870	14.000	MILE	EPOXY PAVEMENT STRIPING (BROKEN WHITE)	\$1,500.00	\$21,000.00	\$900.00	\$12,600.00	\$2,000.00	\$28,000.00	\$900.00	\$12,600.00
6320910	11.000	MILE	EPOXY PAVEMENT STRIPING (SOLID WHITE)	\$1,500.00	\$16,500.00	\$2,000.00	\$22,000.00	\$3,000.00	\$33,000.00	\$2,000.00	\$22,000.00
6320940	3.000	MILE	EPOXY PAVEMENT STRIPING (8-INCH SOLID WHITE)	\$3,500.00	\$10,500.00	\$3,825.00	\$11,475.00	\$4,000.00	\$12,000.00	\$3,825.00	\$11,475.00
6321010	16.000	MILE	EPOXY PAVEMENT STRIPING (SOLID YELLOW)	\$2,000.00	\$32,000.00	\$2,000.00	\$32,000.00	\$3,000.00	\$48,000.00	\$2,000.00	\$32,000.00
6321020	1,090.000	LINFT	EPOXY PAVEMENT STRIPING (8-INCH SOLID YELLOW)	\$1.00	\$1,090.00	\$7.75	\$8,447.50	\$1.00	\$1,090.00	\$7.75	\$8,447.50
6321070	294.000	LINFT	EPOXY PAVEMENT STRIPING (DOUBLE SOLID YELLOW)	\$2.00	\$588.00	\$1.50	\$441.00	\$2.00	\$588.00	\$1.50	\$441.00
6341030	20,424.000	LINFT	THERMOPLASTIC PAVEMENT MARKING (24-INCH SOLID WHITE)	\$12.00	\$245,088.00	\$12.50	\$255,300.00	\$3.00	\$61,272.00	\$12.50	\$255,300.00
6341060	12,989.540	SQFT	THERMOPLASTIC PAVEMENT MARKING (VARIES)	\$15.00	\$194,843.10	\$16.50	\$214,327.41	\$8.00	\$103,916.32	\$16.50	\$214,327.41
6370110	1.000	LS	TEMPORARY POLLUTION CONTROL	\$39,150.96	\$39,150.96	\$75,000.00	\$75,000.00	\$40,000.00	\$40,000.00	\$60,000.00	\$60,000.00
<b>Totals:</b>					<b>\$14,503,006.95</b>		<b>\$18,464,464.00</b>		<b>\$18,989,989.00</b>		<b>\$20,420,000.00</b>

## Price Sensitivity

- March 26, 2020 -

Contract No.: 3821  
 Project No.: SPSR-0659(001)  
 Project Id: 74043  
 County: Washoe  
 Range: R31 (\$13,500,000.01 to \$16,500,000.00)  
 Working: 200

RE: Andrew Lawrence  
 Designer: Kimberly Goodwin

Engineer's Estimate	Granite Construction	Road and Highway Builders	Diff. Between Low & 2nd	Diff Between EE & Low	Low Bid % of EE
\$14,503,006.95	\$18,464,464.00	\$18,989,989.00	\$525,525.00	\$3,961,457.05	127%

Item No.	Quantity	Unit	Description	Engineer's Est. Unit Price	Low Bid Unit Price	2nd Low Bid Unit Price	Qty Chg Req'd to Chg Bid Order	% Change in Qty Req'd	Low % of EE	Significantly Unbalanced	Price & Quantity Check Comments
2020935	9,743.560	CUYD	REMOVAL OF COMPOSITE SURFACE	\$60.00	\$65.00	\$50.00	35,035.00	360%	108%	No	EE OK / Verified QTY OK
2020990	273,966.900	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$2.15	\$2.90	\$5.00	-250,250.00	-91%	135%	No	EE OK / Verified QTY OK
2060110	1,397.900	CUYD	STRUCTURE EXCAVATION	\$65.00	\$160.00	\$60.00	5,255.25	376%	246%	Yes	EE OK / Verified QTY OK
2120801	1,457.000	SQYD	DECORATIVE ROCK (TYPE A)	\$20.00	\$40.00	\$15.00	21,021.00	1443%	200%	Yes	EE OK / Verified QTY OK
3020140	7,728.700	CUYD	TYPE 1 CLASS B AGGREGATE BASE	\$55.00	\$94.00	\$50.00	11,943.75	155%	171%	Yes	EE OK / Verified QTY OK
4020100	15,932.030	SQYD	PLANTMIXING MISCELLANEOUS AREAS	\$12.00	\$15.00	\$8.00	75,075.00	471%	125%	No	EE OK / Verified QTY OK
4020180	37,552.000	TON	PLANTMIX SURFACING (TYPE 2) (WET)	\$82.00	\$90.00	\$86.00	131,381.25	350%	110%	No	EE OK / Verified QTY OK
4030110	10,538.000	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$115.00	\$124.00	\$195.00	-7,401.76	-70%	108%	No	EE OK / Verified QTY OK
4970110	5,006.000	SQYD	THIN BONDED MULTILAYER OVERLAY	\$40.00	\$41.00	\$30.00	47,775.00	954%	103%	No	EE OK / Verified QTY OK
5020650	45,047.000	SQFT	GRIND CONCRETE DECK SLAB	\$8.00	\$2.00	\$1.00	525,525.00	1167%	25%	Yes	EE OK / Verified QTY OK
5020770	607.080	CUYD	CLASS AA CONCRETE (ISLAND PAVING) (SPECIAL)	\$600.00	\$730.00	\$700.00	17,517.50	2886%	122%	No	EE OK / Verified QTY OK
6030110	628.000	LINFT	12-INCH REINFORCED CONCRETE PIPE, CLASS III	\$120.00	\$21.00	\$250.00	-2,294.87	-365%	18%	Yes	EE OK / Verified QTY OK
6090260	101.000	EACH	ADJUSTING MANHOLE COVERS (METHOD B)	\$1,500.00	\$3,000.00	\$600.00	218.97	217%	200%	Yes	EE OK / Verified QTY OK
6090600	105.000	EACH	ADJUSTING VALVE COVERS (METHOD B)	\$1,000.00	\$1,500.00	\$500.00	525.53	501%	150%	No	EE OK / Verified QTY OK
6090620	24.000	EACH	ADJUST DROP INLET	\$1,700.00	\$2,500.00	\$1,200.00	404.25	1684%	147%	No	EE OK / Verified QTY OK
6130260	33,696.000	LINFT	CLASS AA CONCRETE CURB (TYPE 3)	\$25.00	\$16.25	\$20.00	-140,140.00	-416%	65%	Yes	EE OK / Verified QTY OK
6130830	1,663.000	LINFT	CLASS AA CONCRETE CURB AND GUTTER (TYPE 5)	\$27.00	\$40.00	\$35.00	105,105.00	6320%	148%	No	EE OK / Verified QTY OK
6130890	10,571.000	LINFT	CLASS AA CONCRETE CURB AND GUTTER (TYPE 8)	\$30.00	\$20.00	\$30.00	-52,552.50	-497%	67%	Yes	EE OK / Verified QTY OK
6131430	963.440	SQYD	CLASS AA CONCRETE RAMP (4-INCH)	\$100.00	\$215.00	\$40.00	3,003.00	312%	215%	Yes	EE OK / Verified QTY OK
6210100	31.000	EACH	PERPETUATE SURVEY MONUMENTS	\$1,500.00	\$2,500.00	\$1,000.00	350.35	1130%	167%	Yes	EE OK / Verified QTY OK
6230201	21.000	EACH	ITS VAULT	\$4,300.00	\$6,230.00	\$5,000.00	427.26	2035%	145%	No	EE a bit low (recent uptick in item prices), QTY is ok
6230236	25.000	EACH	NO. 7 PULL BOX, MODIFIED	\$1,350.00	\$2,260.00	\$1,600.00	796.25	3185%	167%	Yes	EE is ok, QTY is ok
6230653	8.000	EACH	ITS POLE (30 FOOT)	\$5,400.00	\$10,620.00	\$15,000.00	-119.98	-1500%	197%	Yes	EE is ok (could be a supply issue with tapered poles), QTY is ok
6230715	186.000	EACH	MODIFY TRAFFIC SIGNAL HEAD	\$275.00	\$90.00	\$100.00	-52,552.50	-28254%	33%	Yes	EE is ok, QTY is ok
6230770	30.000	EACH	PEDESTRIAN PUSH BUTTON WITH SIGN	\$750.00	\$1,850.00	\$1,500.00	1,501.50	5005%	247%	Yes	EE is ok, QTY should be 31
6230775	217.000	EACH	LOOP DETECTOR	\$575.00	\$640.00	\$600.00	13,138.13	6054%	111%	No	EE is ok, QTY should be 165
6231061	10.000	EACH	COMMUNICATION CABINET	\$8,500.00	\$13,400.00	\$15,000.00	-328.45	-3285%	158%	Yes	EE is ok, QTY is ok
6231261	20.000	EACH	FIELD HARDENED ETHERNET SWITCH	\$7,725.00	\$7,356.00	\$8,000.00	-816.03	-4080%	95%	No	EE is ok, QTY is ok
6231820	44,319.000	LINFT	3-INCH CONDUIT	\$22.00	\$29.50	\$25.00	116,783.33	264%	134%	No	EE is ok, QTY is ok
6231835	594.000	LINFT	4-INCH CONDUIT(METAL)	\$90.00	\$63.50	\$65.00	-350,350.00	-58981%	71%	Yes	EE is ok, QTY is ok
6231850	39,295.000	LINFT	4-INCH MULTIDUCT CONDUIT	\$10.00	\$36.00	\$35.00	525,525.00	1337%	360%	Yes	EE is ok (trenching cost added to 3 inch conduit), QTY is ok
6232175	40,891.000	LINFT	FIBER OPTIC CABLE	\$5.50	\$3.70	\$5.00	-404,250.00	-989%	67%	Yes	EE is ok, QTY is ok
6232179	7,807.000	LINFT	FIBER OPTIC BRANCH CABLE	\$7.00	\$3.80	\$8.00	-125,125.00	-1603%	54%	Yes	EE is ok, QTY is ok
6232895	688.000	LINFT	DIRECTIONAL DRILLING	\$85.00	\$150.00	\$150.00	N/A	N/A	176%	Yes	EE is low (should have been \$100), QTY is ok
6232915	13.000	EACH	INTEGRATED FIBER OPTIC SPLICE/TERMINATION UNIT	\$5,200.00	\$1,498.00	\$2,500.00	-524.48	-4034%	29%	Yes	EE is ok, QTY is ok
6233030	10.000	EACH	CCTV CAMERA (PTZ)	\$8,000.00	\$8,510.00	\$10,000.00	-352.70	-3527%	106%	No	EE should be \$8500, QTY is ok
6240140	200.000	DAY	TRAFFIC CONTROL SUPERVISOR	\$1,000.00	\$1,000.00	\$800.00	2,627.63	1314%	100%	No	EE OK / Verified QTY OK
6250490	1.000	LS	RENT TRAFFIC CONTROL DEVICES	\$395,000.00	\$969,000.00	\$1,667,439.79	N/A	N/A	245%	Yes	See Comments
6270190	1,238.030	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$80.00	\$105.00	\$100.00	105,105.00	8490%	131%	No	EE OK / Verified QTY OK
6280120	1.000	LS	MOBILIZATION	\$805,681.53	\$1,830,690.25	\$1,850,000.00	N/A	N/A	227%	Yes	EE Estimate at 6%, Contractors vary between 8.6%-10.3%
6341030	20,424.000	LINFT	THERMOPLASTIC PAVEMENT MARKING (24-INCH SOLID WHITE)	\$12.00	\$12.50	\$3.00	55,318.42	271%	104%	No	EE OK / Verified QTY OK
6341060	12,989.540	SQFT	THERMOPLASTIC PAVEMENT MARKING (VARIES)	\$15.00	\$16.50	\$8.00	61,826.47	476%	110%	No	EE OK / Verified QTY OK
6370110	1.000	LS	TEMPORARY POLLUTION CONTROL	\$39,150.96	\$75,000.00	\$40,000.00	N/A	N/A	192%	Yes	OK

**Additional Comments:** The Bid Review Analysis Team examined bids and has the following comments. 302 0140 Type 1 Class B Aggregate Base bid came in higher than expected. The Department required confirmation from the contractor that the quantity of aggregate base backfill for the conduit trenching is inclusive of the linear foot for the conduit, not the cubic yard pay item. Written clarification from the contractor was provided to verify the quantity of aggregate base is all inclusive and accounted for in the conduit linear foot price. The engineers estimate (EE) is low for 625 0490 Rent Traffic Control Devices; NDOT did not analyze multiple or concurrent work zones which are permissible on this Contract. 632 1850 4-Inch Multiduct conduit estimate is ok, 4" conduit will be installed in the same trench as the 3" conduit. The contractors bid Mobilization higher than expected (between 8.6%-10.3%); which exceeds NDOT standard of 6%. Minor errors in NDOT signal quantities. Recommend to award.

**Purpose and Need of Project:** McCarran Boulevard functions as an alternative corridor for traffic traveling between West Reno and South Reno. This section of McCarran conveys approximately 30,000 vehicles per day. The last major rehabilitation project on this section of road was completed by RTC Washoe in 2002, prior to NDOT taking over ownership of this section of the McCarran corridor in 2009. The intent of this project is to provide a cost effective rehabilitation of the roadway in order to avoid the costly requirements of a full depth roadway reconstruction; this project includes hydraulic improvements, safety improvements, and ADA/pedestrian improvements.

## **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):**

Granite Construction Company

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

<b>Street Address:</b> PO BOX 50085	<b>Website:</b> www.graniteconstruction.com
<b>City, State and Zip Code:</b> 95076	<b>Point of Contact Name:</b> Isabel Barron
<b>Telephone and Fax No.</b> 8317241011	<b>Email:</b> Isabel.barron@gcinc.com

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

<b>Street Address:</b> 1900 Glendale Ave	<b>Website:</b>
<b>City, State and Zip Code:</b> Sparks, NV 89432	<b>Point of Contact Name:</b>
<b>Local Telephone and Fax No.</b> 8317241011	<b>Email:</b>

**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.

<b>Full Name</b>	<b>Title</b>	<b>% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)</b>
Granite Construction Inc.	Parent	100%
x	x	x

\*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

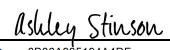
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

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

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.

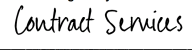
DocuSigned by:  
  
 Signature \_\_\_\_\_ Ashley Stinson \_\_\_\_\_  
 Director of Risk Management \_\_\_\_\_ Print Name \_\_\_\_\_  
 \_\_\_\_\_ 03/30/2020 \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

**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: \_\_\_\_\_

DocuSigned by:  
  
 Signature \_\_\_\_\_ Contract Services \_\_\_\_\_  
 \_\_\_\_\_ Print Name \_\_\_\_\_  
 Authorized NDOT Representative

ITEM #6 IS INTENTIONALLY LEFT BLANK





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

## MEMORANDUM

May 1, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: May 11, 2020 | Transportation Board of Directors Meeting

ITEM #7: Consideration for Approval of Agreements over \$300,000 - *For possible action*

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### 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 March 13, 2020 through April 9, 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 March 13, 2020 through April 9, 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 Attachment(s):**

- A.) State of Nevada Department of Transportation Agreements for Approval, March 13, 2020 through April 9, 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  
 March 13, 2020 through April 9, 2020

Attachment A

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement	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	08320 08420 08520 08620 08720	00	AZTEC ENGINEERING NEVADA, LLC HORROCKS ENGINEERS, INC. KCI TECHNOLOGIES, INC. T2 UES, INC. UTILITY MAPPING SERVICES, INC.	ON-CALL SUBSURFACE UTILITY ENGINEERING	N	\$5,500,000.00	-	-	\$5,500,000.00	-	05/11/2020	06/30/2024	-	Service Provider	Right-of-Way	Cliff	Craig	05-11-20: SUBSURFACE UTILITY ENGINEERING (SUE) ON-CALL LIST OF QUALIFIED PROVIDERS FOR FUTURE DEPARTMENT PROJECTS, RESULTING FROM RFP 794-19-030 WILL PERFORM FOUR QUALITY LEVELS (LEVELS D, C, B, AND A) OF UTILITY DESIGNATION WITHIN THE PROJECT LIMITS AS DESCRIBED IN AMERICAN SOCIETY OF CIVIL ENGINEERS STANDARD GUIDELINE 38-02. THESE LEVELS INCLUDE RECORDS SEARCH, FIELD SURVEYS OF VISIBLE ABOVE-GROUND UTILITY FACILITIES, DETERMINATION OF EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES AND THE USE OF VACUUM EXCAVATION EQUIPMENT TO DETERMINE THE PRECISE HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, STATEWIDE. NV B/L#: NVD20001105833, NVF19991246016, NVF20131684211, NVF20191540829, NVF20141714519-R PROPOSERS: AZTEC ENGINEERING NEVADA, LLC, HORROCKS ENGINEERS, INC., KCI TECHNOLOGIES, INC., T2 UES, INC., UTILITY MAPPING SERVICES, INC.
2	62617	01	AURIGO SOFTWARE TECHNOLOGIES	SYSTEM REPLACEMENT	N	\$11,365,500.00	\$11,410,000.00	-	\$22,775,500.00	-	12/17/2018	06/30/2024	05/11/2020	Service Provider	Information Technology	Felicia	Dave	AMD 1 05-11-20: INCREASE AUTHORITY BY \$11,410,000.00 FROM \$11,365,500.00 TO \$22,775,500.00 AND EXTEND TERMINATION DATE FROM 06-30-23 TO 06-30-24 TO ADD ADDITIONAL MODULES TO THE DEPARTMENT'S COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE SOLUTION AND PROFESSIONAL SERVICES TO DESIGN, CONFIGURE, AND IMPLEMENT THE FOLLOWING SIX (6) SYSTEMS: A REPLACEMENT OF UNSUPPORTED/LEGACY ELECTRONIC BIDDING SYSTEMS, INCLUDING: INTEGRATED RIGHT-OF-WAY INFORMATION NETWORK (IRWIN); E-PROCUREMENT AND TRACKING SYSTEM (EPATS); LOCAL PUBLIC AGENCY INDEX AND ADD A TRANSIT OPERATION MANAGEMENT SYSTEM (TOMS) AND COMMODITY AND EQUIPMENT PROCUREMENT SYSTEM.  12-17-18: PROVIDE A COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE SOLUTION AND PROFESSIONAL SERVICES TO DESIGN, CONFIGURE, AND IMPLEMENT A PROJECT ESTIMATING, FUNDING, AND SCHEDULING (PEFS) SYSTEM THAT WILL REPLACE THE FOLLOWING THREE (3) ANTIQUATED NDOT SYSTEMS: PROJECT SCHEDULING AND MANAGEMENT SYSTEM (PSAMS), BID ESTIMATE SYSTEM (IPD), AND FINANCIAL MANAGEMENT SYSTEM (FINMAN). PROVIDE ANALYSIS OF EXISTING DATA AND BUSINESS PROCESSES, SYSTEM SOFTWARE, SYSTEM AND WORKFLOW CONFIGURATION, SYSTEM MAINTENANCE, AND AS-NEEDED ENHANCEMENTS TO THE SYSTEMS AND SUPPORT (INCLUDING CONSULTING AND TECHNICAL SERVICES), AND MAINTAIN A CENTRALIZED SYSTEM TO BE USED BY DEPARTMENT STAFF, STATEWIDE. NV20181673598-R
3	78219	00	QUALITY CONSTRUCTION TESTING SERVICES, LLC	ENGINEERING SERVICES	N	\$3,295,933.22	-	-	\$3,295,933.22	-	05/11/2020	12/31/2023	-	Service Provider	Construction	Cliff	Sharon	05-11-20: PROFESSIONAL AND TECHNICAL ENGINEERING FIELD TESTING SERVICES FOR THE AUGMENTATION OF CREW 913 TO ENSURE THAT THE CONSTRUCTION OF THE SPAGHETTI BOWL XPRESS PROJECT, US 395/I-580 AND I-80 ARE ACCOMPLISHED IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS, AND ALL OTHER CONTRACT DOCUMENTS. THE SERVICE PROVIDER SHALL PROVIDE UP TO ONE (1) LEAD TESTER, THREE (3) TESTERS, TWO (2) NUCLEAR GAUGES, TRUCKS, COMPUTERS/IPADS AND CELL PHONES, WASHOE COUNTY. NV B/L#: NVD20101900202-R PROPOSERS: CONSTRUCTION MATERIALS ENGINEER, INC., GEOTECHNICAL AND ENVIRONMENTAL SERVICES, INC., NOVA GEOTECHNICAL AND INSPECTION SERVICES NORTHERN NEVADA, LLC, QUALITY CONSTRUCTION TESTING SERVICES, LLC

# Line Item 1

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

For Agreement Services Only

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

% Initial Budget Request      ¯ Request for Amendment #:      Agreement #:

If Amendment, name of Company:

Project ID #(s): 4IH@

Type of Services: 5H"0<GGĀ7N=LNKA<>@Ā9MDGDMQĀ2HBDH@@KDHBAĀ792

Originated by: /KDDMMIHĀ8N>F@K      Division: 6DBCM"IA":<Q      Date Originated: &'\$\$.\$'%&.

Division Head/District Engineer: 0K<DBĀ6@QHIG?LIH

Budget Category #: %+      Object #: -&)/5      Organization #: 0%(%

Estimated Cost: \*!\*%!!%#%      Type of Funding: 7M<M@      % of Fund: &%%

Funding Notes:      State Fiscal Year(s): '%&!Ā%'!Ā%'(!Ā%'')

~~3NH?LĀMIĀ=@Ā@PJ@H?@?ĀIO@KĀMC@ĀH@PMĀ)ĀADL>ĀGĀQ@KKE@=ĀĀ#@@@?ĀAIK~~

Financial Management:

DocuSigned by:  
*Donna Spelts*      12/23/2019  
6ABC3985622490...ure      Date

- % Requires Transportation Board Approval
- ¯ **Does not** require Transportation Board Approval

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

Project Accounting:

DocuSigned by:  
*Kathleen Meke*      01/02/2020  
9E9F10973C1B46E...      Date

Director:

DocuSigned by:  
*Kristina L. Swallow*      01/03/2020  
C4B812FC2C1E4FB...      Date

**STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION**

,.)"&."%(%)  
For Agreement Services Only

**Attachments:**

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



If Amendment, attach original Agreement here:

Any additional information to attach:

:@L



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

7@@Ä<MM<>C@?#

**Scope of Services:**

7@@Ä<MM<>C@?#

Justification for replacement on-call SUE provider list

Subsurface Utility Engineering or SUE is a nondestructive engineering method of detecting and locating underground utilities to reduce risk during construction. It employs various technologies such as Ground Penetrating Radar (GPR), Light Detection and Ranging (LiDAR) to determine general positions of utility facilities. The highest quality level employs vacuum excavation to expose and record precise horizontal and vertical position of the utility.

In 2016 The Right-of-Way Division established an on-call list of 5 service providers to perform SUE for Department projects. Much of the money for the current list is expended and the Master Service Agreements are set to expire in June 2020. This request seeks to re-establish a new on-call SUE list for the next 4 years.

The utilization of on-call list for SUE enables the Right-of-Way Utilities Section to obtain SUE services for NDOT projects much faster than the traditional RFP process. The resulting time savings of the on-call list will help to ensure NDOT projects avoid delays due to utility conflicts and to provide project design with SUE data much sooner in the design process.





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

**MEMORANDUM**

April 15, 2020

**TO:** Clifford Lawson, Deputy Director  
**FROM:** Britton Tucker, Project Manager  
**SUBJECT:** Master Agreement P083-20-030 Summary for RFP 794-19-030 On-call  
Subsurface Utility Engineering

The Department is seeking to hire (5) firms to provide: Subsurface Utility Engineering (SUE) to future NDOT projects through the establishment of a replacement on-call list.

Scope of Services: Are below on pages 2-3.

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

Duration of these agreement(s) will be for 4 years, ending on June 30, 2024.

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

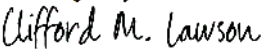
The following firm has been selected from a competitive RFP process to enter into Master Service Agreement P083-20-030, this is not an assurance of work:

<b>Firm Name:</b>
Aztec Engineering Group, Inc.

Any agreement executed as a result of this procurement shall be a Master Service Agreement, and work will be issued by Task Order. The total amount of all Task Orders issued to all service providers shall not exceed Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00).

Terms of negotiations will be determined at the time of each Task Order.

Reviewed and Approved:

DocuSigned by:  
  
 Clifford M. Lawson 04/15/2020  
 Deputy Director



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

**MEMORANDUM**

April 15, 2020

**TO:** Clifford Lawson, Deputy Director  
**FROM:** Britton Tucker, Project Manager  
**SUBJECT:** Master Agreement P084-20-030 Summary for RFP 794-19-030 On-call  
Subsurface Utility Engineering

The Department is seeking to hire (5) firms to provide: Subsurface Utility Engineering (SUE) to future NDOT projects through the establishment of a replacement on-call list.

Scope of Services: Are below on pages 2-3.

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

Duration of these agreement(s) will be for 4 years, ending on June 30, 2024.

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

The following firm has been selected from a competitive RFP process to enter into Master Service Agreement P084-20-030, this is not an assurance of work:

<b>Firm Name:</b>
Horrocks Engineers, Inc.

Any agreement executed as a result of this procurement shall be a Master Service Agreement, and work will be issued by Task Order. The total amount of all Task Orders issued to all service providers shall not exceed Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00).

Terms of negotiations will be determined at the time of each Task Order.

Reviewed and Approved:

DocuSigned by:  
  
 609C7D7ABB4A443...  
 Deputy Director

04/15/2020



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

**MEMORANDUM**

April 15, 2020

**TO:** Clifford Lawson, Deputy Director  
**FROM:** Britton Tucker, Project Manager  
**SUBJECT:** Master Agreement P085-20-030 Summary for RFP 794-19-030 On-call  
Subsurface Utility Engineering

The Department is seeking to hire (5) firms to provide: Subsurface Utility Engineering (SUE) to future NDOT projects through the establishment of a replacement on-call list.

Scope of Services: Are below on pages 2-3.

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

Duration of these agreement(s) will be for 4 years, ending on June 30, 2024.

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


The following firm has been selected from a competitive RFP process to enter into Master Service Agreement P085-20-030, this is not an assurance of work:

<b>Firm Name:</b>
KCI Technologies, Inc.

Any agreement executed as a result of this procurement shall be a Master Service Agreement, and work will be issued by Task Order. The total amount of all Task Orders issued to all service providers shall not exceed Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00).

Terms of negotiations will be determined at the time of each Task Order.

Reviewed and Approved:

DocuSigned by:  
  
 Clifford M. Lawson 04/15/2020  
 609C7D7ABB4A443...  
 Deputy Director



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

**MEMORANDUM**

April 15, 2020

**TO:** Clifford Lawson, Deputy Director  
**FROM:** Britton Tucker, Project Manager  
**SUBJECT:** Master Agreement P086-20-030 Summary for RFP 794-19-030 On-call  
Subsurface Utility Engineering

The Department is seeking to hire (5) firms to provide: Subsurface Utility Engineering (SUE) to future NDOT projects through the establishment of a replacement on-call list.

Scope of Services: Are below on pages 2-3.

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

Duration of these agreement(s) will be for 4 years, ending on June 30, 2024.

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

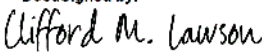
The following firm has been selected from a competitive RFP process to enter into Master Service Agreement P086-20-030, this is not an assurance of work:

<b>Firm Name:</b>
T2 UES, Inc.

Any agreement executed as a result of this procurement shall be a Master Service Agreement, and work will be issued by Task Order. The total amount of all Task Orders issued to all service providers shall not exceed Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00).

Terms of negotiations will be determined at the time of each Task Order.

Reviewed and Approved:

DocuSigned by:  
  
 Clifford M. Lawson 04/15/2020  
 609C7D7ABB4A443...  
 Deputy Director



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Carson City, Nevada 89712  
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**MEMORANDUM**

April 15, 2020

**TO:** Clifford Lawson, Deputy Director  
**FROM:** Britton Tucker, Project Manager  
**SUBJECT:** Master Agreement P087-20-030 Summary for RFP 794-19-030 On-call  
Subsurface Utility Engineering

The Department is seeking to hire (5) firms to provide: Subsurface Utility Engineering (SUE) to future NDOT projects through the establishment of a replacement on-call list.

Scope of Services: Are below on pages 2-3.

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

Duration of these agreement(s) will be for 4 years, ending on June 30, 2024.

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


The following firm has been selected from a competitive RFP process to enter into Master Service Agreement P087-20-030, this is not an assurance of work:

<b>Firm Name:</b>
Utility Mapping Services Inc.

Any agreement executed as a result of this procurement shall be a Master Service Agreement, and work will be issued by Task Order. The total amount of all Task Orders issued to all service providers shall not exceed Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00).

Terms of negotiations will be determined at the time of each Task Order.

Reviewed and Approved:

DocuSigned by:  
  
 04/15/2020  
 609C7D7ABB4A443...  
 Deputy Director

## Attachment A Scope of Services

To maintain a Subsurface Utility Engineering (SUE) on-call list of qualified providers for future DEPARTMENT projects. The service providers shall perform four quality levels (Levels D, C, B, and A) of utility designation within the project limits for future projects as described in ASCE Standard Guideline 38-02.

- **Quality Level 'D'**- Typically referred to as “records search”, this level provides information that has been obtained from existing records.
- **Quality Level 'C'**- This level adds field surveys of visible above-ground utility facilities such as valves, fire hydrants, manholes, etc., reconciled to existing utility records. Quality level-C designation shall also include vertical locations and elevations of all pipes within accessible structures including but not limited to: sanitary sewer and storm drain manholes as well as storm drain drop inlets within the project limits. Data shall include quantity of inlets and outlets with direction.
- **Quality Level 'B'**- This level involves using surface geophysical prospecting techniques to determine the existence and horizontal position of underground utilities.
- **Quality Level 'A'**- This level is the highest level of accuracy and generally uses vacuum excavation equipment at critical positions to determine the precise horizontal and vertical position of underground utilities. The DEPARTMENT prefers the use of air-lance excavation for potholing.

Exact pothole locations will be determined by DEPARTMENT once designation has been completed. A Pothole Exhibit will be provided to the SERVICE PROVIDER showing approximate pothole locations.

Provide data including the northing, easting, elevation and station/offset of the exact horizontal and vertical locations (+/- .10') of the utility facility along with the material construction of the facility, the outside diameter of the facility and when possible, the ownership of the facility. X, Y, & Z, data points will be included in electronic files as well as PDF attachments.

Provide all relevant data to DEPARTMENT in a legible and professional format that is MicroStation (DGN) and InRoads compatible or other CADD software determined by the DEPARTMENT, and as a separate PDF attachment.

Survey data and elevations to be tied to NDOT survey monuments. SERVICE PROVIDER to contact the NDOT Geodesy section to obtain information regarding NDOT monuments. You may also utilize the Location divisions online Location Information System (LOIS) with the link provided.

NDOT Geodesy  
1263 South Stewart Street  
Carson City, NV 89712  
(775) 888-7255 or (775) 888-7256

[geodesy@dot.state.nv.us](mailto:geodesy@dot.state.nv.us)

[maps.nevadadot.com/Lois](http://maps.nevadadot.com/Lois)

Provide all coordination and project management services necessary to successfully complete the scope of work defined within. This includes, but is not limited to, monitoring and reviewing the progress of work, negotiation and preparation of any necessary sub-consultants for work not specifically provided by SERVICE PROVIDER.

Review the proposed project plans, and utility red-lines and data with client (the DEPARTMENT and/or Appointed Representative) and assist in the development of a proposed test-hole plan as

needed by the DEPARTMENT. This plan shall be developed through analysis of ASCE Quality Level D, C, and B SUE information and compared with the proposed project improvements to help determine the precise location of each test hole.

Obtain all necessary permits, including, but not limited to, submission and approval of traffic control plans from the appropriate DEPARTMENT District and local jurisdictions as required.

Notify USA North a minimum of 48 hours prior to beginning test-hole activities.

Coordinate with utility owners when standby personnel are required during test-hole activities.

Provide traffic control as required using personnel who are ATSSA Traffic Control Certified, including a certified ATSSA Traffic Control Supervisor.

Comply with all local policies and standards.

Use a coring process that allows for a clean and flush pavement restoration and provide all labor and equipment to core the pavement/concrete and ensure backfill and pavement repair are in completed in compliance with DEPARTMENT and/or local jurisdiction standards.

In the event of damage to an excavated utility, contractor shall cease work and immediately notify the utility owner and the DEPARTMENT.

After data has been collected, the scope of services shall include preparation and presentation of detailed reports showing anticipated areas of utility conflict including, but not limited to cross sections showing the utility in relation to the construction conflict. Proposer shall also be readily available to meet with client (the DEPARTMENT and/or Appointed Representative) to discuss and/or answer additional questions that arise as a result of SUE findings.

## 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):**

AZTEC Engineering Group, Inc.

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

<b>Street Address:</b> 4561 E McDowell Rd.	<b>Website:</b> www.aztec.us
<b>City, State and Zip Code:</b> Phoenix, AZ 850008	<b>Point of Contact Name:</b> Kara Strong
<b>Telephone and Fax No.</b> 602-454-0402 / 602-458-7477	<b>Email:</b> kstrong@aztec.us

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

<b>Street Address:</b> 2785 S. Rainbow Blvd., Suite 100	<b>Website:</b> www.aztec.us
<b>City, State and Zip Code:</b> Las Vegas, NV 89146	<b>Point of Contact Name:</b> William Morales
<b>Local Telephone and Fax No.</b> 702-396-3426 / 702-396-3758	<b>Email:</b> wmorales@aztec.us



**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.

<b>Full Name</b>	<b>Title</b>	<b>% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)</b>
TYPSA USA, LLC	Parent Company	94%

\*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

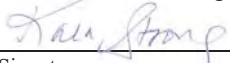
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

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  
 SVP - Finance & Administration  
 Title

Kara Strong  
 Print Name  
 4/7/2020  
 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

## 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):** 54

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

Horrocks Engineers, Inc.

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

<b>Street Address:</b> 2162 West Grove Parkway, Suite 400	<b>Website:</b> www.horrocksengineers.com
<b>City, State and Zip Code:</b> Pleasant Grove, UT 84003	<b>Point of Contact Name:</b> Bud Swensen
<b>Telephone and Fax No.</b> Phone=801-763-5100 x-391, Fax=801-763-5101	<b>Email:</b> bswensen@horrocks.com

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

<b>Street Address:</b> 1401 N. Green Valley Parkway, Suite 160	<b>Website:</b> www.horrocksengineers.com
<b>City, State and Zip Code:</b> Henderson, NV 89074	<b>Point of Contact Name:</b> Bud Swensen
<b>Local Telephone and Fax No.</b> Phone=702-498-6309, Fax=801-763-5101	<b>Email:</b> bswensen@horrocks.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)
Russell Youd	President	11.87296
James Horrocks	CEO	8.90472
Brian Atkinson	V.P., Secretary/Treasurer	5.93648
Ron Mortimer	V.P	5.93648
Matthew Horrocks	V.P	5.93648
Bryan Foote	V.P	5.93648

\*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.

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*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

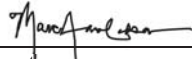
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

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 \_\_\_\_\_ **Marc Arnoldsen**  
 Print Name  
**Controller**  
 Title  
**April 10, 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

## 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):**

KCI Technologies Inc., as subsidiary of KCI Holdings Inc.

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

<b>Street Address:</b> 936 Ridgebrook Road	<b>Website:</b> <a href="https://www.kci.com/">https://www.kci.com/</a>
<b>City, State and Zip Code:</b> Sparks, MD 21152	<b>Point of Contact Name:</b> Vince Reger
<b>Telephone and Fax No.</b> 702-832-0728	<b>Email:</b> vincent.reger@kci.com

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

<b>Street Address:</b> 6280 S. Valley View Blvd Suite 628	<b>Website:</b> <a href="https://www.kci.com/">https://www.kci.com/</a>
<b>City, State and Zip Code:</b> Las Vegas, NV 89118	<b>Point of Contact Name:</b> Vince Reger
<b>Local Telephone and Fax No.</b> 702-832-0728	<b>Email:</b> vincent.reger@kci.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)
<div style="border: 1px solid red; padding: 2px; color: red;">                     KCI Technologies is a 100% employee owned company with over 1600 employee owners with the largest share holder owning less than 3% of the shares of the company.                 </div>		

\*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.

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Yes  No


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

Yes  No

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

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

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

	<b>Scott Riddle</b>
Signature	Print Name
<b>Sr. Vice President</b>	<b>April 7, 2020</b>
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

**KCI HOLDINGS, INC./KCI TECHNOLOGIES, INC.  
OFFICERS AND DIRECTORS - 2020**

**Term of office for Directors is one-year and are appointed or re-appointed and elected by Trustees at their Annual Stockholders Meeting every December.  
Term of office for Officers is “perpetual” until change of status as determined by Board of Directors or when employment is terminated.**

<u>Title</u>	<u>Employee Name</u>	<u>Date of Current Office</u>	<u>Business Address</u>
Chairman of the Board	Terry F. Neimeyer**	12/15/2000	936 Ridgebrook Road, Sparks, MD 21152
CEO & President	Nathan J. Beil**	08/24/2018	936 Ridgebrook Road, Sparks, MD 21152
Executive Vice President/Chief Operating Officer	Christopher J. Griffith**	02/08/2017	936 Ridgebrook Road, Sparks, MD 21152
Executive Vice President and Assistant Secretary	Harvey M. Floyd	12/24/2010	936 Ridgebrook Road, Sparks, MD 21152
Executive Vice President	G. Scott Lang**	10/21/2016	936 Ridgebrook Road, Sparks, MD 21152
Senior Vice President	W. Merritt King	08/25/2017	3014 Southcross Boulevard, Rock Hill, SC 29730
Senior Vice President	Bryan Lawson	12/15/2017	10401 Highland Manor Drive, Suite 120, Tampa FL 33610
Senior Vice President	Gary Mryncza	10/21/2016	500 11 <sup>th</sup> Avenue North, Ste 290, Nashville, TN 37203
Senior Vice President	Charles A. Phillips Jr.	01/29/1985	936 Ridgebrook Road, Sparks, MD 21152
Senior Vice President	Barry James Schoch	10/31/2017	5001 Louise Drive, Suite 201, Mechanicsburg, PA 17055
Senior Vice President	Daniel Scott Riddle	10/18/2019	936 Ridgebrook Road, Sparks, MD 21152
Senior Vice President/Corporate Secretary	Bayne E. Smith	12/15/2017	2160 Satellite Blvd., Ste. 130, Duluth, GA 30097
Senior Vice President	Thomas G. Sprehe	01/30/2004	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Laurie Arensdorf	05/19/2015	4505 Falls of Neuse Rd., Ste. 400, Raleigh, NC 27609
Vice President	Robert Atkinson	08/21/2018	3014 Southcross Boulevard, Rock Hill, SC 29730
Vice President	Peter Bourne	08/21/2018	1352 Marrows Road, Ste. 100, Newark, DE 19711
Vice President	Deborah Boyd	12/13/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Mehmet Boz	06/19/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Michael W. Burcham	06/03/2014	1352 Marrows Road, Ste. 100, Newark, DE 19711
Vice President	Eric Burgess	06/06/2017	3014 Southcross Boulevard, Rock Hill SC 29730
Vice President	Steven Cumor	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	James Deriu**	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Stephen F. Drumm	10/25/1998	936 Ridgebrook Road, Sparks, MD 21152
Vice President	David J. Eberspaker	05/19/2015	3014 Southcross Boulevard, Rock Hill, SC 29730
Vice President	James Fitz Morris	06/06/2017	9211 Southern Pine Boulevard, Suite A, Charlotte NC 28273
Vice President	Erick Fry	12/12/2017	2160 Satellite Blvd., Ste. 130, Duluth, GA 30097
Vice President	Adam Gardner	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	James M. Gellenthin	02/09/2015	4505 Falls of Neuse Rd., Ste. 400, Raleigh, NC 27609
Vice President	Larry Gregory	10/17/2016	2160 Satellite Blvd., Ste. 130, Duluth, GA 30097
Vice President	Heidi Hammel	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Tate Jones	06/06/2017	1875 Old Alabama Road, Suite 1120, Roswell, GA 30076
Vice President	Joel S. Keels	10/30/2007	936 Ridgebrook Road, Sparks, MD 21152

**KCI HOLDINGS, INC./KCI TECHNOLOGIES, INC.  
OFFICERS AND DIRECTORS - 2020**

<u>Title</u>	<u>Employee Name</u>	<u>Date of Current Office</u>	<u>Business Address</u>
Vice President	Dana Knight	02/06/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President, CFO and Treasurer	Christine Y. Koski	12/14/2010	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Amy Lambert	12/12/2017	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Jim Lofft	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Robert Macoy	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Susan Miller	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Robert Murphy	12/16/2016	1101 17 <sup>th</sup> Avenue South, Nashville TN 37212
Vice President	Arch Noha	08/21/2018	921 Mercantile Drive, Suite H, Hanover MD 21076
Vice President	George Perdikakis	05/26/2009	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Michael Perez	10/07/2014	801 Travis, Ste. 2000, Houston, TX 77002
Vice President	Joseph J. Pfeiffer, Jr.	12/15/2000	300 2 <sup>nd</sup> Street N, Ste. 350, La Crosse, WI 54601
Vice President	Liz Phipps	10/17/2016	4505 Falls of Neuse Rd., Ste. 400, Raleigh, NC 27609
Vice President	Randell Prescott	12/10/2019	10401 Highland Manor Drive, Suite 120, Tampa FL 33610
Vice President	Kerry B. Rexroad	03/22/1996	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Adam Rickey	08/21/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President	James H. Shumaker	12/15/2000	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Andrew Smith	02/06/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Scott Stockburger	10/17/2016	1431 Greenway Drive, Ste. 775, Irving, TX 75038
Vice President	Jeff Tirshman	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Mary C. Wiedorfer	12/17/2013	122 C Street, NW, Ste. 500, Washington, DC 20001
Vice President	Timothy Wolfe	02/08/2005	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Khalil Zaied	02/06/2018	936 Ridgebrook Road, Sparks, MD 21152
Senior Associate & Assistant Secretary	Bruce Reed	02/07/2019	6500 North Andrews Avenue, Fort Lauderdale, FL 33309
Director	Kenneth H. Trout**	03/02/1999	936 Ridgebrook Road, Sparks, MD 21152
Director	William Jews**	12/15/2009	936 Ridgebrook Road, Sparks, MD 21152
Director	Barnie Beasley**	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Director	Courtney Beamon**	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152

\*\* Member of the Board of Directors

State of Incorporation: Delaware  
FEIN #52-1604386  
Date of Incorporation: 12/15/88

Revised 12/20/2019

## 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):**

T2 UES, Inc. dba T2 Utility Engineers

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

<b>Street Address:</b> 7217 E. 87th Street	<b>Website:</b> www.t2ue.com.
<b>City, State and Zip Code:</b> Indianapolis, IN 46256	<b>Point of Contact Name:</b> Kenneth Slaninka, PE
<b>Telephone and Fax No.</b> 317-585-3540	<b>Email:</b> info@t2ue.com

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

<b>Street Address:</b> 6 Sunset Way, Suite B	<b>Website:</b> www.t2ue.com
<b>City, State and Zip Code:</b> Henderson, NV 89014	<b>Point of Contact Name:</b> Kurt Schuetz, PE
<b>Local Telephone and Fax No.</b> 702.990.9300	<b>Email:</b> kurt.schuetz@t2ue.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.

<b>Full Name</b>	<b>Title</b>	<b>% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)</b>
Lawrence Arcand, PE	President, Director	publicly held
Philip Bosco	Secretary, Treasurer	
Michael P. Woods	Director	

\*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 \_\_\_\_\_ Lawrence Arcand \_\_\_\_\_  
 Print Name  
 President \_\_\_\_\_ April 9, 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

## 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):**

Utility Mapping Services, Inc.

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

<b>Street Address:</b> 9 Legal Tender Lane	<b>Website:</b> www.umsi.us
<b>City, State and Zip Code:</b> Clancy, MT 59634	<b>Point of Contact Name:</b> Philip J. Meis
<b>Telephone and Fax No.</b> 406.552.0883	<b>Email:</b> pjmeis@umsi.us

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

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

**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.

<b>Full Name</b>	<b>Title</b>	<b>% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)</b>
Philip J. Meis	President	51%
Clifford R. Meis	Secretary Treasurer	25%
Kathy G. Meis	Vice President	24%

\*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

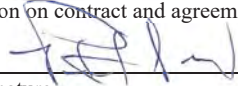
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

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  
**Philip J. Meis**  
 \_\_\_\_\_  
 Print Name  
**President**  
 \_\_\_\_\_  
 Title  
**08 April 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

# Line Item 2



**Attachments:**

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



If Amendment, attach original Agreement here:



Any additional information to attach: No

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

The purpose of this amendment is to expand the list of NDOT systems that are being replaced by the implementation of the Aurigo Masterworks Cloud. The Department is already in the process of replacing Project Scheduling and Management System (PSAMS), Bid Estimate System (iPD) and Financial Management System (FinMan). This amendment extends time and increases the budget to also replace Electronic Bidding System, Integrated Right-of-Way Information Network (IRWIN), e-Procurement and Tracking System (EPATS), Transit Operation Management System (TOMS), LPA Index and Commodity and Equipment Procurement System.

**Scope of Services:**

Develop, Implement, Configure and successfully deploy a single comprehensive and modular solution for replacing the systems: E-bidding systems, IRWIN, EPATS and LPA Index. In addition, implement functionalities for TOMS and Commodities & Equipment Procurement system with seamless interfaces with other NDOT systems.

Migrate data, settings, and other pertinent information from the current systems to the new Aurigo Masterworks Cloud solution.

Ensure that all core functions are integrated together (as applicable) through automated data exchanges, eliminating the need for re-entry of information into multiple systems. Provide similar integration with other NDOT systems.

The final solution intends to assist NDOT in minimizing the life-cycle costs associated with managing and maintaining the project information currently existing in each of the current systems or processes.





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

## MEMORANDUM

March 17<sup>th</sup>, 2020

**TO:** Felicia Denny, Assistant Director  
**FROM:** Priyankshu Mukherjee, Project Manager  
**SUBJECT:** Negotiation Summary for Amendment 1 to Agreement 626-17-067

---

On December 17, 2018, NDOT entered into agreement 626-17-067 with Aurigo Software Technologies Inc., (hereinafter “Aurigo”) to perform replacement of our existing three (3) legacy systems – Project Scheduling and Management System (PSAMS), Financial Management System (FinMan) and Bid Estimate System (iPD).

The Scope of Services includes that Aurigo shall provide a Commercial Off-The-Shelf (“COTS”) software solution, and professional Services, to design configure, and implement a project scheduling, funding and estimation system for the DEPARTMENT (See Attachment A of the Scope of Services).

Due to other divisions within the DEPARTMENT having a need to either replace some of their existing legacy system or implement a new system and achieving the DEPARTMENT’s ultimate intent of having a modular and scalable system to manage all project related information in a single Enterprise System, the Scope of Services must be increased to include additional products of the Aurigo Masterworks Cloud Solution (See Attachment B of the Scope of Services).

To accommodate this increase of scope, the total amount of the agreement must be increased by \$11,410,000.00 including the yearly software subscription fees for each additional products and professional services for the implementation and configuration of the entire system.

This amendment adds 12 months to the agreement for a new end date of June 30, 2024.

The negotiations yielded the following:

1. There will be an additional 10,000 total man-hours allotted to this agreement.
2. The total negotiated cost for this Amendment, including direct labor, overhead, fee and direct expenses will be \$11,410,000.00. The new total cost of this Agreement will be \$22,775,500.00.

Reviewed and Approved:

DocuSigned by:  
*Felicia Denny*  
B02A4C177414466...

---

Assistant Director

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# 1 Scope of Work

Aurigo Software Technologies Inc. (hereinafter “Aurigo”) has a current contract with the DEPARTMENT to replace the existing Project Scheduling and Management System (PSAMS), Bid Estimate System (iPD), and Financial Management System (FinMan) with Aurigo Masterworks Cloud. This Scope of Services is an extension to the current scope of services for future phases of the project, wherein the Department is planning to implement and/or replace some of their existing legacy systems as mentioned below with associated functionality within each system:

1. Electronic Bidding System;
2. Integrated Right-of-Way Information Network (IRWIN);
3. e-Procurement and Tracking System (EPATS),
4. Transit Operation Management System (TOMS)
5. LPA Index
6. Commodity and Equipment Procurement System

Aurigo shall provide a Commercial Off-The-Shelf (“COTS”) software solution, and professional services, to design, configure, and implement a centralized system for all projects, agreements, utilities, grants and bid advertisements to be used by DEPARTMENT staff throughout Nevada. Aurigo will work with the DEPARTMENT to analyze existing data and business processes, system and workflow configuration to implement the centralized system. Aurigo will be responsible for maintenance and as needed enhancements to Aurigo Masterworks solution and support including consulting and technical services.

# 2 Purpose and Background

The DEPARTMENT does not currently have a single system that tracks project information throughout the project’s entire lifecycle. There are several disparate systems that handle information, each with its own project identifying number, and data from each phase of the project does not always pass from one system to the next. This results in the need for staff to manually enter data multiple times, increasing the chance of data errors.

Because of the disparate systems and siloed data sets, the ability for staff to easily access or report on project data is lengthy and cumbersome.

In addition, several of the systems are either at or nearing end of life, and must be replaced to ensure that the DEPARTMENT can continue to fulfill its primary mission.

## 2.1 Electronic Bidding Systems

Below are the four (4) main systems used to electronically process all bids/contract information from inception to contract execution, this after it is processed from Integrated Project Development (iPD) Estimate (also known as Client Server):

- Integrated Project Development (iPD) – Web (also known as Electronic Bidding System (EBS) or Vault)
- E-Bidding Portal – used to advertise and for informational info. There is an Intranet (for DEPARTMENT staff) and also an External portal (for the Public to view information and to be able to submit questions on a given contract).
- Integrated Contractors Exchange (iCXWeb) (also known as Contractor’s Portal).
- Quest Construction Data Network (Quest CDN) Access Database.

Contracts are the projects for which bids are solicited. Contracts are compiled and completed at the engineering/design level within the DEPARTMENT. They comprise of, but not limited to, detailed project specifications, preliminary estimates, plans and a Transportation Management Plan (TMP). Every contract has a timeline for advertising and bid opening (the date and time when all bids are due).

- Letting the Bid (Advertising of Bid) – must occur at least once a week for a total of at least two (2) publications in separate newspapers before the bid opening occurs (NRS 408.327).
  - Need to be advertised in three (3) locations: website, newspaper, and contractor’s bulletin (comes out of E-Bidding Portal Intranet ).
- Bid Opening – after contractors have submitted their bids and bid opening time has passed.
  - Bid Openings normally occurs on Thursday afternoons.
  - Bids submitted remain confidential until after the bid opening date and time.
- Post bid opening results in an unofficial bid result which are submitted for review by the Bid Review Analysis Team (BRAT) and Contract Compliance Review.
  - If the #1 ranked unofficial bid is over \$5,000,000.00 it must be reviewed and approved by the Transportation Board. The Transportation Board meets the 2<sup>nd</sup> Monday of every month.
  - Contracts that are equal or less than \$4,999,999.99 can be approved by the DEPARTMENT.

Below is brief overview of the four (4) main systems to be replaced as part of this Scope:

## **2.2 Electronic Bidding System (EBS)**

The web-based Integrated Project Development (iPDWeb) system is a software solution for the DEPARTMENT, their consultants, and contractors to document and manage the project development phase of their road and bridge building projects. In conjunction with the Integrated Contractors Exchange (iCX), the iPDWeb solution manages the project development process from the creation of the internal agency estimate through the final payment to the contractor and contract close-out, including federal civil rights requirements and reporting for management.

The Electronic Bidding Subsystem (EBS) follows the iPD Estimate Subsystem in the workflow of the iPDWeb application. After an estimate has been created in the iPD Estimate, the estimate is advanced to EBS to prepare the bid package, or contract, for advertising and electronic bidding. EBS is used by agency employees to manage the entire electronic bidding process. This system also maintains documents submitted by the Contractor.

- a. The bid tab (Engineer's Estimate and all Contractors list of bid items and cost) is pulled from iPDWeb system and used for the BRAT review and sent to Bid Tabs Pro to track our bid item cost, to use in future Engineer's Estimates. This is an additional cost to the DEPARTMENT.

## **2.3 iCX (Contractor's Portal)**

The Integrated Contractor's Exchange (iCX) is a web-based application for bid preparation and bid submission. This portal is specific to contractors. Bidders for DEPARTMENT contracts use this program to prepare and submit their bid electronically. Contracts must first obtain a username and password from their company's administrator. To obtain an administrator account they will need to contact DEPARTMENT's Contract Services. Requirements to bid are:

- a. must be prequalified via iPDWeb. If the contractor isn't prequalified, they will need to contact DEPARTMENT's Contract Services; and
- b. must purchase plans from Quest CDN (see Section 2.1.4 for more information)

A contractor can submit and withdraw a proposal up until the bid opening date and time. When a bid has been submitted, the iCX application:

- a. is moved to the secure iPD Web Vault until DEPARTMENT initiates the transfer of the bid item data for the bid opening; and
- b. maintains a copy of the digitally signed bid proposal, along with certain certificates submitted by the contractor for dispute resolution purposes.
- c. Vault stays open for additional documents to be submitted 2 hours and next business day to be included in bid package. Everything else is locked down.

## **2.4 E-Bidding Portal**

### **2.4.1 Intranet**

E-Bidding Portal Intranet is an internal home-grown system that is linked to iPDWeb – EBS and holds all information pertaining to the contract, including documents. Where the Contractor's Bulletin is located and is one of the three (3) advertising locations that a contract must be solicited. Bulletin is sent to any Prime Bidder, Sub-Contractors, Plan Room and internal DEPARTMENT employees.

E-Bidding Portal is also accessed to update and pull the list of bidders for each contract before the bid opening date. When a contract has been awarded and executed, the information needs to be updated in this portal (Refresh Data iPD).

E-Bidding Portal Intranet is where documents are held for internal DEPARTMENT employees to see before and after award of contract.

E-Bidding Portal Intranet is also for Contractor payments (payroll reports) which are shared and left for historical data.

## **2.4.2 Bid Letting (Contracts Open for Bidding)**

E-Bidding Portal – Bid Letting is where the Public/Contractors can go in and view contracts that are open for bidding. The contractor can submit questions on a particular contract and DEPARTMENT staff can answer. This is also used for historical data on contracts that have already been bid opened and awarded; and for payroll reports.

## **2.4.3 Quest CDN**

After a contract has been advertised and/or released to the public, contractors must purchase plans from Quest CDN or hard copies from Contract Services office, if they wish to bid on a contract. This E-Plan room is available on our DEPARTMENT website where the contractor must register themselves. Once the plans are purchased, a designation of Prime Bidder will be assigned to the contractor. The Contract Services staff verifies if a contractor is qualified (Pre-qual, Contractors License, Business License, or disqualified) to be listed as a Prime Bidder. They will be added manually to the contract in iPDWeb-EBS.

If the contract is issued a Supplemental/Addendum it is issued out of iPDWeb-EBS and manually put into Quest for the contractors to see and download.

## **2.4.4 Access Database**

The Access Database is used for a data download from iPDWeb of all contracts and used for processing forms and documents as a word merge. This is also used to run reports monthly and yearly on all contracts.

## **2.5 Integrated Right-of-Way Information Network (IRWIN)**

Integrated Right-of-Way Information Network (IRWIN) is a custom-built system for the ROW Department usage to track their Project involvement, Parcels (Acquisition to Disposal), Property Management (Leases or Licenses), Permits (Revocable, Non-Revocable and Temporary Occupancy) and Outdoor Advertising (ODA). It's a web-based application with an Oracle database. It has some interface with the IFS Financial System and the ApplicationXtender applications.

## **2.6 e-Procurement and Tracking System (EPATS)**

The e-Procurement and Tracking System (EPATS) is an internally developed software application for processing Procurements at the DEPARTMENT. The primary end-users of the system are Agreement Services personnel. Secondary users are spread throughout the remainder of the DEPARTMENT including Division Heads and Project Managers. In addition, members of the public and proposing firms utilize our system through the DEPARTMENT website.

The current system is “homegrown” and is not supported by the systems that the DEPARTMENT utilizes. While it does support most elements of the main procurement

process, it does not accommodate all methods of procurement, nor does it have the capacity to track agreements for processing and execution.

There are also several requests to integrate and automate manual tasks within the EPATS system. All enhancements resolve either efficiency issues (labor costs) and/or process consistency/quality issues. The DEPARTMENT does not currently have a single system that tracks agreement information throughout the agreement's entire lifecycle. There are a few systems that are currently used to handle information, but information does not pass from one system to the next. This results in the need for staff to manually enter data multiple times, increasing the chance of data errors.

Because of the disparate systems and siloed data sets, the ability for staff to process agreements or easily access or report on agreement data can be lengthy and cumbersome. To address this immediate need, the objective of this project will be to replace the four (4) core functions identified below:

### **2.6.1 Procurement Advertisement**

EPATS has the capacity to register potential vendors as well as a separate registration for firms or members of the public to receive bulletins when a new procurement opens for advertisement. EPATS does not allow for direct solicitation to companies that may be appropriate for specific procurements.

### **2.6.2 Procurement Evaluation**

Agreement Services enters evaluation factors into EPATS where selected internal and external committee members can access confidential proposals and enter their scores and comments for each evaluation factor. EPATS will tabulate the results for RFPs that are reviewed individually and compile results for the committee to review in a consensus meeting. Agreement Services manually issue letters to any of the proposers who had irregularities or non-conformities in the initial review of their proposals. Correspondence with committee members and proposers is currently done manually by using pre-written templates in Word format and then sent through emails. EPATS also generates the form that compiles all of the committee comments, which is then used to provide debriefs for proposing firms.

When a successful firm is identified through the evaluation process, Agreement Services manually issues a "Notice of Intent" to all of the proposing firms, indicating negotiations will begin with the successful firm. Debriefs are also offered to all of the proposers. At the same time, Agreement Services manually emails the Project Manager with all pertinent forms and information to assist them in their negotiations.

### **2.6.3 Award**

Although EPATS tabulates committee scores and evaluations, Agreement Services currently issues the “Notice of Award” manually. This is sent to all of the proposing firms and the Project Manager, along with the resulting scores from the evaluation. The “Notice of Award” is issued after the final execution of the Agreement.

### **2.6.4 Agreement Processing**

Agreement Services processes several types of agreements with various entities in the public and private sectors. The Project Manager currently obtains the required forms from the DEPARTMENT’s SharePoint site. Once the documents are received, Agreement Services enters the Agreement information into a shared Excel spreadsheet, creates a working folder for the documents, reviews and emails the Agreement to Legal for review and then sends the Agreement for final signatures through DocuSign. Some entities will not use DocuSign, so the Agreement has to be emailed to the Project Manager to obtain second-party signatures and then return it to Agreement Services for the internal signatures. At any point during this process, the second party can request changes that must be reviewed by the DEPARTMENT’s Deputy Attorney General.

Once the Agreement is executed, Agreement Services enters the Agreement into Advantage, saves the final Agreement to the working folder and the shared folder, creates a link for it to be accessed through SharePoint and sends all final documents to Records for retention.

Through the life of the Agreement, the firm’s insurance must be tracked and updated to ensure that it stays current. This is done through an Excel spreadsheet and emails are issued manually.

## **2.7 Transit Operation Management System (TOMS)**

The DEPARTMENT does not currently have a formal system that tracks transit project information throughout the project’s entire lifecycle. Several workbooks are used to track, and update information related to project spending, compliance and other activities. This results in the data being fragmented and unable to interface with data from other spreadsheets, often getting overlooked by staff due to the multiple points of reference.

In addition, none of the financial data interfaces with other DEPARTMENT systems, making congruity of data difficult and cumbersome. Other division staff may not be able to “translate” data available in internal systems relative to reports and requests submitted by Transit Office staff. To address this immediate need the objective of this project will be to implement a grant tracking and administration system. The ideal system provides tracking and managing of grant obligation and funding data, scheduling, milestones, and reports, as well as administration of agreements, including award and funding data and access to pertinent project documents, certifications and reports. Administration and tracking capabilities will be provided from federal grant application, state programming (eSTIP) and subrecipient awards and agreements, through agreement and grant



closeout. It shall include any budget revisions or amendments made to any grant or agreement and shall include compliance monitoring and reporting features. The system will allow external agencies to submit items such as grant applications, requests for reimbursement, and reports, and allow DEPARTMENT staff to take formal action that initiates project tracking. Integration with internal system to enter and manage the state and federally required programming and scheduling functions required for the funding of projects. The Financial Management Division records apportionment and allocation data at the project level and tracks obligations. The Financial Management Division manages project schedules for multiple years and must balance the schedule with federal grants.

## **2.8 LPA Index**

The DEPARTMENT's current LPA Index application is a project and agreement tracking database which interfaces with other DEPARTMENT applications and systems, such as PSAMS, PCEMS and eSTIP. It was developed internally in 2016-2017 as a temporary option to aid the Local Public Agency (LPA) Program in providing effective project oversight with tracking and managing Federal-Aid project obligation and funding data, scheduling, milestones, agreement processing workflow, and achieving federal oversight and compliance requirements for projects administered by the Local Public Agencies. It also provides access to pertinent project documents, certifications and records, as well as provides archivable notes logs for each project. The purpose of LPA Index is to capture/document and report on essential financial, agreement and project information, from project initiation through close-out for auditing and Federal reporting purposes.

## **2.9 Commodity and Equipment Procurement System**

Agreement Services has never had a database that could manage Open Term Contracts (OTC) to procure commodities and equipment for the DEPARTMENT.

Currently, State of Nevada Purchasing Division (State Purchasing) provides these services, on behalf of the DEPARTMENT, per NRS and SAM. These purchases include, but are not limited to, all light and heavy-duty vehicles, construction equipment, modular offices, and establish OTC's for commodities such as plant-mix, road salt, traffic control devices, etc. These OTC's are set in place to support the DEPARTMENT's efforts in new road and highway construction and maintenance, betterments, and winter snow operations used by the DEPARTMENT's maintenance crew to ensure the road remains safe.

These types of purchase and OTC requests are submitted to State Purchasing via the State's Advantage system, and/or email.

The recent change of State Purchasing's Procurement System (Nevada EPro) has created additional processes to perform the same types of procurements in the past. The financial integration between Nevada EPro and IFS Advantage isn't fully integrated and this has caused delays in vendor payments. With the limited compatibility between the DEPARTMENT's Advantage system, and the additional processes the DEPARTMENT does not interface with Nevada EPro.

## **3 Problem Statement**

### **3.1 E-Bidding Systems**

#### **3.1.1 Integrated Project Development (iPD Web) or Electronic Bidding System (EBS)**

The DEPARTMENT purchased a client server-based EBS in 2009, including four sub-systems (Bidding, Vault, Administration and Estimating). The vendor notified the DEPARTMENT in 2012 that its client server based product (Administration and Estimating), was nearing end-of-life and that they would no longer support further enhancement and maintenance of the application.

The Bidding and Vault sub-system has continued with the iPDWeb -EBS and have been supported. With the Administration, Estimating and Financial Management programs being linked, EBS would need to be replaced to ensure compatibility and data from each phase of the project streamlined to the best possible way. Sometimes data does not always pass from one system to the next. This results in the need for staff to manually enter data multiple times, in multiple systems, increasing the chance of data errors. This system is no longer compatible with current technologies.

#### **3.1.2 iCX (Contractor's Portal)**

This portal is specific to contractors. Bidders/Contractors for DEPARTMENT contracts use this program to prepare and submit their bid electronically. iCX application is connected to the iPDWeb application. We would like to streamline the process for the Contractors. We are using multiple systems, increasing the chance for data errors and potentially not giving a Contractor access to bid on projects even though they have met all our requirements.

#### **3.1.3 E-Bidding Portal**

##### **3.1.3.1 Intranet**

E-Bidding Portal Intranet is where Contract Services post all documents at each step of a contract pertaining to the Advertisement, Bidding, Award, and Execution. Also, Geotechnical Report, Soil Samples, Additional Documents (CADD Files/Drawings) are housed here for the Contractors to download. We would like to streamline this process and only have one system that holds all this information and be able to send out notifications to anyone that wants to be notified of a project.

##### **3.1.3.2 Bid Letting (Contracts Open for Bidding)**

E-Bidding Portal – Bid Letting is the question and answers portal for Contractors to submit to a certain contract before bid opening. It is also where all historical data for contracts is held and report can be downloaded. We would like to streamline this process and only

have one system that holds all this information and be able to pull information on past and present projects.

### **3.1.4 Quest CDN**

Quest is an independent system that is manually updated by Contract Services with the contract information and documents. We would like to get rid of this completely and have the contractors be able to be listed in the system as perspective bidders, if applicable and not have to purchase the documents from another source. Removing this system will remove the chance for data error and not having the need to rely on so many systems.

#### **3.1.4.1 Access Database**

The DEPARTMENT would like to run reports and documents right out of the system instead of the manually updating Access daily and Word merging to process necessary documents to complete the steps in Advertising, Bid Openings, Award, Execution, and Notice to Creditors of a contract.

### **3.2 Integrated Right-of-Way Information Network (IRWIN)**

The web based system is at its end-of-life and it has been deemed beneficial to be replaced with Aurigo Masterworks Cloud system, which will eliminate a lot of duplication of data entry and make the Right of Way data available and eventually used by all divisions within the DEPARTMENT.

### **3.3 e-Procurement and Tracking System (EPATS)**

EPATS is a “home-grown” system and is not supported by the systems that the DEPARTMENT uses. It is only used for some of the procurements and does not track the processing of agreements.

### **3.4 Transit Operations Management System**

Currently, Transit Office staff spend large amounts of time on data entry and processing. Multiple workbooks are used to capture and track all information necessary to administer the DEPARTMENT’s transit program. In order to streamline all critical grant life cycle activities and reporting, implementation of a single system that interface Transit Office administration activities with multiple state systems is necessary. This will reduce staff data entry and general administration time. Having a single data entry portal will also reduce the possibility of data errors. Creation and updates to these workbooks is also very time consuming for Transit Office staff, and this function of staff will be eliminated or greatly reduced with the proposed system. Finally, there have been several instances of internal audit findings, forfeiture of federal funding, and other grant administration issues that could have been avoided with a more efficient and functional tracking system.

### **3.5 LPA Index**

The LPA Index application was originally designed to be a temporary means to track and log LPA projects and agreement information. It was internally designed, built and developed by the DEPARTMENT in 2016-2017. It was designed to be compatible with the DEPARTMENT's PSAMS system, with the intention of integrating the functions it provides when PSAMS was upgraded or replaced. Since the DEPARTMENT is currently replacing PSAMS system, the LPA Index application needs to be replaced.

### **3.6 Commodities and Equipment Procurement System**

When procuring vehicle/equipment procurements we no longer are able to place individual orders per unit. All like type equipment is listed as a single line item combining all units on one purchase order. Not all vehicles arrive at the same time. This has created additional processes to receive partial line items which slows the receiving partial line items, releasing payment to the vendor. With the financial interface issues stated in Section 2.6 above, this can only add to potential payment delays.

All transactions to, or through State Purchasing are first entered in Advantage and are encumbered. The DEPARTMENT receives Federal funding and with that comes specific reporting requirements that Nevada EPro cannot currently provide. It doesn't have the capability to evaluate the proposals, procure projects and register vendors.

## **4 Goals of the Proposed Systems**

- Develop, Implement, Configure and successfully deploy a single comprehensive and modular solution for replacing the systems: E-bidding systems, IRWIN, EPATS and LPA Index. In addition, implement functionalities for TOMS and Commodities & Equipment Procurement system with seamless interfaces with other NDOT systems listed in the functional requirements below in Section 7.)
- Migrate data, settings, and other pertinent information from these current systems identified above Section 2 to the new Aurigo Masterworks Cloud solution.
- Ensure that all core functions are integrated together (as applicable) through automated data exchanges, eliminating the need for re-entry of information into multiple systems. Provide similar integration with other NDOT systems listed in the functional requirements below in Section 7.
- The final solution intends to assist NDOT in minimizing the life-cycle costs associated with managing and maintaining the project information currently existing in the systems identified above Section 2.

## **5 In-Scope Project Activities**

To achieve the goals set forth above, the following activities are in-scope for performance by Aurigo:

- (a) Provide project leadership, project management, contract administration, and Aurigo team governance for business process mapping and requirements elaboration, design and specifications, solution configuration, testing, training;
- (b) Design specifications to meet functional, and non-functional requirements as described in the scope requirements section of this document.
- (c) Iterative configuration of the system using an Agile methodology to deliver functionality.
- (d) Unit and System integration testing (“SIT”) to ensure the configured functionality works in accordance with the documented functional and non-functional requirements;
- (e) Supporting user acceptance testing (“UAT”) to measure end-user acceptance of configured functionality based on defined criteria and scripts;
- (f) Migration of data for projects from in-scope systems listed in Table 1 - NDOT System Inventory, Integration and Data Migration Plan, based on defined, clean data provided by NDOT. Data loads and associated frequencies will be determined during the interface assessment and mutually agreed between Aurigo and NDOT;
- (g) For data migration, NDOT is responsible for providing the data in an agreed upon format. Aurigo is responsible for transforming the data and importing into the Masterworks;
- (h) Reviewing NDOT's current business processes, to identify reengineering opportunities for improvements based on scope and capabilities of the core Masterworks solution;
- (i) Developing training content to support the adoption of the Masterworks solution;
- (j) Supporting deployment (i.e., “Go Live”);

## 6 Out-of-Scope

The following activities are out of scope; however, NDOT may request Aurigo to perform these activities based on mutual agreement of impact to cost and schedule;

- (a) Manual import or data entry of legacy data;
- (b) Customized enhancements to the core Masterworks product;
- (c) Changes to the Aurigo Connect Methodology (“ACM”), Aurigo’s project delivery model, unless mutually agreed upon between NDOT and Aurigo, and a change order processed to reflect schedule or cost impacts.

## 7 Scope Requirements

### 7.1 Functional Requirements

Develop, Configure and Implement a single source Enterprise System to manage project data across the DEPARTMENT for the different systems highlighted above fulfilling each of the below listed requirements.

### 7.1.1 E-Bidding

1. Enter, edit, view and manage project data pertaining to Advertising, Bidding, Award, Rejection, Execution and Completion.
  - a. Track projects added or changed based on a date range for Advertising, Bid Opening, Award, Execution and Completion.
  - b. Ability to view project and program information; e.g. project description, project dates, identification numbers, funding approval, project history and comments.
  - c. Ability for users to store and retrieve project related files and documentation (Program Approval and Engineering Authorization, ROW Certification, Environmental Certification, Transportation Management Plan, Traffic Memo, Specifications, Plans, Preliminary Estimate, and Estimate of Quantiles).
  - d. Customizable dashboard that better represent the needs of Contract Services area.
2. Ability to Prequalify Contractors and set a bidding capacity.
  - a. Ability to maintain Contractors rights and project bidding by their bidding capacity, if prequalified, Business License and a Contractor's License.
  - b. Not all Contractors are able to bid on every contract.
  - c. Notify / Flag staff and Contractors when documents need to be updated or have expired.
    - i. Prequalification
    - ii. Certificate of Eligibility
3. Ability to hold Contractors confidential bids until the required bid opening time is meet.
  - a. Contractors should be able to submit bid, to maintain the integrity of the process, pull bid back to adjust and re-submit as many times as they want till bid opening time.
  - b. Able to view the Certificate of Eligibility – This is used for Bidders Preference – Submitted in iCX from Contractor, Viewed in iPDWeb
4. Provide the ability for users to store and retrieve project-related data, files and documents electronically such as Bid Proposals, Certifications, Subcontractor and DBE reports and Maps coming from the Contractors.
5. Interface and/or exchange data with other Departments, internally and external:
  - a. NDOT Departments – Planning, Design, Specifications, ROW, Environmental, Traffic Ops
  - b. Aashtoware – Contractor Pay
  - c. IFS Advantage
6. Create and store versions, (supplementals / addendums) as project is updated, including Advertising, Bid Opening, Award, Execution and Completion.
7. Below is the list of documents pulled from Access Database:
  - I. Invitation to Bid – State and Federal
  - II. ITB Contract Forms – State and Federal
  - III. Bulletin
  - IV. Advertising Package – State and Federal

- i. Includes Board/Email Information
    - ii. Notice to Contractors
  - V. Supplemental/Addendum Front Office Approval – if need from Front Office
  - VI. Approval to Award or Concurrence to Award
  - VII. PODI Contract – Concurrence to Award
  - VIII. Award Package – State and Federal
    - i. Award Execution and Notice to Proceed
    - ii. Governor Memo
    - iii. Contract and Bonds
  - IX. Execution Letter
  - X. Notice to Creditors
  - XI. Notice of Intent Award Package
    - i. Notice of Intent
    - ii. Governor Memo
    - iii. Contract and Bonds
  - XII. Notice of Proceed After Notice of Intent
  - XIII. Approval to Reject
  - XIV. Hold Bid Prices
- 8. Implement and operate the five (5) core functions (Advertising, Bidding, Award, Execution and Completion) following the process workflows.
- 9. Provide users with the ability to search, query and filter data and create reports.
  - a. Export required data to update the NDOT Website.
  - b. Generate reports, including but not limited to the following Reports as below:
    - i. Proof of Delivery of Supplemental/Addendum – Quest
    - ii. Bidders List – E-Bidding
    - iii. Unofficial Bid Results – iPDWeb
    - iv. Unofficial Bid Tab – iPDWeb
    - v. Preliminary Sub Reports for Bidders - this is at bid opening and after the 2 hours after Bid Opening – iPDWeb
    - vi. Uniform Affidavit of Certification Report – iPDWeb – State and Federal
    - vii. BRAT Report – iPDWeb
    - viii. Price Sensitivity – iPDWeb
    - ix. Final Sub Reports – Same as Preliminary Sub Reports but all changes that came in up to 5:00 pm the next business day after Bid Opening – iPDWeb.
    - x. Contractor Proposal – iPDWeb
    - xi. Contracts for Board Approval – Board Meeting – iPDWeb
    - xii. Informational Contracts – Board Meeting – iPDWeb
  - c. Ability to search for projects and create ad hoc filters of data for display by multiple fields and criteria, including the ability to export results into various formats, including Microsoft Excel.
  - d. Ability to transfer data to BI tables and Microsoft Excel.

### 7.1.2 Integrated ROW (IRWIN)

Develop, configure and implement a project programming, scheduling and project tracking:

1. Enter, edit, view and manage project information and ability to access all Project when assigned to the ROW division and have a separate Project tracker in support of the RW specific disciplines for Project Information and Agreements Logging
  - a. Ability to retrieve Project information assigned to the RW division.
  - b. Ability to create Appraisal transactions in accordance with law.
  - c. Ability to access all project related Permitting Information, Outdoor Advertising Information, Utility Information, and Acquisition Information.
  - d. Ability to access all project related documents.
2. Ability to create, access and track Appraisal Information required for each Parcel(s) or Easements, to be used in all of RW acquisition disciplines and with the ability to perform:
  - a. Appraisal Reviews
  - b. Specialty Appraisal
  - c. Generate Appraisal Report
  - d. Administrative Settlement
  - e. Agreement assignment
3. Ability to track each transaction by Company and Type of Utility Work individually by the Project. Utility Work is work assigned to the HQ Utility Section which includes verifying utilities need for a project.
  - a. Ability to perform the adjustment/relocation of utilities for:
    - i. Field Review
    - ii. Cost Estimates
    - iii. Prior Rights Reviews
    - iv. Preparation of Agreements
    - v. Scheduling Relocation Work
    - vi. Track Railroad transactions
    - vii. Identify acquisition needs
    - viii. Prior rights
    - ix. Property Management
    - x. Surplus – Auction and Direct Sale
  - b. Ability to prepare the various types of Occupancy Documents (Agreements/Permits) that are prepared as a result of a Relocation Project:
    - i. Consent to Common Use Agreement
    - ii. Inter-local Agreement (Verification)
    - iii. Relocation Agreement
    - iv. Line Extension Agreement
    - v. Valve/Manhole Agreement
    - vi. Joint Use Quick Claim Agreement (Recorded)
    - vii. Railroad Agreements



- viii. Occupancy Permit (Request, review and track)
- ix. Ability to track and Verify invoices to an Agreement
- 4. Ability to track all RW acquisitions to include total and partial parcels acquisition in line with Projects, gifts or donated properties based on the different types of acquisition – Partial Acquisition, Fee Acquisition, Federal Land Acquisition and LPA Acquisition.
  - a. Ability to identify NDOT Parcel #
    - i. Single APN
    - ii. Multi APN's (Combine APN's to single NDOT Parcel#)
  - b. Ability to search Locations for RW verification for Project area
  - c. Ability to calculate Cost (by purchase) based on:
    - i. Title and escrow fees
    - ii. Administrative Settlement
    - iii. Appraisal information
  - d. Ability to retrieve Property owner's information
  - e. Ability to upload maps, sketch maps, project plans and material sites.
  - f. Ability to track RW acquisition for usage for roads construction
  - g. Ability to produce, edit and submit different Agreements forms:
    - i. No Money
    - ii. Payables
    - iii. Receivable
    - iv. Payables/Receivables
  - h. Ability to produce Form fill custom documents
  - i. Ability to create a final Acquisition package
  - j. Ability to export acquisition data to MS Excel
    - i. By Project
    - ii. By parcel
    - iii. By Property Owner
  - k. Ability to accommodate legal Descriptions
- 5. Ability to have a Property Inventory as a repository for accurate, searchable information with respect to each and every parcel, and any changes to it overtime.
  - a. Ability to split parcels to create Surplus Suitable so that surplus real estate can be separated and can be disposed of and to record surplus or other property areas in any user-selected units of measure, for e.g., square feet, acres or square meters.
  - b. Ability to record excess or other property areas in any user-selected units of measure, for e.g., square feet, acres or square meters.
  - c. Ability to record exchange of properties during negotiations with a property owner for any acquisition of a portion in exchange for other properties that DEPARTMENT owns.
  - d. Identify Federal Land Inventory for the parcels that the DEPARTMENT has rights as Federal Lands and need to be combined with the Property Inventory.

- e. Ability to view, filter data and create dashboards for reporting to the management to review the overall Property Inventory.
  - f. Ability to satisfy all Permit requirements for leasing and licenses of DEPARTMENT owned properties.
  - g. Custom related Lands Acquired Report in PDF format
6. Ability to define data fields, validation rules, processes, inspections, fees, etc., Technical and legal data fields to cover items such as purpose, dimensions, size, spacing, lighting, readability ownership, etc.
- a. Ability to upload documents for reviewer
  - b. Ability to configure workflows to accomplish multiple concurrent reviews by divisions and sections
  - c. Ability to perform final inspections and notify other division of Sign completion of construction
  - d. Ability to have the sign permit disapproval override by the RW division Chief.
  - e. Ability to complete and track annual inventory.
  - f. Interface with IFS Advantage, update during the initial construction and annual inspections.
  - g. Custom created Sign Permit Report in Pdf format
7. Ability to enter, edit, view and search all data for Occupancy Permits for DEPARTMENT Right-of-Way
- a. Ability to upload documents for reviewer
  - b. Ability to configure workflows to accomplish multiple concurrent reviews by divisions and sections
  - c. Ability to perform final inspections and notify other division of Sign completion of construction
  - d. Ability to have the sign permit disapproval override by the RW division Chief.
  - e. Ability to complete and track annual inventory.
  - f. Interface with IFS Advantage, update during the initial construction and annual inspections.
  - g. Custom Report for the 30-45 day Performance Measurements (TP 10-1-3) . Pdf format
  - h. Custom created Sign Permit. Pdf format
  - i. Ability to create custom workflows to track permit category type.
  - j. Some of these permit types may have sub-types associated with them, and subtypes may each have different workflow processes and conditions associated with them. The first 7 categories have many common features in today's paper systems. Workflows are often very similar, however, there will be a need to allow for different attributes to be stored and different workflows to develop over time based on the permit types.
  - k. Ability to accommodate multiple Work Types within one Permit
8. Interface and/or exchange data with other DEPARTMENT systems
- a. Complete use of ROW ArcGIS layers after launching at the location point, for all modules requesting.
  - b. Application Xtender (AX) – DEPARTMENT's Document Management system

- c. IFS Advantage – to be able to read billing information and update ODA Inventory
- 9. Ability to have an intuitive user interface and a seamless usage of the system.
  - a. Ease of use within the application navigating between multiple modules.
  - b. Uploading of documents for Permit or ODA reviews
  - c. Ability to define user specific searches (Save for future use)
  - d. Display error messages and warning associated incorrect data entered
  - e. Data validation of defined fields
  - f. Ability to download search data to a MS Excel document
  - g. Ability to create report and save to pdf format
  - h. Allow use to update existing data
  - i. Ability to make records unchangeable once marked complete.
  - j. Ability to request electronic signatures through DocuSign.
  - k. Ability to accept payment, check or credit card.

### **7.1.3 EPATS**

Develop, Configure and Implement a project procurement, advertising and agreement processing solution to:

1. Implement and operate the four (4) core functions (procurement advertising, evaluation, award and agreement processing) following the process workflows.
2. Ability to create and store versions as project is updated.
3. Provide the ability for users to store and retrieve project-related data, files and documents electronically.
4. Enter, edit, advertise and view procurements.
  - a. Internal access to save all applicable information for advertisement.
  - b. Customizable dashboards that show the status of each procurement.
  - c. Ability for internal and external users to store and retrieve project related files and documentation.
  - d. Ability to restrict view and access information, based on role or status of the project.
  - e. Provides portal for proposers register their firm's information and to submit their proposals.
  - f. Allows individuals to sign up to receive advertising bulletins and issues them via email.
  - g. Issues notices and generate specific forms.
5. Enter, edit and process all agreements.
  - a. Store all required backup documentation and in-process documents.
  - b. Customizable dashboards that track and show the status of each agreement.
  - c. Ability to route documents for review, approval, and/or signatures.
  - d. Track firms' insurance and flag when renewals are due.
  - e. Ability combine and track agreement closing documents and to close the agreements in Advantage.

6. Manage milestones, schedules, tasks and work assignments on single and multiple projects.
  - a. Ability to enter and manage Agreement and Program Team resources; e.g. resource allocations, scheduling information and progress tracking.
  - b. Ability to provide Agreement and Program milestone/task tracking.
  - c. Ability to provide Gantt Chart View of project schedules.
  - d. Ability to provide Project team notifications and communication functionality.
  - e. Ability to approve or reject requests or forms online.
7. Ability to search for agreements and create ad hoc filters of data for display by multiple fields and criteria and Export required data to update the Agreement spreadsheet or replacement.
8. Generate ad hoc reports, including but not limited to the following:
  - i. All active agreements and status of each agreements
  - ii. All information from Advantage
9. Interface and/or exchange data with other systems.
  - a. IFS-Advantage
  - b. NDOT's SharePoint
  - c. DocuSign
  - d. Intelledox
  - e. Outlook

#### **7.1.4 TOMS**

Develop, Configure and Implement a project programming, scheduling and financial solution to:

1. Enter, edit, award, view, and manage transit operations and subrecipient project and financial data.
  - a. Ability to enter and edit project, transit, and grant information; e.g. project descriptions, project dates, identification numbers, funding data, project history, and comments.
  - b. Ability to provide systematic notifications to users (both internal and external) after various system dates and submissions.
  - c. Ability to upload and retain transit documentation.
2. Provide users with ability to enter, monitor, and report on all grant application lifecycle activities.
  - a. Ability to enter and post grant application information to outside entities.
  - b. Ability to allow external subrecipients to submit and upload application information.
  - c. Ability to review, notate, and score applications.
  - d. Ability to award and allocate percentages of funds of grants.
  - e. Ability to create, send, and print project documentation on allocations, financials and project data.
  - f. Ability to amend and close out grants and agreements.

- g. Merge Federal Funding data with Scheduled and/or Programmed Project data so that various ad hoc reports can be developed.
3. Allow users to submit invoices for use in tracking and reporting financial data.
    - a. Ability to perform data validation on financial data, including the use of triggers and notifications of data changes.
    - b. Ability to enter and report on requested subrecipient procurements.
    - c. Ability to calculate and track subrecipient spending and federal draw downs.
    - d. Ability to track and report funding across one or multiple funding types, projects, subrecipients, grants, agreements, etc.
    - e. Provide notifications on financial milestones; e.g. monthly due dates, errors, final invoices.
    - f. Ability to provide current and future year projections based on spending trends.
    - g. Ability of DEPARTMENT staff to approve or reject requests or forms online.
  4. Ability to allow external users to submit documentation for review and reporting by the DEPARTMENT.
    - a. Ability to schedule monitoring deadlines for subrecipient compliance activities.
    - b. Ability to receive and submit monitoring form for desk review and corrective actions.
    - c. Allow third party users to access and submit documentation for monitoring purposes.
    - d. Ability for users to store and retrieve project-related data, files, and documents electronically
  5. Provide users with an interactive web map reflecting project location(s) and other project details that supports the ArcGIS platform for online applications.
    - a. Mapping component within the user interface that displays project locations and project information. The map will be interactive and will allow users basic web-map functionality; e.g. pan and zoom, select, draw, zoom to and display search results.
    - b. Utilize DEPARTMENT's authorized data set; e.g. standardized DEPARTMENT Linear Referencing System, Base Maps, Map Templates, etc.
    - c. Data sets and feature layers are accessible for use/reference in other DEPARTMENT GIS maps and applications.
  6. Ability to allow external users to submit training and travel requests for review, approval, and reporting by the DEPARTMENT.
    - a. Ability to track training and certifications.
    - b. Ability of subrecipient to submit request for travel, training, and reimbursement.
    - c. Ability to track training and travel invoices separate from operating grants.
  7. Generate ad hoc reports to search for grants and create ad hoc filters of data for display by multiple fields and criteria.
  8. Interface and/or exchange data with other Department and federal systems:
    - a. IFS-Advantage – project, agreement, and grant information would be transferred from Masterworks system to IFS-Advantage to limit data entry and reduce delays in staff time required for review and entry. All relevant information will be included in Masterworks system described in this scope.

- b. eSTIP – all projects using federal funding must be included in the Statewide Transportation Improvement Program (STIP) prior to submitting grant applications to the respective federal agency. The DEPARTMENT's eSTIP system is an electronic tracking system of all such projects. Project details such as year, funding (federal and local), and descriptions are required for system approval. All relevant information will be included in Masterworks system described in this scope.
- c. Payment Voucher – this system allows for payment to external agencies. Information provided in each payment voucher allows for allocation of expenditures to agreements, grants, and subphases. All relevant information will be included in Masterworks system described in this scope.
- d. Transit Award Management System (TrAMS) – this is the system used by the Federal Transit Administration (FTA) to award and manage federal grants. Project descriptions and funding amounts are required as part of the federal grant application, which is information that will be included in the Masterworks system described in this scope.

### **7.1.5 LPA Index**

Develop, configure and implement a project and agreement management and tracking solution to:

1. Enter, edit, view, process and manage project and agreement data
  - a. Ability to establish temporary project identification numbers until project is scheduled/programmed and identification numbers can be assigned by NDOT financial management
  - b. Project Initiation Form (Project Data Sheet) for LPAs to initiate/submit project data for starting the agreement process
  - c. Capture and track agreement development process/workflow dates
  - d. Ability to enter and edit project and program information; e.g. project description, project dates, identification numbers, funding data, expenditure data, Local Agency contact information, project history and comments
  - e. Capture and track project invoices and documentation for processing invoices for payment
  - f. Processing project documentation templates; e.g. DBE goal request, Issue NTPs, Meeting agendas, develop and process Right-of-Way Setting memos through review and approval workflow.
  - g. Processing checklists for approving Consultant Selection Procedures and Bid Documents
  - h. Ability for users to store and retrieve project related files and documents
2. Manage milestones, schedules, tasks and work assignments on projects
3. Provide users with the ability to Generate ad hoc reports;
  - a. Quarterly LPA Projects report
  - b. Performance Measurement report
4. Interface and/or exchange data with other DEPARTMENT and systems:
  - a. PSAMs (soon to be replaced by Aurigo Masterworks Cloud solution)

- b. IFS Advantage
- c. eSTIP
- d. B2G Now

### **7.1.6 Commodities and Equipment Procurement System**

1. Ability to create, edit, submit and view the Form 51's and track the status of the Form 51 in the workflow process.
2. Ability to create and submit APR's & PPR's through a streamlined workflow.
3. Ability to make purchases and create, edit, view Purchase Orders (PO) and route it through different approvals for the final payment.
4. Ability to utilize the out of box features of the Aurigo Masterworks product for Agreement's commodity/equipment procurement module including forms, user administration and reporting/dashboards.
5. Interface and/or exchange data with other DEPARTMENT and systems:
  - a. IFS Advantage
  - b. EPATS (will be replaced by Masterworks Cloud as part of this scope)
  - c. DocuSign

### **7.1.7 Common Functionalities across the system:**

1. stem should provide users with the ability to search, query, filter data and create reports.
  - a. Ability to create, submit, print, and view required state and federal reports.
  - b. Ability to create canned and customizable reports.
  - c. Ability to generate ad hoc reports, as applicable and required.
  - d. Ability to export results into various formats, including Microsoft Excel, PDF, and Electronic Data Transfer File (EDT).
  - e. Ability to transfer data to BI tables and Excel.
2. System should provide the user to the ability to create and view robust and intuitive Dashboards at both the Enterprise and Project level based on the reporting needs of different divisions.
3. Create and store versions as project is updated.
4. Import, convert, and migrate all historical data from existing application/systems or databases.\*\*\* Ability to add fields and change titles for reporting purposes.

\*\*\* Please note that the scope items above do not address the specific data fields that will be required to be transferred over, revised or added as part of the new system. Also, at this time, the extent of the data that will be migrated to each system is not known.

## **7.2 Non-Functional Requirements**

Requirements to meet DEPARTMENT's technology standards; e.g. data security, data validation, role-based user access, system administrator functionality. (Refer to Appendix A for details)

### **7.2.1 User Interface**

User Interface Requirements describe the characteristics of the user interface between the product and its users. Further definition of each specific user interface will be determined during the design process.

- a. System shall have a web based graphical user interface using DEPARTMENT's Application Development Products and Standards
- b. Administration Tools for system control and operational management shall be included within the graphical user interface.
- c. Administration Tools shall include the management of User Accounts, Access Levels and Security, and Custom Filters.

### **7.2.2 Usability**

Usability Requirements define specific functions relating to work process and how the system shall be used to meet business needs. Usability requirements is the extent to which a product can be used by specific users to achieve goals with effectiveness, efficiency and satisfaction.

- a. System shall include the ability to set user-specified parameters on any field to limit search criteria.
- b. System shall allow users to search data using any field or combination of fields.
- c. System shall allow authorized users to save an ad hoc filter.
- d. System shall provide data validation functionality on all fields
- e. System shall provide user with error messages and warnings associated with improper entries and actions during data entry throughout the entire system.
- f. System shall allow users to export filtered results to Microsoft Excel.
- g. System shall allow users to update or edit any field in the database.
- h. System shall provide access to User Documentation and Help from within the User Interface, including Index and Search.

### **7.2.3 Performance**

Performance Requirements are those that specify static and dynamic numerical requirements placed on the system. These might include any specific items such as number of users supported, hours of operation, and speed of the system itself.



- a. Capacity – System shall be capable of handling 500 simultaneous user login sessions without system degradation or slowdown.
- b. Availability – System must be available to the internal DEPARTMENT user during extended business hours i.e., Monday – Friday, 6:00 am – 6:00 pm PST.
- c. Latency – System shall have a load response time of less than 5 seconds for all out of the box system requests. System response time may vary but not exceed 10 seconds for the custom features' system requests.

#### **7.2.4 Security**

Security Requirements are those that specify factors that will protect the system from malicious or accidental access, modification, disclosure, destruction or misuse.

- a. System shall provide a staging area for new and updated records.
- b. System shall provide users with the ability to review and approve new and updated records.
- c. All modifications to the database shall be logged by user, date and data changed.
- d. System shall prevent log and archive data from being modified.
- e. System must retain the original state of the data.
- f. System shall be capable of managing user access and system functionality based upon a specific set of user groups and login authentication.

#### **7.2.5 Data Management**

Data Management Requirements specify any information that is to be placed in the database, e.g. types of information, data access rules, data entities and relationships etc.

- a. System shall allow authorized users to manually override the automatic cumulative calculations as per configured solution
- b. System shall utilize all standard data validation tools; i.e. formatting, required fields, drop down lists, data type and allowed character check.

#### **7.2.6 Standards Compliance**

Standards Compliance Requirements are those relating to existing Federal, State, Local and DEPARTMENT Standards, policies, regulations or laws.

- a. System shall have an ADA-compliant interface (Title 6).
- b. System shall comply with all Local, Federal and State Information Security PSPs, and agency information security standards and requirements.
- c. System shall comply with DEPARTMENT Technical Standards.
- d. All software developed as part of this system must meet DEPARTMENTs software standards.

- e. DEPARTMENT will have the ownership and authorization for all data within the system.

### **7.2.7 Training and Support**

- a. Aurigo will provide an Initial Training before Go-live (separate training for each module) and a Post Launch Follow-up Training to the DEPARTMENT staff in their use of functionality of the existing system identified above in Section 2 as requested by the DEPARTMENT's project manager.
- b. Aurigo will provide training to the DEPARTMENT IT Service Desk staff in the support of use of the new solution including administrative roles as identified by the DEPARTMENT.
- c. Aurigo will provide electronic training manuals, user manuals, and system administrator manuals to the DEPARTMENT .
- d. Training, user, and system administrator manuals may be reproduced by the DEPARTMENT as needed via an electronic version from Aurigo. Training manuals will allow DEPARTMENT to train additional operators as needed. User manuals will describe core functionality and how to use the system. System administrator manuals will describe how to perform the administrative tasks necessary for day to day operations.
- e. All trainings will be held at the DEPARTMENT headquarters located in Carson City or other DEPARTMENT locations, as needed upon request by the DEPARTMENT's Project Manager.

## **8 Project Delivery Methodology**

### **8.1 Project Planning Phase**

The Project Planning Phase is when Aurigo and NDOT set the project foundation up for success. There are two primary threads of activities during this phase. The first is the Aurigo and NDOT Project Managers collaborating on how the project will be managed. The second is Aurigo analyzing NDOT's requirements and preparing for the Business Process Mapping phase. Project Planning phase deliverables include:

- (a) 2.1.2.1 Kick-Off Presentation
- (b) 2.1.2.2 Project Management Plan and sub plans
- (c) 2.1.2.3 Project Plan
- (d) 2.1.2.4 Project Site Setup
- (e) 2.1.2.5 Project Core Team Training on ACM, Project Management Tools, and Agile Methodology
- (f) 2.1.3.1 Requirements Analysis and Traceability Matrix
- (g) 2.1.3.2 Business Process Mapping Workshops Plan

Descriptions, details, frequency, and acceptance criteria for each deliverable are below.

### **8.1.1 Software Development Lifecycle (“SDLC”) Methodology**

#### **(a) Description**

- a. Aurigo Connect Methodology (“ACM”) Overview for All Delivery Phases
- b. Aurigo shall leverage their highly collaborative and comprehensive methodology and approach to design, configure, test and implement the Masterworks Cloud system. ACM includes Aurigo Connected Methods Toolkits and Delivery Architectures. Aurigo Connect Methodology (ACM) is:
  - i. A proven set of processes, deliverables and techniques that enable Aurigo teams to define and deliver projects;
  - ii. A comprehensive collection of methods that supports deployment of the Aurigo Masterworks solution; and
  - iii. Focused on fundamentals such as requirements management, testing, training, quality assurance, and project management.
  - iv. Each software development deliverable phase will include at minimum the following activity performed by Aurigo:
    1. Project Planning
    2. Business Process Mapping
      - a. Further elaboration of NDOT’s functional requirements
    3. Solution Configuration
      - a. Configure the software to meet NDOT’s functional and non-functional requirements
    4. Solution Testing
      - a. Aurigo conducts required system testing and NDOT performs user acceptance testing on the delivered solution
    5. Training
      - a. Train-the-Trainer, and Administrators for final deployment
    6. End User Deployment
      - a. Roll out of application to end users
    7. Go Live
      - a. Full deployment at NDOT

### **8.1.2 Project Management Deliverables – Completed during Project Planning Phase**

#### **8.1.2.1 Kick-Off Presentation**

#### **(a) Description**

- a. This deliverable is a presentation to familiarize all project team members with the project and ensure there is a baseline level of understanding between NDOT and Aurigo. The presentation includes the following topics:

- i. Project Overview
- ii. Goals & Objectives
- iii. Project Milestone Schedule (high level)
- iv. Processes, Tools, and Delivery Methodology
- v. Deliverables
- vi. Project Team, Roles & Responsibilities
- vii. Keys to Success
- viii. Next Steps

(b) Frequency

- a. The deliverable is due 30 calendar days after contract execution
- b. The kickoff presentation material shall be provided to NDOT three days prior to delivering the presentation in order for NDOT to review, provide guidance on the content, and request revisions if necessary.
- c. Aurigo Project Manager and Business Analyst anticipated to travel onsite for the kickoff meeting, with prior approval from NDOT Project Manager

### 8.1.2.2 Project Management Plan

(a) Description

- a. The Project Management Plan shall cover the following areas at a minimum:
  - i. Project Overview
    - 1. Describes the project scope, assumptions, and constraints.
  - ii. Project Organization
    - 1. Describes the project structure, stakeholders, roles and responsibilities.
  - iii. Project Schedule Management
    - 1. Describes the tools, techniques, work activities, and process for maintaining and reporting on the project schedule throughout the project lifecycle.
  - iv. Risk and Issue Management
    - 1. Describes the risk and issue management process and how this integrates with processes established by NDOT.
  - v. Communication Management Plan
    - 1. Protocols for communicating status including sample status report, meeting schedule, and agenda. Establishes a consistent method for communication planning, management, methods and activities needed to ensure timely and appropriate collection, generation, dissemination, storage, and disposition of project information. The Communication Management Plan shall detail the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on

stakeholders, etc. The Communication Management Plan shall define the communication vehicles, target stakeholders, scope and frequency of the project's communications vehicles.

vi. Documents Management Plan

1. This provides a description of the approach to managing the documents and project artifacts collected by and created by the project team.

vii. Requirements Management Plan

1. This provides a description of the approach to managing business and system requirements throughout the lifecycle of the project.

viii. Quality Management Plan

1. Establishes a consistent method and definition of activities, resources and standards needed to manage product and service performance. Includes the approach to measuring and reporting project performance (e.g., service level requirements) and the assessment, measurement, monitoring, and reporting of the required product and/or service performance outcomes. This plan should also address:
  - a. Strategies and processes to promote quality.
  - b. Procedures to periodically measure and report quality performance to NDOT.
  - c. How often the NDOT conducts internal audits and engages external audit firms to conduct audits of its operations if-applicable.
  - d. Controls used within the project to assure quality and consistency.

(b) Frequency

- a. The deliverable is due 60 calendar days after contract execution.
- b. Aurigo Project Manager anticipated to travel onsite one or two times, with prior approval from NDOT Project Manager

(c) Acceptance Criteria

- a. Aurigo shall provide and maintain the Project Management Plan, which must include all identified minimum criteria.
- b. Aurigo shall validate with NDOT that methodologies and details are aligned with NDOT expectations.
- c. Aurigo shall implement a sustainability plan to maintain the Project Management Plan.
- d. NDOT to review and approve final documents

### 8.1.2.3 Project Schedule

#### (a) Description

- a. The Project Schedule includes a schedule of tasks, dependencies, timeframes, deliverables, and demands on project resources. The plan shall be in Microsoft Project and include:
  - i. A milestone schedule, provided in Excel, showing high level phases from Project Planning to Go-Live
  - ii. A project schedule to include tasks, durations, dependencies, and resources
  - iii. A detailed schedule for key activities including project tasks, deliverables. The detailed schedule will include at a minimum the following:
    1. A logical sequence of tasks and deliverables
    2. A clear narrative definition of each task and deliverable
    3. A specific target completion date for each task and deliverable
    4. Task and deliverable relationships and dependencies
    5. Identification of the critical path for the work plan to allow the determination of impacts of any schedule slippage.
    6. All tasks associated with the delivery of the solution, including the tasks assigned to NDOT.

#### (b) Frequency

- a. The deliverable is due 45 calendar days after contract execution with detailed schedules due 10 working days after each phase start.
- b. Subsequent formal submittals will be required for formal approval of changed baseline dates.

#### (c) Acceptance Criteria

- a. Aurigo shall provide and maintain the Project Schedule that includes for the full program:
  - i. Milestones to be achieved;
  - ii. Deliverables;
  - iii. Activities performed by NDOT, and Aurigo;
  - iv. Critical path;
  - v. Dependencies
- b. Aurigo shall ensure the schedule is aligned with this agreement to successfully deliver the project.
- c. Aurigo shall implement a sustainability plan to update, maintain, and report on the Project Plan
- d. NDOT to review and approve the Project Schedule

#### **8.1.2.4 Project Site Setup**

(a) Description

- a. Aurigo will setup a SharePoint project site to track and manage:
  - i. Project Documentation
  - ii. Requirements Traceability Matrix (RTM)
  - iii. Decision Log
  - iv. Risk Log
  - v. Issue Log
  - vi. Action Items Log
  - vii. Sprint Feedback Log
  - viii. Change Request Log

(b) Frequency

- a. The deliverable is due 45 calendar days after contract execution.

#### **8.1.2.5 Masterworks Cloud Team Training on ACM, Project Management Tools**

(a) Description

- a. Aurigo shall provide initial training to NDOT prior to starting the assessment or design of the Masterworks system. The training is intended to help educate NDOT on Aurigo's SDLC methodology ACM, tools that will be used to manage the project, and the agile methodology being used to configure and review the system.

(b) Frequency

- a. The deliverable is due 60 calendar days after contract execution.
- b. Training to be provided by Aurigo Project Manager and Business Analyst
- c. Training to be provided after the Kick-off meeting and during the same on-site visit.

### **8.1.3 Business Analysis Deliverables**

#### **8.1.3.1 Requirements Traceability Matrix (RTM) Setup and Analysis**

(a) Description

- a. Aurigo Business Analysts will load all NDOT's requirements into the project sites Requirements Traceability Matrix. The RTM will represent 100% of the requirements that Aurigo must fulfill in order to close the project.
- b. No additional requirements will go it the RTM without a change order
- c. Aurigo Business Analysts will lead internal analysis, involving a number of Aurigo cross-functional experts, of all NDOT functional and non-functional requirements in order to:

- i. Identify and log elaboration questions to be asked during the Business Process Mapping workshops.
  - ii. Start mapping the requirements to Masterworks.
  - iii. Develop the Business Process Mapping workshop agenda.
- (b) Frequency
  - a. The deliverable is due 60 calendar days after contract execution.
- (c) Acceptance Criteria
  - a. NDOT will validate that all functional and non-functional requirements are logged in the RTM and reflective of the entire scope of services to be delivered per the contract.

### **8.1.3.2 Business Process Mapping Workshops Plan**

- (a) Description
  - a. NDOT has to provide Aurigo with functional requirements, non-functional requirements, and report examples.
  - b. Aurigo will conduct Business Process Mapping & Elaboration workshops to gain additional information and clarification around NDOT's requirements.
  - c. Additional information could include, as-is business processes, NDOT business roles, elaboration on requirements.
  - d. Aurigo staff will analyze NDOT's requirements and develop a proposed plan for workshops, including what subject matter experts are needed, how long the workshops should be, when, and what the agenda's will be
  - e. NDOT will be responsible for scheduling the required workshops with the appropriate subject matter experts.
- (b) Frequency
  - a. The deliverable is due no later than 60 calendar days after contract execution
  - b. Aurigo will deliver the plan as soon as possible to give NDOT at least 4 weeks' notice for the workshops
  - c. Workshops typically are 6 hours per day for 4 or 5 days and involve multiple SME's. Participants vary from day-to-day and even within a day. Agenda's will determine who is needed when
  - d. Aurigo Project Manager and Business Analyst anticipated to travel onsite two to three times, with prior approval from NDOT Project Manager, to facilitate workshop sessions
- (c) Acceptance Criteria
  - a. Complete Business Process Mapping Workshop plan and agenda's



### **8.1.3.3 Requirement Traceability Matrix Review Meetings**

- (a) Description
  - a. Aurigo will hold Requirement Traceability meetings where Aurigo and NDOT will review and update the status of requirements until all requirements are closed
  - b. At the beginning of a project, some requirements are met with out-of-the-box functionality and can be demonstrated, confirmed, and closed immediately.
  - c. If Aurigo determines some requirements can be demonstrated and closed, an RTM review meeting will be scheduled with NDOT
- (b) Frequency
  - a. If applicable, the deliverable is due 60 calendar days after contract execution
- (c) Acceptance Criteria
  - a. Meeting scheduled

### **8.1.4 Project Management Deliverables – Ongoing**

#### **8.1.4.1 Project Schedule Updates**

- (a) Description
  - a. Aurigo will monitoring and report the project progress.
- (b) Frequency
  - a. Project Schedule updated weekly to reflect changes and actual progress.
  - b. Formal submittals will be required for any changes to the baselined dates.

#### **8.1.4.2 Risk and Issue Management**

- (a) Description
  - a. Aurigo shall identify, escalate, analyze, and manage risks that jeopardize achieving milestones including:
    - i. Prioritize (based on probability and impact);
    - ii. Develop risk mitigation and remediation strategies.
- (b) Frequency
  - a. Risks and Issues will be logged as they come up
  - b. Risks and Issues will be reviewed at weekly project status meetings
  - c. Top risks will be documented in weekly status reports

#### **8.1.4.3 Requirements Traceability Matrix (RTM) Updates**

- (a) Description

- a. Aurigo will log and track each functional and non-functional requirement in the project RTM
  - i. Progress traceability from requirement to specification to sprint to test cases will be tracked
  - ii. Each requirement will have a status tracking it from Open to final closure; representing that Aurigo has delivered the requirement to NDOT.
  - iii. Closure of all requirements indicated the project can be closed.
- (b) Frequency
  - a. RTM will be updated each week as progress towards meeting requirements is made
  - b. RTM review meetings will be held between Aurigo and NDOT at a minimum after each phase, i.e. Project Planning, Business Process Mapping, etc.
  - c. RTM review meetings can be help at logical gates agreed upon between Aurigo and NDOT. For example, after an interface, business process, or testing is completed, Aurigo could schedule RTM review meeting with NDOT to update the RTM requirement statuses.

#### 8.1.4.4 Weekly Status Meeting and Reporting

(a) Description

- a. Aurigo is responsible for communicating a weekly status of project progress, risks, issues and change orders. The Weekly Status Report shall include:
  - i. Status of project health (scope, budget, schedule)
  - ii. Status of work completed against the Project Schedule
  - iii. Actual/projected Project Schedule dates versus baseline Project Schedule milestone dates
  - iv. Projected completion dates compared to approved baseline key dates
  - v. Recovery plan for all work activities not tracking to the approved schedule
  - vi. Objectives for the next reporting period
  - vii. NDOT responsibilities for the next reporting period
  - viii. Status on escalated risks and issues (including schedule and budget), requiring collaborative resolution
  - ix. Disposition of escalated or critical issues and risks
  - x. Status on change control requests
  - xi. Important decisions made and still need to be answered
  - xii. Record and status on action items

(b) Acceptance criteria

- a. Aurigo shall conduct weekly program status meetings to discuss items in the Weekly Project Status Report.
- b. Aurigo shall facilitate such meetings and provide the necessary supporting documents for effective communication and discussion.
- c. NDOT will review and approve all project status reports.

## **8.2 Business Process Mapping Phase - Discovery, Elaboration, and Specification Services**

The primary deliverable of the Business Process Mapping phase are Functional Specifications (FS) approved by NDOT that contain all the details required to fully configure Masterworks to meet NDOT's requirements. To reach approved Functional Specifications, Aurigo requires Business Process Mapping workshops to gain additional information on each requirement, map out the FS's required to configure the system, and identify business owners and subject matter experts (SME's) for each FS so that the project team knows who approves each FS. The Business Process Mapping phase deliverables include:

- (a) 2.2.1 Business Process Mapping Workshops
- (b) 2.2.2 Functional and Technical Specification RACI
- (c) 2.2.3 Functional Specifications
- (d) 2.2.4 Technical Integration and Data Migration Specifications

Descriptions, details, frequency, and acceptance criteria for each deliverable are below.

### **8.2.1 Business Process Mapping Workshops**

#### (a) Description

- a. Aurigo shall facilitate workshops with NDOT subject matter experts. The intent of these workshops is to validate and elaborate the solution requirements in the Scope Requirements section of this document
- b. Information from these sessions shall help Aurigo produce
  - i. Validated and elaborated functional and non-functional requirements, including security requirements and enterprise security policies.
  - ii. This may include the addition, modification, and deletion of requirements as deemed appropriate by NDOT staff.
  - iii. Addition of requirements will be logged in the Change Request log. NDOT can review the SME's change requests and determine if they want Aurigo to provide a cost and schedule estimate as the first step to a potential change order. In the alternative, the Change Request will be deferred, possibly for later consideration in this project or for a future system enhancement project.
  - iv. Business Process Diagrams
  - v. Input of all formal requirements into the requirements traceability matrix where the solution requirements are maintained and managed throughout the life of the project using the processes and tools established in the Requirements Management Plan.

#### (b) Frequency

- a. Workshops duration and frequency will be determined in the Project Planning Phase.

- b. Typical workshops duration spans 6 to 8 weeks, depending on SME availability.
- (c) Acceptance Criteria
  - a. Workshop plan is defined and executed
  - b. Workshop Meeting minutes
  - c. Reference document loaded into SharePoint
  - d. Updated Requirements Traceability Matrix
  - e. Updated Risk and Issues Log
  - f. Updated Decision Log
  - g. If-applicable, update Change Request Log

## 8.2.2 Functional and Technical Specification RACI

- (d) Description
  - a. Aurigo will provide a Functional Specification RACI listing all the FS's planned along with a RACI grid for NDOT to denote who will have the authority to approve the FS and who the SME's that will review the FS.
  - b. For example, a FS for GIS integration may only need to go to GIS SME's for review and approval. This process allows for FS's to be reviewed and approved by the appropriate NDOT representatives quickly.
- (e) Frequency
  - a. Created at the end of the Business Process Mapping workshops
  - b. Updated with the status of each FS as they are being drafted, reviewed and approved.
- (f) Acceptance Criteria
  - a. FS RACI filled in.

## 8.2.3 Functional Specifications

- (a) Description
  - a. The functional specification (FS) documents expand upon the solution architecture by defining the detailed mechanisms and approaches to implement the technical and functional requirements of the MASTERWORKS CLOUD system. The FS shall include, but is not limited to, the following:
    - i. The user experience design to ensure a compelling user experience for different user groups (e.g., screen mockups)
    - ii. Detailed workflow design and workflow/process flow diagram(s)
    - iii. Application configuration specifications
    - iv. Business rules
    - v. Roles and related permissions
    - vi. Email Notifications
    - vii. Data Dictionary
    - viii. Requirements Traceability that depicts the mapping of functional, non- functional and interface requirements to the specifications.
- (b) Frequency
  - a. To be determined after Business Process Mapping Workshops
- (c) Acceptance Criteria
  - a. Approved Functional Specifications to be used to configure Masterworks to meet NDOT's requirements

## 8.2.4 Technical Integration and Data Migration Specifications

- (a) Description
  - a. These specifications document the requirements for integration and data migration. The specifications will be jointly developed by NDOT and Aurigo and will identify:

- i. source to target data mapping
    - ii. data validation rules
    - iii. data transformation requirements
    - iv. security requirements
    - v. bulk data load processes
    - vi. interface methods
    - vii. Exception process handling (e.g., NDOT will identify source, Aurigo shall identify target)
  - b. Data Dictionary for target
    - i. The target data dictionary should be in the same format as the source data dictionary.
- (b) Frequency
- a. One specification per integration and data migration as listed in *Table 1 - NDOT System Inventory, Integration and Data Migration Plan*
- (c) Acceptance Criteria
- a. Approved Technical Specifications

### **8.3 Solution Configuration, Integration, and Data Migration Phase**

The Solution Configuration phase is when Aurigo configures Masterworks to meet NDOT's functional and non-functional requirements documented in the RTM and further detailed in specifications.

Aurigo delivers the solutions iteratively throughout this phase. Our normal iteration cadence is 3 weeks. At the beginning of each iteration, Aurigo will identify the requirements that will be delivered, configure the solution, and deliver an updated software environment for the NDOT to review during a Sprint Review meeting. The intent of the iteration is not to do final system acceptance or testing but to verify the solution is meeting requirements as documented in the RTM and specifications. If any updates are warranted, e.g., a bug identified or missed requirement, they will be documented in the Sprint Feedback Log and planned for delivery in future iterations. If new scope is identified during an iteration, it will be logged in the Change Request Log and follow the agreed Change Management process.

Aurigo will continue to iterate through the solution configuration phase until all requirements are delivered satisfactorily to NDOT.

The Configuration Phase deliverables include:

- (a) 2.3.1 Configured Solution
- (b) 2.3.2 Sprint Feedback Logs
- (c) 2.3.3 Updated Change Request Log (if-applicable)
- (d) 2.3.4 Integration and Data Migration Services

Descriptions, details, frequency, and acceptance criteria for each deliverable are below.

### 8.3.1 Configured Solution

- (a) Description
  - a. Aurigo delivers the solution in iterations so that users can validate functionality as the project progresses and provide feedback.
- (b) Frequency
  - a. Sprints delivered every 3 weeks
- (c) Acceptance Criteria
  - a. Sprint reviewed by SME's
  - b. NDOT feedback provided and defines done

### 8.3.2 Sprint Feedback Logs

- (a) Description
  - a. Each iteration of the solution is called a Sprint
  - b. Each sprint is reviewed by NDOT to verify it is being configured per specifications
  - c. User feedback is logged in the Sprint Feedback log
  - d. Feedback can be logged by Aurigo and/or NDOT
  - e. Feedback is analyzed and then classified by the Aurigo Business Analyst as either a bug, clarifications, product enhancement request, solution change request, or scope change
    - i. Classifications are defined as follows:
      1. **Bug** = Solution configuration is not functioning per approved specifications or out-of-the-box functions
      2. **Clarification** = Feedback only requires clarification by Aurigo to NDOT to close the feedback
      3. **Product Enhancement Request** = Feedback requesting changes/enhancements to the Masterworks product. Product enhancement changes cannot be made by Professional Services. However, feedback will be passed onto the Product Development Team and logged into the Aurigo Masterworks Idea Portal for consideration in the Aurigo Product Roadmap.
      4. **Solution Change Request** = NDOT requests Aurigo to change a previously approved solution configuration specification. Solution Change Requests will be logged in the Change Request Log (see section 2.3.3.) and tracked to its approved closure
      5. **Scope Change** = NDOT requests a scope change. The new requirement is not part of the original scope of work. Scope change requests will be logged in the Change Request Log (see section 2.3.3) and tracked to its approved closure.
  - f. All feedback is captured, analyzed, and tracked to closure
- (b) Frequency
  - a. Updated after NDOT Sprint Review sessions
- (c) Acceptance Criteria



- a. Feedback logged, analyzed and disposition planned.

### 8.3.3 Updated Change Request Log (if-applicable)

(a) Description

- a. During sprint reviews, SME’s have a chance to touch and interact with Masterworks
- b. At times, users request new features or functions that were not part of the original scope of the project
- c. All change requests will be captured for review in the Change Request Log
- d. Aurigo and NDOT will review change requests and NDOT can decide if any further action, such as requesting a cost and schedule estimate, is warranted, or if the change request will be deferred.

(b) Frequency

- a. If-applicable - updated after NDOT Sprint Review sessions

(c) Acceptance Criteria

- a. Change request logged, analyzed, and disposition planned.

### 8.3.4 Integration and Data Migration Services

Table 1 provides a comprehensive inventory of the NDOT systems within the scope of the Masterworks Cloud project, either as targets for replacement with migration of data from the system to Masterworks, or an interface between the system and Masterworks

Data Migration services will be billed as T&M on a monthly basis. Aurigo has included 1000 hours of data migration services.

Integration services will be billed as T&M on a monthly basis. Aurigo has included 2000 hours of integration services

Table 1 - NDOT System Inventory, Integration and Data Migration Plan

No.	System Name	Description	Strategy
1	NDOT Departments	The intent is to interface or exchange data from Planning, Design, Specifications, ROW, Environmental, Traffic Ops as applicable.	Interface
2	IFS Advantage	Project budget lines are entered and used by the Project Billing System to track spending and invoice the Federal Government and other third parties for various road construction projects. Brief descriptions are entered into this system and data items are updated throughout the life of the project. Masterworks will provide an interface to	Interface

		the IFS Advantage system to reduce redundant data entry.	
3	AASHTOWare Project (AWP)	AASHTOWare Project (AWP) is a construction and materials management software used to manage construction projects, contractor payment and materials testing information for the DEPARTMENT.	Interface
4	RW ArcGIS Layer	RW ArcGIS layer will be a new system which is in implementation phase currently. This layer will establish a ROW boundary or ownership, as a dataset in ESRI geodatabase format.	Interface
5	Application Xtender (AX)	The DEPARTMENT's Document Management system.	Interface
6	NDOT SharePoint & Website		Interface
7	DocuSign		Interface
8	Intelledox		Interface
9	Outlook		
10	eSTIP	All projects using federal funding must be included in the Statewide Transportation Improvement Program (STIP) prior to submitting grant applications to the respective federal agency. The DEPARTMENT's eSTIP system is an electronic tracking system of all such projects. Project details such as year, funding (federal and local), and descriptions are required for system approval. All relevant information will be included in Masterworks system described in this scope	Interface
11	Payment Voucher	This system allows for payment to external agencies. Information provided in each payment voucher allows for allocation of expenditures to agreements, grants, and subphases.	Interface
12	Transit Award Management System (TrAMS)	This is the system used by the Federal Transit Administration (FTA) to award and manage federal grants.	Interface

13	B2G Now		Interface
14	E-Bidding Systems		Data Migration
15	IRWIN		Data Migration
16	EPATS		Data Migration
17	LPA Index		Data Migration
18	TOMS	Excel Spreadsheets data migration, as applicable.	Data Migration

## 8.4 Solution Testing Phase

NDOT's solution will go through multiple rounds of testing as part of quality assurance and quality controls before moving into production.

- (a) Developer Unit Testing
- (b) Full System Regression Testing
- (c) Smoke Testing
- (d) System Integration Testing (SIT)
- (e) User Acceptance Testing (UAT)
- (f) Load and Stress Testing (LAST)
- (g) Penetration Security Testing

The first three rounds of testing are done by Aurigo before deploying the system to NDOT for testing. NDOT will perform System Integration Testing and User Acceptance Testing (UAT). The Solution Testing phase concludes with NDOT's approval to move the system to production.

The Solution Testing Phase deliverables include:

- (a) 2.4.1 System Integration Testing (SIT) Environment and Results
- (b) 2.4.2 Load and Stress Testing (LAST) - Performance Testing Results
- (c) 2.4.3 Penetration (Security) Testing Results
- (d) 2.4.4 User Acceptance Testing (UAT) Environment and Results

Descriptions, details, frequency, and acceptance criteria for each deliverable are below.

### 8.4.1 System Integration Testing (SIT) Environment and Results

- (a) Description
  - a. This phase of testing puts the delivered solution into an isolated testing environment with test versions of all systems that have integrations.
  - b. The overall testing provides point to point testing of every interface that has been developed as part of the release.

- c. The scenarios that will be run are geared to testing data boundaries, conversion, validation rules, etc.
  - d. NDOT will need to provide access to their applicable business system test environments so that integrations between Masterworks and business system, in scope for integrations, can be tested.
- (b) Frequency
    - a. After integration and data migration are configured
  - (c) Acceptance Criteria
    - a. Test results are run to completion and passed

#### **8.4.2 Load and Stress Testing (LAST) - Performance Testing Results**

- (a) Description
  - a. The load and stress testing tests the system from a performance and scalability perspective.
  - b. It ensures that all integrations, and configurations, function at predicted user loads, with predicted data sets.
  - c. This testing is critical to ensure that the system will operate normally in a production environment with a full user load accessing the system.
- (b) Frequency
  - a. After integration and data migration are configured
- (c) Acceptance Criteria
  - a. Test results are provided to NDOT and meet NDOT's non-functional requirements

#### **8.4.3 Penetration (Security) Testing Results**

- (a) Description
  - a. Penetration testing ensures the system is not vulnerable to attacks by third parties.
  - b. Aurigo regularly runs penetration testing on its platform, but this phase of the project ensures that the delivered solution has no known open security holes.
  - c. During this sub phase, Aurigo performs tests that conform to the OWASP top 10 security flaws for web-based applications
- (b) Frequency
  - a. After integration and data migration are configured
- (c) Acceptance Criteria
  - a. Test results are provided to NDOT and accepted

#### **8.4.4 User Acceptance Testing (UAT) Environment and Results**

- (a) Description
  - a. In this testing phase, NDOT will review all solution deliverables submitted by Aurigo.
  - b. Aurigo will work with NDOT to support UAT

- c. Testing should provide end-to-end business scenario testing from an end user perspective.
  - d. The goal of UAT is to verify that all functional and non-functional requirements have been met and configured to NDOT's approved specifications.
- (b) Frequency
- a. After configuration and SIT is complete
- (c) Acceptance Criteria
- a. Test results are run to completion and passed
  - b. NDOT approves the system for production release

## **8.5 Training Phase**

Aurigo provides extensive train-the-trainer training and administrative training to support successful adoption of all users. Training is delivered through an Instructor Led Training (ILT) process. The scope of training services for NDOT include:

- (a) Prior to go-live, one initial training of up to 25 users lasting 4 days
- (b) Post go-live, another follow up training of up to 25 users lasting 4 days
- (c) System Administration Training for NDOT's IT Service Desk
- (d) Training will be held at NDOT's facilities located in Carson City.
- (e) Travel expenses will be billed on actuals, as per NDOT policies.

### **8.5.1 Instruction-Led Initial Train the Trainer Training**

- (a) Description
  - a. Aurigo will provide an Initial train the trainer training on implemented Masterworks Solution for each module before Go Live
  - b. Aurigo will repeat the anticipated 4-day train the trainer training post Go Live per NDOT Project Manager's request
  - c. Aurigo will train up-to 50 users, in blocks of up-to 25 users per class
- (b) Frequency
  - a. 4-day course offered two times
  - b. Timing will be mutually agreed upon between NDOT and Aurigo.
- (c) Acceptance Criteria
  - a. Training is provided at NDOT's facilities in Carson City
  - b. End users are ready to use the system

### **8.5.2 Instruction-Led System Administration Training**

- (a) Description
  - a. Aurigo will provide a 1 day System Administrator training course to NDOT's IT Service Desk, and System Administrators
  - b. The administrative training program will enable administrative-users to make any minor modifications and changes to the users, permissions, security settings, business rules, forms, dashboards and reports as they begin to adopt the system (if they choose to do it themselves).
- (b) Frequency
  - a. 1 day course offered one time.
  - b. Timing will be mutually agreed upon between NDOT and Aurigo.
- (c) Acceptance Criteria
  - a. Training is provided at NDOT facilities in Carson City
  - b. System Administrators are ready to maintain NDOT's Masterworks solution

### **8.5.3 Training Documentation**

- (a) Description
  - a. The training material used for training sessions and provided to NDOT includes:
    - i. Instructor-led training PowerPoint presentation soft copies hosted online
    - ii. Aurigo will also provide the NDOT with user guides, administrative manuals and quick start guides.
- (b) Frequency
  - a. Material required for training sessions will be provided to NDOT one week prior to the training session
  - b. User guides and Quick Start guides will be delivered prior to go-live
  - c. Administrative manuals will be delivered prior to project closeout
- (c) Acceptance Criteria
  - a. Demonstration of instructor-led training, including all supporting materials, effectively communicating end-user, and system administration system processes
  - b. Training material supports user adoptions
  - c. Training material can be used by NDOT to train additional users
  - d. Training material is provided electronically for NDOT's reproduction and use

### **8.5.4 Post Go-Live/Launch Training Support upon Request**

- (a) Description
  - a. Aurigo will repeat the anticipated 4-day train the trainer training post Go Live per NDOT Project Manager's request
  - b. Any additional training or post launch training support requested will be separately priced on a time and materials basis.
- (b) Frequency
  - a. As requested,
- (c) Acceptance Criteria
  - a. Training is provided at NDOT's headquarters in Carson City
  - b. Training delivered as requested.

## **8.6 End User Deployment and Go-Live Phases**

During this phase, planning for production deployment/go-live. The primary activity is deployment readiness, communication planning, and post-deployment smoke testing.

## 8.6.1 Deployment Plan

- (a) Description
  - a. Strategy for deployment of the solution to production
  - b. Contingency and rollback plan if deployment is unsuccessful
  - c. Smoke test plan that includes steps to verify the deployed solution is functioning correctly in the production environment
  - d. Criteria for approving production deployment (Go / No Go Decision)
  - e. Anticipated downtime with user impact during deployment
  - f. User and service desk communication plan
  - g. Final deployment approval steps
  - h. Estimate of duration of deployment activities, required resources, and skills necessary of required resources
- (b) Frequency
  - a. Once for production release
- (c) Acceptance Criteria
  - a. Deployment Plan review and acceptance required prior production release
  - b. Deployment Plan review and acceptance required prior to Go / No Go Decision Meeting

## 8.7 Project Closeout, Final Acceptance and Transition to Support

- (d) Description
  - a. This is the final phase to close out the project and transition NDOT to Aurigo Support
  - b. Project closeout includes:
    - i. Contract Closeout.
      - 1. Verification all expected deliverables have been received
      - 2. Verification all requirements have been met and closed
    - ii. Project Financial Closeout
      - 1. Verify final Professional Services project invoice has been processed
    - iii. Transition NDOT to Aurigo Support
      - 1. Introduce NDOT to Support personnel
      - 2. Review SLA
      - 3. Train NDOT System Administrator on how to log, monitor, and review production issues in the Aurigo Customer Support Portal
    - iv. Obtain Final Acceptance sign-off from NDOT
- (e) Frequency
  - a. One Contract and RTM final review meeting
  - b. One Project Closeout and Transition to Support meeting (includes Customer Support Portal training)
- (f) Acceptance Criteria
  - a. RTM line items closed



- b. NDOT Final Acceptance sign-off
- c. Final Professional Services invoice processed
- d. Transition to Aurigo Production Support

**8.8 Standard Onsite Visits, Travel Authorization and Reimbursements**

(a) Description

- a. Aurigo Project Manager to request travel authorization prior to any Aurigo staff traveling onsite.
- b. NDOT Project Manager to approve travel authorization prior to Aurigo staff booking travel.
- c. In the interest of cost savings, travel authorization should be at least two weeks in advance.
- d. Aurigo travel expenses to be invoiced monthly, with attached receipts, and reimbursed by NDOT
- e. Aurigo will comply with NDOT’s Travel Policy as follows:
  - i. Travel costs will be reimbursed based on actual costs limited by Federal Travel Regulations (FTR) and the CONUS rate for Nevada. The FTR breaks down meals and incidental expenses at its website: [www.gsa.gov/mie](http://www.gsa.gov/mie). The first and last travel days are calculated at seventy-five percent (75%). The lodging rate excludes taxes and fees. Taxes and fees are reimbursable. See this website for lodging in Nevada: <http://www.gsa.gov/portal/category/100120>

(b) Frequency

- a. The number of Aurigo visits onsite is 100% under the control of NDOT.
- b. In review of NDOT’s requirements and Aurigo’s recommended best practices, Aurigo recommends around 10 to 12 onsite trips over a 12 months project duration, ranging from 1 to 3 staff per trip, and 2 to 5 days per trip.
- c. The visits, and Aurigo resource, are shown in Table 2 below. Descriptions of each visit are below the table.

Resources	Project Phase								Onsite Visits
	Project Planning	Business Process Mapping (Workshops)	Business Process Mapping (Specifications)	Solution Configuration	Solution Testing	Training	End-User Deployment Go-Live	Project Closeout	
Project Manager	1 to 2 trips	2 to 3 trips			1 trip	1 trip	1 trip	1 trip	7 to 9
Business Analyst(s)		2 to 3 trips	2 to 3 trips	2 to 3 trips	1 trip	4 trips	1 trip		12 to 15
Trainer						4 trips			4
Director, Customer Success								1 trip	1
Customer Support Specialist								1 trip	1

d.

25 to 30

*Table 2 - Standard Onsite Visits per Phase*

**e. Project Planning Phase**

- i. Resource(s): Project Manager
- ii. Visits: 1 to 2 trips
- iii. Duration: 2 to 3 days onsite per trip

- iv. Purpose: This time is for Project Managers to work on project plans, project management plans, and prepare for project kickoff

**f. Business Process Mapping (Workshops)**

- i. **Resource(s):** Project Manager, Business Analyst
- ii. **Visits:** 2 to 3 trips each. 4 to 6 trips in total
- iii. **Duration:** 4 to 5 days onsite per trip
- iv. **Purpose:** These are weeklong workshops (typically scheduled for 6 hours per day) with NDOT to review and clarify business requirements, demonstrate how they system can meet requirements, capture business processes, collect reports, process, SOP's and any other relevant documentation to further elaborate the contracted requirements. Typical projects require at least two weeks of workshops (10 business days @ 6 hrs./day), sometimes a third week (additional 5 business days @ 6hrs/day). **NOTE:** if workshops cannot be scheduled back-to-back during a one-week visits, the number of visits will expand until all 10 to 15 business days are completed.

**g. Business Process Mapping (Specifications)**

- i. **Resource(s):** Business Analyst(s)
- ii. **Visits:** 2 to 3 trips
- iii. **Duration:** 2 to 3 days onsite per trip
- iv. **Purpose:** This time is for the Aurigo Business Analyst to walk-thru system specifications (functional, non-functional, technical) with NDOT, collect feedback, update and get sign-off from NDOT. Given these are documentation reviews, onsite it not required but Aurigo has found in-person reviews to be the most effective approach until SME's become familiar with specification format. From there on, reviews can be via conference calls.

**h. Solution Configuration**

- i. **Resource(s):** Business Analyst
- ii. **Visits:** 2 to 3 trips
- iii. **Duration:** 1 to 2 days onsite per trip
- iv. **Purpose:** This time is for the Aurigo Business Analyst to conduct the "Sprint Review" meetings NDOT. Sprint Review meetings are where Aurigo demonstrates system updates/configurations made during the previous sprint. The purpose is to verify the system is being configured per specifications and test for bugs. These meetings can happen via web conferencing but Aurigo has found in-person reviews to be the most effective approach until SME's became familiar with Masterworks. From there on, reviews can be via web conferencing.

**i. Training**

- i. **Resource(s):** Project Manager, Business Analyst, Trainer
- ii. **Visits:** 1 trip for the Project Manager, 4 trips each for the Business Analyst and Trainer
- iii. **Duration:** 4 to 5 days onsite per trip
- iv. **Purpose:** These trips are to provide Instructor Led Training. Aurigo recommends the Aurigo Project Manager, and Business Analyst, join the training sessions to support NDOT trainee's during the session. The larger the group, the more support is needed.

**j. End-User Deployment Go-Live**

- i. **Resource(s):** Project Manager, Business Analyst
- ii. **Visits:** 1 trip each
- iii. **Duration:** 2 to 3 days onsite
- iv. **Purpose:** Aurigo recommends the PM and BA be onsite at go-live to support NDOT in responding to end-user questions and to facilitate the fastest response to issues if they arrive. This can be done remotely, but is more effective in-person.

**k. Project Closeout**

- i. **Resource(s):** Director, Customer Success; Customer Support Specialist
- ii. **Visits:** 1 trip each
- iii. **Duration:** 1 day

- iv. **Purpose:** In-person meeting to:
1. Closeout the project
  2. Prepare to transition NDOT from Professional Services to Customer Success by:
    - a. Introducing NDOT to the Director of Customer Success and NDOT's assigned Customer Support Specialist (providing a single point of contact)
    - b. Provide Customer Support portal training to NDOT System Administrator(s)
  3. The meeting can be conducted remotely. However, Aurigo recommends in-person introductions and an on-site transition meeting for Platinum customers.

## Appendix A

### General DEPARTMENT IT Standards

#### INTRODUCTION

The purpose of this document is to provide Nevada Department of Transportation (DEPARTMENT) vendors with the following IT Architectural Standards as a guideline to facilitate the implementation and management of DEPARTMENT enterprise information systems. This document will provide standards that includes, but is not limited to: planning, designing, building, creating, developing, enhancing, implementing, maintaining, and using DEPARTMENT networks, gateways, front-ends, information systems, applications, databases, computer-based tools, and information assets.

The following products and standards pertain to all vendors that DEPARTMENT engages to conduct business. The vendor's product and/or service must comply with these standards. In addition, these standards apply to any entity connecting to DEPARTMENT IT resources to conduct business. Vendors are responsible for developing and maintaining procedures to facilitate and monitor the implementation of these standards. Additionally, the DEPARTMENT's IT Division has adopted the use of Scrum as its preferred project management approach across all functional areas (Application Development, Systems, Networking, etc.) and prefer vendors with familiarity and/or fluency in Agile methods, however the DEPARTMENT's IT Division can accommodate other methodologies upon approval. The following information will provide a baseline of requirements and specifications and should be included in the completed specific projects, tasks, deliverables, or functions.

Below are the products and standards used within the DEPARTMENT – effective as of 19 September 2017. The standards are constantly changing due to technological advances at DEPARTMENT; therefore, vendors should follow these guidelines but should also check with the DEPARTMENT IT Division for any recent changes to the current specifications or requirements. Depending upon individual project specifications, there may or may not be additional policies, procedures or standards to which vendors must adhere. However, these will be discussed on an as-needed basis.

#### DATABASE PRODUCTS AND STANDARDS

DEPARTMENT has established Microsoft SQL-Server as the Relational Database Management System (RDBMS) for the primary database standard.

- Database management system (DBMS) based on relational or object-oriented model.
- Microsoft SQL Server 2016 is recommended. Microsoft SQL Server 2014 at a minimum. *Please note that DEPARTMENT will upgrade to SQL 2014 by 2017.*
- Estimate of database size.
- Setup and maintain separate environments (development, test, and production).
- Restrict vendor from direct database access.
- Provide contact list.

- Personal Identifiable Information (PII) data, Protected Health Information (PHI) data, and Payment Card Information (PCI) data must be encrypted in transit and at rest per Nevada Revised Statute (NRS 603A), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Privacy Act of 1974.
- SQL Server database deployments and changes will be scripted; Oracle schemas will be scripted.
- Oracle 12c is currently used.
- Oracle NLS\_Character set needs to be we8mswin1252.
- Oracle NLS\_NChar\_Character set needs to be AL16UTF16.
- Online Transaction Processing (OLTP) databases:
  - Data logic and business rules must be encapsulated.
  - Ad hoc queries and data modifications are disallowed.
  - Errors must be handled in procedure code without being passed directly to client applications.
  - Revoke or deny all permissions to the underlying tables for all roles and users in the database.

## **APPLICATION DEVELOPMENT PRODUCTS AND STANDARDS**

Application developers and administrators must follow the Software Development Life Cycle (SDLC) process to ensure proper coding and avoid programming deficiencies. The SDLC procedures include fundamentals to ensure security risks do not expose DEPARTMENT'S data and information systems. Applications for end users should be developed in the web software environment. Application developers should keep in mind that some remote offices and public access users still only have limited internet connectivity. Additional requirements on Web, database, network security, and other IT related issues should be investigated with the IT division.

- Must be developed on thin client.
- Must use DEPARTMENT's standard User Interface theme (look and feel).
- The use of beta software is prohibited unless approved by the DEPARTMENT IT Chief.
- Development based on three-tier architecture (client, business logic, and database tier):
  - All user interactions with the database are through the middle tier.
  - The middle tier returns data to the User Interactions tier.
- Web API is used for web services and other communications in the middle tier.
- Following coding standards:
  - Web-based Applications:
    - i. ASP.net using VB.net (used only for maintenance of existing products), C#.net (new Projects)
    - ii. MVC using C#.net
    - iii. HTML5
    - iv. Bootstrap
    - v. Java-script for client-side
    - vi. jQuery, Angular JS or similar development library
    - vii. Ext.net (used only for maintenance of existing products)

- viii. Site.css stylesheet (no inline CSS)
  - o Desktop Applications (Developing this type of application must be approved by management):
    - i. C#
- Applications should be developed and coded in .NET framework v.4.5. as a minimum.
- The DEPARTMENT is currently using Oracle's OBIEE for standard reporting, however future reporting efforts are intended to use Microsoft PowerBI or SQL Reporting Services. PowerBI (Government version) will likely replace OBIEE as the DEPARTMENT standard.
- Restrict development tools in Production environment.
- Documentation standard:
  - o Code will be documented with comments;
  - o GhostDoc XML documentation;
  - o Software Specification Documentation;
  - o The database will be documented at a minimum, with:
    - i. Entity Relationship Diagram (ERD); and
    - ii. Data Dictionary.
- Database programming standards:
  - o Development of applications hosted on premise to use SQL Server.
  - o Development of applications hosted off premise may use a database platform of the vendor's choosing.
  - o Users will be limited to the minimum level needed to complete their tasks.
  - o The database will be normalized to level 3mod.
  - o Existing DEPARTMENT data and data models will be used where appropriate:
    - i. The DEPARTMENT will provide to the vendor data tables with data when they are to be used by the vendor in their development.
- Software developed for NDOT must adhere to the following secure coding practices:
  - o Validate input from all data sources before use.
  - o Compile code using the highest warning level available for your compiler and eliminate warnings by modifying the code.
  - o Architect and design for security policies. Create a software architecture and design your software to implement and enforce security policies.
  - o Keep the design as simple and small as possible.
  - o Default deny. Base access decisions on permission rather than exclusion.
  - o Adhere to the principle of least privilege. Every process should execute with the least set of privileges necessary to complete the job. Any elevated permission should be held for a minimum time.
  - o Sanitize data sent to complex subsystems such as command shells, relational databases, and commercial off-the-shelf (COTS) components.
  - o Practice defense in depth. Manage risk with multiple defensive strategies, so that if one layer of defense turns out to be inadequate, another layer of defense can prevent a security flaw from becoming an exploitable vulnerability and/or limit the consequences of a successful exploit.

- Use effective quality assurance techniques. Good quality assurance techniques can be effective in identifying and eliminating vulnerabilities. Fuzz testing, penetration testing, and source code audits should be incorporated as part of an effective quality assurance program.
- Adopt a secure coding standard. Develop and/or apply a secure coding standard for your target development language and platform.
- Identify and document security requirements early in the development life cycle and make sure that subsequent development artifacts are evaluated for compliance with those requirements.
- Use threat modeling to anticipate the threats to which the software will be subjected. Threat modeling involves identifying key assets, decomposing the application, identifying and categorizing the threats to each asset or component, rating the threats based on a risk ranking, and then developing threat mitigation strategies that are implemented in designs code, and test cases.

## **SYSTEM PRODUCTS AND STANDARDS**

It is important to maintain the configuration of DEPARTMENT servers. These servers store, process and transmit critical information. Privileged access must be strictly limited. System administrators will control granting access privileges to users in accordance to DEPARTMENT's policies.

Only DEPARTMENT-approved software shall be installed on any DEPARTMENT workstations, laptop, or server. To avoid technological incompatibility issues, security exposures, software incompatibility issues, and management issues, no one can install non-DEPARTMENT issued software.

- Windows Server 2016.
- Desktop Operating System: Windows 10 & 7 backwards compatibility. Please note the DEPARTMENT started migration to Windows 10 in 2016.
- Below are the specifications of the different systems within the DEPARTMENT
  - Desktop – Dell Optiplex 3050 with I5 and I7 processors
  - CADD – Dell Precision 7820 Tower
  - Mobile – Latitude 5285 and Latitude 5289
  - IT Systems and Desktop Techs – Dell Precision XPS 8920 with I5 and I7 processors
  - Network Techs – Latitude 7480 Ultrabook
- Server: Dell (Model and specifics to be specified by Staff based on application needs).
- Redundant power supply.
- Minimum 64GB RAM or higher.
- Minimum 500GB Drive Array (Solid State Drive (SSD) preferred).
- Redundant raid array (RAID 5 minimum).
- 10gb Network Interface Controller (NIC).
- DRAC Capable if branch office.



## **WEB PRODUCTS AND STANDARDS**

The following products and standards should be considered when developing web-based solutions.

- Browser support- Current version plus one previous version:
  - Microsoft Edge (latest version plus two versions);
  - Internet Explorer (11.x and newer);
  - Firefox (latest version plus two previous versions);
  - Safari (latest version plus two previous versions); and
  - Chrome (latest version plus two previous versions).
- Applications developed using the latest in Responsive Web Techniques (Mobile First Design) to allow for use on various devices including, but not limited to: desktop, mobile, tablets, etc.
- webDAV usage is not allowed.
- Use of Flash is prohibited.
- Use of Silverlight is prohibited.

## **GEOGRAPHIC INFORMATION SYSTEMS PRODUCTS AND STANDARDS**

DEPARTMENT is implementing an Enterprise Geographic Information System built upon the Esri software platform and using ArcGIS for Portal, ArcGIS Online, and Esri Roads and Highways.

- GIS Software Compatibility
  - All routes and event tables must support Esri's Roads and Highways version 10.5.1 or higher.
  - Any server-side processes must use ArcGIS Server Geoprocessing services, ArcGIS Web API, Runtime SDK (such as Qt or .Net), Python API, Server Object Extensions (SOE), or Server Object Interceptor (SOI) for ArcGIS Server 10.3 or higher. ArcGIS Desktop/Pro or other client-based software cannot be installed on DEPARTMENT servers.
  - Currently, ArcGIS Server 10.3 or newer with SQL Server 2008 R2 or newer.
  - The DEPARTMENT will migrate to ArcGIS 10.5.1 platform with SQL Server 2014 by April 2018
- GIS Data and Services
  - All spatial data developed and delivered by the vendor must reside on be actively managed on the DEPARTMENT's Enterprise geodatabase or Portal's Data Store.
  - All data should be delivered as a file geodatabase with dataset structure approved by the DEPARTMENT's business unit. This includes Geodatabase domains and subtypes.
  - All Linear Referencing System (LRS) events shall be registered with the DEPARTMENT's ArcGIS Roads and Highways which shall reside on the DEPARTMENT's Enterprise Geodatabase.

- DEPARTMENT-owned GIS data utilized by a web application will be delivered using a Map Service hosted by DEPARTMENT or on the DEPARTMENT's ArcGIS Online organizational account.
- To keep data current and prevent import/export work by staff, GIS data used in a web application will be provided using an NDOT ArcGIS map service, Portal hosted feature service, or ArcGIS Online registered featured service. All data will reside on the DEPARTMENT's Enterprise Geodatabase or Portal Data Store.
- Vendors who deliver solution based on web services must provide a map document, map package, layer file, or layer package that has been approved and finalized by the DEPARTMENT's business unit – including: all symbology, map scales, and labels or annotation prior to deliver to the DEPARTMENT's IT GIS Team for publishing as a map service.
- The addition and removal of fields in any dataset must first be configured in Development and Test Environments. Due to web application and geoprocessing tool dependencies, vendors do not have permission to add/remove fields or add/remove datasets in the Production environment. Once GIS data has been updated in the Test environment, the DEPARTMENT's IT GIS Team will move the data into production.
- Data Dictionary, Metadata and Data Projections
  - The DEPARTMENT prefer that all data sets use the UTM NAD83 Zone 11N map projection.
  - All geospatial data must be provided with a data dictionary approved by the business unit – including: the full names of attributes, meanings of codes, scale of source data, and accuracies of locations.
  - All geospatial data must contain Federal Geographic Data Committee (FGDC) metadata within the dataset or as a separate XML file.
- GIS Applications
  - Custom-built mapping applications must use the ArcGIS Platform for Developers.
  - Custom tools running within client software will not be supported by DEPARTMENT GIS staff after the developer contract is terminated.
- Mobile Data Collection
  - Collector for ArcGIS or Survey123 is preferred.
  - Mobile web applications must be built to support the iOS platform.
  - If the DEPARTMENT's business unit is planning to collect data on a GPS unit, please refer to the DEPARTMENT's business unit for hardware requirements.
  - Mobile Devices using geospatial data must allow offline syncing and disconnected editing for spatial data.

### **General Security Standards**

- All data in transit must be protected using the TLS 1.2 or newer protocol.
- All communication channels between NDOT systems and no-NDOT systems which carry sensitive data must use a virtual private network (VPN) connection.
- Self-signed encryption certificates are prohibited.

## 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):**

Aurigo Software Technologies Inc

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

<b>Street Address:</b> 12515 Research Blvd Bldg 7 Ste 300	<b>Website:</b> www.aurigo.com
<b>City, State and Zip Code:</b> Austin TX 78759	<b>Point of Contact Name:</b> Balaji Sreenivasan
<b>Telephone and Fax No.</b> 631.824.4041      Fax: 631.750.8800	<b>Email:</b> balaji.sreenivasan@aurigo.com

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

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

**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.

<b>Full Name</b>	<b>Title</b>	<b>% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)</b>
Ravi Gulati	Chairman	43.76%
Sheila Gulati Trust	Investor	13.75%
Nicole Gulati Trust	Investor	10.31%
Balaji Sreenivasan	CEO	11.16%

\*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

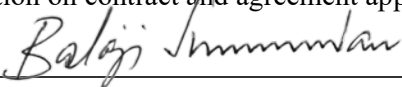
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

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
NA			

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 Balaji Sreenivasan Print Name Balaji Sreenivasan  
CEO Date 03/11/2020  
 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 3



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

./)\$(0\$+'
For Agreement Services Only

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

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

If Amendment, name of Company:

Project ID #(s): -//+\_\_

Type of Services: 5JCEJAANEJCA:ANRE?AOA\$A3KJOPNQ?PEKJA6EAH@A;AOPEJC

Originated by: :KJE>A1J@NAA Division: 3KJOPNQ?PEKJ Date Originated: ((&)'&')(0

Division Head/District Engineer: :D>NKJA6KANO?DHAN

Budget Category #: '-\_ Object #: /(+2\_ Organization #: 3'+'

Type of Funding: :P>PA % of Fund: ("\_\_\_ State Fiscal Year(s): 6=A)'A\$A)\*

Amendment Estimated Cost:

Total Agreement Estimated Cost: \$3,321,444.00

Funding Notes: A-.#((-%'AEJA6=)'#AA(#\*.)#0..%'AEJA6=)(#AA(#+++#((.%, 'AEJA6#AA+.,#)\*\*%'AEJA6=)\*

Financial Management:

DocuSigned by: Donna Spelts
8A78D93AD71F444... Signature
\$\$\$%"\$"%#\$( Date

- + Requires Transportation Board Approval
A 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 Meeker
9E9F10973C1B46E... Signature
\$\$\$%"\$"%#\$( Date

Director:

DocuSigned by: Kristina L. Swallow
C4B812FC2C1E4FB... Signature
\$\$\$%"\$"%#\$( Date

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

For Agreement Services Only  
. / ) \$ ( 0 \$ ' + '

**Attachments:**

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



If Amendment, attach original Agreement here:

Any additional information to attach: =AO



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

10A>ANAQHPAKBAPDAAOEUA>J@AO?KLAAKBAPDAASINCDAPPEA@KSHASASIOOAHK>@A  
PDA3KJOPNQ?PEKJA4EREOEKJAEONAMQAOPEJCA>IDAKFOKIAPEPPEKJAKSENKRE@AA  
?KJOPNQ?PEKJA?NASABEAH@APAPEJCA>QCIJJP>PEKJAOANRE?AO%

**Scope of Services:**

;DAO?KLAAKBAOANRE?AOAEJ?HQ@AOALNKBAOOEKJ>HANEAPPEH@APAOPEICAOANRE?AOA  
BKNAPDA>QCIJJP>PEKJAKB3NASAO(\*APKAAJOQNAAPDAKARDNAKIPATOSPEK.."#  
A:L>CDAPPEA2KSHA<LNAOO#AEOA>??KILHEODA@AEJA?KIBKNO#AOLSEHBPDAPEKJO#A>J@A  
>HHAKPDANAKJPN>?PA@K?QIAJPO%AA;DAAOPEI>PA@PAPEKJAKBARD@AN@>TO%AA

**Attachment A**  
**Scope of Services**

**CONSTRUCTION CREW 913 FIELD TESTING AUGMENTATION FOR SPAGHETTI BOWL  
XPRESS DESIGN-BUILD PROJECT ON US395/I-580 AND I-80 IN WASHOE COUNTY**

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 one (1) lead tester, three (3) testers, two (2) nuclear gauges, trucks, computers/iPads and cell phones. The Principal Engineer and Lead Tester 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.

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 testing services. 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.

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.



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

**MEMORANDUM**

**April 7, 2020**

**TO:** Cliff Lawson, Deputy Director

**FROM:** Tonia Andree, Project Manager

**SUBJECT:** Negotiation Summary for RFP 782-19-040 Construction Engineering Services for Field Testing Augmentation of Crew 913 in District II, for Spaghetti Bowl Xpress Design Build Project

A negotiation meeting was held via Microsoft Teams on March 25, 2020, with Theresa Harrowa of Quality Construction Testing Services 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 hundredths percent (6.06%).

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 DelOstia	Principal Engineer
Theresa Harrowa	Lead Materials Tester

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.
Diversified Consulting Services	C913 Augmentation – Spaghetti Bowl Xpress	P781-19-040
	C903 Augmentation – I 15 Phase IV	P139-19-040
	District III On Call Services	P647-17-040

The DEPARTMENT's original estimate was \$3,321,444.00 including direct labor and expenses.

The SERVICE PROVIDER's original estimate was \$3,437,272.06 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. Any staffing changes will be preapproved through the NDOT Construction Office.
3. Staffing levels/assignments are to be coordinated with the Resident Engineer or her delegated representative.
4. The Principal Engineer will be allowed to bill up to a total of eight (8) hours per month.
5. Man-hours were adjusted based on the contract scope of work and assumed level of staffing needs.
6. Agreed to hourly rates based on historical data.
7. The total projected man-hours allocated for this project is 6,677.
8. The total negotiated cost for this Agreement is \$3,295,933.22.

Reviewed and Approved:

DocuSigned by:  
*Clifford M. Lawson* 04/07/2020  
609C7D7ABB4A443...  
Deputy Director

## 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):**

3

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

QUALITY CONSTRUCTION TESTING SERVICES, LLC

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

<b>Street Address:</b> 280 HERMANS	<b>Website:</b> N/A
<b>City, State and Zip Code:</b> WADSWORTH, NV 89442	<b>Point of Contact Name:</b> THERESA HARROW A
<b>Telephone and Fax No.:</b> (775) 980-7165	<b>Email:</b> qual.testing@yahoo.com

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

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



## 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
Theresa Harrowa	Dave Maurice - Supply Tech I	Spouse	C707 - Stackroom

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.

Theresa Harrowa  
Signature

THERESA HARROWA  
Print Name

OWNER  
Title

4-6-20  
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:

Jessica Cutts

Signature

Print Name

Authorized NDOT Representative



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

## MEMORANDUM

April 28, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: May 11, 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 March 13, 2020 through April 9, 2020.
- Agreements under \$300,000 executed March 13, 2020 through April 9, 2020.
- Settlements entered into by the Department which were presented for approval to the Board of Examiners March 13, 2020 through April 9, 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

MEMORANDUM

Department of Transportation Board of Directors

April 28, 2020

Page 2 of 2

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 March 13, 2020 through April 9, 2020 and agreements executed by the Department from March 13, 2020 through April 9, 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, March 13, 2020 through April 9, 2020.
- B) State of Nevada Department of Transportation Executed Agreements – Informational, March 13, 2020 through April 9, 2020.

**Recommendation for Board Action:**

Informational item only

**Prepared by:**

Administrative Services Division

# Attachment

# A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION  
CONTRACTS AWARDED - INFORMATIONAL  
March 13, 2020 through April 9, 2020**

1. February 13, 2020 at 1:30 PM the following bids were opened for Contract **3816**, Project No. SPSR-0578(001), on SR 578, in Clark County, to cold mill and place plantmix bituminous surface with open grade.

Las Vegas Paving Corporation.....	\$1,122,000.00
Aggregate Industries SWR, Inc.....	\$1,204,998.00
CMMCM LLC DBA Muller Construction .....	\$1,242,436.44

**Engineer's Estimate** .....\$1,131,449.51

The Director awarded the contract on March 20, 2020 to Las Vegas Paving Corporation in the amount of \$1,122,000.00.

2. February 13, 2020 at 2:30 PM the following bids were opened for Contract **3815**, Project No. SPI-580-1(031), on I-580, at Structure I-1950, northbound and southbound lanes, over Virginia Street, in Washoe County, for bridge deck repair and crack seal.

Q & D Construction LLC.....	\$395,000.00
American Civil Constructors West Coast, LLC:	
Original Bid Amount: \$393,061.55 / Adjusted Bid Amount: ...	\$412,714.63
The Truesdell Corporation:	
Original Bid Amount: \$432,432.00 / Adjusted Bid Amount: ...	\$454,053.60

**Engineer's Estimate** .....\$342,398.34

The Director awarded the contract on March 16, 2020, to Q & D Construction LLC in the amount of \$395,000.00.

3. February 27, 2020 at 1:30 PM the following bids were opened for Contract **3806**, Project No. SI-0191(094), on McCarran Blvd (Greg to Prater Way), in Washoe County, for intersection, slip lanes, and pedestrian safety improvements.

Q & D Construction LLC.....	\$1,509,200.00
Granite Construction Company .....	\$1,530,530.00
Sierra Nevada Construction, Inc. ....	\$1,684,007.00

**Engineer's Estimate** .....\$1,689,592.83

The Director awarded the contract on March 20, 2020, to Q & D Construction LLC in the amount of \$1,509,200.00.

4. March 12, 2020 at 2:00 PM the following bids were opened for Contract **3818-READV**, Project No. SPSR-0447(003), on SR 447, in Washoe County, to chip seal.

Sierra Nevada Construction, Inc. ....	\$734,007.00
Intermountain Slurry Seal, Inc. ....	\$759,759.00
VSS International, Inc. ....	\$982,120.00

**Engineer's Estimate** .....\$1,092,238.74

The Director awarded the contract on March 30, 2020 to Sierra Nevada Construction, Inc. in the amount of \$734,007.00.

5. March 12, 2020 at 2:30 PM the following bids were opened for Contract **3820-READV**, Project No. SP-000M(288), on SR 439, in Storey County, to chip seal with micro-surfacing.

Intermountain Slurry Seal, Inc. ....	\$1,236,236.00
VSS International, Inc. ....	\$1,495,120.00
Sierra Nevada Construction, Inc. ....	\$1,754,007.00

**Engineer's Estimate** .....\$1,412,771.39

The Director awarded the contract on March 30, 2020, to Intermountain Slurry Seal, Inc. in the amount of \$1,236,236.00.

6. March 19, 2020 at 2:30 PM the following bids were opened for Contract **3823**, Project No. SPF-093-2(022), to repave the Alamo Maintenance Yard at US 93, in Lincoln County.

J & J Enterprises Services, Inc. ....	\$554,227.70
Las Vegas Paving Corporation. ....	\$622,000.00

**Engineer's Estimate** .....\$482,103.66

The Director awarded the contract on April 9, 2020, to J & J Enterprises Services, Inc. in the amount of \$554,227.70.

# Attachment B

State of Nevada Department of Transportation  
Executed Agreements - Informational  
March 13, 2020 through April 9, 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	18818	02	JONES MEDIA, LLC	BILLBOARD RELOCATION	Y	\$324,945.00	\$198,004.59	\$75,183.17	\$598,132.76	-	04/23/2018	04/30/2024	03/13/2020	Acquisition	Right-of-Way	Cliff	Craig	AMD 2 03-13-20: INCREASE AUTHORITY BY \$75,183.17 FROM \$522,949.59 TO \$598,132.76 TO COVER ACTUAL UPDATED COSTS NOT INCLUDED AT THE TIME OF ORIGINAL AGREEMENT. ADDITIONAL TIME AND FUNDING ARE NOT ANTICIPATED.  AMD 1 08-28-19: INCREASE AUTHORITY BY \$198,004.59 FROM \$324,945.00 TO \$522,949.59 DUE TO THE BID AMOUNT FOR NV ENERGY BEING UNKNOWN AT THE TIME OF THE ORIGINAL AGREEMENT.  04-23-18: RELOCATION OF BILLBOARD ON 1230 WESTERN FOR PROJECT NEON, CLARK COUNTY. NV B/L#: NVD20151602569
2	78419	00	CARSON CITY PUBLIC WORKS	STORM DRAIN UPGRADE	N	\$200,000.00	-	-	\$200,000.00	-	03/19/2020	06/30/2021	-	Cooperative	Hydraulics	Cliff	Charlie	03-19-20: TO ASSIST CARSON CITY WITH UPGRADING THE STORM DRAIN SYSTEM FROM OREGON STREET THROUGH THE DEPARTMENT'S MAINTENANCE YARD TO THE LINEAR DITCH, CARSON CITY. NV B/L#: EXEMPT
3	06720	00	AMS ENTERPRISES, LLC	EMERGENCY WELL REPAIR	N	\$5,451.00	-	-	\$5,451.00	-	02/21/2020	06/30/2020	-	Emergency	Architecture	Tracy	Anita	02-21-20: EMERGENCY REPAIRS TO EXISTING WELL AT QUINN RIVER MAINTENANCE STATION, INCLUDING TROUBLE SHOOTING WATER LINE AND INSTALLATION OF TEMPORARY PUMP, HUMBOLDT COUNTY. NV B/L#: NVD20111568000-SQ
4	02720	00	HIGH DESERT DRILLING, LLC	REPAIRS TO COSGRAVE WELL	N	\$15,353.39	-	-	\$15,353.39	-	02/14/2020	06/30/2020	-	Emergency	Architecture	Tracy	Anita	02-14-20: PERFORM EMERGENCY REPAIRS TO THE WELL AT THE COSGRAVE REST AREA, INCLUDING LABOR, PUMP TRUCK AND MATERIALS, PERSHING COUNTY. NV B/L#: NVD20051673403-SQ
5	78619	00	SWITCH BUSINESS SOLUTIONS, LLC	FIBER OPTIC INFRASTRUCTURE	N	\$288,137.00	-	-	\$288,137.00	-	03/11/2020	12/31/2040	-	Facility	Traffic Operations	Darin	Denise	03-11-20: PROVIDE FIBER OPTIC INFRASTRUCTURE THROUGH A JOINT BUILD PROCESS, LYON AND STOREY COUNTIES. NV B/L#: NVD20051392937
6	51919	00	CARLIN OPEN DOOR SENIOR CENTER	GRANT-FUNDED VEHICLE PURCHASE	Y	\$57,279.00	-	-	\$48,687.00	\$8,592.00	03/01/2020	02/29/2024	-	Grantee	Planning	Sondra	Mark	03-01-20: GRANT-FUNDED VEHICLE PURCHASE OF A FORD TRANSIT FOR USE IN THE GRANTEE'S RURAL TRANSPORTATION PROGRAM, ELKO COUNTY. NV B/L#: NVD20021304313
7	52719	00	LYON COUNTY HUMAN SERVICES	GRANT-FUNDED VEHICLE PURCHASE	Y	\$77,858.00	-	-	\$66,179.00	\$11,679.00	03/01/2020	03/01/2025	-	Grantee	Planning	Sondra	Mark	03-01-20: GRANT-FUNDED VEHICLE PURCHASE OF A FORD TRANSIT E450 CUTAWAY BUS FOR USE IN THE GRANTEE'S RURAL TRANSPORTATION PROGRAM, LYON COUNTY. NV B/L#: EXEMPT
8	53719	00	WHITE PINE COUNTY	GRANT-FUNDED VEHICLE PURCHASE	Y	\$43,123.00	-	-	\$36,655.00	\$6,468.00	03/01/2020	02/29/2024	-	Grantee	Planning	Sondra	Mark	03-01-20: GRANT-FUNDED VEHICLE PURCHASE OF A DODGE GRAND CARAVAN FOR USE IN THE GRANTEE'S RURAL TRANSPORTATION PROGRAM, WHITE PINE COUNTY. NV B/L#: EXEMPT
9	16520	00	UNION PACIFIC RAILROAD	UTILITY ADJUSTMENT	Y	\$2,540.00	-	-	\$2,540.00	-	03/25/2020	03/30/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	03-25-20: REMOVAL OF EXISTING POWER SUPPLY AND INSTALLATION OF SOLAR POWER FOR EXISTING UNION PACIFIC RAILROAD ADVANCED WARNING SIGNALS ON STATE ROUTE 233, MONTELLO ROAD, MILE POST 660.63, ELKO COUNTY. NV B/L#:NVF19691003146
10	16620	00	UNION PACIFIC RAILROAD	UTILITY ADJUSTMENT	Y	\$2,540.00	-	-	\$2,540.00	-	03/25/2020	03/30/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	03-25-20: REMOVAL OF EXISTING POWER SUPPLY AND INSTALLATION OF SOLAR POWER FOR EXISTING UNION PACIFIC RAILROAD ADVANCED WARNING SIGNALS ON US-93, IN WELLS, MILE POST 725.885, ELKO COUNTY. NV B/L#: NVF19691003146
11	16720	00	UNION PACIFIC RAILROAD	UTILITY ADJUSTMENT	Y	\$2,540.00	-	-	\$2,540.00	-	03/25/2020	03/30/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	03-25-20: REMOVAL OF EXISTING POWER SUPPLY AND INSTALLATION OF SOLAR POWER FOR EXISTING UNION PACIFIC RAILROAD ADVANCED WARNING SIGNALS ON GETCHEL MINE ROAD, IN GOLCONDA, MILE POST 439.191, ELKO COUNTY. NV B/L#: NVF19691003146
12	16820	00	UNION PACIFIC RAILROAD	UTILITY ADJUSTMENT	Y	\$2,540.00	-	-	\$2,540.00	-	03/25/2020	03/30/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	03-25-20: REMOVAL OF EXISTING POWER SUPPLY AND INSTALLATION OF SOLAR POWER FOR EXISTING UNION PACIFIC RAILROAD ADVANCED WARNING SIGNALS ON GOLD ACRES ROAD, IN BEOWAWE, MILE POST 508.21, EUREKA COUNTY. NV B/L#: NVF19691003146
13	24418	03	CDM SMITH, INC.	PIONEER PROGRAM UPDATE	N	\$709,804.00	\$800,000.00	\$287,196.00	\$1,797,000.00	-	8/14/2018	12/31/2021	03/18/2020	Service Provider	Project Management	Cliff	Nick	AMD 3 03-18-20: EXTEND TERMINATION DATE FROM 12-31-20 TO 12-31-21 AND INCREASE AUTHORITY BY \$287,196.00 FROM \$1,509,804.00 TO \$1,797,000.00 TO EXPAND THE FEDERAL FUNDING PROCESS DOCUMENTATION TO INCLUDE DEVELOPMENT OF A DEPARTMENT-WIDE FEDERAL PROJECT CLOSEOUT PROCESS GUIDANCE, TOOLS, AND SUPPORT REFERENCES. ADDITIONAL TIME AND FUNDING ARE NOT ANTICIPATED.  AMD 2 05-30-19: REVISE AGREEMENT LANGUAGE REGARDING HOURLY RATE UPDATES.  AMD 1 12-03-18: INCREASE AUTHORITY BY \$800,000.00 FROM \$709,804.00 TO \$1,509,804.00 AND EXTEND TERMINATION DATE FROM 12-31-19 TO 12-31-20 TO ALLOW FOR THE SERVICES INCLUDED IN THIS AMENDMENT TO BE PERFORMED.  08-14-18: PIONEER PROGRAM MANUAL UPDATE AND PROFESSIONAL SERVICES FOR ALTERNATIVE/INNOVATIVE PROJECT AND PROGRAM DELIVERY TO UPDATE THE PIONEER PROGRAM GUIDELINES AND PROJECT MANAGEMENT DIVISION'S POLICIES AND PROCEDURES, CARSON CITY. NV B/L#: NVF19771008410-R
14	05420	00	INFO TECH, INC., DBA INFOTECH	CLOUD-BASED HOSTING	N	\$157,500.00	-	-	\$157,500.00	-	03/27/2020	04/30/2021	-	Service Provider	Construction	Cliff	Sharon	03-27-20: CLOUD-BASED HOSTING OF AASHTOWARE PROJECT CONSTRUCTION AND MATERIALS APPLICATION, STATEWIDE. NV B/L#: NVF20121317852-S



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
15	02920	00	LAS VEGAS PAVING CORPORATION	RECONSTRUCT ASPHALT PAVEMENT	N	\$248,000.00	-	-	\$248,000.00	-	03/21/2020	12/31/2020	-	Service Provider	District I	Tracy	Mario	03-21-20: RECONSTRUCT A PORTION OF EXISTING ASPHALT PAVEMENT FRCL47, GEORGE CROCKETT ROAD BETWEEN MILEPOSTS CL-0.978 AND CL-1.039, CLARK COUNTY. NV B/L#: NVD19581000650-Q PROPOSERS: LAS VEGAS PAVING CORPORATION, AGGREGATE INDUSTRIES, GALT DEVELOPMENT
16	03320	00	LAS VEGAS PAVING CORPORATION	REPAIR STEEL I-BEAM	N	\$136,000.00	-	-	\$136,000.00	-	04/06/2020	12/31/2020	-	Service Provider	District I	Tracy	Mario	04-06-20: REPAIR STEEL I-BEAM AND CROSS FRAMES DUE TO A HIGH-LOAD HIT ACCIDENT AT THE SILVERADO RANCH BRIDGE STRUCTURE, I-2802, OVER I-15, MILEPOST 31.36, CLARK COUNTY. NV B/L#: NVD19581000650-Q PROPOSERS: LAS VEGAS PAVING CORPORATION, ROWLEY CONTRACTING, MMC INC./NEW-COM INC.
17	75018	00	MC4 CONSTRUCTION, LLC	PEDESTRIAN SAFETY IMPROVEMENTS	N	\$246,770.85	-	-	\$246,770.85	-	04/07/2020	03/31/2021	-	Service Provider	Safety	Sondra	Fred	04-07-20: SAFETY IMPROVEMENTS TO INCLUDE ROADWAY, LIGHTING, AND ADA IMPROVEMENTS FOR THE CITY OF PAHRUMP, STATE ROUTE 160 AT POSTAL DRIVE, NYE COUNTY. NV B/L#: NVD20081031995-Q PROPOSER: MC4 CONSTRUCTION, LLC
18	6320	00	MMC, INCORPORATED	REPLACE BARRIER RAIL	N	\$42,210.00	-	-	\$42,210.00	-	03/18/2020	06/30/2020	-	Service Provider	District I	Tracy	Mario	03-18-20: REMOVE AND REPLACE THE BARRIER RAIL ON I-515 AT MILEPOST 67.51 TROPICANA ROAD, CLARK COUNTY. NV B/L#: NVD19691001928-Q PROPOSERS: GALT DEVELOPMENT, ROWLEY CONTRACTING, MMC INC./NEW-COM INC.
19	07820	00	PAPE MACHINERY	REPAIRS ON EXCAVATOR	N	\$23,000.00	-	-	\$23,000.00	-	03/31/2020	05/08/2020	-	Service Provider	Equipment	Tracy	Wayne	03-31-20: MISCELLANEOUS REPAIRS TO UNIT 2835, A 1998 JOHN DEERE EXCAVATOR, NECESSARY TO RESTORE BACK INTO OPERATING CONDITION, WASHOE COUNTY. NV B/L#: NVF20051091956-S
20	73719	02	ROCKY MOUNTAIN INDUSTRIAL TRAINING	CRANE OPERATOR CERTIFICATION TRAINING	N	\$16,295.00	-	\$24,200.00	\$40,495.00	-	11/21/2019	06/30/2021	03/20/2020	Service Provider	Training	Cole	Barbara	AMD2 03-20-20: INCREASE AUTHORITY BY \$24,200.00 FROM \$16,295.00 TO \$40,495.00 AND EXTEND THE TERMINATION DATE FROM 06-30-20 TO 06-30-21 DUE TO ADDITIONAL TRAINING NEEDS FOR EMPLOYEES.  AMD1 01-03-20: NO COST AMENDMENT TO CHANGE THE ADDRESS OF THE SERVICE PROVIDER.  11-21-19: PROVIDE TRAINING AND CERTIFICATION FOR ARTICULATING BOOM OPERATORS, WASHOE COUNTY. NV B/L#: EXEMPT
21	00320	00	WESTERN ENVIRONMENTAL TESTING LABORATORY	STORMWATER SAMPLE ANALYSIS	N	\$60,000.00	-	-	\$60,000.00	-	04/06/2020	06/30/2024	-	Service Provider	Stormwater	Cliff	My-linh	04-06-20: LABORATORY ANALYSIS OF STORMWATER SAMPLES FOR COMPLIANCE WITH THE DEPARTMENT'S MUNICIPAL SEPARATE STORM SEWER SYSTEMS PERMIT, WASHOE AND CLARK COUNTIES. NV B/L#: NVD20151665199-Q PROPOSERS: WESTERN ENVIRONMENTAL TESTING LABORATORY, ALPHA ANALYTICAL, SSA LABS

**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
22	17020	00	CHURCHILL COUNTY COMMUNICATION	INDEMNIFICATION AGREEMENT	N	-	-	-	-	-	04/01/2020	03/31/2040	-	Facility	Right-of-Way	Cliff	Craig	04-01-20: <b>NO COST AGREEMENT</b> FOR OCCUPANCY PERMIT ON STATE ROUTE 726, MILE POST .349 TO 1.756, CHURCHILL COUNTY. NV B/L#: EXEMPT
23	16920	00	LAS VEGAS VALLEY WATER DIST	MANHOLE AND VALVE COVERS	N	\$7,500.00	-	-	-	\$7,500.00	04/01/2020	03/31/2025	-	Facility	Right-of-Way	Cliff	Craig	04-01-20: <b>NO COST AGREEMENT</b> TO ADJUST MANHOLE AND VALVE COVERS, INCLUDING MILL AND FILL WITH ADA IMPROVEMENTS ON STATE ROUTE 578, WASHINGTON AVENUE, CLARK COUNTY. NV B/L#: EXEMPT
24	15620	00	MCIMETRO ACCESS TRANSMISSION SERVICES CORPORATION	INDEMNIFICATION AGREEMENT	N	-	-	-	-	-	03/16/2020	02/28/2025	-	Facility	Right-of-Way	Cliff	Craig	03-16-20: <b>NO COST AGREEMENT</b> FOR OCCUPANCY PERMIT ON STATE ROUTE 582 MILE POST CL7.62 AND CL8.89 (PERMIT 211503), CLARK COUNTY. NV B/L#: NVF19981025314
25	16220	00	NV ENERGY	DESIGN APPROVAL	Y	-	-	-	-	-	03/16/2020	03/31/2025	-	Facility	Right-of-Way	Cliff	Craig	03-16-20: <b>NO COST AGREEMENT</b> DESIGN APPROVAL FOR NEW SERVICE PEDESTALS FOR SIGNAL POSTS ON NELLIS BOULEVARD, FROM TROPICANA AVENUE TO STATE ROUTE 604 LAS VEGAS BOULEVARD, CLARK COUNTY. NV B/L#: NVD19831015840
26	06220	00	FRANKLIN HAINSWORTH	EMPLOYEE HOUSE LEASE	N	\$2,400.00	-	-	-	\$2,400.00	03/12/2020	03/31/2024	-	Lease	District III	Tracy	Boyd	03-12-20: <b>NO COST AGREEMENT</b> FOR AN EMPLOYEE HOUSE LEASE, NORTH FORK MAINTENANCE STATION, HOUSE #271, ELKO COUNTY. NV B/L#: EXEMPT
27	01220	00	JEREMY SMITH	EMPLOYEE HOUSE LEASE	N	\$3,100.00	-	-	-	\$3,100.00	03/13/2020	03/03/2025	-	Lease	District II	Tracy	Mike	03-13-20: <b>NO COST AGREEMENT</b> FOR EMPLOYEE HOUSE LEASE, COLD SPRINGS MAINTENANCE STATION, HOUSE #1, CHURCHILL COUNTY. NV B/L#: EXEMPT
28	17120	00	GVS NEVADA HOLDINGS	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-	-	-	-	-	04/01/2020	02/28/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	04-01-20: <b>NO COST AGREEMENT</b> TO RECONSTRUCT DRIVEWAY APPROACHES AND A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVF20161530275
29	16020	00	JESS AND VICKI REID	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-	-	-	-	-	03/16/2020	02/28/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	03-16-20: <b>NO COST AGREEMENT</b> TO RECONSTRUCT THE CURB AND GUTTERS WITH ADA COMPLIANT SIDEWALKS AND DRIVEWAYS ON US-50, FROM ALLEN ROAD TO RIO VISTA ROAD, CHURCHILL COUNTY. NV B/L#: EXEMPT
30	16120	00	OLYMPIA STORAGE SYSTEMS, LLC	PERMANENT EASEMENT	N	-	-	-	-	-	03/16/2020	03/31/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	03-16-20: <b>NO COST AGREEMENT</b> TO BUILD AND MAINTAIN A NOISE ATTENUATION WALL ALONG I-15, CLARK COUNTY. NV B/L#: NVD20041258877
31	15820	00	REALTY INCOME CORPORATION	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-	-	-	-	-	03/16/2020	02/28/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	03-16-20: <b>NO COST AGREEMENT</b> FOR CONSTRUCTION OUTSIDE RIGHT-OF-WAY TO RECONSTRUCT DRIVEWAY APPROACHES AND A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVF19971226056
32	15920	00	REALTY INCOME CORPORATION	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-	-	-	-	-	03/16/2020	02/28/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	03-16-20: <b>NO COST AGREEMENT</b> FOR CONSTRUCTION OUTSIDE RIGHT-OF-WAY TO RECONSTRUCT DRIVEWAY APPROACHES AND A SEGMENT OF NELLIS BOULEVARD FROM TROPICANA AVENUE TO CRAIG ROAD, CLARK COUNTY. NV B/L#: NVF19971226056
33	76919	01	J&L	JANITORIAL SERVICES	N	\$342,280.00	-	-	\$342,280.00	-	03/09/2020	04/01/2022	03/23/2020	Service Provider	Buildings and Grounds	Felicia	Felicia	AMD 1 03-23-20: <b>NO COST AMENDMENT</b> TO CHANGE AGREEMENT NUMBER FROM "P796-19-073" TO "P769-19-073" DUE TO AN ERROR IN THE ORIGINAL NUMBER ASSIGNMENT.  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
34	73519	01	OWEN EQUIPMENT	REPLACE ITEMS ON VACTOR UNIT	N	\$90,000.00	-	-	\$90,000.00	-	11/18/2019	06/01/2020	03/23/2020	Service Provider	Equipment	Tracy	Wayne	AMD 1 03-23-20: <b>NO COST AMENDMENT</b> TO EXTEND THE TERMINATION DATE FROM 04-15-20 TO 06-01-20 DUE TO BACK-ORDERED PARTS NEEDED TO COMPLETE REPAIR.  11-18-19: REPLACE FAILED DEBRIS BODY AND RELATED ITEMS ON VACTOR UNIT #3202, WHICH IS USED FOR CLEANING DRAINAGE FACILITIES TO REDUCE SEDIMENT OUTFALL TO NEIGHBORING PROPERTIES AND WATERWAYS, THIS EQUIPMENT IS VITAL FOR OUR STORMWATER EFFORTS AND EPA COMPLIANCE, CARSON CITY. NV B/L#: EXEMPT-SS



1263 South Stewart Street  
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## MEMORANDUM

April 21, 2020

**TO:** Department of Transportation Board of Directors

**FROM:** Kristina Swallow, P.E., Director

**SUBJECT:** May 11, 2020 | Transportation Board of Directors Meeting

**ITEM #9:** Consideration of Resolution of Abandonment of a portion of State Highway Right-of-Way; a portion of US-95, approximately ½ mile north of the Town of Goldfield, County of Esmeralda, State of Nevada SUR 20-03 - *For possible action.*

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### Summary:

- This item asks the Board to adopt a resolution of abandonment of the Department's easement interest in a 2.5 mile portion of US-95 right-of-way approximately ½ mile north of Goldfield, NV because that portion of the highway has been relocated and replaced with a newly constructed segment of US-95 on a new easement. This new alignment was based upon a Developer's Agreement with a private mining company and was built at no cost to the State.
- The portion to be abandoned, designated Parcel Number U-095-ES-019.887 XS1, is an easement interest only that had been granted to the State by the Bureau of Land Management at no cost. The parcel consists of approximately 153.02 acres of land, improved with paved roadbed as depicted on the attached sketch maps labeled Exhibit "A" through "D".

### Background:

In 1941, the State was granted a highway right-of-way easement by the Bureau of Land Management for construction of portions of US-95, including the above mentioned 2.5 mile segment now being abandoned. There was no cost associated with the grant of this highway right-of-way.

On June 6, 2019, the State entered into a Developer's Agreement with Gemfield, LLC, (attached) which allowed them to relocate and reconstruct this 2.5 mile segment of US-95. The area under the old alignment was sought by Gemfield as part of a proposed new mining operation. The Department agreed to the realignment because the new mining operation would create economic activity to generate jobs, tax revenue, and economic stimulus to the local community, Esmeralda County and the State—at no cost to the Department. The agreement included a provision for Gemfield to pay NDOT \$1,000,000.00 in advance

MEMORANDUM

Department of Transportation Board of Directors

April 21, 2020

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for plan review and construction oversight. Gemfield obtained a \$7,000,000.00 surety bond to guarantee the completion of the project.

Gemfield thereafter acquired on behalf of the Department, a replacement easement from BLM and has now performed nearly all the work necessary to realign and construct the new segment of highway that circumnavigates the proposed mining operation. The new highway facilities have been constructed, are operational, and have been connected to the existing highway facilities at the north and south ends of the realignment with minimal impact to the traveling public.

Gemfield must complete "Post-Construction Sampling and Mitigation of Naturally Occurring Asbestos (NOA) and Erionite", place the open grade and complete final striping (as weather permits) for the Department to inspect and accept the new alignment. Again, no public funds were expended on this realignment and the Department will finally inspect and accept the new facilities, which must meet with all required environmental approvals, prior to effectuating the abandonment by recording the Resolution.

**Analysis:**

The abandonment of the Department's easement interest in this segment of highway is being made in accordance with NRS 408.523, pertinent portions are below (entire statute attached).

**NRS 408.523 Summary vacation and abandonment of portion of state highway superseded by relocation or in excess of needs; resolution of Board; recordation.**

1. *The Board may retain or may summarily vacate and abandon any portion of a state highway if that portion has been superseded by relocation or has been determined to be in excess of the needs of the Department.*

2. *The Board shall act to abandon any easement, or to vacate any highway, by resolution. A certified copy of the resolution may be recorded without acknowledgment, certificate of acknowledgment, or further proof, in the office of the county recorder of each county wherein any portion of the easement to be abandoned, or the highway to be vacated, lies. No fee may be charged for such recordation. Upon recordation, the abandonment or vacation is complete.*

3. *When a highway for which the State holds only an easement is abandoned, or when any other easement is abandoned, the property previously subject thereto is free from the public easement for highway purposes.*

Due to the realignment and replacement of a portion of highway US-95 on the new BLM easement, the easement for the section of highway designated Parcel Number U-095-ES-019.887 XS1 is in excess of the needs of the Department and should be abandoned.

MEMORANDUM

Department of Transportation Board of Directors

April 21, 2020

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**List of Attachment(s):**

- A. Location Map
- B. Developer Agreement
- C. Original Resolution of Abandonment with attached Exhibits "A" through "D"
- D. Environmental Approval
- E. NRS 408.523

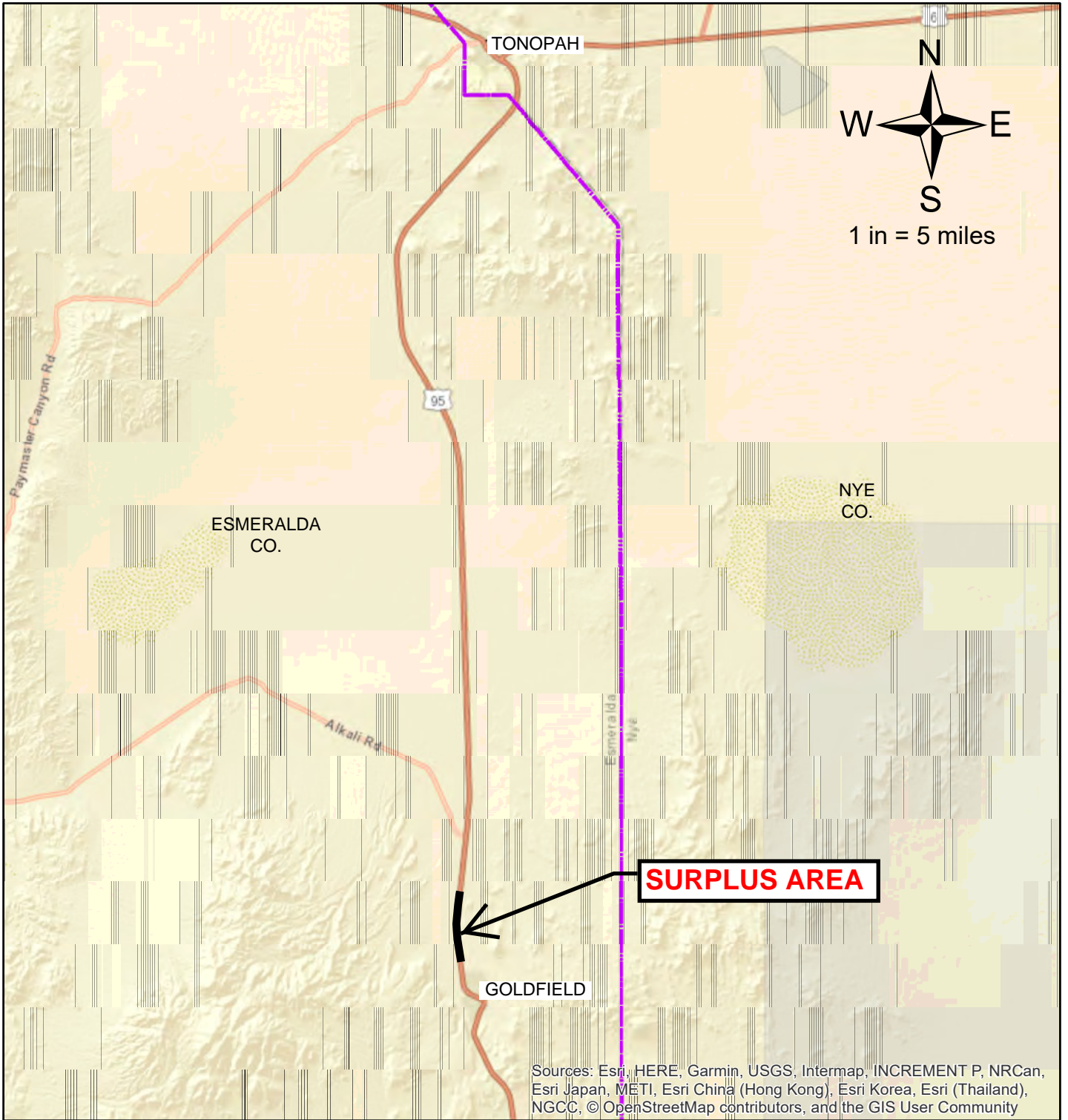
**Recommendation for Board Action:**

Approve a Resolution to abandon a superseded portion of US-95, designated Parcel Number U-095-ES-019.887 XS1, subject to final inspection and acceptance of the realignment by the Department.

**Prepared by:**

Craig Reynoldson, Chief Right-of-Way Agent

# GENERAL LOCATION MAP

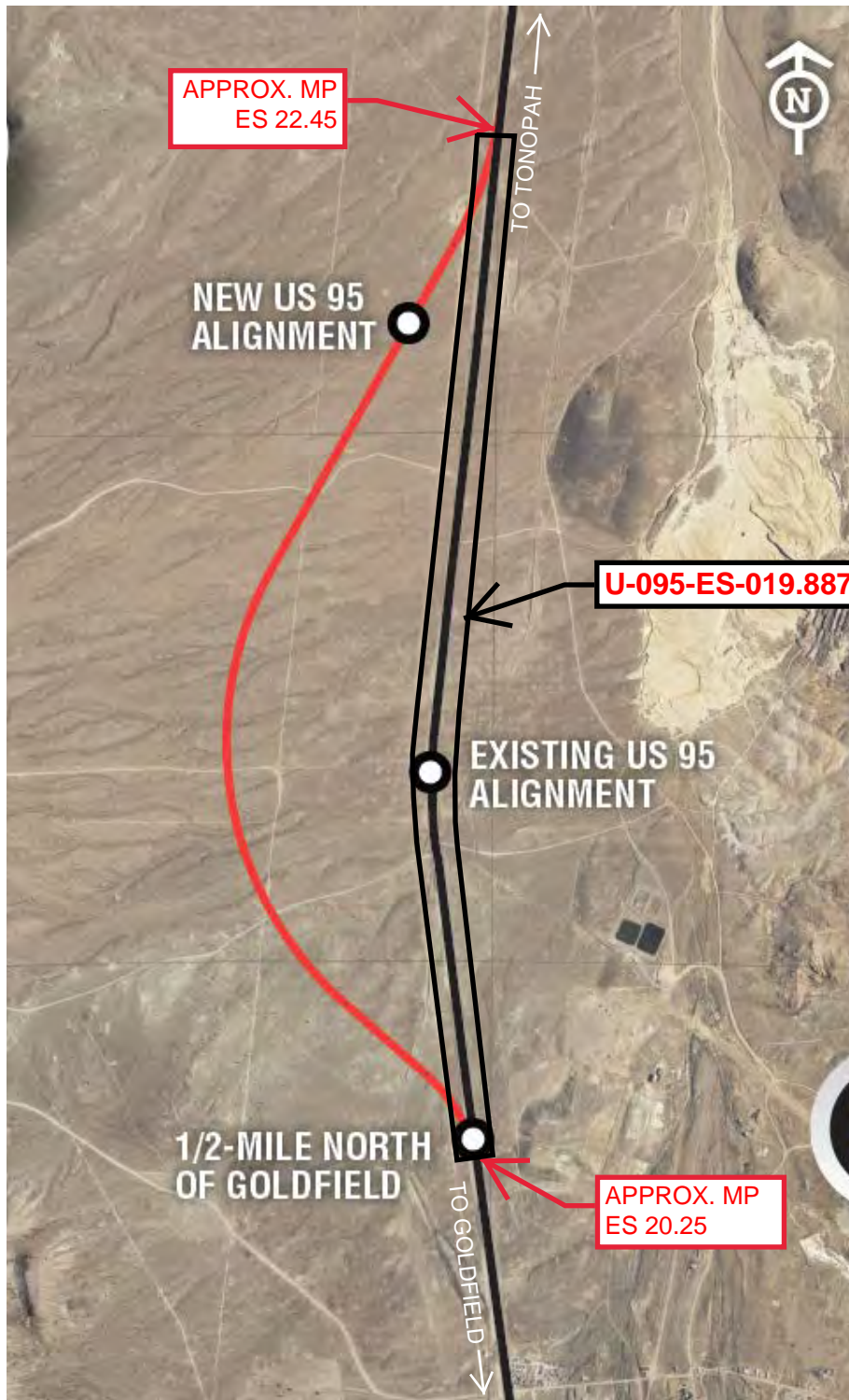


## SUR 20-03

**DESCRIPTION: A portion of US-95, approximately 1/2 mile north of the Town of Goldfield, County of Esmeralda, State of Nevada**

**Attachment "A"**

# AREA SPECIFIC LOCATION MAP



**SUR 20-03**

**DESCRIPTION: A portion of US-95, approximately 1/2 mile north of the Town of Goldfield, County of Esmeralda, State of Nevada**

**Attachment "A"**

DEVELOPER AGREEMENT

This Developer Agreement (“Agreement”), dated 06/07/2019, by and between the STATE OF NEVADA, hereinafter called the “STATE”, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the “DEPARTMENT”, and Gemfield Resources, LLC, hereinafter called the “DEVELOPER”.

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into Agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, the purpose of this Agreement is to establish a contractual basis under which the DEPARTMENT will provide and be reimbursed by DEVELOPER for DEPARTMENT’s support services of the DEVELOPER’s relocation and realignment of a segment of US Highway 95 as part of DEVELOPER’s proposed mining and processing operations, hereinafter called the “PROJECT”; and

WHEREAS, the above-referenced support services will be of benefit to the DEPARTMENT and to the people of the STATE by allowing the DEVELOPER’s PROJECT to be conducted without conflict with traffic flow on US Highway 95, furthermore, the economic activity generated by the DEVELOPER’s proposed activities will generate jobs, tax revenue and economic stimulus to the local community, Esmeralda County and the STATE; and

WHEREAS, the DEVELOPER services will be of benefit to the DEPARTMENT and to the people of the STATE by contributing to the safety of the traveling public by separating the roadway from the PROJECT; and

WHEREAS, DEVELOPER has proposed, and the DEPARTMENT has agreed, to the realignment of an approximately 2.5-mile segment of US Highway 95 (Exhibit “A”), hereinafter referred to as the “HIGHWAY PROJECT”, which HIGHWAY PROJECT (i) does not qualify as a public work pursuant to NRS Chapter 338.010(17), and (ii) is for the benefit of DEVELOPER and would not have been independently undertaken by DEPARTMENT for the benefit of the residents of the STATE; and

WHEREAS, for the purposes of this Agreement, the portion of US Highway 95 that will be removed will be referred to as the “EXISTING SEGMENT” and the portion of Highway to be constructed under the HIGHWAY PROJECT will be referred to as the “NEW SEGMENT”; and

WHEREAS, no public funds are being allocated to, or will be used in connection with, the HIGHWAY PROJECT, and DEVELOPER has agreed to reimburse DEPARTMENT for all of DEPARTMENT’s costs incurred under this Agreement; and

WHEREAS, the DEVELOPER and the DEPARTMENT are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:



## ARTICLE I - DEVELOPER AGREES

1. To award, design (including the development of plans, specifications, and estimates) and construct all aspects of the NEW SEGMENT directly or through licensed and qualified third-party road and highway consultants and construction contractors, and to complete such other tasks identified as obligations of DEVELOPER in Exhibit "B" hereto.

2. To ensure that the design and construction comply with the DEPARTMENT's reasonable standards and all applicable federal, state, and local laws and regulations including, but not limited to, the following:

- a) Design Criteria Exhibit "C";
- b) Hydraulic Criteria Exhibit "D";
- c) 2018 AASHTO "Green Book";
- d) 2009 MUTCD;
- e) 2006 Nevada Sign Supplement;
- f) 2011 Roadside Design Guide;
- g) 2017 NDOT Standard Plans for Road and Bridge Construction;
- h) 2017 NDOT Access Management System and Standards; and
- i) 2018 Terms and Conditions Relating to Right-of-Way Occupancy Permits (except those parts amended by this Agreement).

3. To develop, submit, and obtain a NDOT Geometric Approval for the NEW SEGMENT.

4. To develop, submit, and obtain approval for a Traffic Management Plan (TMP) for the PROJECT

5. To achieve a Type A Smoothness specification for the new segment.

6. To respond to all comments on submittals and conduct comment resolution meetings as deemed necessary by the Department

7. To obtain all necessary Right-of-Occupancy Permits needed for construction, utilities, and permanent easements for the DEVELOPER and any other third parties as needed for the PROJECT at the DEVELOPER's expense.

8. To obtain all necessary rights-of-way or other land-use authorizations that are required to complete the relocation and realignment of the NEW SEGMENT and transfer, if and where applicable, by its own effort and at its own expense, any such authorizations to the DEPARTMENT.

9. To cover the DEPARTMENT's costs incurred under this Agreement with respect to the HIGHWAY PROJECT, hereinafter referred to as "PROJECT OVERSIGHT AND ACCEPTANCE". PROJECT OVERSIGHT AND ACCEPTANCE includes the obligations of DEPARTMENT set forth in Exhibit "B" hereto, and associated support services, including periodic

review of construction plans and specifications, construction oversight, and Right-of-Occupancy Permits as set forth in the execution schedule generated by the Developer for the HIGHWAY PROJECT, all with the goal of ensuring that the relocation and realignment of the EXISTING SEGMENT and proposed NEW SEGMENT of US Highway 95 meets all current standards, follows necessary guidance, and addresses the environmental commitments required by all federal, state and local laws and regulations. For the purpose of clarity, DEVELOPER shall be responsible for paying all of DEPARTMENT's costs incurred under this Agreement with respect to the HIGHWAY PROJECT, and in no event shall any public funds be used with respect to the HIGHWAY PROJECT.

10. The costs associated with PROJECT OVERSIGHT AND ACCEPTANCE will include but are not limited to the costs associated with actions set forth in Section 2(a)-(f) of Article II.

11. To transfer ownership of the NEW SEGMENT of US Highway 95 at no cost to the DEPARTMENT when completed and accepted by the DEPARTMENT.

12. The DEVELOPER will deliver to the DEPARTMENT copies of all plans and specifications related to the relocation and realignment of the EXISTING SEGMENT and NEW SEGMENT of US Highway 95.

13. To submit to the DEPARTMENT, within ten (10) calendar days following the execution by the parties of this Agreement, a deposit by wire transfer in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), which represents twenty-five percent (25%) of the estimated One Million and No/100 Dollars (\$1,000,000.00) cost of the PROJECT OVERSIGHT AND ACCEPTANCE of the HIGHWAY PROJECT ("PAYMENT"). The PAYMENT will be made payable to the State of Nevada, Department of Transportation and delivered pursuant to Paragraph 3, ARTICLE III.

14. To submit to the DEPARTMENT, three (3) additional PAYMENTs every forty-five (45) calendar days following the execution by the parties of this Agreement, a deposit by wire transfer in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) each, which represents twenty-five percent (25%) of the estimated One Million and No/100 (\$1,000,000) cost of the PROJECT OVERSIGHT AND ACCEPTANCE of the HIGHWAY PROJECT (each, a "PAYMENT"). The PAYMENTs will be made payable to the State of Nevada, Department of Transportation and delivered pursuant to Paragraph 3, ARTICLE III.

15. To submit to the DEPARTMENT, at least ten (10) calendar days prior to the commencement of construction activities for the HIGHWAY PROJECT, a performance bond from a surety reasonably acceptable to DEPARTMENT, in the amount of Seven Million and No/100 Dollars (\$7,000,000) which the DEVELOPER and DEPARTMENT each agree is the amount reasonably necessary to ensure that DEPARTMENT will not be required to utilize any public funds with respect to the PROJECT OVERSIGHT AND ACCEPTANCE or otherwise with respect to the completion of the HIGHWAY PROJECT.

## ARTICLE II - DEPARTMENT AGREES

1. To provide PROJECT OVERSIGHT AND ACCEPTANCE (defined above) for the HIGHWAY PROJECT.

2. To, in consideration of the promises and covenants of the DEVELOPER hereinabove set forth, perform the following tasks:

a) Review information submitted for each milestone of the HIGHWAY PROJECT and provide comments within ten (10) business days. Failure by the DEPARTMENT to respond within ten (10) business days will constitute the DEPARTMENT's approval.

b) Participate in design and construction milestone meetings, and comment resolution meetings, as required.

c) Assign a Project Manager and Resident Engineer to act as the DEPARTMENT's representatives to monitor the DEVELOPER's compliance with applicable federal and state requirements.

d) Review and approve, as necessary, addenda and supplemental information provided by the DEVELOPER to ensure compliance with the terms of this Agreement within ten (10) business days of receipt by the DEPARTMENT. Failure to respond by the DEPARTMENT within ten (10) business days will constitute its approval.

e) To observe, review, and inspect all work associated with the NEW SEGMENT during construction with the understanding that all items of concern are to be reported to the DEVELOPER's project manager.

f) To review and approve, if appropriate and at the DEPARTMENT's sole discretion, the DEVELOPER's as-built plans and to attend the DEVELOPER's final inspection of the NEW SEGMENT. Failure to attend the DEVELOPER's final inspection of the NEW SEGMENT, conducted no sooner than ten (10) calendar days after written notice to the DEPARTMENT, will constitute the DEPARTMENT's approval.

g) To accept at no cost to the DEPARTMENT, from the Bureau of Land Management, a permanent easement over Bureau of Land Management property upon which the NEW SEGMENT is to be constructed.

h) To, at a time and in a manner mutually agreeable to both of the DEPARTMENT and the DEVELOPER, abandon US Highway 95 rights-of-way for the EXISTING SEGMENT upon completion of the HIGHWAY PROJECT.

3. To deposit the PAYMENT into the State Treasury in an interest-bearing, deferred revenue holding account identified by this Agreement Number ("Deferred Revenue Holding Account"). Interest will be credited to the Deferred Revenue Holding Account quarterly by the State Treasurer at the average Super Jumbo CD rate quoted by the three (3) largest banks in Nevada. The DEPARTMENT will withdraw from the Deferred Revenue Holding Account monthly to cover the cost of the PROJECT OVERSIGHT AND ACCEPTANCE of the HIGHWAY PROJECT. The DEVELOPER will be notified of the costs of the PROJECT OVERSIGHT AND ACCEPTANCE of the HIGHWAY PROJECT and DEPARTMENT withdrawals through a billing invoice and a copy of the pay estimate. If, during the life of the HIGHWAY PROJECT, the total funds in the account are insufficient to cover the actual and reasonable costs of PROJECT OVERSIGHT AND ACCEPTANCE for the HIGHWAY PROJECT, the DEPARTMENT reserves the right to request, in writing, another deposit for an amount reasonably necessary to complete the PROJECT OVERSIGHT AND ACCEPTANCE for the HIGHWAY PROJECT. Subject to the provisions of Paragraph 4, Article III, below, the DEVELOPER will submit the additional deposit within ten (10) calendar days of the service of such notification for the additional estimated amount needed to complete the PROJECT OVERSIGHT AND ACCEPTANCE for the HIGHWAY PROJECT.

4. After the PROJECT OVERSIGHT AND ACCEPTANCE has been performed for the HIGHWAY PROJECT and the DEPARTMENT has received all certificates, guarantees,

releases, affidavits, and any other documentation required by the contract specifications and special provisions or if the PROJECT OVERSIGHT AND ACCEPTANCE has been terminated or can no longer be performed for any reason whatsoever, the DEPARTMENT will provide the DEVELOPER with a statement of all transactions processed through the Deferred Revenue Holding Account, and an itemized list of the actual cost of all work performed. If a balance is due, any interest earnings in the account may be used, at the DEPARTMENT's option, to reduce the balance. If the interest is insufficient to pay the balance in full, the DEVELOPER will be billed within thirty (30) calendar days for the unpaid costs. The DEPARTMENT will refund to the DEVELOPER any remaining principal balance and interest earned on the principal in the account within thirty (30) calendar days.

5. To, consistent with Nevada law, avoid taking any actions that could potentially subject the HIGHWAY PROJECT to regulation as a public work under NRS Chapter 338.

### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above until construction of all improvements contemplated herein for the HIGHWAY PROJECT have been completed and accepted by the DEPARTMENT or the Agreement has otherwise been terminated, save and except the responsibility for maintenance as specified herein.

2. This Agreement may be terminated upon thirty (30) calendar days by mutual consent of both parties. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the DEVELOPER fails to timely provide the funding necessary to satisfy this Agreement, and the DEVELOPER waives all claims for damages.

3. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or email with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, or sent via Federal Express or UPS, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Kristina L. Swallow, P.E., Director  
Attn: Kimberly Diegle  
Nevada Department of Transportation  
Division: Roadway Design  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: 775-888-7596  
Fax: 775-888-7401  
Email: kdiegle@dot.nv.gov

FOR DEVELOPER: Jack McMahan  
Gemfield Resources, LLC c/o Elko Mining Group LLC  
9650 Gateway Drive, Suite 202,  
Reno, Nevada 89521  
Phone: (775) 401-6431  
Email: Jack.McMahon@elkomininggroup.com

4. In the event of a dispute between the parties under this Agreement or otherwise with respect to the HIGHWAY PROJECT, the parties agree to follow the responsibility matrix set forth in Exhibit "B" hereto. DEVELOPER and DEPARTMENT shall confer in person or by telephone in an attempt to resolve such dispute. In the event that the dispute is not resolved within ten calendar (10) days of the provision of a dispute notice, either party shall have the right, but

not the obligation, to initiate an action for injunctive relief, damages, or any other action permitted under Nevada law in the Nevada First Judicial District Court, Carson City, Nevada.

5. The DEPARTMENT has used its best efforts to prepare the PAYMENT estimate for the PROJECT OVERSIGHT AND ACCEPTANCE for the HIGHWAY PROJECT based on the information available to the DEPARTMENT when the PAYMENT estimate was prepared. The final costs may vary depending on the final design and construction activities for the HIGHWAY PROJECT. The DEVELOPER shall be wary in its reliance on the estimates set forth in this Agreement; provided, that, nothing in this Paragraph shall be deemed to limit DEVELOPER's right to seek dispute resolution with respect to cost overages.

6. PROJECT OVERSIGHT AND ACCEPTANCE costs will be the actual PROJECT OVERSIGHT AND ACCEPTANCE costs incurred by the DEPARTMENT during the construction of the HIGHWAY PROJECT.

7. In the event this Agreement is terminated by the DEVELOPER prior to completion of the HIGHWAY PROJECT, the DEVELOPER will reimburse the DEPARTMENT for all reasonable costs incurred up to the point of Agreement termination for PROJECT OVERSIGHT AND ACCEPTANCE work, and all reasonable costs incurred by the DEPARTMENT because of the Agreement termination. These costs may include but are not limited to:

- a) Returning US Highway 95 to the pre-HIGHWAY PROJECT condition; and
- b) Remediating the disturbed land to adhere to Bureau of Land Management regulations.

8. To the fullest extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the STATE and the DEPARTMENT, and their departments, divisions, employees and officers from any liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorney's fees and costs, but only to the extent primarily caused by the negligence, errors or omissions, reckless or intentional misconduct of the DEVELOPER or the employees or agents of the DEVELOPER in the performance of this Agreement.

9. The DEPARTMENT does not waive and intends to assert available NRS Chapter 41 liability limitations in all cases.

10. Neither party shall be liable under this Agreement for indirect, punitive or consequential damages, and the parties hereby knowingly and expressly waive the right to seek such damages.

11. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

12. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written and executed; provided, that, any amendment to this Agreement will require the mutual, written approval of the DEPARTMENT and the DEVELOPER.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if

such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. Except as otherwise specifically provided herein, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

15. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

16. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

17. In signing this Agreement, the DEVELOPER certifies that it is not engaged in, and agrees for the duration of this Agreement, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

18. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement.

19. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

20. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying upon DEPARTMENT's receipt of a properly made NRS 239.0107 records request. DEVELOPER acknowledges that in such event DEPARTMENT will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests. In the event DEPARTMENT intends to disclose any information relating to this Agreement pursuant to an NRS 239.0107 records request, DEPARTMENT shall give DEVELOPER no less than three (3) business days' prior telephonic notice in order to allow DEVELOPER to file for a temporary restraining order if DEVELOPER so chooses.

21. Subject to the prior paragraph, each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

22. This Agreement constitutes the entire Agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

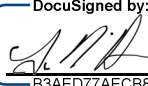
23. This Agreement may be executed electronically and in counterparts, and all such counterparts taken together shall constitute one and the same Agreement.

24. The parties each acknowledge and agree DEPARTMENT shall not utilize any public funds in connection with this Agreement or otherwise with respect to the HIGHWAY PROJECT and that it is their shared mutual intent that the HIGHWAY PROJECT not be deemed a public work under NRS Chapter 338 or otherwise. As such, the parties agree to enter into any amendments to this Agreement as may be necessary or beneficial to ensure that the HIGHWAY PROJECT not be deemed a public work under NRS Chapter 338 or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

DEVELOPER:

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
  
B3AED77AECEB8424...

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

Jack McMahon President  
Name and Title (Print)

Approved as to Legality and Form:

DocuSigned by:  
*Lou Holland*  
5247811706844C7  
Deputy Attorney General





## Exhibit "B"


Capitalized terms used but not defined herein, shall have the respective meanings given to them in the Developer Agreement.

<b>RESPONSIBILITY</b>	<b>DEPARTMENT</b>	<b>DEVELOPER</b>	<b>SHARED</b>
Hire a qualified design firm and a contractor to design and construct the HIGHWAY PROJECT.		X	
Responsible for design of the NEW SEGMENT and compliance with DEPARTMENT's standards and applicable federal, state and local laws.		X	
Generate and submit to the DEPARTMENT the following reports and plans relating to the HIGHWAY PROJECT: <ul style="list-style-type: none"> <li>• Geometric report;</li> <li>• Geotechnical report;</li> <li>• Traffic report;</li> <li>• Traffic Management Plan; and</li> <li>• Any other plans and specifications deemed required to advance the HIGHWAY PROJECT,</li> </ul>		X	
Develop and implement a Public Outreach Plan for the PROJECT.		X	
Obtain all necessary rights-of-way or other land-use authorizations required to complete the HIGHWAY PROJECT.		X	
Transfer ownership of the NEW SEGMENT to the DEPARTMENT at no cost to the DEPARTMENT.		X	
Perform Naturally Occurring Asbestos (NOA) testing and, if required, implement a mitigation strategy for the HIGHWAY PROJECT and materials source.		X	
Obtain an occupancy permit from the DEPARTMENT for construction of the HIGHWAY PROJECT.		X	
Achieve substantial completion of the NEW SEGMENT (i.e., traffic on paved surface) prior to January 2020.		X	
At the sole discretion and cost to the DEVELOPER, invite the DEPARTMENT to provide input through optional participation in: <ul style="list-style-type: none"> <li>• Risk management workshops;</li> <li>• Identification and purchase of advanced lead items for construction;</li> <li>• The development of designs;</li> <li>• The HIGHWAY PROJECT's construction schedule;</li> <li>• Public outreach activities;</li> <li>• The bidding process; and</li> </ul>		X	

<ul style="list-style-type: none"> <li>Any other activities where the DEPARTMENT's participation, in its role as the regulatory state agency, may be beneficial for the prompt and adequate advancement of the HIGHWAY PROJECT in line with all applicable laws and regulations.</li> </ul>			
Perform contract administration of the HIGHWAY PROJECT, including contractor pay, contractor performance, construction schedule, change orders, etc.		X	
<p>Submit a payment to the DEPARTMENT in the amount of \$1M to cover the DEPARTMENT's expenses associated with:</p> <ul style="list-style-type: none"> <li>Periodic review of submittals made by the DEVELOPER to the DEPARTMENT;</li> <li>Periodic guidance and support provided by the DEPARTMENT, at the request of the DEVELOPER, with respect to the HIGHWAY PROJECT;</li> <li>Assignment of DEPARTMENT personnel to oversee the HIGHWAY PROJECT;</li> <li>Issuance of permits and other authorizations by the DEPARTMENT for the benefit of the DEVELOPER and the HIGHWAY PROJECT, including permit fees;</li> <li>QA/QC inspection and oversight by the DEPARTMENT of the NEW SEGMENT;</li> <li>To the extent deemed necessary by the parties for the prompt advancement of the HIGHWAY PROJECT, augmentation of the DEPARTMENT's staff and use of additional office space, mobile laboratories, etc.; and</li> <li>Any other activities performed by the DEPARTMENT, at the request of the DEVELOPER, for the benefit of the HIGHWAY PROJECT.</li> </ul>		X	
To report contractor's construction nonconformance issues to the DEPARTMENT within one (1) day of occurrence		X	
To resolve issues in a timely manner in accordance with the Developer Agreement and the Issue Resolution Process.			X
Abandon the EXISTING SEGMENT and associated right-of-way upon completion of the NEW SEGMENT.			X
Assign a project manager and resident engineer to act as the DEPARTMENT's representative to monitor the DEVELOPER's compliance with applicable laws and regulations.	X		

Accept the permanent right-of-way easement from Bureau of Land Management for the NEW SEGMENT.	X		
Review and approve all the DEVELOPER's submittals (including plans, permit applications, etc.) relating to the HIGHWAY PROJECT within ten (10) business days.	X		
In accordance with the DEVELOPER's construction schedule for the HIGHWAY PROJECT, the DEPARTMENT will provide the pavement structural design for the NEW SEGMENT to the DEVELOPER.	X		
Allow access to the DEPARTMENT's existing US Highway 95 right-of-way by the DEVELOPER, its agents, contractors and the utilities companies, seven days a week, twenty-four hours a day including holidays, for the purpose of completing the HIGHWAY PROJECT, including the construction of haul roads.	X		
Be solely responsible for owning, repairing, maintaining, improving, modifying and regulating the NEW SEGMENT and all appurtenances thereto after the date the STATE accepts the HIGHWAY PROJECT as complete.	X		
Allow DEVELOPER to repurpose the EXISTING SEGMENT, as necessary.	X		

### Exhibit "C"

US 95 Realignment North of Goldfield--Roadway Criteria Summary			
FHWA 13 Controlling Criteria: Regional Highway (Rural Arterial) on NHS	AASHTO Standard; NDOT Standard	AASHTO Basis; NDOT Basis	
<b>Design Speed</b>			
US 95 Mainline - North Segment	45mph or Greater; 45mph or Greater*	AASHTO GB 2018, pg. 7-3; NDOT RDG 2019 pg. 17 *	
US 95 Mainline - South Segment	45mph or Greater; 45mph or Greater*	AASHTO GB 2018, pg. 7-3; NDOT RDG 2019 pg. 17 *	
<b>Lane Width</b>			
US 95 Mainline	12'; 12'	AASHTO GB 2018, pg. 7-7; NDOT RDG 2019 pgs. 17 & 30	
<b>Shoulder Width</b>			
US 95 Mainline Outside LT	8' (above 2000 ADT); 8' on NHS routes; 10' on interstates	AASHTO GB 2018, pg. 7-7; NDOT RDG 2019 pg. 31	
US 95 Mainline Outside RT	8' (above 2000 ADT); 8' on NHS routes; 10' on interstates	AASHTO GB 2018, pg. 7-7; NDOT RDG 2019 pg. 31	
<b>Bridge Width</b>			
US 95 Mainline	Equal to width of approach roadway. For bridges > 200' in length, 4' min. LT/RT from edge of traveled way. Bridges to remain in place w/ adequate structural strength, a width at least equal to traveled way plus 2' clearance LT/RT. Equal to width of approach roadway, and to accommodate future build-out.	AASHTO GB 2018, pg. 7-9; NDOT RDG 2019 pg. 17	
<b>Structural Capacity</b>			
US 95 Mainline	"HS-25 Truck Loading w/ Alternate Military Loading Overload Truck - California Standard Permit Design Vehicles, Maximum allowable overload: P-13 truck, (HS-20)."  "The design of bridges, culverts, walls, tunnels, and other structures should be in accordance with current AASHTO LRFD Bridge Design Specifications. The design loading should be the HL-93 calibrated live load designation." No reference.	AASHTO GB 2018, pg. 7-9; NDOT RDG 2019 - no reference	
<b>Horizontal Alignment</b>			
Minimum Curve Length	$L_{min} = 15V$ ; $L_{des} = 30V$ ; $L_{min} = 15V$ ; $L_{des} = 30V$	AASHTO GB 2018, pg. 3-120; NDOT RDG 2019 pg. 27	
Compound Curves	Ratio of flatter ( $R_1$ ) to sharper ( $R_2$ ); $R_1 \leq 1.5R_2$ ; $R_1 \leq 1.5R_2$	AASHTO GB 2018, pg. 3-90, & 3-120; NDOT RDG 2019 pgs. 26 & 27	
Reverse Curves	Abrupt reversals in alignment should be avoided. The distance between reverse curves should be the sum of superelevation runoff lengths and tangent runoff lengths for both curves; Reverse curves should be avoided whenever possible. $L_{between} = \text{runoff} + \text{runout}$ for both curves.	AASHTO GB 2018, pg. 3-121; NDOT RDG 2019, pgs. 18 & 27	
Broken-Back Curves (Short tangent between curves in same direction)	Should be avoided; No reference.	AASHTO GB 2018, pg. 3-121; NDOT RDG 2019 - no reference	
Alignment Coordination	PIs coincide; curves oppose or coincide; No reference.	AASHTO GB 2018, Figure 3-40, pgs. 3-184 to 3-186; NDOT RDG 2019 - no reference	
<b>Vertical Alignment</b>			
Minimum Curve Length	$L_{min} = 3V$ for sag and crest curves; $L_{min} = 3V$ on NHS and state routes; $L_{des} = 1000'$ min for interstate routes	AASHTO GB 2018, pgs. 3-168 & 3-176; NDOT RDG 2019 pg. 18	
Grade Breaks	No references for longitudinal grade breaks. 0.2% or less for design speeds of 45 mph or greater	AASHTO GB 2018, NA; NDOT RDG 2019 pg. 28	
Critical Length of Grade	Varies, based on proposed and entrance grades. For a 10 mph reduction in speed for a truck with a 140 lbs/hp ratio, $L_{max} = 3500'$ on a 2.5% upgrade with 1.6% entrance grade. No reference.	AASHTO GB 2018, Figure 3-15, pg. 3-124; NDOT RDG 2019 - no reference	
<b>Grades</b>			
US 95 Mainline Minimum	0.3% to 0.5%; 0.3% or Greater	AASHTO GB 2018, pg. 3-130; NDOT RDG 2019 pg. 19	
US 95 Mainline Maximum - North Segment	3% to 5% (65 mph and above), depending on terrain; 3% to 6%, depending on terrain	AASHTO GB 2018, pg. 7-6; NDOT RDG 2019 pg. 19	
US 95 Mainline Maximum - South Segment	3% to 5% (65 mph and above), depending on terrain; 3% to 6%, depending on terrain	AASHTO GB 2018, pg. 7-6; NDOT RDG 2019 pg. 19	
<b>Stopping Sight Distance</b>			
US 95 Mainline - North Segment Horizontal	310' (80 mph); Based on design speed	AASHTO GB 2018, pg. 7-5; NDOT RDG 2019 pg. 19	
US 95 Mainline - South Segment Horizontal	645' (65 mph); Based on design speed	AASHTO GB 2018, pg. 7-5; NDOT RDG 2019 pg. 19	
US 95 Mainline - North Segment Vertical Curve minimum 'K' values	80 mph: $k_{crest} = 384$ , $k_{sag} = 231$ ; Based on design speed	AASHTO GB 2018, Table 3-35 (Crest Curves), pg. 3-170; NDOT RDG 2019 pg. 18	
US 95 Mainline - South Segment Vertical Curve minimum 'K' values	65 mph: $k_{crest} = 193$ , $k_{sag} = 157$ ; Based on design speed	AASHTO GB 2018, Table 3-35 (Crest Curves), pg. 3-170; AASHTO GB 2018, Table 3-37 (Sag Curves), pg. 3-176; NDOT RDG 2019 pg. 18	
<b>Cross Slope</b>			
US 95 Mainline	1.5% to 2.0%; 2.0%	AASHTO GB 2018, pg. 7-6; NDOT RDG 2019 pg. 29	
<b>Superelevation</b>			
e max. (Method 5)	$e_{max} = 6\%$ icy climates; $e_{max} = 6\%$ icy climates	AASHTO GB 2018, pg. 8-4; NDOT RDG 2019 pgs. 18 & 29	
Minimum Runoff Length	Varies, based on design speed, lane width, number of lanes rotated, and design superelevation rate. 206' (80mph) for one 12' lane rotated at $e_{max}$ of 6%; 167' (65mph) for one 12' lane rotated at $e_{max}$ of 6%; Use equation 3-23, pg. 3-63, AASHTO 2018 GB	AASHTO GB 2018, Table 3-16a, pg. 3-66; NDOT RDG 2019, pg. 18	
US 95 Mainline - North Segment Maximum Relative Gradient	1:200 (0.50%) is desirable for 50mph and higher design speeds. Lesser slopes with greater runoff lengths are commonly used to improve appearance and for drainage purposes, particularly along flat longitudinal grades. No reference.	AASHTO GB 2018, pgs. 3-62 to 3-66; NDOT RDG 2019 - no reference	
US 95 Mainline - South Segment Maximum Relative Gradient	1:200 (0.50%) is desirable for 50mph and higher design speeds. Lesser slopes with greater runoff lengths are commonly used to improve appearance and for drainage purposes, particularly along flat longitudinal grades. No reference.	AASHTO GB 2018, pgs. 3-62 to 3-66; NDOT RDG 2019 - no reference	
Runoff Placement	2/3 on tangent, 1/3 on curve; 2/3 on tangent, 1/3 on curve	AASHTO GB 2018, pg. 3-71; NDOT RDG 2019 pgs. 18, 29 & 30	
Runoff Placement	Prior to & after runoff; Prior to & after runoff	AASHTO GB 2018, pg. 3-70; NDOT RDG 2019 pg. 29	
<b>Horizontal Clearance (Other Than Clear Zone)</b>			
US 95 Mainline Outside	Normal shoulder width with appropriate barrier or clear recovery area free of fixed objects. See Roadside Design Guide for clear zone. No reference.	AASHTO GB 2018, pg. 4-17; NDOT RDG 2019 - no reference	
<b>Vertical Clearance</b>			
New highway bridges over or under street or highway	16'-6" (Min.); 16'-6" (Min.)	AASHTO GB 2018, pg. 7-9; NDOT RDG 2019 pg. 21	
Temporary structures or false work	16'-0" (Min.); 16'-0" (Min.)	AASHTO GB 2018, pg. 7-9; NDOT RDG 2019 pg. 21	
Rehabilitated/Existing bridges to remain in place	16'-0" (Min.); 16'-0" (Min.)	AASHTO GB 2018, pg. 7-9; NDOT RDG 2019 pg. 21	
Overhead sign structures, Pedestrian Crossings	17'-6" (Min.); 18'-0" (Min.)	AASHTO GB 2018, pg. 7-9; NDOT RDG 2019 pg. 21	
Railroad under highway (from top of track to bottom of structure)	23'-6" (Min.); 23'-6" (Min.)	AASHTO GB 2018, pgs. 10-25 & 10-28; NDOT RDG 2019 pg. 21	

\*10 mph over the posted speed; posted speed=70mph; design speed=80mph

## Exhibit "D"

<b>Drainage Criteria Summary Table</b>	
<b>Gemfield Project- U.S. 95 Realignment</b>	
<b>All drainage design shall be in accordance with the NDOT Drainage Manual except where otherwise specified</b>	
<b>Category</b>	<b>Criteria</b>
<b>Hydrology</b>	
Off-site Design Frequency	25-year design frequency (for roadway classification of Other Principal Arterial)
On-site Design Frequency	25-year design frequency (1/2 lane maximum allowable spread into adjacent travel lane)
Rainfall	NOAA Atlas 14
Time of Concentration (Tc) Equations	NRCS Technical Release 55 (TR-55) equations for sheet flow, shallow concentrated flow and open channel flow travel time flow segments
Minimum Tc	5 min for paved surfaces, 10 min for areas basins including pervious areas
Maximum Tc Sheet Flow Length	100' maximum
Total Precipitation Loss Method	SCS Curve Number (CN) Method <ul style="list-style-type: none"> <li>• Antecedent Moisture Condition (AMC)- II</li> <li>• 50% Sagebrush with Grass Understory and 50% Desert Shrub land use and cover condition</li> <li>• Hydrologic Soil Groups (HSG) from NRCS Soil Survey Report for Esmeralda County</li> <li>• CN values defined from TR-55</li> </ul>
Transform Method	SCS Unit Hydrograph Method <ul style="list-style-type: none"> <li>• For drainage basins &lt; 1 square mile, TLAG = 0.6Tc</li> <li>• For drainage basins &gt; 1 square mile, USBR Lag Equation defined in the Clark County Regional Flood District Design Manual</li> </ul>
Channel Routing Method	Per Clark County Regional Flood Control District (CCRFCD) Hydrologic Criteria and Drainage Design Manual (HCDDM)
Hydrologic Modeling Program	HEC-HMS
<b>Cross Drainage</b>	
Cross Culvert Design Frequency	25-year design frequency, evaluated for 100-year flow conditions to verify no adverse drainage impacts
Sedimentation Bulking Factor	1.2, to be multiplied by the calculated peak flow rate when determining culvert capacity
Cross Culvert Size/Skew/Material	Minimum 24" diameter/ skew not to exceed 45 degrees/ RCP/RCB
Maximum Allowable Ponding Condition	Limit to edge of roadway pavement minus 1 foot for 25-year design frequency and edge of roadway pavement for 100-year design frequency
Minimum Cover	1.5' or outside of roadway structural section
Minimum Pipe Slope	0.50% minimum. Slope to ensure 3 feet/second minimum velocity
End Treatment	Concrete headwalls, precast concrete end sections required at all culvert inlets and outlets or metal end section (safety type), where required, culverts must outlet at toe of slope
Maximum velocity (V) and outlet protection	V ≤ 12 feet/second – riprap protection or energy dissipator
	V > 12 feet/second – energy dissipator
	At a minimum, riprap aprons shall be included at all culvert outlets, regardless of velocity
Outlet protection for Reinforced Concrete Box (RCB)	Per Clark County Regional Flood Control District (CCRFCD) Hydrologic Criteria and Drainage Design Manual (HCDDM)
<b>Drop Inlets</b>	
Concrete Aprons	Around all infield drop inlets
Trench drain, slotted drain, scuppers	Prohibited

<b>Roadside Ditches</b>	
Roadside Ditch Design Frequency	25-year design frequency, evaluated for 100-year flow conditions to verify no adverse drainage impacts
Roadside Ditch Freeboard	1 foot for ditches (25-year design storm frequency). 100-year design storm frequency will be conveyed without freeboard.
Roadside Ditch Depths	3 foot minimum
Roadside Ditch Bend Radius	50 feet minimum
Roadside Ditch Side Slopes	Must meet roadside safety requirements, 3:1 or flatter for natural channels when outside of clear zone, 2:1 or flatter for riprap channels
<b>Erosion Control</b>	
Channel Protection	3 fps will be considered borderline erosive for natural ground. All channel lining to be designed per HEC-15
Channel lining	Channel lining relying on geotextile or revegetation, gabions or fully grouted riprap is prohibited
Riprap	Minimum Class 300 riprap size for aprons and channel/ditch lining outside of clear zone
<b>Slope Protection</b>	
Embankment protectors/riprap down drain	Embankment protectors shall be conveyed to the toe of slope. Riprap downdrains shall be used as secondary protection for bypass flows

## Exhibit "E"

**Issue Resolution Process**

The purpose of the Project Issue Resolution Process (PIRP) as set forth below is to practically and efficiently resolve issues between the DEPARTMENT and DEVELOPER that may arise in the context of the HIGHWAY PROJECT and that may impact the HIGHWAY PROJECT'S cost, scope, schedule and/or quality ("CSSQ").

The intent should always be to solve all issues at the lowest possible level and in a manner as to not cause a delay to the project schedule if possible. However, if at any time the DEPARTMENT or the DEVELOPER believes an issue cannot be resolved at the level it is at, or in a timely manner, they may escalate it to the next level immediately as listed below in the Resolution Matrix.

All issues under the PIRP must be documented in writing. It is the responsibility of the parties' Project Managers/Resident Engineer to track and maintain the issue resolution documentation. All HIGHWAY PROJECT related issues must be discussed in the HIGHWAY PROJECT progress meetings, and the meeting minutes will contain action items for the resolution of identified issues.

**Resolution Matrix**

	NDOT Design	NDOT Construction	Developer
Level 1	Technical Lead	Technical Lead	Technical Lead
Level 2	Project Manager	Resident Engineer	Project Manager
Level 3	Chief Design Eng.	District 1 Engineer	Project VP
Level 4	Asst. Director of Eng.	Deputy Director	Project VP
Level 5	Deputy Director	Deputy Director	Legal Team

300

Ptns. of BLM Applications: NEV 001467 and  
CC 020796

Ptn. of Parcel: U-095-ES-019.887

Control Section: ES-04

Route: US-95 Former Route: SR-3

Project: F-095-3(1)

E.A.: 70875

Ptn. of Parcel: U-095-ES-019.887

Surplus No.: SUR 20-03

Surplus Parcel: U-095-ES-019.887 XS1

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

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, presently holds an easement interest for all of that certain right-of-way for US-95 extending from approximate Highway Engineer's Station "A" 61+25 P.O.T. ("X" 63+90 P.O.T.) to approximate Highway Engineer's Station "A" 174+99 P.O.T. ("X" 177+64 P.O.T.); and

WHEREAS, said right-of-way is delineated and identified as Parcel U-095-ES-019.887 XS1, on EXHIBITS "A" through "D", inclusive, attached hereto and made a part hereof; and

WHEREAS, pursuant to the provisions contained in NRS 408.523, the Nevada Department of Transportation Board of Directors may vacate or abandon by resolution, any portion of a state highway which has been superseded by relocation or has been determined to be in excess of the needs of the Department; and

WHEREAS, a portion of said right-of-way is of no further contemplated use by the Department, due to that certain portion of US-95 being superseded by relocation.

THEREFORE, it is hereby determined by the Board of Directors of the Nevada Department of Transportation of the State of Nevada, that the following described right-of-way and incidents thereto, being all that land delineated and identified as Parcel U-095-ES-019.887 XS1, on EXHIBITS "A" through "D", inclusive, is hereby abandoned. Said



right-of-way is more particularly described as follows: situate, lying and being in the County of Esmeralda, State of Nevada and more particularly described as being a portion of the E 1/2 of the NE 1/4 of Section 34, a portion of the W 1/2 of the NW 1/4 of Section 35, a portion of the E 1/2 of the SE 1/4 and a portion of the E 1/2 of the NE 1/4 of Section 27, a portion of the NW 1/4 of the NW 1/4 of Section 26, a portion of the E 1/2 of the SE 1/4 and a portion of the SE 1/4 of the NE 1/4 of Section 22, a portion of the W 1/2 of the SW 1/4 and a portion of the SW 1/4 of the NW 1/4 of Section 23, all in T. 2 S., R. 42 E., M.D.M., and more fully described as follows:

Being a strip of land 600.00 feet in width beginning at approximate Highway Engineer's Station "A" 61+25 P.O.T. ("X" 63+90 P.O.T.) and ending at approximate Highway Engineer's Station "A" 174+99 P.O.T. ("X" 177+64 P.O.T.);

It is the intent of the Department of Transportation to abandon those portions of Nevada BLM Applications NEV 001467, CC 020796, and Parcel U-095-ES-019.887 delineated and identified as Parcel U-095-ES-019.887 XS1, on EXHIBITS "A" through "D", inclusive, attached hereto and made a part hereof for reference.

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:

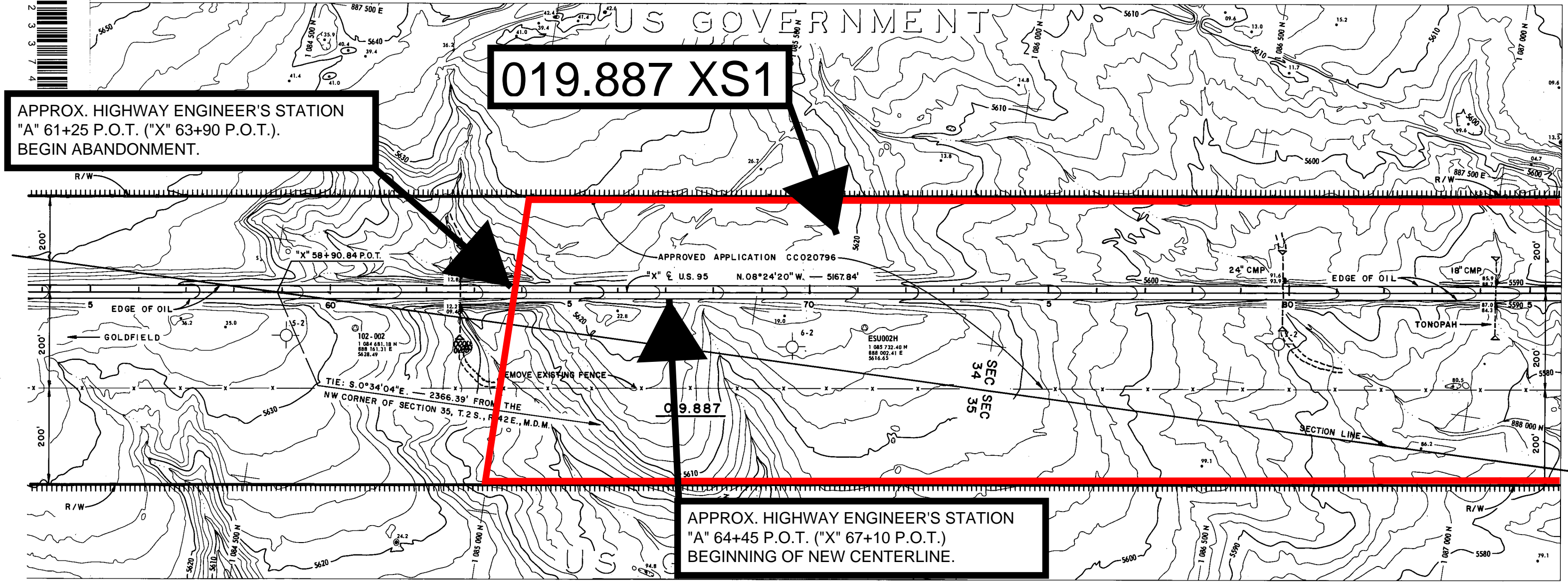
\_\_\_\_\_  
Tracy Larkin-Thomason, Secretary to the Board

R20-01

6

70875

U-095-ES-						PROPERTY SCHEDULE						FED RD REG NO.	STATE	PROJECT NO.	E.A. NO.	COUNTY	SHEET NO.
STATE OF NEVADA DEPT OF HIGHWAYS												9	NEVADA	F-095-3(I)	70875	ESMERALDA	3
PARCEL NO.	GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	ACQUISITION RECORDING DATA				SURPLUS LAND DATA		REMARKS	AMENDED APPLICATION CC020796 <b>APPROVED 8/15/79</b>				
						BK	PG	TYPE	DATE	AREA	DATE						
019.887	U.S. GOVERNMENT	178.79AC	119.00 Ac	59.79AC	178.79AC	46	293		8-27-79			DECISION RECORDED BK.48 PG.175 9/17/79					



CONTROL OF ACCESS TO THE FREEWAY WITH FENCE

TRACED: *Romer*  
 CHECKED: *AB*

# EXHIBIT "A"

"X" 62+73 24" x 179' CMP

"X" 79+92 24" x 150' CMP

"X" 84+35 24" x 150' CMP

FHWA APPROVAL DATE \_\_\_\_\_

STATE OF NEVADA  
 DEPT OF HIGHWAYS R/W DIVISION  
 DATE: FEBRUARY 1979  
 R/W PLANS  
 APPROVED *John D. Smith*  
 SUPERVISOR, R/W ENGINEERING  
 SCALE: 1" = 200'  
 SHEET 3 OF 24 SHEETS

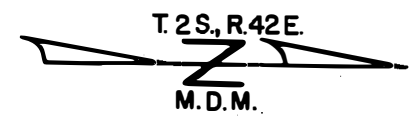
70875



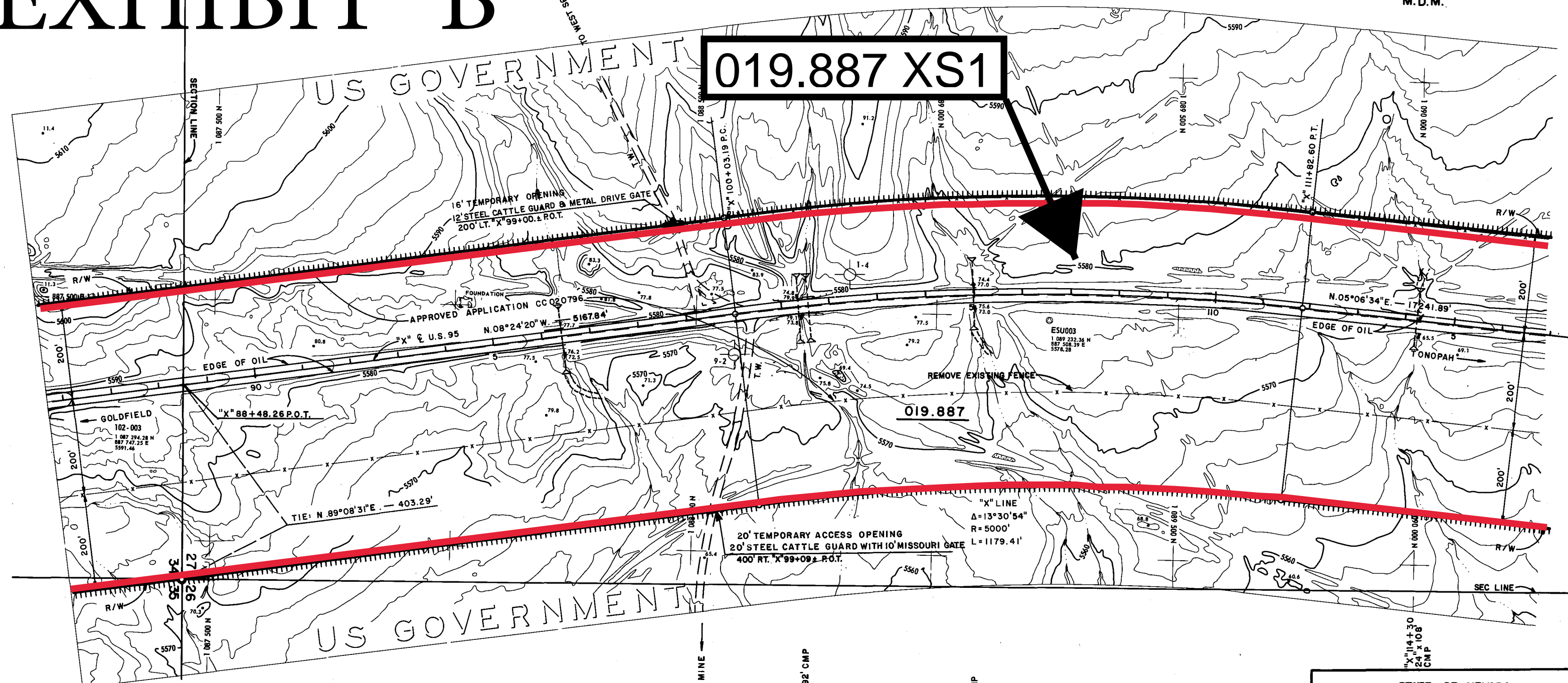
U-095-ES- STATE OF NEVADA DEPT OF HIGHWAYS						PROPERTY SCHEDULE						FED RD REG NO.	STATE	PROJECT NO.	E.A. NO.	COUNTY	SHEET NO.
PARCEL NO.	GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	BK	PG	TYPE	DATE	AREA	DATE	REMARKS					
019.887	U.S. GOVERNMENT	178.79AC	119.00Ac	59.79AC	178.79AC	46	293		8-27-79			DECISION RECORDED BK. 48 PG. 175 9/17/79					

AMENDED APPLICATION CC020796  
 APPROVED 8/15/79

# EXHIBIT "B"



**019.887 XS1**



CONTROL OF ACCESS TO THE  
 FREEWAY WITH FENCE  
 LOCATION AT WHICH ACCESS TO THE  
 FREEWAY IS PERMITTED BY THE STATE

"X" 96+44 36" x 135' CMP

TO SILVER PICK MINE

"X" 101+40 DOUBLE 36" x 92' CMP

"X" 105+05 24" x 102' CMP

STATE OF NEVADA  
 DEPT OF HIGHWAYS R/W DIVISION

DATE: FEBRUARY 1979  
 R/W PLANS

APPROVED *[Signature]*  
 SUPERVISOR, R/W ENGINEERING

FHWA APPROVAL DATE \_\_\_\_\_

SCALE: 1" = 200' SHEET 4 OF 24 SHEETS

U-095-ES-

PROPERTY SCHEDULE

STATE OF NEVADA DEPT OF HIGHWAYS

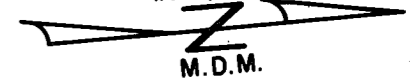
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9	NEVADA	F-095-3(1)	70875	ESMERALDA	5

PARCEL NO.	GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	ACQUISITION RECORDING DATA				SURPLUS LAND DATA		REMARKS
						BK	PG	TYPE	DATE	AREA	DATE	
019.887	U.S. GOVERNMENT	178.79AC	119.00Ac	59.79AC	178.79AC	46	293		8-27-79			DECISION RECORDED BK.48 PG.175 9/17/79

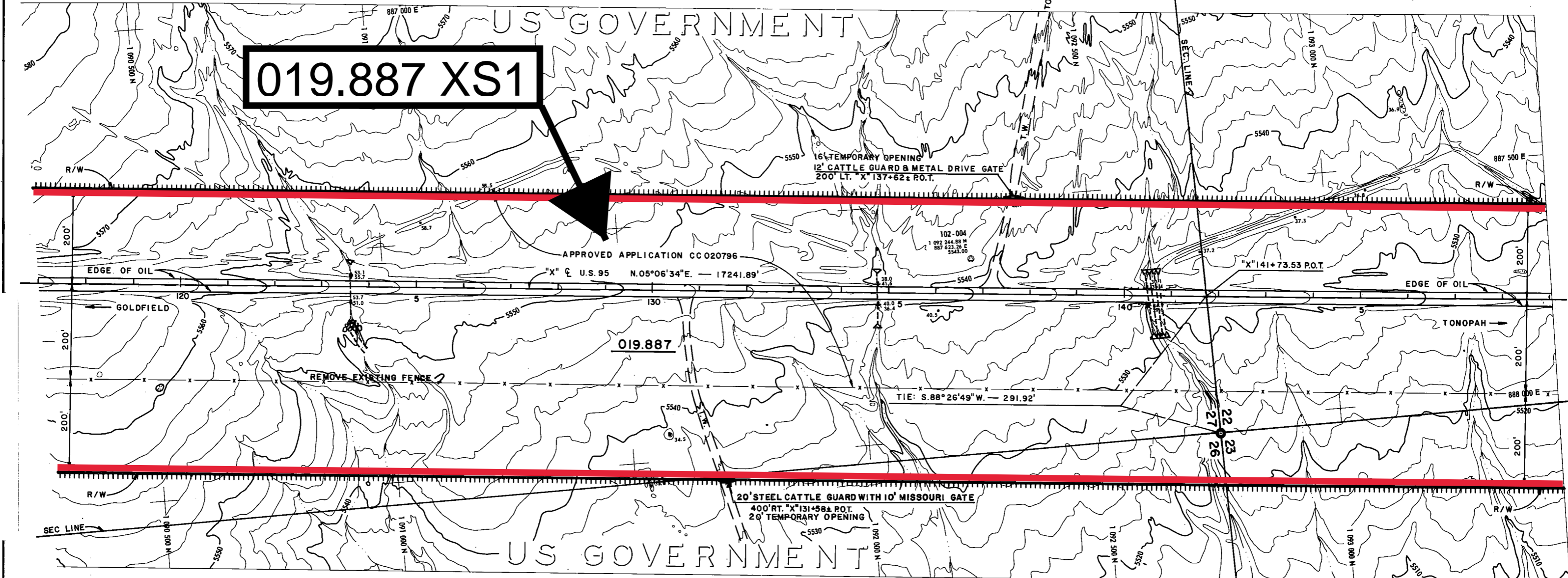
AMENDED APPLICATION CC020796  
APPROVED 8/15/79

# EXHIBIT "C"

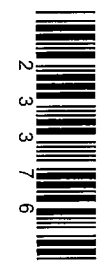
T.2S, R.42E.



019.887 XS1



70875



CONTROL OF ACCESS TO THE  
FREEWAY WITH FENCE

LOCATION AT WHICH ACCESS TO THE FREEWAY IS  
PERMITTED BY THE STATE

TRACED: *Romer*  
CHECKED: *98/*

"X" 123+61 24" x 120' CMP

TO SLIP ROCK MINE

"X" 134+60 36" x 110' CMP

"X" 140+65 QUADRUPLE  
36" x 116' CMP

FHWA APPROVAL DATE \_\_\_\_\_

STATE OF NEVADA  
DEPT OF HIGHWAYS R/W DIVISION

DATE: FEBRUARY 1979  
R/W PLANS

APPROVED *John H. Smith*  
SUPERVISOR, R/W ENGINEERING

SCALE: 1"=200' SHEET 5 OF 24 SHEETS

70875



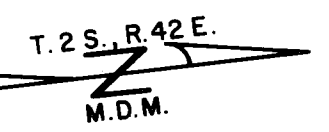
U-095-ES-

# PROPERTY SCHEDULE

FED RD RES NO.	STATE	PROJECT NO.	E.A. NO.	COUNTY	SHEET NO.
9	NEVADA	F-095-3(1)	70875	ESMERALDA	6

PARCEL NO.	GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	ACQUISITION RECORDING DATA				SURPLUS LAND DATA		REMARKS
						BK	PG	TYPE	DATE	AREA	DATE	
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022.396	NORMAN G. LAUMEYER	26.62AC	17.75AC	8.87AC	26.62AC	48	554	G.B.S.	10-24-79			

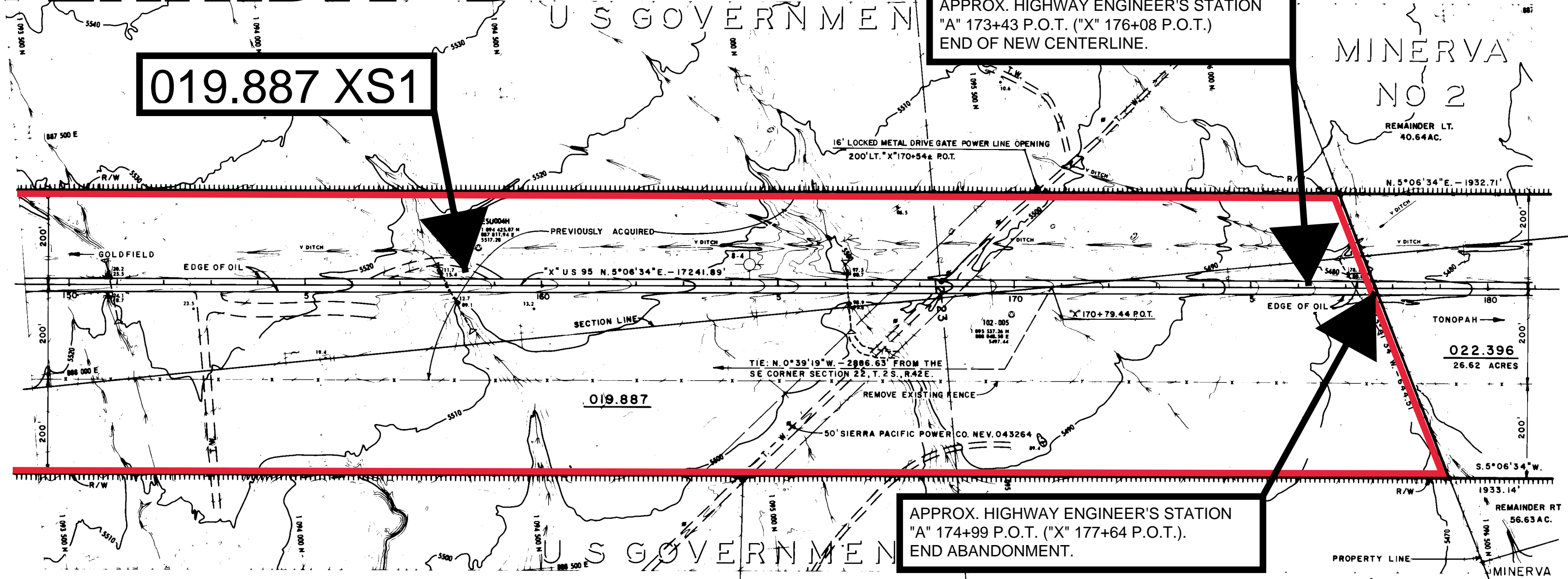
# EXHIBIT "D"



**019.887 XS1**

APPROX. HIGHWAY ENGINEER'S STATION "A" 173+43 P.O.T. ("X" 176+08 P.O.T.)  
END OF NEW CENTERLINE.

APPROX. HIGHWAY ENGINEER'S STATION "A" 174+99 P.O.T. ("X" 177+64 P.O.T.)  
END ABANDONMENT.



CONTROL OF ACCESS TO THE  
FREEWAY WITH FENCE [|||||]  
LOCATION AT WHICH ACCESS TO THE FREEWAY  
IS PERMITTED BY THE STATE [|||||]  
ALL UTILITIES TO BE ADJUSTED WITHIN R/W

"X" 150+90 36" x 128' CMP

"X" 158+05 36" x 165' CMP

TO SILVER PICK MINE

"X" 166+49 30" x 161' CMP

FHWA APPROVAL DATE 3-19-79

STATE OF NEVADA  
DEPT OF HIGHWAYS R/W DIVISION

DATE: FEBRUARY 1979  
R/W PLANS

APPROVED *John H. Sweet*  
SUPERVISOR, R/W ENGINEERING

SCALE: 1" = 200'  
SHEET 6 OF 24 SHEETS

TRACED & CHECKED: [Signature]



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7195  
Fax: (775) 888-7313

## MEMORANDUM

Right-of-Way Division

March 2, 2020

**To: My-Linh Nguyen, Chief, Environmental**  
**From: Diana Callahan, Staff Specialist, Acquisitions**  
**Subject: Environmental Clearance for Transportation Board**

Surplus No.: SUR 20-03  
Project No.: F-095-3(1)  
Description: US-95 in Esmeralda County, Gemfield

---

Please provide environmental clearance for the above-mentioned subject surplus property. Attached for your convenience is a Sketch Map and Construction Plans with the property location delineated in red. More details can be found in your Surplus Property package.

Environmental clearance is required to obtain Legal authorization to dispose of this property. The Department is scheduled to take the April Transportation Board; therefore, your earliest response would be appreciated.

Should you have questions, please contact me at ext. 7195 or by e-mail at [dcallahan@dot.state.nv.us](mailto:dcallahan@dot.state.nv.us)

dtc/me

Attachments

cc: C. Reynoldson, Chief Right-of-Way Agent  
G. Bigby, Manager 2, Right- of-Way Survey Services

Attachment "D"

**NRS 408.523 Summary vacation and abandonment of portion of state highway superseded by relocation or in excess of needs; resolution of Board; recordation.**

1. The Board may retain or may summarily vacate and abandon any portion of a state highway if that portion has been superseded by relocation or has been determined to be in excess of the needs of the Department.

2. The Board shall act to abandon any easement, or to vacate any highway, by resolution. A certified copy of the resolution may be recorded without acknowledgment, certificate of acknowledgment, or further proof, in the office of the county recorder of each county wherein any portion of the easement to be abandoned, or the highway to be vacated, lies. No fee may be charged for such recordation. Upon recordation, the abandonment or vacation is complete.

3. When a highway for which the State holds only an easement is abandoned, or when any other easement is abandoned, the property previously subject thereto is free from the public easement for highway purposes. Where the State owns in fee the property on which the vacated highway was located, the Department shall dispose of that property as provided in [NRS 408.533](#).

4. In any proceeding for the abandonment or vacation of any state highway or part thereof, the Board may reserve and except therefrom any easements, rights or interests in the highway deemed desirable and in the best interests of the State.

(Added to NRS by [1960, 68](#); A [1981, 707](#); [1987, 1811](#); [1989, 1307](#))



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

## MEMORANDUM

April 28, 2020

**TO:** Department of Transportation Board of Directors

**FROM:** Kristina Swallow, P.E., Director

**SUBJECT:** May 11, 2020 | Transportation Board of Directors Meeting

**ITEM #10:** Status Update on the One Nevada Transportation Project Prioritization Process—*Informational item only.*

---

### Summary:

The One Nevada Transportation Plan provides a foundation and policy framework for making more informed, transparent and responsive transportation investment decisions. The Nevada Department of Transportation (NDOT) is now working on implementing that plan by developing a prioritization process using a data-driven process to prioritize projects in the NDOT's planning documents based on the goals established in the One Nevada Transportation Plan. At the April Board of Director's meeting, an overview of the prioritization process was provided, including a discussion on proposed criteria. This item will continue the discussion to include information on other factors and that will affect resource allocation considerations in the development of the 2021 Annual Work Program (AWP) and the 2021—2024 Statewide Transportation Implementation Plan (STIP) for information, discussion, and direction.

### Background:

MAP-21 and the subsequent FAST Act Transportation Authorization bills require performance-based planning and programming including performance measures and targets in specific areas. The reports of various performance measures to meet federal and state requirements, including, but not limited to those outlined in MAP-21 and presented under Item #10 on the April 13, 2020 agenda. These measures and the targets are intended to inform decision making on future investments. The NDOT created a new statewide transportation plan in 2018 (the One Nevada Transportation Plan) that set the foundation for a robust performance based, data-driven process and established six (6) goal areas. The NDOT is now developing a process to integrate goals, measures, and targets into decision support tools to allow the agency and the Board to have more robust information on the relative benefits of projects and programs.



MEMORANDUM

Department of Transportation Board of Directors

April 28, 2020

Page 2 of 2

In the process of developing the plan, NDOT conducted surveys, held multiple workshops, and engaged a diverse Steering Committee (the Transportation Planning Advisory Committee, TPAC) as well as technical assistance from the Metropolitan Planning Organizations (MPOs: Regional Transportation Commissions of Southern Nevada and Washoe, Tahoe Regional Planning Agency, and Carson Area MPO) and multiple NDOT divisions to ensure the process and plan were being developed to include the transportation needs of the entire state. The current phase of process development and implementation has been more inward focused to identify criteria to measure the established goals while considering data availability. The implementation team has worked across the NDOT's divisions and program areas to establish a preliminary process and criteria for prioritization while identifying areas of improvement for future iterations.

Although the process has been more internally focused, the MPOs have been updated regularly and provided the opportunity to provide feedback as the process has been developed. These partner agencies have indicated broad support for the proposed process and will continue to be engaged and additional improvements are made in future iterations.

**Recommendation for Board Action:** Informational item only.

**Prepared by:**

Sondra Rosenberg, Assistant Director, Planning

Kevin Verre, Assistant Chief, Multimodal Program Development



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

## MEMORANDUM

April 28, 2020

**TO:** Department of Transportation Board of Directors

**FROM:** Kristina Swallow, P.E., Director

**SUBJECT:** May 11, 2020 | Transportation Board of Directors Meeting

**ITEM #11:** Provide an Overview of the Nevada Department of Transportation's Formal Procedure and Guidance Document for the Statewide Transportation Improvement Program (STIP)  
— *Informational item only.*

---

### Summary:

The Statewide Transportation Improvement Program (STIP) is a federally mandated, multi-year, fiscally constrained planned program of statewide transportation projects. Any federally-funded or regionally significant transportation project must be contained in the STIP. The NDOT's Formal Procedure and Guidance Document for the STIP provides regulatory direction on the development and adoption of a new STIP, revisions to the current STIP, required public participation and involvement processes, as well as gaining the necessary levels of approval.

The NDOT has updated the STIP procedures and is requesting public feedback. In the process of updating the formal Procedure, NDOT staff held working groups to engage the state's Metropolitan Planning Organizations (MPOs) as well as multiple NDOT divisions to ensure a cohesive process. Partner agencies and internal NDOT divisions have indicated broad support for the proposed process. The NDOT's Formal Procedure and Guidance Document was published for the federally required 45 day public comment period on April 24, 2020. This public comment period will conclude on June 9, 2020.

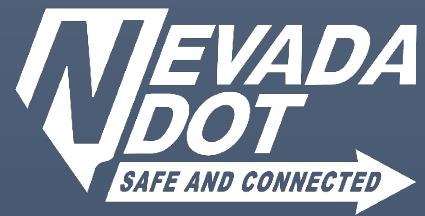
### List of Attachment(s):

- A. Nevada Department of Transportation's Formal Procedure and Guidance Document for The Statewide Transportation Improvement Program (STIP)

**Recommendation for Board Action:** Informational item only.

**Prepared by:** Jillian Emery, STIP Manager, NDOT Planning

2021



# The NDOT's Formal Procedure and Guidance Document for The Statewide Transportation Improvement Program (STIP)

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What is the STIP?..... Page 2

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STIP Approval Process..... Page 7

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STIP Modification and Amendment Process..... Page 9

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Contact Us! ..... Page 17

### What is the STIP?

The Statewide Transportation Improvement Program (STIP) is a four year, fiscally constrained, and prioritized planning document that addresses the multimodal needs of Nevadans. The STIP includes Federally funded and regionally significant projects across the state including but not limited to the construction, maintenance, and operation of our highways, streets, roads, railroads, freight, park and ride facilities, bridges, sidewalks, bike lanes, ferry terminals, transit facilities, trails, multi-use paths, and safety projects. The State of Nevada Transportation Board reviews and accepts the STIP, while both the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) approve the STIP annually.

### What is the eSTIP?

The electronic Statewide Transportation Improvement Program (eSTIP) is an online portal that reflects up to date STIP information. The eSTIP application has a public-facing site that provides access to current projects, financial, and mapping information, as well as any modifications or amendments completed throughout the year. The eSTIP helps to promote transparency and encourage public involvement.

The screenshot displays the Nevada Department of Transportation (NDOT) eSTIP website. At the top, there is a navigation bar with the NDOT logo (celebrating 100 years) and links for Home, 100 Years, Careers, About NDOT, Planning, Public Involvement, News, Documents, and a Contact Us button. The main heading reads "2019 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) Transportation projects utilizing federal funds or deemed regionally significant". Below this are several filter tabs: APRVD STIP, AMENDMENTS, SEARCH, CNTY DASHBOARD, MAP, FISCAL RPT, ABOUT eSTIP, and APRVD WP. A search form includes fields for Project ID, Title or Description or Street Name, and a text input for keywords. Below the search field are dropdown menus for Location / County, Lead Agency, MPO, District, Senate District, Assembly District, Project Type, Federal/State/Local Funding, and Year Programmed. At the bottom of the search area are Search and Clear All buttons. A link to "Contact eSTIP support staff" is provided. The footer contains the Nevada Department of Transportation address (1263 South Stewart Street, Carson City, Nevada 89712), contact information (Telephone: 775-888-7000, TTY: 1-855-878-NDOT (6368), Email: info@dot.nv.gov), the Nevada State Seal, and the names of Governor Steve Sisolak and Director Kristina Swallow, along with a link to the Nevada Privacy Policy.

## Metropolitan Planning Organization (MPO) involvement in the STIP

A Metropolitan Planning Organization (MPO) is required to represent localities in all urbanized areas with a population over 50,000, as determined by the U.S. Census. MPOs are designated by agreement between the governor and local governments that together represent at least 75 percent of the affected population or following procedures established by applicable state or local law.

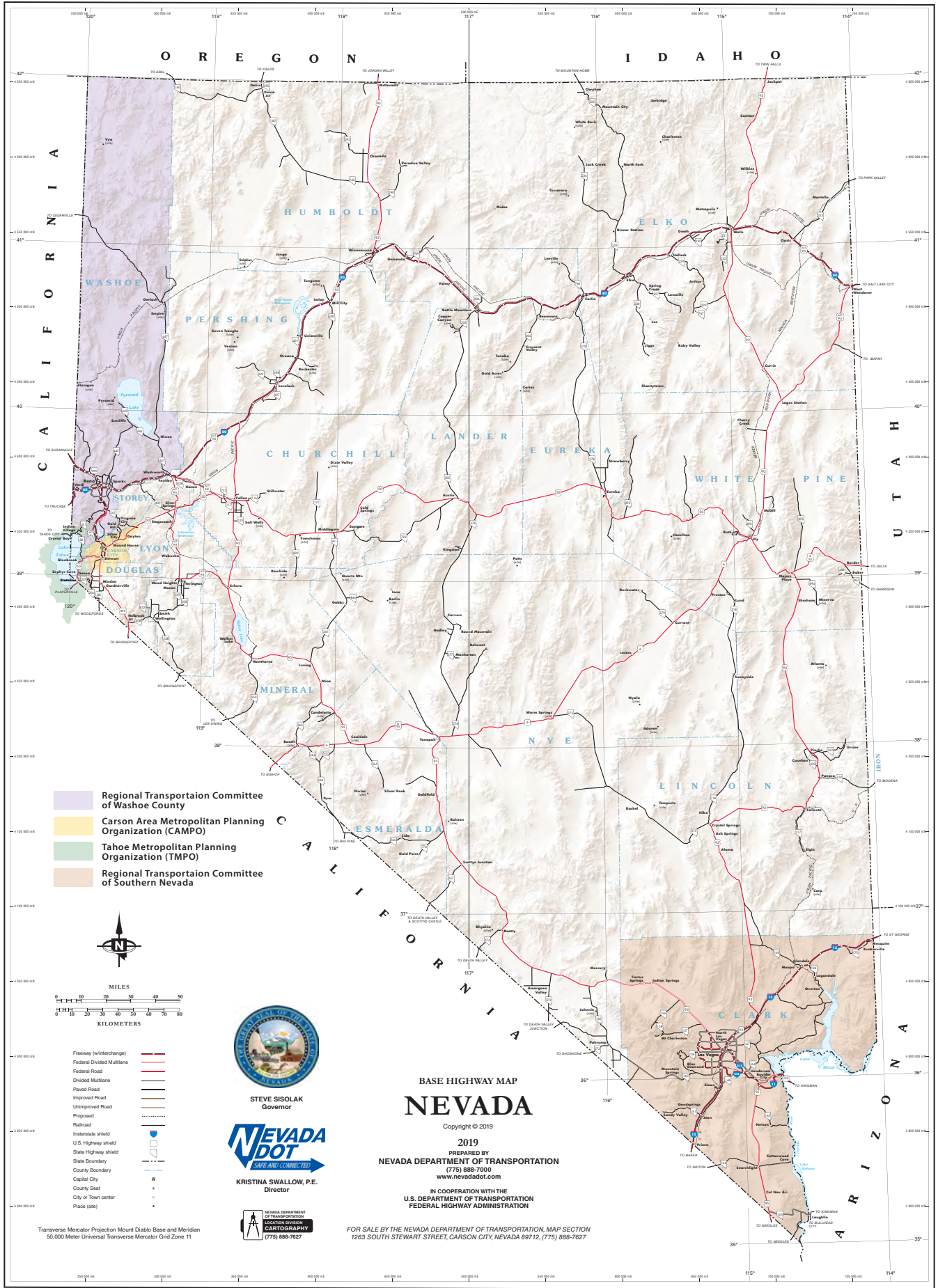
An urbanized area with a population over 200,000, as defined by the Bureau of the Census and designated by the Secretary of the U.S. Department of Transportation is called a Transportation Management Area (TMA).

MPOs and TMAs are required to develop a Transportation Improvement Program (TIP), a list of funded transportation projects covering a minimum of four years. The TIP is developed and formally adopted by an MPO/TMA as part of the metropolitan transportation planning process and requires projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.

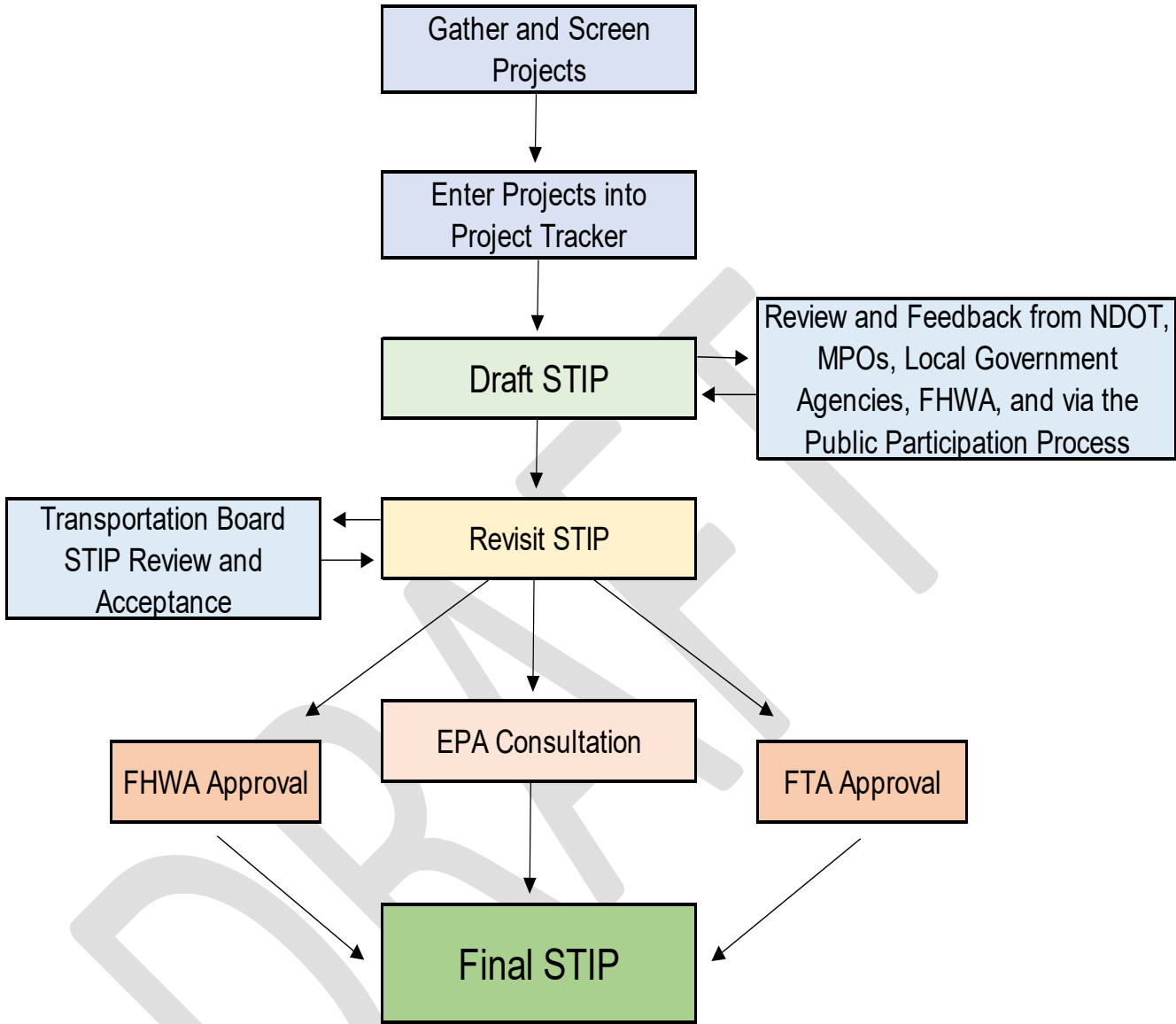
Once the MPO has approved a TIP, it shall be included in the STIP without modification or by reference. A TIP in a nonattainment or maintenance area is subject to FHWA/FTA conformity finding before inclusion in the STIP.

Nevada currently has four of MPOs in the state:

- **Regional Transportation Commission of Southern Nevada (RTCSNV):**  
Administers MPO/TMA activities throughout Clark County  
Website: <http://www.rtcnv.com/>  
Public Participation Plan: <https://assets.rtcnv.net/wp-content/uploads/sites/4/2020/02/06165758/2019-PPP-RTC-BOARD-Adopted-121219.pdf>
- **Regional Transportation Commission of Washoe County (RTCWA):**  
Administers MPO/TMA activities throughout Washoe County  
Website: <https://www.rtcwashoe.com/>  
Public Participation Plan: [http://rtcwashoe.wpengine.com/wp-content/uploads/2017/11/PublicParticipationPlan\\_2017-1.pdf](http://rtcwashoe.wpengine.com/wp-content/uploads/2017/11/PublicParticipationPlan_2017-1.pdf)
- **Lake Tahoe Metropolitan Planning Organization (TMPO):**  
Administers MPO/TMA activities throughout the Lake Tahoe Basin  
Website: <http://www.trpa.org/transportation/>  
Public Participation Plan: <http://www.trpa.org/wp-content/uploads/2019-Public-Participation-Plan-FINAL.pdf>
- **Carson Area Metropolitan Planning Organization (CAMPO):**  
Administers metropolitan planning activities in Carson City and portions of Douglas and Lyon Counties  
Website: <https://www.carsonareampo.com>  
Public Participation Plan:  
<https://www.carson.org/home/showdocument?id=67564>



### STIP Development Process



### Projects Included in the STIP

Within the boundaries of the State proposed for funding under Title 23 U.S.C. and Title 49 U.S.C.  
[https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div5&view=text&node=23:1.0.1.5.11&idno=23#se23.1.450\\_1218](https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div5&view=text&node=23:1.0.1.5.11&idno=23#se23.1.450_1218)

- All capital and non-capital transportation projects or phases of projects
- Transportation Alternative Projects
- Transit Improvement Projects
- Tribal Transportation Projects
- Federal Lands Transportation Projects and Federal Land Access Program
- HSIP Projects
- Trails Projects, and accessible pedestrian walkways and bicycle facilities
- Regionally Significant Projects



### Projects Not Required in the STIP

- Metropolitan Planning Projects (MP)
- State Planning and Research (SPR)
- Emergency Relief (ER)
- National planning and research projects funded under 49 U.S.C. 5314
- Project management oversight projects funded under 49 U.S.C. 5327
- State/locally funded projects that are not deemed regionally significant

### STIP Project Regulations

This STIP shall include the following for each project:

- Project type (road improvement, betterment, transit, etc)
- Project location
- Estimated total project cost, by phase, by year
- Identification of the lead agency responsible for the project
- Project manager and/or contact person
- Phase of work - (PE) preliminary engineering, (ROW) right-of-way, (Con) construction, and/or (Other) usually used for programs or inspections
- Descriptive material (type of work, termini)

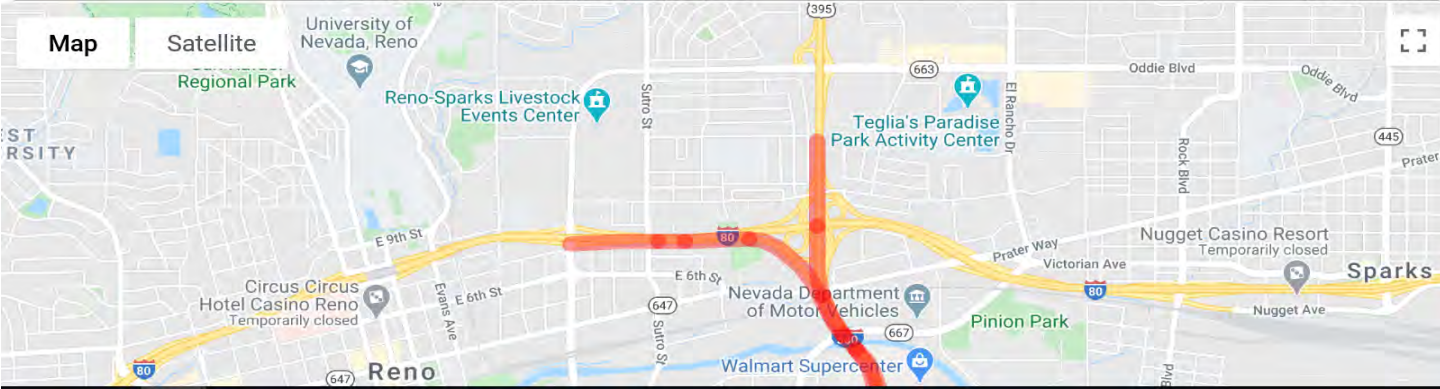
Once the project has been entered, reviewed, and approved in the STIP, the data will then be available in a format similar to the example shown below via the eSTIP platform.

### 2019 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)

[PROJECT OVERVIEW](#)
[FUNDING HISTORY](#)
[CHANGE HISTORY](#)

<b>State TIP ID</b> WA20180043 <b>Lead Agency</b> Nevada DOT <b>Project Type</b> Rd Improvement <b>Title</b> I 580 Improvements South of Spaghetti Bowl <b>Limits</b> At From I 80 To Mill Street Interchange of Distance (mile) 1.27 Begin: 24.47 End: 25.74 <b>Description</b> Reconfigure Wells Ave Entrance to EB I 80. Widen EB I 80 to SB I 580 Ramp to 2 lanes. Widen I 580 SB to 3 lanes. Rehab/Replace 7 Bridges. Add sound walls.	<b>MPO/TIP</b> RTC Washoe 20-05 <b>Contact</b> Pedro Rodriguez (775)888-7320 <b>Air Quality</b> Non-Exempt	<b>Local ID</b> <b>NDOT</b> District 2 <b>TCM</b> Yes	<b>Total Cost</b> \$223,005,000 <b>County</b> WASHOE <b>Construction2020</b> Start
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Phase	Fund Source	Prior FFY	FFY2020	FFY2021	FFY2022	FFY2023	FFY2024	Future FFY	Total
PE	State Gas Tax	\$11,005,000	-	-	-	-	-	-	\$11,005,000
	<i>Total Preliminary Engineering</i>	\$11,005,000	-	-	-	-	-	-	\$11,005,000
ROW	State Gas Tax	\$12,000,000	-	-	-	-	-	-	\$12,000,000
	<i>Total Right of Way</i>	\$12,000,000	-	-	-	-	-	-	\$12,000,000
CON	Local Fund	-	\$30,000,000	-	-	-	-	-	\$30,000,000
CON	NDOT Bond	-	\$100,000,000	-	-	-	-	-	\$100,000,000
CON	State Gas Tax	-	\$70,000,000	-	-	-	-	-	\$70,000,000
	<i>Total Construction</i>	-	\$200,000,000	-	-	-	-	-	\$200,000,000
	<b>Total Programmed</b>	<b>\$23,005,000</b>	<b>\$200,000,000</b>	-	-	-	-	-	<b>\$223,005,000</b>



## STIP Approval Process

- **Draft STIP Approval**
  - The result of the STIP development process and MPO TIP development is a completed Draft STIP. The Long-Range Plan will be consulted and considered in identifying the projects to be added into the STIP. NDOT staff verifies that the Draft STIP is fiscally constrained by year, consistent with the AWP, and ensures both the required planning process and opportunities for public involvement.
  
- **Public Notice and Comment Period**
  - NDOT posts an electronic copy of the Draft STIP on its public website. The Draft STIP is available for public review and comment for a minimum of 30 days. Comment on the draft STIP can be submitted on the NDOT website or to the Headquarters STIP Manager via mail, phone, or e-mail.
    - Web: <https://www.nevadadot.com/projects-programs/proposed-transportation-projects>
    - Mail: 1263 S. Stewart St. Carson City, NV 89460
    - Phone: 775-888-7000
  
- **Adoption of the STIP**
  - Following the public comment period and any revisions needed due to those comments, the Draft STIP is submitted to The State of Nevada Transportation Board for acceptance. Upon STIP acceptance by the Board, it is then forwarded to the FHWA and FTA for their approval. The approved STIP and goes into effect at the beginning of the Federal Fiscal Year, October 1st.
  
- **Distribution of the Adopted STIP**
  - Once the STIP is accepted by the Board and approved by FHWA and FTA, the document is posted on NDOT's external website.  
<https://www.nevadadot.com/projects-programs/proposed-transportation-projects>
  - The approved STIP is also available via our eSTIP platform  
[https://estip.nevadadot.com/default?view\\_type=FED](https://estip.nevadadot.com/default?view_type=FED)

## Administrative Modification vs. Formal Amendment

Once a STIP is approved, revisions can be made throughout the year by processing an Administrative Modification or a Formal Amendment as defined below. Revisions to projects within an MPO boundary must follow the MPO's Public Participation Plan (there is a link to each PPP on page 3 of this document).

### Administrative Modification:

Administrative Modifications are required for any minor revision that does not meet the criteria of a Formal Amendment such as:

- Federally funded total project cost increase of less than 25%
- Minor changes to the termini
- Addition or deletion of a phase without major change to the scope
- Moving projects between any fiscal years currently reflected in the STIP
- Minor changes to funding source(s)
- Updating the projects lead agency and/or project manager
- Changes made to the existing projects non-federal funding amounts
- Addition of a regionally significant project that does not require air quality conformity and uses 100% state or local funds
- Combining two or more projects already in the STIP/TIP if scope and funding stay overall intact

*\*An administrative modification does not require public review and comment or a conformity determination in nonattainment and maintenance areas.*

*\*This action requires approval from the Executive Director within an MPO, and the NDOT Director.*

*\*Federal approval is not required.*

### Formal Amendment:

Formal amendments are required for any major revision

- Addition or deletion of any project (if within a nonattainment area a conformity determination is also required)
- Federally funded total project cost increase of greater than 25%
- Substantial changes to the scope (changing number of lanes, changing the type of the project, major change in project termini, etc.)
- Moving a project into or out of the fiscal years currently reflected in the STIP
- Changes in a fund source from non-federal to federal via Advance Construction (AC)

*\*A formal amendment requires a public review and comment period of 7 days. When in an MPO boundary their public participation process will be followed.*

*\*This action requires approval from the Governing Board if within an MPO, and the NDOT Director.*

*\*Federal approval is required.*

# STIP Modification and Amendment Process

**Project Manager Request To Change Project**  
(Via Scope Budget Change Form, Notification from Financial Management, or Executive Leadership Team Direction)

**Administrative Modification**

- Federal Funding Total Cost Increase of *LESS THAN* 25%
- Federal Funding Total Cost Decrease of Any Amount
- Minor Changes to Scope
- Addition or Deletion of a Phase Without Major Change to Scope
- Moving Projects From One Year to Another Within the Current STIP Fiscal Years
- Changing from One Federal Fund Source to Another Federal Fund Source
- Updates to Lead Agency or Project Manager
- Changes to Non Federal Funding Sources
- The Combination of Two Or More Projects Already Approved in the STIP if Scope and Funding Stay Overall Intact

No NDOT Public Comment Period Required  
MPOs Follow Their Public Participation Plan  
No FHWA/FTA Approval Needed

**Formal Amendment**

- Federal Funding Total Cost Increase of *GREATER THAN* 25%
- Addition or Deletion of Any Project
- Substantial Changes to Scope
- Moving a Project Into or Out of the Fiscal Years Currently Reflected in the STIP
- Changing a Fund Source from Non Federal to Federal

FHWA/FTA Conformity Determination Required  
7 Day NDOT Public Comment Period Required  
MPO Public Comment Period Required  
FHWA/FTA Approval Required

MPO Executive Director Approval Required

MPO Board Approval Required

NDOT Director Approval Required

NDOT Director Approval Required

FHWA/FTA Approval Required

# Administrative Modification and Formal Amendment Schedules

## Administrative Modification Schedule:

<u>Due to STIP staff by</u>		<u>For Processing on</u>	
October	1st	October	15th
November	1st	November	15th
December	1st	December	15th
January	1st	January	15th
February	1st	February	15th
March	1st	March	15th
April	1st	April	15th
May	1st	May	15th
June	1st	June	15th
July	1st	July	15th

## Formal Amendment Schedule:

\* Please note: if a **Scope Budget Change (SBC)** form is required to process the formal amendment the form **MUST** be completed and **approved** prior to the "Due to STIP Staff" date.

<u>Due to STIP staff by</u>		<u>For Processing on</u>	
October	1st	October	15th
January	1st	January	15th
April	1st	April	15th
July	1st	July	15th

No changes will be made to the STIP **July 1<sup>st</sup> - September 30<sup>th</sup>** of each year.

## Fixing America's Surface Transportation Act "FAST Act" Overview

On December 4, 2015, President Obama signed into law Public Law 114-94, the Fixing America's Surface Transportation Act (FAST Act). The FAST Act funds surface transportation programs—including, but not limited to, Federal-aid highways—at over \$305 billion for fiscal years (FY) 2016 through 2020. It is the first long-term surface transportation authorization enacted in a decade that provides long-term funding certainty for surface transportation. This summary reviews the policies and programs of the FAST Act administered by the Federal Highway Administration (FHWA).

The Moving Ahead for Progress in the 21st Century Act (MAP-21), enacted in 2012, included provisions to make the Federal surface transportation more streamlined, performance-based, and multimodal, and to address challenges facing the U.S. transportation system, including improving safety, maintaining infrastructure condition, reducing traffic congestion, improving efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery. The FAST Act builds on the changes made by MAP-21.

Setting the course for transportation investment in highways, the FAST Act:

- Improves mobility on America's highways - The FAST Act establishes and funds new programs to support critical transportation projects to ease congestion and facilitate the movement of freight on the Interstate System and other major roads. Examples include developing a new National Multimodal Freight Policy, apportioning funding through a new National Highway Freight Program, and authorizing a new discretionary grant program for Nationally Significant Freight and Highway Projects (FASTLANE Grants).
- Creates jobs and supports economic growth - The FAST Act authorizes \$226.3 billion in Federal funding for FY 2016 through 2020 for road, bridge, bicycling, and walking improvements. In addition, the FAST Act includes a number of provisions designed to improve freight movement in support of national goals.
- Accelerates project delivery and promotes innovation - Building on the reforms of MAP-21 and FHWA's Everyday Counts initiative, the FAST Act incorporates changes aimed at ensuring the timely delivery of transportation projects. These changes will improve innovation and efficiency in the development of projects, through the planning and environmental review process, to project delivery.

**For More Information:** <https://www.fhwa.dot.gov/fastact/summary.cfm>

## FHWA Funded Program Overview

<b>National Highway Performance Program</b>	The National Highway Performance Program (NHPP) supports the condition and performance of the National Highway System (NHS), for the construction of new facilities on the NHS, and to ensure that investments of Federal-aid funds in highway construction are directed to support progress toward the achievement of performance targets established in a State's asset management plan.
NHPP	
95/5 Match Required	
±\$193M	
<b>Surface Transportation Block Grant Program</b>	The FAST Act converted the long-standing Surface Transportation Program (STP) into the Surface Transportation Block Grant Program (STBG). STBG has the most flexible eligibilities among all Federal-aid Highway programs; it can be used for highway, transit, bicycle, pedestrian, and other transportation projects. The STBG promotes flexibility in state and local transportation decisions and provides funding to best address transportation needs. This fund source is sub-allocated to the State, TMAs, and other population designations across the state.
STBG	
95/5 Match Required	
±\$108M	
<b>National Highway Freight Program</b>	The FAST Act establishes a new National Highway Freight Program, funded by FHWA, (\$49 million) to improve the efficient movement of freight on the National Highway Freight Network (NHFN). This program supports several goals.
HWY Freight	
95/5 Match Required	
±\$11M	
<b>Highway Safety Improvement Program</b>	The FAST Act continues the Highway Safety Improvement Program (HSIP) to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on Tribal lands.
HSIP	
95/5 Match Required	
±\$21M	
<b>Congestion Mitigation and Air Quality Program</b>	The Congestion Mitigation and Air Quality Improvement (CMAQ) program provides annual federal funding from FHWA to states and local jurisdictions to meet the requirements of the Clean Air Act. Funding is available for transportation projects and programs that reduce congestion and improve air quality. Eligible areas include those that do not meet the National Ambient AQ standards for ozone, carbon monoxide, or particulate matter (nonattainment areas); and for former nonattainment areas that are now in compliance (maintenance areas). Federal law does not require NDOT to share these funds with local governments; however, NDOT has elected to make the CMAQ program a local program—distributing funds to eligible TMAs by a formula based on population, particle matter volumes and CO2 levels. The RTCSNV and RTCWA are eligible for the formula distribution of these funds.
CMAQ	
95/5 Match Required	
±\$25M	

<b>Transportation Alternatives Program</b>	Funding for Transportation Alternatives (TA) is set aside from the overall STBG funding amount. After accounting for this set-aside, FHWA distributes a percentage of a State's STBG funds based on population (sub-allocated), and the remaining funds are available for use anywhere in the State. The sub-allocated percentage starts at 51 percent in FY 2016 and then grows each year, to 55 percent in FY 2020. Project eligible for this funds source includes Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
TAP	
95/5 Match Required	
±\$4.9M	

### Federal Transit Administration (FTA) Funded Programs Overview

<b>Metropolitan and Statewide Transportation Planning</b>	Provides a basis for making short and long-range public transportation decisions.
FTA Section 5303	
FTA Section 5304	
<b>Urbanized Area Formula</b>	Supports public transportation capital, planning, job access, and reverse commute projects, as well as operating expenses in certain circumstances for Urbanized Areas.
FTA Section 5307	
<b>Bus and Bus Facilities</b>	Capital purchases of transit vehicles and vehicle-related facilities for small urban and rural transit providers.
FTA Section 5339	
<b>Enhanced Mobility of Seniors and Individuals with Disabilities</b>	Capital and operations support benefiting the elderly and people with disabilities.
FTA Section 5310	
<b>Rural Areas Formula</b>	Transit services in rural areas. This program includes intercity service and technical assistance.
FTA Section 5311	



## Acronyms Found in the STIP

AC - Advance Construction

AWP - Approved Work Program

CAMPO - Carson Area Metropolitan Planning Organization

CMAQ - Congestion Mitigation Air Quality Improvement

CON - Construction

ER - Emergency Relief

eSTIP - Electronic Statewide Transportation Improvement Program

FHWA - Federal Highway Administration

FTA - Federal Transit Administration

HSIP – Highway Safety Improvement Program

MP - Metropolitan Planning

MPO - Metropolitan Planning Organization

NDOT - Nevada Department of Transportation

NHFN - National Highway Freight Network

NHS - National Highway System

NHPP - National Highway Performance Program

PE - Preliminary Engineering

ROW - Right of Way

RTC - Regional Transportation Commission

RTCLV - Regional Transportation Commission Las Vegas

RTCWA - Regional Transportation Commission Washoe

SBC - Scope Budget Change Form

SPR - State Planning and Research

STBG - Surface Transportation Block Grant

STIP - Statewide Transportation Improvement Program

STP - Surface Transportation Program

TA - Transportation Alternatives

TIP - Transportation Improvement Program

TMA - Transportation Management Area

TMPO - Tahoe Metropolitan Planning Organization

WP - Work Program

## Definitions

**Regionally Significant** - A regionally significant project is a transportation project (other than an exempt project) that is on a facility which serves regional transportation needs (such as access to and from the area outside of the region, major activity centers in the region, major planned developments such as new retail malls, sports complexes, or transportation terminals as well as most terminals themselves) and would normally be included in the modeling of a metropolitan area's transportation network, including a minimum all principal arterial highways and all fixed guideway transit facilities that offer an alternative to regional highway travel.

**Fiscal Constraint** - Since 1991, fiscal constraint has been a key component of the statewide and metropolitan transportation planning processes. Fiscal constraint means that a Metropolitan Transportation Improvement Program (TIP), and Statewide Transportation Improvement Program (STIP) include sufficient financial information to demonstrate that the projects in the TIP and STIP can be implemented using committed, available, or reasonably available Federal, State, local, and private revenues, with the assurance that the federally supported transportation system is being adequately operated and maintained. Some examples of reasonable funding assumptions are discussed in the table below:

New Tolls - A new toll or other user fee dedicated to a particular project or program may be reasonable if there is clear evidence of support by the Governor, legislature, and/or other appropriate local/regional decision-makers.

New Taxes - A new tax for transportation purposes requiring local and/or State legislation and/or support from the Governor is reasonable if there is clear evidence of sufficient support (both governmental and public) to enact the new tax and a strategy exists for securing those approvals within the time period for implementing the affected projects.

Increase in Existing Taxes - If a State or local jurisdiction has past historical success in incrementally increasing gas taxes for transportation purposes, it is reasonable to assume that this trend (and the historical rate of increase) over a comparable period of time will continue.

New Bonds or Innovative Finance Mechanisms - A new bond or other financing mechanisms issued for a particular project or program may be reasonable if there is clear evidence or a history of support by the legislature, Governor, and/or other appropriate decision-makers and a strategy exists with milestones for securing those approvals within the time period for implementing the affected projects or program.

Increased Transit Fares - If a transit operator has past historical success in incrementally increasing transit fares, it is reasonable to assume that this trend (and the historical frequency of increase) over a comparable period of time will continue.

Future Authorizations - When the horizon year for a project in the STIP/TIP or MTP extends beyond the current authorization period for Federal program funds, available funds may include an extrapolation based on historic authorizations of Federal funds that are distributed by formula.

## Resources

### Regulatory Guidance

The statutory and regulatory framework for the STIP and STIP development processes includes:

- 23 United States Code (U.S.C.) 134 and 135, and its implementing regulations;
- 49 United States Code (U.S.C.) 53 and its implementing regulations;
- 49 United States Code (U.S.C.) 5303 and 5304
- 49 United States Code (U.S.C.) 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity
- Section 504 of the Rehabilitation Act of 1973 (49 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities
- 23 United States Code (U.S.C. 324) regarding the prohibition of discrimination based on gender
- Provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq) and 49 CFR parts 27, 37, and 38
- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21
- Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving federal financial assistance
- Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in U.S. DOT-funded projects
- 23 Code of Federal Regulations (CFR) Part 450
- 49 Code of Federal Regulations (CFR) Part 613
- 23 Code of Federal Regulation (CFR) Part 230, regarding implementation of an equal opportunity program on federal and federal-aid highway construction contracts

Other stipulations of 23 CFR 450(b) addressed during the development of the STIP are:

- Adherence to requirements for public involvement.
- Inclusion of projects only if consistent with state and local long-range plans.
- Inclusion of federal-aid projects and all regionally significant transportation projects requiring FHWA or FTA consideration during the first four-year program period.
- Inclusion of MPO TIPs without modification, which directly or by reference, have been approved by the governor or his designee.
- In nonattainment and maintenance area, the STIP contains only transportation projects found to conform, or from programs that conform, to the requirements contained in 40 CFR 51.
- Advisement to recipients of FTA funding that feasibility studies are required for facility projects.
- Inclusion of tables showing the STIP is fiscally constrained by year.

## Contact Us!

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