



## 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, July 13, 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 July 13, 2020 meeting without having to be physically present:

- use our online Public Comment Form
- email 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.
  3. Consideration of Approval of the June 8, 2020 Nevada Department of Transportation Board of Directors Meeting Minutes.—*For possible action.*
  4. Receive Director's Report.—*Informational item only.*
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5. Consideration of Approval of Agreements over \$300,000.—*For possible action.*
  6. Contracts, Agreements, and Settlements—Pursuant to NRS 408.131 the Board may delegate authority to the Director which the Director may exercise pursuant to NRS 408.205. These items and matters have been delegated to the Director by the Board by resolutions in April 1990 and July 2011.—*Informational item only.*
  7. Receive Presentation of the Draft Fiscal Year 2021 NDOT Work Program (WP) and the Draft 2021-2024 Statewide Transportation Improvement Program (STIP)—*Informational item only.*
  8. 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.
  9. 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.*
  10. Adjournment—*For possible action.*



NOTES:

- Items on the agenda may be taken out of order.
- The Board may combine two or more agenda items for consideration.
- The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- The Board will limit 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:** 1263 South Stewart Street 123 East Washington Avenue  
Third Floor Conference Room Building B  
Carson City, Nevada 89712 Las Vegas, Nevada 89101

**1. Welcome/Call to Order**

Governor Sisolak called the June 8 Nevada Department of Transportation Board of Directors Meeting to order at 9:30 AM. A roll call was conducted, and quorum was established.

**2. Public Comment**

Director Swallow said that all public comments were received via public comment forum or public comment email. There was one comment received in support of Agenda Item 6 and another that she will report on later.

Lieutenant Governor Marshall said she wanted to recognize two NDOT employees who went above and beyond to save a small business out in Baker, Nevada. The business would literally have closed had it not been for the help of NDOT. Steve Baer and Kyle made it so that the only restaurant in Baker could remain open to serve the people going to the national park. She said they deserve many thanks.

**3. Consideration of Approval of May 11, 2020 Nevada Department of Transportation Board of Directors Meeting Minutes (For Possible Action)**

There were no corrections or changes in the Minutes.

**Motion:** Approve the May 11, 2020 Nevada Department of Transportation Board of Directors Meeting Minutes

**By:** Lieutenant Governor Marshall

**Vote:** Passed unanimously

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

Director Swallow began her report with a safety update. The total fatality numbers are still tracking lower than they were in 2019 with 99 people who've lost their lives this year versus 115 last year. In May, there were only





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11 fatalities compared to 27 last year. Pedestrian numbers are also tracking better than they did last year with 32 pedestrian fatalities this year compared to 38 last year. Motorcyclists are tracking far better, with only 12 motorcyclists who lost their lives versus 23. Bicyclists are also better with 3 this year compared to 5 last year.

Director Swallow explained the Department's Five E program. The Five E's are:

1. Engineering. How roads are designed to increase pedestrian safety and ultimately designing the roads for speeds that are safe for folks to travel on.
2. Enforcement. This is via DUI checkpoints, seatbelt enforcement, enforcing all of the traffic laws where appropriate.
3. Education. Provides information on how to maintain vehicles on the roadways, provide public service campaigns to reduce impaired driving, provides subsidized rides to and from bars and hotels occasionally.
4. Emergency Response. Conducting first responder training, providing intelligent transportation system technology to reduce response times.
5. Everyone. All people have a role. As Nevada continues to reopen, the Department wants to make sure everybody understands their role and are careful and cautious and aren't driving impaired.

Director Swallow followed up on her plan to focus on one crash per month. This month she told Members about a crash on Lake Mead Boulevard in Las Vegas that took the life of a motorcyclist. The rider was struck by a Nissan Altima that made a U-turn, pulling out in front of the motorcycle. The motorcyclist left behind a wife and three kids. The driver of the Nissan is now facing charges of DUI and making an illegal U-turn. It's important that everyone take responsibility for actions on Nevada roads to ensure everyone's safety.

The Director gave a COVID-19 update. The Department worked hard to keep programs up and running while keeping team members safe as well. Construction and maintenance activities have continued with ongoing safety protocols.

During Phase 1, most staff worked from home. Now that it's Phase 2, employees are carefully returning to the workplace. The Director expects that the majority of the team members will be back during Phase 3.

COVID-19 has had a significant impact on revenue across the state, and NDOT's projected revenue has been impacted mightily. The Department is proactively planning for different budget scenarios, and also monitoring updates on the Federal level.



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Director Swallow gave a quick summary on the federal efforts which are very dynamic right now. Nevada's current surface transportation bill for highways, bridges, and transit is the FAST Act, and it is meant to expire on September 30<sup>th</sup>. Congress cannot extend the law without finding additional supplemental funding for the Highway Trust Fund unless they cut the program by 30 percent. Both the House and the Senate are working on five-year re-authorization bills for the FAST Act, which is really good news. It's not often that they have a draft legislation in advance of expiration, so that is very good news.

The Director said they are monitoring progress on the House Bill which includes an over 40 percent increase in funding for many programs versus the Senate bill which includes a more modest increase of 20 percent. Neither bill currently has the funding component figured out. The hearing for the policy component on the House bill is scheduled next week.

The economic impact of the program, October through May, has been almost 5,200 jobs. 5,180 jobs have been supported via the Transportation Program. During the beginning of the COVID response, traffic counts were down. Since then, the numbers have improved and that increase in traffic will continue and will help restore funding.

Director Swallow detailed some of the Department's involvement with regional riots in Reno the weekend of May 30 and 31. To support public safety and enforcement response efforts, law enforcement requested NDOT to close freeway off ramps with traffic control devices including utilizing snowplows to block ramps in order to restrict vehicle access to downtown Reno. The Department received the phone call at 8:00 p.m. on Saturday night and staff was able to mobilize and get equipment in place within a couple of hours. They utilized some older snowplows deployed for sale and were able to keep the brand new equipment out of harm's way. This quick action helped reduce downtown access, mitigate damage and enhance safety during the Reno riot. This was a job well done.

Another significant event that happened in the last month was the western Nevada earthquake. In the early hours of Friday, May 15, a 6.5 magnitude earthquake occurred approximately 20 miles southeast of Mina. This earthquake was Nevada's largest in 66 years. Within a few hours, the NDOT team was able to confirm that there was no structural damage to the few bridges within range of the earthquake. However, the quake caused pavement damage to roughly three miles of U.S. Highway 95, north of the U.S. Route 6 junction in Tonopah. The NDOT teams went out immediately to assess the damage, perform traffic control, and closed U.S. 95 and detoured traffic to do so. The highway was closed and they were able to make the emergency repairs at four



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different locations and reopen the road two hours ahead of schedule. The largest repair was where there was a 3- to 5-inch differential settlement in the pavement. They closed the road. They removed nine feet of pavement across the entire road and put down a 40-foot long, nine-foot wide pavement patch in order to reopen the road at 3:00 PM. The permanent fix at three different locations should be complete by the end of next week.

The Director said in advance of Agenda Item 14, she would summarize road transfers for the Members. NRS 408.527 defines instances in which the Department may relinquish or accept roadways. The Department can relinquish a roadway when it is determined it is no longer needed due to development changes or lack of use, a roadway is superseded by a new alignment or a local agency requests transfer of ownership of roads to control the ingress/egress and development potential without needing to meet state design standards or request permits to work on the roadway.

There are three legislatively required steps to complete a road relinquishment or transfer. First is the formal agreement approved by NDOT and the local agency. The second is the consent resolution approved by the local agency board, and the final step is the resolution of relinquishment approved by the State Transportation Board.

Agenda Items 10 through 14 are the final action resulting from a 2018 agreement between Clark County and NDOT to exchange several surface streets for a portion of the Clark County 215 Beltway between Warm Springs and Stephanie. The Department committed to creating some new access points for the HOV lanes. The Director committed in December that those access points would be open within six months and she was happy to report that construction was completed last Friday on seven new locations.

There are four on I-15. Going northbound, there's a new one for Flamingo northbound just north of Sahara. And there is a new one for Sahara northbound just north of Charleston Boulevard. For the southbound direction, there is a new one north of Sahara for anyone looking to exit at Spring Mountain, and there's a new one south of Russell for anyone looking to exit at Blue Diamond and Silverado Ranch Boulevard.

On U.S. 95, they added three new locations. Heading northbound, the first one is right past I-15 near Rancho. This one is intended to allow access for anyone who is on U.S. 95 through downtown Las Vegas so that they can enter the system soon after the system starts when they cross the Spaghetti Bowl. The second one is located north of Cheyenne to allow access and entry for anyone who enters U.S. 95 at Cheyenne. And, then, the last



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one is for southbound. It's just south of Craig Road, and that will allow access for anyone who's entering the freeway system from Ann.

The Director's final topic was an update on a project the Board approved just two months ago—the Parr/Dandini Bridge replacement in Reno. The bridge is 48 years old and will be replaced with a newer and wider bridge. Construction is starting shortly. The old bridge is being removed this weekend. Construction will continue through November during which time the U.S. 395 lanes will be open, but the Parr Boulevard Bridge and highway ramps to and from Parr/Dandini will be closed for approximately five months. Drivers will also see periodic lane shifts and overnight lane reductions on 395 through the end of the year. These are the first critical parts of the widening of U.S. 395 in the North Valley.

There were no questions from Members. Governor Sisolak moved on to the next agenda item.

#### 5. Consideration of Annual Work Program Adjustments due to COVID-19 Revenue Impacts (For Possible Action)

Mr. Cole Mortensen, Deputy Director of Planning and Performance, gave Members a presentation regarding the annual work program adjustments due to COVID-19 revenue impacts.

Mr. Mortensen said this is the time for a tough conversation due to the state's declining revenues. There have been traffic declines that are going to equate to decreasing revenue. The Department finally received the March tax revenue values, and staff projected out what they anticipate that to be over the next two years.

For the remainder of FY 2020 they anticipate those reductions to equate to be about \$63M and for 2021 about \$80M. Over the next two years, they are going to have to make a shift of about \$143M in the projects that they anticipated delivering. They have already looked into agency operational reductions of \$5M in 2020 and \$10M in 2021 and have continued to look at reducing new commitments and leveraging federal funds. They are going to continue to award federally funded projects and those will continue.

There were some architectural projects that were already delayed or cancelled that equate to about \$23.5M. State funded projects not yet awarded were the ones that were considered for cancellation or delay. Staff has developed three options to reduce future spending in consideration of the highway fund revenue declines.



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Option 1: delays two construction projects in two counties, which equates to an additional \$44.3M, which is a total of \$72.8M. They would delay the following projects: the U.S. 50, U.S. 93 in White Pine County, downtown Ely reconstruction, which is a \$29.8M cost, and then an I-80 interchange project which is \$14.5M in Elko County.

Option 2: delays nine maintenance or preservation projects in seven counties, which would be a \$34.9M reduction, equating to \$63.4M this year. Option 2 would be to delay the following projects to continue to look at delaying the I-80 interchange project in Elko, and then a handful of other slurry seals, overlays, and betterment projects.

Option 3: will continue with the current plan projects with the understanding that there is already the \$28.5M in reduction and that they would be essentially having this conversation later when there is a better understanding of what those revenue declines will actually be. Option 3 would be to hold the course presently and to make the decision later when they have a better understanding of what the actual revenue declines are. Staff is currently recommending Option 1 to go ahead and delay the Ely project and the Elko County I-80 project for a grand total of \$72.8M.

Governor Sisolak had a comment about Option 3. He said he was concerned about Option 3 because they might be having this discussion again in six months or a year if the revenues do not come back. There's no telling how that will look in three, six, or twelve months.

Lieutenant Governor Marshall said she absolutely agreed with the Governor. They need to make cuts. Even though the figures are projected and based on March numbers, even though they have seen that the numbers are improving, they still have to make cuts. The Lieutenant Governor said she didn't believe they could do Option 3.

Lieutenant Governor Marshall had some questions. She asked if in Option 2, the projects below the Elko County project, were those more maintenance and not long-term, infrastructure jobs?

Mr. Mortensen replied those projects were the typical kind of maintenance and betterment type project. When they looked at this list and tried to develop projects that they would recommend for delay, they identified projects that weren't resolving a significant safety issue.



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Lieutenant Governor Marshall asked if once that project is completed, that community will be out of the flood plain and, thus, this is a safety project?

Mr. Mortensen said what's happened is that the majority of Ely was developed with the mining boom, and so, as Ely was developed, the development didn't properly address the drainage concerns. And the project, when it's completed, will help address those drainage concerns which would allow the City of Ely to apply to FEMA to have the flood plain designation lifted. This project handles only the lower end of the drainage system, and the overall impact won't be appreciated until the second phase of the project is complete, several years down the road.

The Lieutenant Governor had a question about jobs. Nevada has significant unemployment. Was it true that the Ely project would create, in terms of direct and indirect, about 200 jobs in this fiscal year and 200 jobs in the next fiscal year?

Mr. Mortensen said it's a grand total of about 352 job years that would be created by the project.

Lieutenant Governor Marshall asked if this project was shovel-ready?

Mr. Mortensen said that was correct.

Lieutenant Governor Marshall said given the long-term infrastructure, the safety issues, the number of job good solid union jobs, and the fact that it's shovel ready, she thought they should continue with the Ely project. She said it was her understanding, having talked with the Congressional delegation, that the Invest in America Act is looking at \$391B, that that money will be for transportation and a significant amount of that money will come to Nevada. She hopes that they will continue with the Ely project that creates solid jobs and gets to solve a safety issue of flooding.

The group discussed the importance of maintenance and the consequences of not doing maintenance.

Mr. Ascuaga said he was leaning with Lieutenant Governor Marshall. He said in his short tenure on the Board, he has been struck by the lengthy and careful process of major projects. Sometimes it can be 15 to 20 years from job identification to job completion. In the Ely project, everybody has lined up the substantial financial commitment from NDOT and substantial financial commitment from contracting partners and subs and the



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community of Ely. Mr. Ascuaga said he thought the Board should get behind the Ely project and push it through to completion. There's risk involved on either option, but he feels like this could be a great boost for the northern part of the state, too. Some variation of Option 2 would be his preference.

State Controller Catherine Byrne said she, too, was leaning with the Lieutenant Governor. It seems like that's kind of a waste if they drop it now.

Director Valentine asked why did staff recommend Option 1 over Option 2?

Director Swallow said, before she answered that question, she wanted to clarify a few things. First, they provided options that would cut the \$63M impact expected this year and, then, the FY 2021 annual work program would incorporate the additional \$80M or, if they see something less than anticipated, it will be less than that. The annual work program between changes they make this year and the program they bring next month will account for the entire \$143M in total cuts.

Second, whether Members vote for Option 1 or Option 2, those projects will go back into the mix for prioritization within the fiscal year 2021 program and based on their prioritization, may reappear or may get delayed further.

Staff made the recommendation for Option 1. The two options are essentially job neutral because of the \$143M from the program they have to cut. Option 1 is \$44.3M. Option 2 is \$34.9M. But if they don't cut the full amount this time, that just means more significant cuts in fiscal year 2021. They're essentially job neutral between the two.

Option 1 is impacting two counties and roughly eight miles of roadways versus Option 2 which is eight counties and over 115 miles of roadways, and some of our highest traffic roads with safety issues associated, it includes fencing to help prevent homeless access along I-15 and 95 in Las Vegas. It includes the critical betterments project that they want to make sure they don't defer because they'll cost more in the future. And that's why they recommended Option 1. It had less of a statewide impact than Option 2 does. Although overall the job numbers are equal, staff wanted to make sure to minimize the impact across the state as well as make sure that they could continue to invest in the long-term underlying maintenance that's required to keep those rural roads that are harder to do the larger projects on to keep them functioning for longer.



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Lieutenant Governor Marshall asked wouldn't Option 1 also affect Washoe since the jobs are coming from Washoe?

Director Swallow replied that all of the projects were probably going to draw workers from either Washoe or Clark County. She couldn't project or predict where employees are going to come from.

Governor Sisolak said it was important that they don't get territorial. It's ALL of Nevada that should be the focus of their efforts.

Governor Sisolak asked what type of maintenance work would be included in Option 1? If they don't do this maintenance, what's the potential downstream cost to some of this lack of maintenance performance? What kind of maintenance is this?

Director Swallow said they are primarily two-inch overlay projects. There are a couple of projects where it's a chip seal or a slurry seal. There's fencing along I-15 and 95 to help prevent folks from entering into the right of way in southern Nevada. And delaying these projects will lead to potentially significantly increased costs. If they don't do these, they will go back into the mix for Fiscal Year 2021 and, if they're a high enough priority, they'll likely appear in the 2021 program. They are doing the prioritizations and then they are going to work through the harmonization.

Lieutenant Governor Marshall asked wasn't it true that if they delayed the Ely project that will also increase its costs?

Director Swallow replied that yes, it might.

The Lieutenant Governor said it's easier to bring back if they get a little money. It's easier to bring back a \$1.8M project or a \$1.3M project than it is to come back and say okay, we're going to do a \$30M project. It's going to be easier to bring back the smaller projects with gains in the economy than it is to bring back a big chunk, especially a project that's shovel ready, right?

Governor Sisolak asked what's shovel ready? He was under the impression that all of these are shovel ready. Was that not true?





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Director Swallow said they are essentially all shovel ready. They haven't bid the nine projects on Option 2, yet, which is why they are able to consider cutting them, but they are all anticipated to be bid and awarded this fiscal year.

Mr. Ascuaga said his biggest concern was the investments that have already been made for the Ely project. It's probably \$9M to \$10M at this point. He has a hard time letting that go. The other projects aren't as vested so far.

Director Valentine said she was not seeing greater benefits in particular, Option 2 over Option 1, and at this point, she was inclined to support the staff recommendation for Option 1.

Governor Sisolak said he agreed with Director Valentine. The Board asked staff to come forward with information for them and good recommendations, and to ignore those recommendations moving forward might create a problem.

The Governor had a question about the Ely project. There was a plan to erect three "Welcome to Ely" signs. What was the cost of those signs?

Mr. Jae Pullen, the Project Manager for the Ely project, said the signs were \$100,000 each.

Governor Sisolak said that they were facing an incredible budget shortfall. He will be forced to cut funding for education. Everything is going to get cut in the special session that's coming. The Governor said he could not support \$300,000 worth of Welcome to Wherever signs right now with what they're dealing with. It's a totally inappropriate expenditure, especially at this time.

Lieutenant Governor Marshall said she agreed with the Governor about the signs. She said she was still in favor of Option 2. Although the staff recommended Option 1, they also put in Option 2 and she didn't think they'd put in something irresponsibly. And, with the Ely project, they could remove the welcome signs' line item from the bid.



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Governor Sisolak said he would be willing to take a motion. He said he would support staff's recommendation.

**Motion:** Approve Option 2 of Annual Work Program Adjustments due to COVID-19 Revenue Impacts with the understanding that superfluous items will be removed.

**By:** Lieutenant Governor Marshall

**Vote:** Passed 3 to 2

*(Note: Yea: Marshall, Ascuaga, and Byrne. Nay: Sisolak and Valentine)*

**6. Consideration for Approval of the Construction Contract 3824 with Q&D Construction LLC for Ely Downtown Reconstruction (For Possible Action)**

Mr. Jae Pullen, Project Manager, presented the details of Agenda Item 6.

Initially this was a 3R paving improvement project. The project scope expanded to include upgrading the roadway drainage as well as installation of fiber infrastructure in an effort to reduce construction risks and maximize available funding. The Department moved forward with a CMAR construction. In April of 2019, the Board approved preconstruction services with Q&D Construction, the contractor for the CMAR process as outlined in the Department's pioneer program. Mr. Pullen said he was presenting the negotiated guarantee maximum price for the Board's consideration.

There was a lot of the discussion earlier. The outfall drainage facility is a very important element to the project. It's a facility that lies outside of NDOT right of way. It can phase water from both city and NDOT roadways, as well as the nearby Robinson Mine. NDOT acquired an easement through White Pine County Museum at no cost to the Department. The city worked diligently with the county with a land swap deal with a private property owner that was key to the design alignment to this drainage system. The Nevada Northern Railroad is allowing the NDOT contractor to remove the existing railroad tracks for the alignment of the drainage. This will save the project a million dollars in temporary shoring costs.

This facility falls outside of the NDOT right of way, so it will be constructed within city right of way, and at its completion, the city will maintain that portion of the drainage system. The remaining scope of the project consists of a roadbed reconstruction on US 93 which is a section of East Aultman Street and Great Basin Boulevard.



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For the fiber infrastructure, staff coordinated with the Office of Science Innovations and Technology. The State Broadband Development Division has an interested telecommunications company that wants to participate in the fiber sharing, fiber training program, the hope is that this will expand high speed internet within this rural community.

The Department opened GMP bids February 27<sup>th</sup> of this year. The GMP was just under \$27M. Pending Board approval, construction is expected to begin this July and be completed by fall of 2021. Staff recommends that this GMP for Contract 3824 be awarded to Q&D Construction for the amount of \$26.9M.

Governor Sisolak asked what would be the contract amount excluding the welcome signs?

Mr. Pullen replied \$26,692,535.36. They will remove those three signs upon the direction of the Board.

Lieutenant Governor Marshall said that they really need to audit the cost of these projects closely, and she asked Director Swallow if she could possibly identify if there are other costs that might be better done under the auspices of tourism than under the auspices of road construction.

Director Swallow said they will do an evaluation of this project to identify if there's anything other than the three signs that are not directly related to the roadway fund and broadband aspects of the project.

There was no further discussion in Agenda Item 6.

**Motion:** Approve Construction Contract 3824 with Q&D Construction LLC for Downtown Ely Downtown Reconstruction (minus the expense of the welcome signs)

**By:** Mr. Ascuaga

**Vote:** Passed unanimously



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

Director Swallow said there were two contracts for the Board's consideration. She asked if there were any questions or comments, and there were none.

**Motion:** Approve Agenda Item 7 for the three contracts over \$300,000

**By:** Lieutenant Governor Marshall

**Vote:** Passed unanimously

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

Director Swallow said this was an information item only, and she would be happy to answer any questions. There were none.

9. Consideration of Resolution of Requesting the State Board of Finance to Issue Highway Revenue Bonds (For Possible Action)

Ms. Felicia Denney, Assistant Director of Administration, presented details about Agenda Item No. 9.

NDOT is asking the Board to sign a resolution to request approval from the Board of Finance to sell two bonds in September of 2020. The first is a \$100M Motor Vehicle Fuel Tax Bond, and the second is a \$60M Fuel Revenue Indexing, FRI II Bond. This bond sale will help NDOT fund the I-15 Tropicana Bridge project and the U.S. 95 Centennial Bowl Phase 3D project and will also support cash flow for the Spaghetti Bowl Xpress Project.

The budget authority for the sale of these bonds is already included in the approved 2021 budget and the issuance of these bonds would not impact the state's debt capacity for the general obligation bonds. Bonding is very useful as it allows staff to take a thoughtful approach to delivering these large capacity projects sooner. Some of the benefits associated with bonding include the elimination of additional costs that are associated with phasing these large projects into multiple smaller projects and it also provides savings associated with economies of scale. When the Department is able to advance these projects quickly, the public is able to enjoy the benefits such as safety improvements, lessening of congestion, and improved connectivity earlier than could be realized earlier.



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Bonding will also help to lessen the impact of construction inflation as bonding happens when interest rates are low. Another important benefit is that bonding will smooth out the cash flow by providing predictable payments over the course of the bond. Additionally, the Tropicana and Centennial Bowl Projects have approximately \$219M in Federal funds planned, and this bonding will allow the Department that last piece needed to get these projects out the door.

The \$100M Motor Vehicle Fuel Tax Bond sale is planned to have a 20-year term and the interest cost is estimated at 3.3 percent. The anticipated payment is approximately \$6.6M per year and projected revenues are above three times the maximum annual debt service payment. And even though at the time the bond sale we'll be further along in the Nevada United Roadmap to Recovery, this revenue projection is very conservative. Staff is being very careful to not project too high so that they don't have any problem with our bond payments. These projections are lower than fuel suppliers are currently projecting to the DMV and it's also lower than our traffic counts are indicating. Additionally, NDOT did not bond last year, which improves their ability to cover this year's bond payments and on into the future as well.

The \$60M Fuel Revenue Indexing bond sale revenue can only be spent on projects in Clark County. The Department is able to use regular motor vehicle fuel taxes needed to cover payment, although they don't anticipate needing to do so. These bonds also have a 20-year term. The projected interest rate is 3.42 percent and that includes a half of a percent cushion to cover potential changes in the market to be careful, and the anticipated payment is approximately \$4M a year and above two times the maximum annual debt service.

Here is the proposed schedule: Today the Department is requesting the Board's approval of the bond resolution which is required per NRS 408.273. Tomorrow is the Board of Finance. August 11<sup>th</sup> would be when staff presents to the rating agencies along with the Treasurer's Office and their bond counsel. They can expect to receive ratings around August 21<sup>st</sup> to have the competitive sale on September 9<sup>th</sup> and to receive the funds on September 30<sup>th</sup>.

Governor Sisolak asked when were these coverage ratios tabulated?

Ms. Denney replied the coverage ratios were put together by bond counsel on May 22<sup>nd</sup>.



## Nevada Department of Transportation

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9:30 A.M.

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The Governor said he was very concerned about getting out in front and selling bonds that are going to be close to their coverage ratio. This is not quite as conservative of an approach as maybe he would like to take on this. He is worried that these ratios won't hold up this coverage. What do they do if it doesn't hold up?

Ms. Denney replied the Department has the ability to sell it two times coverage and they are looking at three and a high two. They are holding things flat and not even really taking into account the impact of the producer price index increases that apply to this source of revenue. And for the Fuel Revenue Indexing Bonds, they are also having the capability to use regular motor vehicle fuel taxes. Staff shares the Governor's concern, but they think that they are being fairly conservative.

Governor Sisolak said he would address these same concerns tomorrow when this gets to the Board of Finance. He said he was very uneasy about what he feels is not a conservative enough approach being taken.

Director Valentine said there's so much unknown right now and nobody knows what recovery is going to look like. She said she appreciated that the Governor was asking questions about the debt.

Ms. Denney said that as they approach the sale, the Treasurer's Office is very knowledgeable and they also have bond counsel, and if they feel it is detrimental, staff will listen and consider. And they still have the option to wait and hold off.

Lieutenant Governor Marshall asked if it would be useful for the Board to support this and, then, at the Board of Finance the Governor can have bond counsel and the Treasurer walk through some of the financials? The Governor could even have his budget director there. And then they could decide if they wanted to go forward or not.

Governor Sisolak said he is willing to do that. However, if staff is recommending moving forward, that recommendation should not be taken lightly. The Governor said he would follow staff's recommendation today.

Director Swallow said staff appreciated the Governor's thoughtful consideration and concern. They are also very closely monitoring the impacts to revenue and will correct if they need to when it gets closer to the sale. At this point, all indicators are that the economy, at least when it comes to Department revenue, is coming back faster than anticipated. They are hopeful that that trend will continue.



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Lieutenant Governor Marshall said she would be willing to approve, knowing that the Governor will have an opportunity to really review and analyze with bond counsel and with the treasurer at the Board of Finance meeting.

**Motion:** Approve Agenda Item 9  
**By:** Lieutenant Governor Marshall  
**Vote:** Passed unanimously

10. Consideration of Resolution of Relinquishment (For Possible Action) Disposal of a portion of NDOT right-of-way, the south half of SR-589 (Sahara Ave) from SR-595 (Rainbow Blvd) to east of Decatur Blvd., Clark County (RT16-01A1)

Director Swallow said she would be happy to answer any questions about Agenda Item 10. There were no questions.

**Motion:** Approve Agenda Item 10  
**By:** Lieutenant Governor Marshall  
**Vote:** Passed unanimously

11. Consideration of Resolution of Relinquishment (For Possible Action) Disposal of a portion of NDOT right-of-way, a portion of SR-589 (Sahara Ave) from Sammy Davis Junior Drive to SR-582 (Boulder Highway), Clark County (RT16-01A2)

Director Swallow said she would be happy to answer any questions about Agenda Item 11. There were no questions.

**Motion:** Approve Agenda Item 11  
**By:** Member Valentine  
**Vote:** Passed unanimously



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- 
12. Consideration of Resolution of Relinquishment (For Possible Action) Disposal of a portion of NDOT right-of-way, a portion of SR-159 (Charleston Blvd)) from CC-215 to Hualapai Way, Clark County (RT16-01A3)

Director Swallow said she would be happy to answer any questions about Agenda Item 12. There were no questions.

Motion: Approve Agenda Item 12  
By: Member Valentine  
Vote: Passed unanimously

13. Consideration of Resolution of Relinquishment (For Possible Action) Disposal of a portion of NDOT right-of-way, a portion of SR-594 (Russell Road)) from Polaris Avenue to Las Vegas Blvd, Clark County (RT16-01A6)

Director Swallow said she would be happy to answer any questions about Agenda Item 13. There were no questions

Motion: Approve Agenda Item 13  
By: Controller Byrne  
Vote: Passed unanimously

14. Consideration of Resolution of Relinquishment (For Possible Action) Disposal of a portion of NDOT right-of-way, a portion of SR-593 (Tropicana Avenue) from Las Vegas Blvd. to the easterly right-of-way line of Maryland Parkway, Clark County (RT16-01A7)

Director Swallow said she would be happy to answer any questions about Agenda Item 14. There were no questions.

Motion: Approve Agenda Item 14  
By: Member Valentine  
Vote: Passed unanimously





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**15. Consideration of Approval of the Nevada Department of Transportation's Formal Procedure and Guidance Document for the Statewide Transportation Improvement Program (STIP) (For Possible Action)**

Director Swallow reminded Members that she presented this to the Board last month as they opened public comments. It is now back for Board approval. The Department has received no public comments. They did receive one question that will not change the content of the document.

There were no questions from the Board.

**Motion: Approve Agenda Item 15**  
**By: Controller Byrne**  
**Vote: Passed unanimously**

**16. Public Comment #2**

Director Swallow said the Department received one letter in support of 24-hour HOV system in Las Vegas.

**17. Executive Session**

There was no Executive Session.

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

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

**Motion: Adjourn the June 8, 2020 Nevada Department of Transportation Board of Directors Meeting**  
**By: Lieutenant Governor Marshall**  
**Vote: Passed unanimously**

# Public Comment

# PUBLIC COMMENT

*Received via On-Line Public Comment Form*

Nevada Department of Transportation  
Board of Directors Meeting  
June 8, 2020

ID: 10  
Start time: 6/5/2020 06:45:47 AM  
Completion time: 6/5/2020 15:06:29 AM

Name: Email: anonymous

Name: Aleta Dupree

Representing: Self

Agenda Item: 16

Position: Support

Total # of Words: 235

Comment  
Good morning Governor Steve Sisolak and Board Members.  
Aleta Dupree here for the record.  
I reiterate to you that I am simply an ordinary user of NDOT facilities, basically by riding in automobiles and buses. I also acknowledge that the vast majority of consumer goods travel to their end users at last part of the way on trucks. I only represent myself, though surely some would agree with my sentiments.  
As we reopen our great State that is Nevada, I again emphasize to you the importance of the HOV lane system in Las Vegas. I am looking forward to more entry and exit points added to the system, to facilitate ease of use, as trips are indeed of diverse lengths.  
People are returning to the highways in their cars, and surely in RTC buses as well. We have our electronic messaging system in place to dispense real time helpful information, especially with changing and highly variable travel patterns as we move forward.  
HOV lanes are indeed safer and equitable systems. Safety and equity are 24 hour concerns, indeed supporting the 24 hour status of this system. I never know when I might find myself on the highway in Las Vegas. It is essential that safety and occupancy rules be enforced, continuing to work with our partners at NHP.  
I ask your continued support of the 24 hour HOV lane system in Las Vegas.  
Thank you.

# PUBLIC COMMENT

*Received via On-Line Public Comment Form*

Nevada Department of Transportation  
Board of Directors Meeting  
June 8, 2020

ID: 11  
Start time: 6/5/2020 14:48:03 PM  
Completion time: 6/5/2020 15:06:29 PM

Name: Email: anonymous

Name: Tracy Loveland

Representing: Self

Agenda Item: 6

Position: Support

Total # of Words: 212

Comment K&K Construction Supply Inc. has spent hours preparing a bid for the NDOT 3824 Ely Downtown Project. We are a Small Business and a Certified DBE, whenever we bid a project with DBE requirements, we use resources that could have been dedicated to projects that are currently taking place. It effects our business tremendously when our time is spent to bid a specific project, then it is abruptly pulled from the table. Bids are submitted with the assumption we will make up our time and costs once the project is awarded. Consequently, postponing this project indefinitely effects our bottom line as now we cannot count on this project being fruitful and recouping our costs. In addition, time spent on this job could have been dedicated to other bids and projects that are moving forward.

I am not a resident of Ely, but I am from Nevada and I know that Ely is a smaller community with potential to grow, and this project was a direct attempt to beautify and help the community. With all due respect, we hope that you change your mind and move forward with this project for the community and all the businesses that will be negatively impacted by the decision to postpone this project indefinitely.

Sincerely,  
Tracy Loveland

# PUBLIC COMMENT

*Received via On-Line Public Comment Form*

Nevada Department of Transportation  
Board of Directors Meeting  
June 8, 2020

ID: 12  
Start time: 6/5/2020 16:00:17 PM  
Completion time: 6/5/2020 16:07:45 PM

Name: Email: anonymous

Name: Garrett Valenzuela

Representing:

Agenda Item: 6

Position: Support

Total # of Words: 85

Comment Please seriously consider approving the contract for the Ely Downtown project. The project is imperative to the economic vitality of Ely . It is also necessary to upgrade an infrastructure system that is more than fifty years old. Our storm drain, sewer, and water systems need to be upgraded and reconstructed to meet current standards and continue providing clean and reliable water to the community for the coming decades.

Please vote against option 1 on agenda item five and for award on item 6.

Thanks,

# PUBLIC COMMENT

*Received via On-Line Public Comment Form*

Nevada Department of Transportation  
Board of Directors Meeting  
June 8, 2020

ID: 13

Start time: 6/5/2020 16:10:44 PM

Completion time: 6/5/2020 16:16:20 PM

Name: Email: anonymous

Name: Rob Bagley

Representing:

Agenda Item: 6

Position: Support

Total # of Words: 67

Comment Please vote to approve the project slated for downtown Ely. The money was already allocated and too often the rural areas are overlooked when it comes to improving their infrastructure. We realize that COVID-19 has interrupted the flow of funds into the State. However, this project is important to the citizens of this part of the state and it is unfair to them to not approve it.

# PUBLIC COMMENT

*Received via On-Line Public Comment Form*

Nevada Department of Transportation  
Board of Directors Meeting  
June 8, 2020

ID: 14

Start time: 6/5/2020 14:53:10 PM

Completion time: 6/5/2020 16:17:38 PM

Name: Email: anonymous

Name: Scott Fullerton

Representing: Operating Engineers Local Union #3

Agenda Item: 6

Position: Support

Total # of Words: 12

Comment The Operating Engineers Local #3 is in full support of this project.

# PUBLIC COMMENT

*Received via On-Line Public Comment Form*

Nevada Department of Transportation  
Board of Directors Meeting  
June 8, 2020

ID: 15

Start time: 6/5/2020 16:13:34 PM

Completion time: 6/5/2020 16:18:12 PM

Name: Email: anonymous

Name: Marc Leone

Representing: Self

Agenda Item: 6

Position: Support

Total # of Words: 30

Comment This project would be a boost to the economy of Ely. The area is in dire need of upgrades to utilities and safety and this project would accomplish both things.



# PUBLIC COMMENT

*Received via On-Line Public Comment Form*

Nevada Department of Transportation  
Board of Directors Meeting  
June 8, 2020

ID: 16  
Start time: 6/5/2020 16:05:56 PM  
Completion time: 6/5/2020 16:18:13 PM

Name: Email: anonymous

Name: Craig Madole

Representing: Nevada Chapter AGC

Agenda Item: 5

Position: In opposition

Total # of Words: 138

Comment The Nevada Chapter AGC is respectfully requesting that the NDOT Board adopt Option 2 or Option 3 to adjust for the potential revenue reductions. The adoption of either of these options will ensure that the Ely Mainstreet Improvement Project can proceed as recommended in agenda item 6. This project is critical to Ely's flooding, sewer, and roadway infrastructures. The safety enhancements address flooding concerns in downtown Ely and sewer main improvements are imperative to ensuring a high quality of life in this rural area. Additionally, this project will allow for the installation of high-speed internet, which is fundamental for economic growth and prosperity. If there is a second wave of COVID-19 and students are once again force into distance learning, this will afford those students the same chance at academic success as those in more urban areas enjoy.

# PUBLIC COMMENT

*Received via On-Line Public Comment Form*

Nevada Department of Transportation  
Board of Directors Meeting  
June 8, 2020

ID: 17  
Start time: 6/5/2020 16:13:48 PM  
Completion time: 6/5/2020 16:21:45 PM

Name: Email: anonymous

Name: D Patrick

Representing: Self

Agenda Item: 6

Position: Support

Total # of Words: 54

Comment Item 6 on the Boards agenda should be approved. We cannot allow the effects of Covid to continue to hurt Nevada's economy now or in the future. We must keep our essential and non-essential workers working or we will see an increased number of unemployment claims and a greater budget deficit for the state.

# PUBLIC COMMENT

*Received via On-Line Public Comment Form*

Nevada Department of Transportation  
Board of Directors Meeting  
June 8, 2020

ID: 18  
Start time: 6/5/2020 16:18:43 PM  
Completion time: 6/5/2020 16:36:28 PM

Name: Email: anonymous

Name: Scott Fullerton

Representing: Operating Engineers Local Union #3

Agenda Item: 5

Position: In opposition

Total # of Words: 244

Comment Dear Governor and Board of Directors,

The Operating Engineers is opposed to the elimination of the projects as proposed by the Nevada Department of Transportation. The projects listed in Option 1 are large projects that would create a multitude of construction jobs, approximately 100 +. The Ely project is a reconstruction project that will resolve long standing issues for a long period of time. Its long term value would give NDOT a better return on investment than the projects it had listed in Option 2, most of which are slurry seals and chip seals. Option 1 has projects that would offer benefits of 15+ years (Elko) to 25+ years (Ely) with large positive impacts in the local communities. The Projects in Option 2 offer necessary short term solutions and should be considered to keep in place, but if it is at the expense of Option 1, then Option 1 should prevail. We would suggest that the Board should consider Option 3. Get the Ely and Elko projects going, delay or hold on the items in Option 2, excluding Elko, and wait to see if the federal funding arrives and make the necessary changes then. Whatever the Board chooses, a delay of the Ely project should not be one of them. The value and impact of this project has greater long term financial benefits for both the community and as far as dollar purchasing power than all the other jobs combined.

Respectfully submitted,

Scott Fullerton

# PUBLIC COMMENT

Received via On-Line Public Comment Form

Nevada Department of Transportation  
Board of Directors Meeting  
June 8, 2020

ID: 19  
Start time: 6/5/2020 16:46:25 PM  
Completion time: 6/5/2020 16:47:39 PM

Name: Email: anonymous

Name: Hattie Igartua

Representing:

Agenda Item: 6

Position: Support

Total # of Words: 289

Comment My name is Hattie Igartua, owner of Classic Transport, LLC. We won the trucking portion of NDOT# 3824, through Q & D Construction. I was thrilled when I found out that Q & D had won the final bid and equally excited when I found out they had chosen us for the trucking portion of the bid. After winning the bid, we halted all other projects we would bid on. We were not trying to spread us too thin and we wanted to make sure that we could dedicate 110% to this project and to the City of Ely. For the next month, we spent every weekend headed up to Ely. Getting familiar with the town, scoping the site, planning our plan of action. We received such warm greetings from local townspeople and seeing key sites (i.e Cave Bear, Railroad Museum, Hotel Nevada).

As a small, woman, disadvantaged business owner. I please hope that you can see that reviving NDOT # 3824 would be in the best interest of many companies as we start to recover after the pandemic that is crippling a nation. Jobs would be offered locally to residents. Hotels, restaurants, stores, etc would receive much-needed revenue as we re-stimulate the economy. My business was personally affected by the project halt as well as the pandemic that currently had seen the shutdown of our great state. Loss revenue as well as time that was spent on the project startup.

Ely is a little jewel in the desert. I had spent so many memorable summers there when I was a kid. I'm a born and raised native to Nevada. I would be thrilled to see NDOT # 3824 back on the table.

Hattie Igartua  
Owner  
Classic Transport, LLC.



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

MEMORANDUM

July 1, 2020

TO: Department of Transportation Board of Directors  
FROM: Kristina Swallow, P.E., Director  
SUBJECT: July 13, 2020 | Transportation Board of Directors Meeting  
ITEM #5: Consideration of 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; and/or
- All agreements (and amendments) for non-construction matters, such as consultants, service providers, etc. that obligate total funds of over \$300,000, during the period from May 8, 2020 through June 11, 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 May 8, 2020 through June 11, 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

MEMORANDUM  
Department of Transportation Board of Directors  
July 1, 2020  
Page 2 of 2

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, May 8, 2020 through June 11, 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  
 May 8, 2020 through June 11, 2020

Attachment A

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total Amount of prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Division Head	Notes
1	22120	00	INYO NETWORKS, INC.	TELECOMMUNICATIONS INFRASTRUCTURE JOINT CONSTRUCTION	N	\$1,839,124.70	-	-	\$1,839,124.70	-	07/13/2020	07/31/2040	-	Facility	Traffic Operations	Darin	Denise	07-13-20: UNDER THE TELECOMMUNICATIONS INFRASTRUCTURE SHARING PROGRAM (PER NRS 408.55022), COSTS ASSOCIATED WITH THE INSTALLATION OF FIBER-OPTIC CABLE, CONDUIT, AND VAULTS ARE DIVIDED. THIS WORK IS LOCATED ALONG USA PARKWAY, BEGINNING AT THE SWITCH CAMPUS AND PROCEEDING NORTH TO I-80 AND THEN WEST FOR TWO MILES ALONG THE NORTH SIDE OF I-80. THIS JOINT BUILD WILL PROVIDE CONDUIT AND INFRASTRUCTURE FOR FIBER OPTIC SYSTEMS WHICH WILL CONNECT AND EXTEND THE DEPARTMENT'S EXISTING INFRASTRUCTURE, ALLOWING TELECOMMUNICATIONS SERVICES FOR THE VARIOUS STATE USERS, THE NEVADA SHARED RADIO SYSTEM AND INTELLIGENT TRANSPORTATION SYSTEMS ALONG PORTIONS OF I-80 AND USA PARKWAY, STOREY COUNTY. NV B/L#: NVF20111159342
2	23420 23520 23620	00	KNIT BLAKELY JOHNSON AND GHUSN INC. ROBERT A. FIELDEN, INC., DBA RAFI ARCHITECTURE AND DESIGN	ON-CALL ARCHITECTURAL AND PROFESSIONAL DESIGN SERVICES	N	\$1,790,000.00	-	-	\$1,790,000.00	-	07/13/2020	07/31/2022	-	Service Provider	Architecture	Darin	Anita	07-13-20: ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR ALL NDOT FACILITIES STATEWIDE. THESE SERVICES INCLUDE REMODELS, ADDITIONS OR REPLACEMENT AND REPAIR OF BUILDINGS OR BUILDING SYSTEMS, WRITTEN PEER REVIEW, ENERGY STUDIES, AND ADA IMPROVEMENTS. PROJECT COORDINATION WILL INCLUDE PREPARATION OF FORMS, ASCERTAINING ALL UTILITY COMPANY CONNECTION AND INTERACTING WITH INVOLVED ENTITIES. PROJECT REQUIREMENTS WILL BE PHASED INTO SCHEMATIC DESIGN AND PREFINAL DESIGN SERVICES, STATEWIDE. NV B/L#: NVD19851015692, NVD19921042277, NVD19851013595-R PROPOSERS: KNIT, BLAKELY JOHNSON AND GHUSN INC., ROBERT A. FIELDEN, INC., DBA RAFI ARCHITECTURE AND DESIGN, BRAZEN ARCHITECTURE, BUNNYFISH STUDIO, COLLABORATIVE DESIGN STUDIO, DUBE GROUP ARCHITECTURE, FORM GREY STUDIO, GEORGE M. ROGERS ARCHITECTURE, KME ARCHITECTS, PGAL, LLC, RICHARD WETZEL ARCHITECTS, SCA DESIGN, LLC, SIKORA ARCHITECTURE
3	30320	00	AVIAT NETWORKS	MICROWAVE RADIO UPGRADES	N	\$480,000.00	-	-	\$480,000.00	-	07/13/2020	06/30/2021	-	Service Provider	Traffic Operations	Darin	Denise	07-13-20: STATE PURCHASING APPROVED NDOT TO UTILIZE A SOLICITATION THAT WAS PROCURED BY THE DEPARTMENT OF ADMINISTRATION ENTERPRISE IT SERVICES (EITS) UNDER RFP 3234 TO CAPITALIZE ON PRICING MADE AVAILABLE THROUGH A SIGNIFICANTLY LARGER SCALE PROJECT AND COMPLETE THE FOLLOWING SERVICES: UPGRADE EIGHT (8) EXISTING UNLICENSED MICROWAVE RADIO LINKS TO LICENSED, CARRIER-GRADE LINKS WITH ADDITIONAL BANDWIDTH AND SERVICE ASSURANCE CAPABILITIES. THESE CIRCUITS CARRY MISSION CRITICAL COMMUNICATIONS FOR PUBLIC SAFETY PURPOSES AND THIS PROJECT WILL GREATLY ENHANCE PROJECT SITES LOCATED IN HUMBOLDT AND ELKO COUNTIES THROUGH INCREASED CAPACITY AND REDUCED DEGRADATION DUE TO INTERFERENCE. NV B/L#: NVF20071365437
4	30420 30520 30620	00	CONSTRUCTION MATERIALS ENGINEERS, INC., DBA CME, INC. CONSTRUCTION TESTING SERVICES, INC. GEOTECHNICAL AND ENVIRONMENTAL SERVICES, INC.	ON-CALL MATERIALS TESTING AND CONSTRUCTION INSPECTION	N	\$900,000.00	-	-	\$900,000.00	-	07/13/2020	07/31/2022	-	Service Provider	Architecture	Darin	Anita	07-13-20: ON-CALL MATERIALS TESTING, SPECIAL INSPECTIONS, MATERIALS TESTING, AND FIELD ENGINEERING SERVICES FOR CONSTRUCTION PROJECTS. THIS INCLUDES DAILY INSPECTION REPORTS FOR EACH PROJECT SITE, SOILS AND AGGREGATE TESTING, PORTLAND CEMENT CONCRETE TESTING, ASPHALT TESTING, AND EMULSION TESTING. CONSTRUCTION ENGINEERING SUPPORT INCLUDES THE FOLLOWING: CIVIL DESIGN; STRUCTURAL DESIGN; GEOTECHNICAL EVALUATION OR DESIGN; COST ESTIMATING; RESEARCH; RELATED CONSTRUCTION SUPPORT SERVICES AND CONSTRUCTION SURVEY SUPPORT. REQUIRED PERSONNEL ARE A PRINCIPLE ENGINEER, ENGINEER OF RECORD, LABORATORY MANAGER AND A DESIGN ENGINEER, STATEWIDE. NV B/L#: NVF20121018224, NVD20061713636, NVD19921050120-R PROPOSERS: CONSTRUCTION MATERIALS ENGINEERS, INC., DBA CME, INC., CONSTRUCTION TESTING SERVICES, INC., GEOTECHNICAL AND ENVIRONMENTAL SERVICES, INC. GEOTEK, INC., LUMOS AND ASSOCIATES, INC., NEWFIELDS, NINYO AND MOORE, NOVA GEOTECHNICAL AND INSPECTION SERVICES, INC., SUMMIT ENGINEERING CORPORATION



# Line Item 1

221-20-016

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

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

If Amendment, name of Company:

Project ID #(s): N/A

Type of Services: Facility Joint Build

DS  
TJ

Originated by: Jim Whalen

Division: Traffic Ops

Date Originated: 05/14/2020

DS  
DI

Division Head/District Engineer: Denise Inda

Budget Category #: 466006

Object #: 813U

Organization #: C016

Type of Funding: State

% of Fund: 100

State Fiscal Year(s): 21

Amendment Estimated Cost:

Total Agreement Estimated Cost: \$1,839,124.70

Funding Notes: N/A

**Financial Management:**

DocuSigned by:

Donna Spelts  
8A78D93AD71F444...  
Signature

05/20/2020  
Date

x Requires Transportation Board Approval

**Does not** require Transportation Board Approval

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

**Project Accounting:**

DocuSigned by:

Kathleen Meke  
9E9E10973C1B46E...  
Signature

05/20/2020  
Date

**Director:**

DocuSigned by:

Kristina L. Swallow  
C4B612EC2C1E4EB...  
Signature

05/21/2020  
Date

221-20-016

**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:**

Under our Telecommunications Infrastructure Sharing program (per NRS 408.55022), costs of trenching and trench sharing shall be proportionate and shared fairly among parties to an agreement for such purposes. NDOT and Inyo Networks agree to divide the costs associated with the installation of fiber-optic cable, conduit, and vaults along SR-439, beginning at the SWITCH campus and proceeding north to I-80 and then west for two miles along the north side of I-80. This joint build will provide conduit and infrastructure for fiber optic systems which will connect and extend NDOT's existing infrastructure. The installation will allow NDOT to provide telecommunications services for the various State users, the Nevada Shared Radio System, and Intelligent Transportation Systems along portions of I-80 and SR-439.

**Scope of Services:**

Inyo Networks will incur the installation cost of Three Million Seventy-Three Thousand Three Hundred and 70/100 Dollars (\$3,073,300.70). NDOT will reimburse a portion of the installation cost and shall remit to Inyo Networks the amount of One Million Eight Hundred Thirty-Nine Thousand One Hundred Twenty-Four and 70/100 Dollars (\$1,839,124.70). Inyo Networks will install one (1) 144 strand fiber-optic cable, one (1) 432 strand fiber-optic cable, four (4) two inch conduits, six (6) four inch hybrid 6-way conduits, one (1) three inch conduit, two (2) six inch conduits, and fifty-eight (58) vaults. Of that installation, one (1) 144 strand fiber-optic cable, three (3) two inch conduits, five (5) four inch hybrid 6-way conduits, one (1) three inch conduit, one (1) six inch conduit and twenty-nine (29) Vaults will be allocated to NDOT. The installation will occur along SR 439, beginning at the SWITCH campus and proceeding north to I-80 and then west for two miles along the north side of I-80.



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

## MEMORANDUM

June 16, 2020

**TO:** Darin Tedford, Assistant Director

**FROM:** Jim Whalen, Technology Manager

**SUBJECT:** Negotiation Summary for Agreement 221-20-016 Joint Telecommunications Infrastructure Build on SR-439 (USA Parkway) and I80 with INYO Networks, Inc.

Negotiation meetings were held on several occasions between October 2019 and April of 2020 with Traffic Operations staff representing NDOT, and Oscar Mejia and Nick Keeler representing INYO Networks, Inc.

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

NDOT has partnered with INYO Networks to fulfill a mutual need for telecommunications infrastructure along portions of SR-439 and I80. Under SB-53 (2017) and NRS408.55022, costs of trenching and trench sharing are to be proportionate and shared fairly among beneficial parties by agreement. NDOT and INYO have agreed to divide the costs and expenses for the installation of conduit, vaults and fiber optic cabling through a joint build construction project. Infrastructure installed in this project will tie into existing facilities and will allow NDOT to install additional fiber optic communication and ITS devices along SR-439.

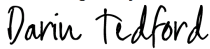
Sub-consultants are to be utilized on this Project for infrastructure installation and testing.

The negotiations yielded the following:

Installation of telecommunications infrastructure for NDOT will occur along N. side of I80 from station "USA" 27+38 east to station "USA" 100+60, proceeding south under highway to S. side of I80 station "USA" 100+60. Project will then proceed east on FRWA 15 from station "USA" 51+79 to station "USA" 93.00 crossing Truckee River. From this point project continues south along west side of SR-439 (USA Parkway) from station "USA" 1013+00 to station "USA" 832+30. Final portion of project then proceeds from "USA" 811+00 on W. side of SR-439 crossing to E. side of SR-439 (USA Parkway) at station "USA" 811+00 and proceeds south to station "USA" 800+00 where it meets NDOT's existing Infrastructure. INYO has agreed to install a total of twenty-three (23) conduits and sixty-two (62) vaults for telecommunications and electrical purposes and a 144-strand fiber optic trunk cable including any splicing and testing required between the limits of the project which encompasses approximately 5.5 miles. From this installation, ownership of fourteen (14) conduits and thirty-four (34) vaults and the 144-strand optical trunk cable will be transferred to NDOT. For reference and detailed drawings, all work is to be performed per plans and documented under NDOT Permitting process. INYO will incur the installation cost of Three Million Seventy-Three Thousand Three Hundred and 70/100 Dollars (\$3,073,300.70). NDOT will reimburse a portion of the installation cost and shall remit to INYO the amount of One Million Eight Hundred Thirty-Nine Thousand One Hundred Twenty-Four and 70/100 Dollars (\$1,839,124.70)

in exchange for the permanent infrastructure. No further negotiations were necessary as only actual incurred costs for construction were included.

Reviewed and Approved:

DocuSigned by:  
  
Assistant Director 06/18/2020



May 22, 2020

via Email

Marc Hvegholm - Technology Group  
State of Nevada Department of Transportation

**EXHIBIT A**

**PROPOSAL FOR LATERAL TO NDOT WEATHER STATION**

Dear Marc:

Per our recent discussions regarding the lateral to the NDOT Weather Station located approximately 2 miles west of FRWA 16/I-80 Overpass, we are pleased to offer this proposal to partner with NDOT and build this portion of the project.

**SCOPE OF WORK:**

- Bore & Install 7,567' of 2-2" HDPE from tie point at Inyo Networks Vault FV#24.1 to the NDOT Weather Station.
- Excavate & install one (1) ITS #9 Concrete Pull Box (52"x35"x24" Steel Cover) with Ground Rod at existing RWIS site located at Lat: 39.568587°, Long: -119.525919°.
- Excavate & install three (3) #7M Concrete Pull Box (35"x22"x24" Steel Cover) with Ground Rod.
- Inyo to install two (2) of the standard 3 in, 3 cell MaxCell Textile Innerduct in new 2" HDPE.
- Inyo proposes to place 8,267 LF of 144/SMF cable from proposed cable from tie point to NDOT Weather Station.
  - Footage includes applicable slack loops at each vault location per NDOT specifications.
    - 100 LF of slack will be placed in every #7M Vault
    - 200 LF of slack will be placed in every ITS #9 Vault
- Inyo will perform proper splicing and testing of the fiber once installed in accordance with Telecommunications Industry Association (TIA) TIA-526-7. Please refer to Inyo Networks' Testing procedures for further clarification.

**Budget:** This project is budgeted with a total estimated cost of \$188,438.47

**Timing:** We anticipate the completion of this work within 10 days of receipt of the required authorizations and permits.

This project will require an initial payment of 30% of the total budget to cover the material costs. Receipt of the initial payment and signed agreement will serve as our authorization to proceed.

Inyo Networks, Inc. appreciates the opportunity to provide you a proposal for this joint project. Should any of the mentioned above need further clarification please do not hesitate to contact me.

Sincerely,

INYO NETWORKS, INC.

Nick Keeler  
President  
Mobile: 808-478-2898  
E-mail: nkeeler@inyonetworks.com

10621 Church Street, Suite 100

Rancho Cucamonga, CA 91730

Phone: 909-457-8408



May 22, 2020

via Email

Marc Hvegholm  
Technology Group  
State of Nevada Department of Transportation

## EXHIBIT A

### PROPOSAL FOR USA PARKWAY BUILD

Dear Marc:

Per our recent discussions and meetings regarding the joint build from FRWA 16 to USA Parkway (SR 439), we are pleased to offer this proposal to partner with NDOT and build this portion of our project.

#### SCOPE OF WORK:

- Joint Trench for installation of Conduit / Fiber from proposed NDOT future Fiber Hut site on S/S of I-80 to new #7M Vault placed on N/S of FRWA 16 Bridge (All New Structure):
  - Trench 3,830 LF:
    - Inyo to install three (3) 4" Dura-Line Future-Path Hybrid 6-Way HDPE (Total Conduit Footage = 11,490 LF)
  - Vault Placement:
    - Inyo to install two (2) ITS #9 Concrete Pull Box (52"x35"x24" Steel Cover) with Ground Rod at proposed NDOT Future Hut Site
    - Inyo to install three (3) #7M Concrete Pull Box (35"x22"x24" Steel Cover) with Ground Rod. Boxes will be placed in pairs adjacent to each other spaced every 1,500' south of Future Hut Site.
- Proposed Conduit / Fiber installation - FRWA 16 bridge crossing at Truckee River:
  - Bridge Crossing 250 LF:
    - Inyo to install one (1) 4" Dura-Line Future-Path Hybrid 6-Way HDPE in existing 6" conduit attached to bridge.
    - Inyo to trench and install 6" HDPE from N/S of FRWA 16 Bridge crossing to new #7M Vault
    - Inyo to trench and install 6" HDPE from S/S of FRWA 16 Bridge crossing to two (2) new #7M Vaults to be placed on S/S of FRWA 16 Bridge crossing.
- Joint Trench for installation of Conduit / Fiber from S/S FRWA 16 Bridge Crossing to the existing ITS Vault S/O railroad crossing:
  - Bore 729 LF:
    - Inyo to bore and install one (1) 6" SDR 9 HDPE conduit from new #7M Vault located S/O FRWA 16 Bridge crossing to new #7M Vault located W/S/O SR 439 (USA PKWY) approx. 140' S/O Railroad crossing.
    - Inyo to bore and install one (1) 2" SDR 9 HDPE conduit from new #7M Vault located S/O FRWA 16 Bridge crossing to new NDOT #7M Vault located W/S/O SR 439 (USA PKWY) approx. 140' S/O Railroad crossing.





- Vault Placement:
  - Inyo to install two (2) #7M Vaults:
    - (2) #7M Concrete Pull Boxes (52"x35"x24" Steel Cover) with Ground Rods located approx. 250' S/O FRWA 16 Bridge crossing (approx. 352' N/O railroad crossing).
      - *Note: ITS #9 Vault will be placed directly adjacent to Inyo proposed vault.*
  - Installation of conduit/fiber from two (2) #7M Vaults placed approximately 140' S/O/S/S of Railroad crossing on W/S/O USA PKWY to existing ITS #9 Vaults located approximately 80' S/O Railroad Crossing on W/S/O USA PKWY. Inyo to place one (1) 6" HDPE conduit and (1) 2" HDPE conduit between these two (2) #7Ms and two (2) existing ITS #9 Vaults, approximately 60'.
  - Installation of Conduit / Fiber from existing ITS vault, located W/S/O SR 439 (USA PKWY) approx. 80' S/O Railroad crossing, to existing ITS vault located W/S/O SR 439 (USA PKWY) approx. 125' S/O N. Electric Avenue (existing NDOT structure)
    - Install 3,233 LF:
      - Inyo to place four (4) 4" Dura-Line Future-Path Hybrid 6-Way HDPE in existing 4" NDOT conduits
      - *Note: 4" Dura-Line product will be inserted in existing 4" SCH 40 NDOT conduit.*
  - Joint Trench for installation of Conduit / Fiber from existing ITS vault located W/S/O SR 439 (USA PKWY) approx. 125' S/O N. Electric Avenue to Inyo Project End at Switch Tie In Vault (All New Structure):
    - Trench 16,583 LF -
      - Inyo to install five (5) 4" Future-Path Hybrid 6-Way HDPE (Total Conduit Footage = 132,664')
      - Inyo to install one (1) 3" SDR-11 HDPE (Total Conduit Footage = 16,583')
    - Vault Placement:
      - Fourteen (14) ITS #9 Concrete Pull Box (52"x35"x36" Steel Cover) with Ground Rod at following locations:
        - Two - ITS #9 Concrete Pull Boxes 1800' S/O existing ITS Vault
        - Two - ITS #9 Concrete Pull Boxes 3600' S/O existing ITS Vault
        - Two - ITS #9 Concrete Pull Boxes 5400' S/O existing ITS Vault
        - Two - ITS #9 Concrete Pull Boxes 6800' S/O existing ITS Vault
          - *Note: ITS #9 Vault will be placed directly adjacent to Inyo proposed vault.*
        - Two - ITS #9 Concrete Pull Boxes 8700' S/O existing ITS Vault
        - Two - ITS #9 Concrete Pull Boxes 10300' S/O existing ITS Vault
        - Two - ITS #9 Concrete Pull Boxes 12600' S/O existing ITS Vault
  - Inyo proposes to place 27,101 LF of 144/SMF cable from proposed NDOT future Fiber Hut site on S/S of I-80 to Inyo Project End.
    - Footage includes applicable slack loops at each vault location per NDOT specifications.
      - 100 LF of slack will be placed in every #7M Vault
      - 200 LF of slack will be placed in every ITS #9 Vault





- Inyo will perform proper splicing and testing of the fiber once installed in accordance with Telecommunications Industry Association (TIA) TIA-526-7. *Please refer to Inyo Networks' Testing procedures for further clarification.*
- **Note:** The total amount for project costs below includes a reduction in the amount of \$288,137.00 for infrastructure already placed by NDOT on Inyo's behalf on USA PKWY between E Sydney Dr and the Switch SuperNap facility.

**Budget:** This project is budgeted with a total estimated cost of \$1,492,275.73

**Timing:** We anticipate the completion of this work within 90 days of receipt of the required authorizations and permits.

This project will require an initial payment of 30% of the total budget to cover the material costs. Receipt of the initial payment and signed agreement will serve as our authorization to proceed.

Inyo Networks, Inc. appreciates the opportunity to provide you a proposal for this project. We take pride in our efforts to develop partnerships with our customers. Should any of the mentioned above need further clarification please do not hesitate to contact our office.

Sincerely,

INYO NETWORKS, INC.

Nick Keeler  
President  
Mobile: 808-478-2898  
E-mail: [nkeeler@inyonetworks.com](mailto:nkeeler@inyonetworks.com)



May 22, 2020

via Email

Marc Hvegholm - Technology Group  
State of Nevada Department of Transportation

**EXHIBIT A**

**PROPOSAL FOR EXTENSION OF JOINT TRENCH USA PKWY**

Dear Marc:

Per our recent discussions regarding the extension of the joint trench on USA Pkwy (SR-439), we are pleased to offer this proposal to partner with NDOT and build this portion of the project.

**SCOPE OF WORK:**

- Trench/Bore 1,135 LF - From new ITS #9 Boxes to existing NDOT Vaults located at Lat: 39.514077°, Long: -119.469327°.
  - Inyo to install two (2) ITS #9 Vaults on E/S/O of USA PKWY at opposite end of bore point from new NDOT ITS #9 Vaults on W/S/O USA PKWY.
  - Inyo to install five (5) 4" Future-Path Hybrid 6-Way HDPE (Total Conduit Footage = 5,675').
  - Inyo to install one (1) 3" SDR-11 HDPE (Total Conduit Footage = 1,135')
- Inyo proposes to place 1,535 LF of 144/SMF cable from new ITS #9 Boxes to existing NDOT Vaults located at Lat: 39.514077°, Long: -119.469327°
  - Footage includes applicable slack loops at each vault location per NDOT specifications.
    - 100 LF of slack will be placed in every #7M Vault
    - 200LF of slack will be placed in every ITS #9 Vault
- Inyo will perform proper splicing and testing of the fiber once installed in accordance with Telecommunications Industry Association (TIA) TIA-526-7. Please refer to Inyo Networks' Testing procedures for further clarification.

**Budget:** This project is budgeted with a total estimated cost of \$158,410.50

**Timing:** We anticipate the completion of this work within 10 days of receipt of the required authorizations and permits.

This project will require an initial payment of 30% of the total budget to cover the material costs. Receipt of the initial payment and signed agreement will serve as our authorization to proceed. Inyo Networks, Inc. appreciates the opportunity to provide you a proposal for this joint project. Should any of the mentioned above need further clarification please do not hesitate to contact me.

Sincerely,

INYO NETWORKS, INC.

Nick Keeler  
President  
Mobile: 808-478-2898  
E-mail: nkeeler@inyonetworks.com

10621 Church Street, Suite 100

Rancho Cucamonga, CA 91730

Phone: 909-457-8408

## 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):** 2

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

Inyo Networks Inc.

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

<b>Street Address:</b> 10621 Church Street suite 100	<b>Website:</b> inyonetworks.com
<b>City, State and Zip Code:</b> Rancho Cucamonga CA. 91730	<b>Point of Contact Name:</b> Nicolas Keeler
<b>Telephone and Fax No.</b> 808-478-2898	<b>Email:</b> nkeeler@inyonetworks.com

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

<b>Street Address:</b> 200 S Virginia suite 512	<b>Website:</b> inyonetworks.com
<b>City, State and Zip Code:</b> Reno NV, 89501	<b>Point of Contact Name:</b> Kelly Brown
<b>Local Telephone and Fax No.</b> 775-303-4144	<b>Email:</b> ksouto@inyonetworks.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)
Michael Ort	CEO	40%
Robert Volker	Director	40%
Nicolas Keeler	COO	20%

\*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

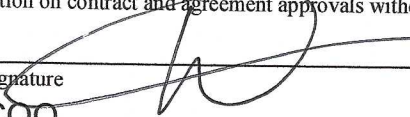
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

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 \_\_\_\_\_ Print Name Nicolas Keeler  
COO \_\_\_\_\_ Date 6/11/2020  
 Title \_\_\_\_\_

**For NDOT Use Only:**

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

- Yes  No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?
- Yes  No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized NDOT Representative

# Line Item 2

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

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

If Amendment, name of Company:

Project ID #(s): Regarding RFP 398-19-056

Type of Services: Architectural Services and Related Professional Design Services

Originated by: Annette Ballew      Division: Maint/Asset Mgmt      Date Originated: 03/27/2020

Division Head/District Engineer: Anita Bush

Budget Category #: 466006      Object #: 814M      Organization #: C056  
Type of Funding: State      % of Fund: 100      State Fiscal Year(s): 2021/2022

Amendment Estimated Cost:

Total Agreement Estimated Cost: \$1,790,000.00

Funding Notes: Anticipate 50% funds used in FY2021 and 50% in FY2022

**Financial Management:**

DocuSigned by:  
Donna Spelts      03/30/2020  
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Signature      Date

x Requires Transportation Board Approval  
**Does not** require Transportation Board Approval

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

**Project Accounting:**

DocuSigned by:  
Kathleen Meke      03/30/2020  
9E9E10973C1B46E...  
Signature      Date

**Director:**

DocuSigned by:  
Kristina L. Swallow      03/31/2020  
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Signature      Date



**Attachments:**

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



If Amendment, attach original Agreement here:

Any additional information to attach: Yes



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

Requested prior was \$1,150,000 for these services. However, the capital improvement design needs have increased by \$640,000. NDOT needs the service of licensed Architects and engineers who are familiar with building design and construction methods, which will apply to developing specifications and plans for design of new buildings, remodels, and repairs of existing buildings that NDOT owns and/or operates across the State of Nevada. the Architecture Section will utilize the On-Call design services to help deliver each fiscal year's capital improvements projects.

**Scope of Services:**

The design professionals will provide stamped drawings and specifications as required by the State Public Works Division. The design professionals will also provide site visits, design assistance, construction administration and project close-out services.



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7487  
Fax: (775) 888-7106

## MEMORANDUM

June 5, 2020

**TO:** Darin Tedford, P.E., Assistant Director - Operations  
**FROM:** Robert Nicholas, P.E., Project Manager I <sup>DS</sup> RN  
**SUBJECT:** Master Agreement Summary for RFP 398-19-056 - On-Call architectural services and related professional design services.

---

A negotiation meeting was held by phone on 5/11/2020, with John Sawdon of Knit and Robert Nicholas of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

The scope of services includes: site investigation, developing plans and specifications, and construction administration.

The Department is seeking to hire a firm to develop specifications and plans for the design of new buildings, remodels, and repairs of existing buildings that the DEPARTMENT owns and operates across the state. The services will be determined on a project-by-project basis and will be memorialized with written task orders.

Please see Attachment A for a full description of scope.

The DBE goal for this agreement has been established at four percent (4%).

The duration of these agreements will be for two (2) years with the option to extend for an additional two (2) years.

The budgeted amount of this Agreement is comprised of zero percent (0%) Federal / 100 percent (100%) State Funding.

The architecture firm, Knit, was selected from a competitive selection process to enter into a Master Service Agreement:

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 One Million Seven Hundred Ninety Thousand and No/100 Dollars (\$1,790,000.00).

Terms of negotiations will be determined at the time of each Task Order, using the established fee schedules for each company.

Reviewed and Approved:

DocuSigned by:

*Darin Tedford*

06/05/2020

Assistant Director - Operations



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7487  
Fax: (775) 888-7106

**MEMORANDUM**

**June 5, 2020**

**TO:** Darin Tedford, P.E., Assistant Director - Operations  
**FROM:** Robert Nicholas, P.E., Project Manager II <sup>DS</sup> RN  
**SUBJECT:** Master Agreement Summary for RFP 398-19-056 - On-Call architectural services and related professional design services.

---

A negotiation meeting was held by phone on 5/11/2020, with Jim Wallis of BJB Architecture and Engineering and Robert Nicholas of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

The scope of services includes: site investigation, developing plans and specifications, and construction administration.

The Department is seeking to hire a firm to develop specifications and plans for the design of new buildings, remodels, and repairs of existing buildings that the DEPARTMENT owns and operates across the state. The services will be determined on a project-by-project basis and will be memorialized with written task orders.

Please see Attachment A for a full description of scope.

The DBE goal for this agreement has been established at four percent (4%).

The duration of these agreements will be for two (2) years with the option to extend for an additional two (2) years.

The budgeted amount of this Agreement is comprised of zero percent (0%) Federal / 100 percent (100%) State Funding.

The architecture firm, BJB Architecture and Engineering, was selected from a competitive selection process to enter into a Master Service Agreement:

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 One Million Seven Hundred Ninety Thousand and No/100 Dollars (\$1,790,000.00).

Terms of negotiations will be determined at the time of each Task Order, using the established fee schedules for each company.

Reviewed and Approved:

DocuSigned by:  
*Darin Tedford* 06/05/2020  
Assistant Director - Operations



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7487  
Fax: (775) 888-7106

**MEMORANDUM**

**June 5, 2020**

**TO:** Darin Tedford, P.E., Assistant Director - Operations

**FROM:** Robert Nicholas, P.E., Project Manager II DocuSigned by:  
*Robert Nicholas*  
804BA70ACC9A4DD...

**SUBJECT:** Master Agreement Summary for RFP 398-19-056 - On-Call architectural services and related professional design services.

A negotiation meeting was held by phone on 5/11/2020, with Laura Jane Spina of RAFI Architecture and Design and Robert Nicholas of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

The scope of services includes: site investigation, developing plans and specifications, and construction administration.

The Department is seeking to hire a firm to develop specifications and plans for the design of new buildings, remodels, and repairs of existing buildings that the DEPARTMENT owns and operates across the state. The services will be determined on a project-by-project basis and will be memorialized with written task orders.

Please see Attachment A for a full description of scope.

The DBE goal for this agreement has been established at four percent (4%).

The duration of these agreements will be for two (2) years with the option to extend for an additional two (2) years.

The budgeted amount of this Agreement is comprised of zero percent (0%) Federal / 100 percent (100%) State Funding.

The architecture firm, RAFI Architecture and Design, was selected from a competitive selection process to enter into a Master Service Agreement:

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 One Million Seven Hundred Ninety Thousand and No/100 Dollars (\$1,790,000.00).

Terms of negotiations will be determined at the time of each Task Order, using the established fee schedules for each company.

Reviewed and Approved:

DocuSigned by:

*Darin Tedford*

06/05/2020

Assistant Director - Operations

## **Attachment A Scope of Services**

### **A. PROJECT LOCATION AND GENERAL DESCRIPTION OF SERVICES**

Provide full Architectural and Engineering (A/E) design services for either the northern or southern part of the State for NDOT facilities.

### **B. SPECIFIC DESIGN REQUIREMENTS**

Design work for Task Orders written under this on-call project include, but are not limited to:

1. Design remodels, additions, or replacement and repair of buildings or building systems in NDOT Districts 1, 2, and 3, HQ building in Carson City, Rest Stops and other NDOT buildings, as directed by the NDOT Architecture Section.  
Building types include: District Office Buildings, Maintenance Shops, Vehicle Storage buildings, Rest Stops, Visitor Centers, NDOT residences, and other related structures for NDOT sites.
2. Provide written peer review, plan check comments and back checking of corrections.
3. Perform energy studies (using LEED principles) and provide documents for energy conservation projects as directed by the NDOT Architecture Section.
4. Design ADA Improvements for NDOT Building Facilities.
5. The Principal Architect shall take overall responsibility for the quality and delivery of the Scope of Services. Under the team leadership of the Principal Architect the following professional consultant areas of expertise are to be provided as part of the on-call agreement:
  - Civil Engineering
  - Structural Engineering
  - Mechanical Engineering
  - Electrical Engineering
  - Geotechnical Engineering (practiced by Civil or Geological Engineers)
  - Environmental Engineer (practiced by Civil Engineers)
  - Landscape Architect
6. The Principal Architect shall take overall responsibility for the quality and delivery of the Scope of Services. General design services and facility assessment to be provided under the team leadership of the Principal Architect as part of the on-call agreement are as follows:
  - Industrial Hygiene
  - Asbestos assessment and asbestos remediation planning
  - Hazardous Materials assessment and remediation planning
  - Utility design and Permitting
  - Estimation of construction cost for designs by Service Provider

### **C. PROJECT COORDINATION**

1. The Service Provider shall be responsible for the coordination and preparation of forms, ascertaining all utility company connection, and interacting with other involved entities including, but not limited to the following:
  - State Public Works Division (SPWD), State of Nevada
  - State Fire Marshal's Office (SFM), State of Nevada
  - Nevada Business and Industry (NBI), Mechanical Compliance Section
  - Nevada Division of Environmental Protection (NDEP)
  - Nevada Division of Health and Human Services (DHHS)
  - Nevada Health Services Division (NHSD)
  - Nevada Division of Water Resources (NDWR)
  - Planning Departments of Municipalities, Cities, and Tahoe Regional Planning Agency (TRPA)



- Utility Providers including gas, water, electricity, sanitary sewer, storm water drains, tele-communication, optical fiber cable, and other entities are needed for project goals to be achieved
  - Environmental Protection Agency (EPA)
  - Nevada Department of Conservation and Natural Resources (NDCNR), including State Historic Preservation Officer (SHPO)
  - Manufactured Housing Division (MHD)
2. The DEPARTMENT shall be responsible to pay for connection and/or permit fees for the projects.
  3. The Service Provider shall be required to provide additional Project coordination including, but not limited to the following:
    - Project meetings as needed with DEPARTMENT's Architecture Section for the schematic, design development, and construction document phases. Also, meetings for plan review and bid documents as needed.
    - Coordinate with the DEPARTMENT in the preparation of Supplemental Notices. Information for Supplemental Notices shall be provided to the DEPARTMENT for review not less than one (1) week prior to the bid opening date.
    - Attend the pre-bid conference(s), if applicable, and the bid opening.
    - Full Construction Administration (C/A) services.
    - Submittal Review.
    - Review all Operating & Maintenance Manuals with the DEPARTMENT prior to approval.
    - Compile and draft As-built drawing documentation from information provided by the contractor.

#### **D. PROJECT REQUIREMENTS**

The scope of work for this Project will be phased as follows, with sign-offs from appropriate DEPARTMENT Assistant Directors or the Director:

##### **1. Schematic Design Phase**

Schematic design documents are designed to approximately 35% complete. Schematic design documents shall include drawings, outline specifications and cost estimates developed in sufficient detail to indicate the exterior design of the Project, the functional relationships of all interior areas, the relationship of the Project to the site and other existing buildings, the materials to be used in construction, and the types of mechanical, electrical, and structural systems. The cost estimate shall be itemized to include all major categories of the Work.

In consultation with the DEPARTMENT and by independent analysis and investigations, the SERVICE PROVIDER shall determine the general requirements of the Project, the scope of work, space and architectural requirements, limitations of the established construction budget, the total project time schedule, availability and location of utilities, and the requirements of approving authorities.

The SERVICE PROVIDER shall provide an evaluation of the program, schedule, and construction budget.

The SERVICE PROVIDER shall initiate any of the following studies as may be required to generate the schematic design:

- Topographic surveys
- Aerial surveys
- Utility surveys, including hydrant flow tests
- Cathodic protection services
- Soil borings, test reports and analysis

- Environmental analysis
- Other fact-finding investigations such as determination of permitting requirements, clarifying user requirements, etc.

The SERVICE PROVIDER shall meet with the DEPARTMENT to present and review the schematic design documents. The meeting location shall be as directed by the DEPARTMENT. Approval of the schematic design submittal shall be obtained before payment may be issued and before proceeding with the Prefinal Design Phase.

Verify flow capacities in the vicinity of the project site as per NFPA.

As requested by the DEPARTMENT, investigate and develop utility (sanitary sewer, electric, water and gas) applications.

#### Required Documents for Schematic Design

Architectural design services during the Schematic Design Phase shall respond to program requirements and consist of:

- Site plans shall indicate as a minimum, the building orientation, pavements, landscaping, utility runs, contours and parking.
- Floor plans shall indicate, as a minimum, layout of rooms, space dimensions, door and window locations, user equipment and fixed equipment (i.e. toilets, lavatories, vehicle lifts, etc).
- Building sections and elevations.
- Wall and roof systems.
- Development of dimensions, areas, and volumes.
- Perspective sketches, if required.
- Preliminary exiting plan and code analysis (Basis of Design).

Provide soil boring logs, analyses and test reports, and the results of any other surveys or investigations.

Provide a complete design analysis of all required fire systems (detection and suppression).

Report on any permit applications that should be filed for the project to be in compliance with any federal, state and local requirement for the management of air, water and waste.

Structural design services during the Schematic Design Phase shall consist of recommendations regarding basic structural materials and systems, preliminary analysis, establishment of design criteria and loads, and development of conceptual design solutions for:

- The recommended structural system.
- Alternate structural systems, if requested.

Mechanical design services during the Schematic Design Phase shall consist of consideration of alternate materials, systems and equipment and development of conceptual design solutions for:

- HVAC Systems
- Large Vehicle Wash Systems
- Vehicle Fuel Systems

Electrical design services during the Schematic Design Phase shall consist of considerations of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for:

- Power service and distribution.

- Lighting.
- Fire detection and alarms.
- Security systems.
- Electronic communications.
- Special electrical systems.
- General space requirements for electrical equipment and systems.

Civil design and Landscape Architecture services during the Schematic Design Phase shall consist of consideration of alternate materials and systems and development of conceptual design solutions for:

- On-site utility systems.
- Off-site utilities work, if applicable.
- Drainage systems and grading.
- Concrete, A/C, and other types of paving and striping (as applicable).
- Site Plan Layout.
- Aesthetical concepts and landscape architecture plan.
- Parking plan

Design services during the Schematic Design Phase shall consist of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment in order to establish:

- Enclosed accessible route to restrooms from each occupied space.

Outline specifications during the Schematic Design Phase shall consist of:

- Identification of potential architectural materials, systems and equipment, and their criteria and quality standards.
- Investigation of availability and suitability of alternative architectural materials, systems and equipment.
- Similar documentation for all other disciplines.

Construction cost estimate services during the Schematic Design Phase shall consist of:

- Development of a probable construction cost for the Project based on the most recent schematic design studies
- Current and historic square foot costs, or other unit costs, including an appropriate design contingency and inflation factor.
  - Scope calculations, showing total building area and net to gross area percentage
  - Provide a complete design analysis of all required fire systems (detection and suppression). Verify fire flow capacities in the vicinity of the project site.
  - Provide soil boring logs, analyses and test reports, and the results of any other surveys or investigations.
  - Summarize and provide the selected building features, components and systems to include the following:
    - Site plan sketch
    - Landscape plan sketch
    - Floor Plan sketch
    - Fire system analysis
    - Building elevations
  - Provide an updated design schedule through the Design Development and Final Design phase(s)

## 2. Prefinal Design Phase

The Prefinal Phase is the final opportunity for NDOT to review the construction documents. The documents are 95% complete and not stamped. The A-E shall submit the required items listed below:

Provide a separately bound set of all engineering design calculations and analyses for each discipline

Provide detailed working drawings, 100% complete in all disciplines of work.

Specifications:

Provide final specifications from division 2 forward in Word format.

Provide a Table of Contents in Word format as a separate file.

NDOT will provide Divisions 0 and 1.

NDOT will compile the complete project specification, consisting of the Table of Contents, Division 0, Division 1 and Division 2 forward.

Based on the approved schematic design documents and any adjustments authorized by the DEPARTMENT in the program, schedule or construction budget, the SERVICE PROVIDER shall prepare, for approval by the DEPARTMENT, Prefinal Phase documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate.

#### Required Documents for Design Development

Architectural design services during the Prefinal Phase shall consist of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, forms, size and appearance of the Project through:

- Site plan and building floor plans.
- Building sections and elevations.
- Typical construction details.
- Final materials selections.
- Equipment layouts.
- Identification and resolution of all code issues.
- ComCheck Compliance
- Exiting plan and code analysis (Basis of Design).

Structural design services during the Prefinal Phase shall consist of continued development of the selected structural system, abbreviated specifications and schematic design documents in sufficient detail to establish:

- Basic structural system and dimensions.
- Structural seismic retrofit design criteria and loads.
- Foundation plan.
- Preliminary sizing of major structural components.
- Critical coordination clearances.
- Floor and roof framing plans.
- Major building sections/elevations.

Mechanical design services during Design Development Phase shall consist of further development of the mechanical systems and equipment and development of design solutions for:

- HVAC Systems
- Fire protection

Electrical design services during the Prefinal design Phase shall consist of continued development of electrical schematic design documents and development of abbreviated specifications to establish:

- Lighting and power.
- Sizes and capacities of major components.

- Equipment layouts.
- Required space for equipment.
- C-Cure security infrastructure for cameras and access.

Civil design and Landscape Architecture services during the Prefinal Phase shall consist of continued development of civil Schematic Design documents and development of abbreviated specifications to establish:

- On-site utility systems
- Off-site utility work
- Grading and drainage systems
- Utility connections and layout
- Concrete, A/C, curb, gutter, sidewalk and striping (as applicable).
- Aesthetical concepts and landscape architecture plan.

Interior design services during the Prefinal Design Phase specifications submittal shall be a bound and indexed project manual. The specifications shall be an abbreviated version of all sections that are to be included in the Construction Documents.

The Prefinal Phase construction cost estimate shall be a detailed line item estimate thoroughly broken down to include estimated quantities for all major items of work. The construction cost estimate shall use unit process and quantities for all materials and labor for the project. The major categories of the estimate shall be formatted to include all of the 49 Master Specification Divisions. Each consultant shall prepare and submit to the SERVICE PROVIDER a cost estimate covering his portions of the work.

### 3. **Construction Phase**

From the approved Prefinal Design Phase documents, prepare and satisfactorily complete within the time allowed, (100% complete and stamped) Construction Phase documents, and a detailed construction cost estimate for approval by the DEPARTMENT, State Fire Marshall, and State Public Works Board. Thoroughly check and coordinate all drawings and specifications prior to submitting them to the DEPARTMENT.

The SERVICE PROVIDER will ensure that all Specifications adhere to the Master List of Numbers and Titles for the Construction Industry as published by Master Format 2014 Update, Copyright CSI Alexandria, VA. The SERVICE PROVIDER will use Arial font 9 with the margins and the outline shown in Attachment D – Specification Document Requirements. The SERVICE PROVIDER will make corrections to Specification document formatting when directed by the DEPARTMENT and coordinate any said corrections with all sub-consultants until all formatting requirements are satisfied. Thoroughly check and coordinate all drawings and specifications prior to submitting them to the DEPARTMENT.

#### Required Documents for the Construction Phase

Architectural design services during the Construction Phase shall respond to program requirements and consist of:

- Site plans, including parking, and building floor plans.
- Building sections and elevations.
- Complete and comprehensive construction plans and specifications that define the building systems and materials.
- Exiting plan and code analysis (Basis of Design).

Structural design services during the Construction Phase shall consist of final structural materials and systems, and design criteria and loads for:

- Final structural plans and details.

Mechanical design services during the Construction Phase shall consist of final design solutions for:

- HVAC Systems
- Fire protection

Electrical design services during the Construction Documents Phase shall consist of final design solutions for:

- Power service and distribution.
- Lighting.
- Fire detection and alarms.
- Security systems.
- Electronic communications.
- Special electrical systems.
- General space requirements for electrical equipment and systems.

Civil design and Landscape Architecture services during the Construction Documents Phase shall consist of final design solutions for:

- On-site utility systems.
- Off-site utilities work, if applicable.
- Drainage systems and grading.
- Concrete, A/C, and other types of paving and striping (as applicable).
- Site Plan Layout.
- Aesthetical concepts and landscape architecture plan.
- Geotechnical Reports

Specifications during the Construction Documents Phase shall be as per the specifications in the Prefinal Phase, in an electronic format, and consist of:

- Identification of potential architectural materials, systems and equipment, and their criteria and quality standards.
- Investigation of availability and suitability of alternative architectural materials, systems and equipment.
- Similar documentation for all other disciplines.
- For projects over \$1 million, include a requirement in the General Provisions of the specifications for a contractor-prepared and contractor maintained critical path method (CPM) construction schedule using the arrow diagramming method.

Construction cost estimate services during the Construction Documents Phase.

- Provide a construction cost estimate, in electronic format, thoroughly broken down with separate unit item costs, using unit prices and quantities for all materials and labor for the project.

Comcheck Compliance report

Revise the construction documents in coordination with SPWD review until the permit for construction is obtained.

The SERVICE PROVIDER shall meet with the DEPARTMENT to present and review the construction documents after all plan check comments have been addressed and have been incorporated into the construction documents. The meeting location shall be as directed by the DEPARTMENT. Documents to be presented and reviewed at this meeting shall include Supplemental General Conditions and bid alternates. Approval of the construction documents submittal shall be obtained before payment may be issued and before proceeding with the printing of the bid documents.

Prior to submission of the bid documents, the SERVICE PROVIDER shall ascertain all utility company connection and/or permit fees, including fees to be charged by the utility company for work to be performed by the utility company.

#### **4. Specification Document Requirements**

The proposers will be prepared to ensure the following during project development:

- Specifications will adhere to the Master List of Numbers and Titles for the Construction Industry As published by Master Format 2014 Update, Copyright CSI Alexandria, VA.
- Specifications will be developed in Arial font 9 and with the margins and outline and format shown in Attachment D – Specification Document Requirements.

#### **5. Plan Checking and Approvals**

The Service Provider shall provide complete sets of construction documents and calculations for review by designated plan checkers. Construction documents shall be one hundred percent (100%) complete, including all interdisciplinary coordination. Structural, mechanical and electrical calculations shall be bound and indexed. Computer calculations shall include both input and output and shall be clearly correlated to the construction documents.

Provide written responses to all plan check comments within thirty (30) calendar days of receipt thereof.

Incorporate appropriate solutions to all plan check into the construction documents and revise the construction cost estimate accordingly. Permit and plan review fees will be paid by the DEPARTMENT.

The Service Provider shall obtain written approval of the construction documents from the following State agencies:

- Department of Transportation
- State Fire Marshall Office
- State Public Works Board
- Nevada Business and Industry, Mechanical Compliance Section

#### **5. Bidding Phase**

From approved construction documents, the Service Provider shall prepare and satisfactorily complete the bid documents within the time allowed.

The Service Provider shall provide five printed sets of the bid documents to include the drawings, specifications and Supplemental Notice(s). The documents shall be stamped and signed per NRS 623 and 625 respectively. No Supplemental Notice shall be issued less than one (1) week before the bid opening time established in the Notice to Contractors.

The DEPARTMENT will assemble, print and bind the required number of sets of bid documents, and shall distribute the sets as required.

Attend the bid opening and any pre-bid conferences.

Assist the DEPARTMENT with a recommendation for the award of the construction contract.

#### **Bids in Excess of the Cost Estimate:**

- If the low bid received exceeds the Engineer's Opinion of Probable Cost of Construction by more than seven percent (7%), revise all bid documents and furnish new bid documents to the DEPARTMENT at no increase in fee and repeat all requirements of this Section.

## **6. Construction Administration Phase**

The Construction Administration Phase shall commence with the issuance of the Notice to Proceed, and terminate one (1) year after the effective date of when the DEPARTMENT issues the Certificate of Substantial Completion.

The Service Provider shall provide technical assistance to DEPARTMENT personnel.

The Service Provider shall attend the preconstruction conference and prepare and submit a list of significant issues to be addressed at the preconstruction conference.

### **Site Visits**

The Service Provider and its subcontractors shall make regular visits to the site to familiarize themselves with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The Service Provider shall visit the site at least once per month, and not less than three (3) visits per Project site, and shall prepare and submit a written report describing their observations during each site visit.

Site visits shall be coordinated with the DEPARTMENT's assigned Inspector.

### **Interpretations**

As requested by the DEPARTMENT, the Service Provider will interpret the Drawings and Specifications. The Service Provider shall, within ten (10) working days, render such written interpretations as may be necessary for proper execution of the Work. All interpretations and decisions by the Service Provider shall be consistent with the intent of the Contract Documents.

### **Change Orders**

The Service Provider shall coordinate the preparation of Change Orders and shall prepare Construction Change Directives for review and approval by the DEPARTMENT.

The Service Provider shall issue no order to contractors that might commit the DEPARTMENT to extra expenses, or otherwise amend the construction contract without first obtaining the approval of the DEPARTMENT.

The Service Provider shall prepare drawings, specifications and other supporting documentation as required to clarify and/or facilitate changes in the work for review and approval by the DEPARTMENT.

The Service Provider shall review and evaluate proposals from the Contractor regarding changes in the Work and submit recommendations to the DEPARTMENT.

### **Minor changes in the Work**

The Service Provider shall have authority to order minor changes in the Work which do not involve an adjustment in the Contract Sum or an extension of Contract Time. Such minor changes shall be consistent with the intent of the Contract Documents and shall be implemented only through written order.

### **Shop Drawing Review**

The Service Provider shall review Shop Drawings and submittals within fourteen (14) calendar days of receipt thereof for conformance with the Contract Documents.



### **Contractor's Requests for Payment**

Based upon site observations and the Contractor's Request for Payment, the DEPARTMENT shall review and evaluate the amounts claimed by the Contractor and the DEPARTMENT's Inspector. The DEPARTMENT will forward the pay request to the Service Provider for confirmation.

### **Contractor Claims**

The Service Provider and the DEPARTMENT shall review and evaluate claims relating to the execution and progress of the Work. Decisions in matters relating to aesthetic effect shall be consistent with the intent of the Contract Documents. Decisions regarding performance by the Contractor are subject to approval by the DEPARTMENT.

### **As-Built Drawings**

The Service Provider, and his consultants, shall continually monitor and evaluate the progress and quality of the Contractor's as-built drawings, which shall indicate the complete Project as constructed, including dimensioned locations and sizes of buried utility lines. At a minimum, the Service Provider and his consultants shall review the as-built drawings every thirty (30) calendar days, and prior to evaluating the Contractor's Request for Payment.

### **Project Completion and Guarantees**

The Service Provider shall conduct inspections to determine the date of Substantial Completion and the date of final completion and shall receive and forward to the DEPARTMENT all records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

### **Operating & Maintenance Manuals**

The Service Provider shall review all O&M manuals provided by the construction contractor for completeness. Verify that all warranties, certifications and test reports are included. Pay particular attention to any extended type warranties such as roofs. Verify that parts lists and schedule of recurring maintenance are included.

### **Record Drawings**

The Service Provider shall prepare one (1) set of hard copies and one (1) set of electronic "AUTOCAD" record drawings on a solid state electronic memory device showing changes in the work made during construction based on the as-built drawings and other data furnished by the Contractor to the Service Provider, as specified in the Agreement.

Reproducible record drawings shall be full size bond. The drawings shall incorporate all pertinent revisions and changes that may have occurred during the course of construction. Pertinent shop drawings related to the construction of the Project shall be of the same standard size and material and shall be incorporated and cross referenced into the record drawings. All revisions and changes shall be properly drawn and noted by the Service Provider or his consultant. Each sheet shall be prominently noted "RECORD DRAWING" and will be signed and dated by the Architect or Engineer of record.

The following information shall be recorded on the cover sheet:

- General contractor
- Final contract amount
- Start and completion dates of construction

The reproducible shall all be of the same standard size and furnished at no added cost to the DEPARTMENT.

## **7. Contract and Construction Closeout Phase**

## **Warranty**

- The Service Provider and his consultants shall coordinate and attend a nine-month warranty inspection at the Project site.
- The Service Provider shall provide written opinions or interpretations regarding warranty items for the duration of the warranty period.

## **E. OWNER RESPONSIBILITIES**

### **1. Existing Drawings**

The DEPARTMENT will provide copies of existing DEPARTMENT drawings previously used that provide examples or standards for specific building elements. The consultant shall use these concepts as the basis for design in close coordination with the DEPARTMENT during the design development phase, however they are not intended to limit or replace the consultant's input or creativity in producing a project of the highest possible character within the budget.

### **2. Project Manager and Inspector**

The DEPARTMENT shall designate a Project Manager and Inspector authorized to act on the DEPARTMENT's behalf with respect to the Project. The Project Manager and the Inspector shall render decisions in a timely manner pertaining to documents submitted by the Service Provider in order to avoid unreasonable delay in the orderly and sequential progress of the Service Provider's services.

### **3. Advertisement for Bids**

The DEPARTMENT will prepare and advertise the Notice to Contractors.

### **4. Construction Inspection**

During construction, the DEPARTMENT will provide an Inspector on site to observe the Contractor's work.

### **5. Materials Testing**

Unless otherwise agreed, the DEPARTMENT shall furnish the services of a materials testing laboratory when such services are necessary.

## **F. PERFORMANCE & SUBMITTAL REQUIREMENTS**

As part of the Service Provider's services and fee, the following number of complete sets of documents shall be submitted for each phase of work:

Note that all drawings shall be D size, (24"x36"), unless otherwise directed by the DEPARTMENT. Electronic files shall be one each - ACAD format and PDF format.

- Schematic Phase – Three (3) sets, plus electronic files.
- Preliminary Phase – five (5) sets, plus electronic files.
- Construction Phase – five (5) sets wet stamped and signed, plus electronic files.
- Bid Document Sets, produced by DEPARTMENT, from signed drawings and specifications provided by SERVICE PROVIDER.

## **G. STANDARDS OF DESIGN**

Codes as adopted in the Nevada Revised Statutes (NRS), and Nevada Administrative Code (NAC) section 341-045, as applicable on September 1, 2018.

## **H. APPROVALS REQUIRED BY SERVICE PROVIDER**

The DEPARTMENT's Architecture Section, Nevada Department of Transportation Director's Office, State Public Works Division (SPWD), the State Fire Marshall Office, Local Municipal Agencies, and Nevada Department of Business and Industry (OSHA).

## **I. SUBMITTALS REQUIRED OF SERVICE PROVIDER**

The following submittals will be required of the Service Provider:

- Schematic design and approval - Due by mutually agreeable date established during Agreement process.
- Design Development - Due by mutually agreeable date established during Agreement process.
- Construction Documents - Due by mutually agreeable date established during Agreement process.
- Plan Check and Review – By others.
- Bidding Documents - Due by mutually agreeable date established during Agreement process.
- Construction Administration - As required by the construction schedule provided by the awarded contractor.

**J. CONSTRUCTION BUDGET**

An outline of project scope and construction cost budget is produced by the DEPARTMENT at the time a task order is requested. Final definition of project scope is cooperatively developed by the Service Provider and the DEPARTMENT as part of the design phases; and will vary from the initial outlined project scope.

Included: All construction elements for a complete project as defined in the construction documents.

## 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):**

Knit

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

<b>Street Address:</b> 7250 Peak Drive, Ste. 216	<b>Website:</b> knitstudios.com
<b>City, State and Zip Code:</b> Las Vegas, NV 89128	<b>Point of Contact Name:</b> John Sawdon
<b>Telephone and Fax No.</b> p: 702.363.2222 f:702.363.6060	<b>Email:</b> johns@knitstudios.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.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
John Sawdon	Principal	8.3685%
Curt Carlson	Principal	8.3685%
John Anderson	Principal	8.3685%
Mark McGinty	Principal	8.3685%
Eric Roberts	Principal	4.1842%
Dennis Panars	Principal	0.5021%
Knit Employee Stock Ownership Plan	Trustees: Eric Roberts	61.8397%
	Mark McGinty	
	Dennis Panars	

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

# DISCLOSURE OF RELATIONSHIP FORM

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

## Purpose:

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

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

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

## Definitions:

*Consanguinity* is a relationship by blood.

*Affinity* is a relationship by marriage.

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

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

## Disclosure of Relationship:

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

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

Yes  No

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

Yes  No

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

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

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

**John Sawdon**  
Digitally signed by John Sawdon  
 DN: C=US, E=johns@kniistudios.com,  
 O=Knit, OU=Principal, CN=John Sawdon  
 Date: 2020.05.28 09:12:08-07'00'

**John Sawdon**

Signature

Print Name

**Principal**

**05.27.2020**

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):**

Blakely Johnson & Ghushn Inc. dba BJB Architecture & Engineering

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

<b>Street Address:</b> 449 S. Virginia Street 4th Floor	<b>Website:</b> www.bjginc.com
<b>City, State and Zip Code:</b> Reno, NV 89501	<b>Point of Contact Name:</b> James Wallis
<b>Telephone and Fax No.</b> 775-827-1010	<b>Email:</b> jwallis@bjginc.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>
George E. Ghush	President	48%
Clifford H. Johnson	Vice President	48%

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

# DISCLOSURE OF RELATIONSHIP FORM

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

## Purpose:

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

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

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

## Definitions:

*Consanguinity* is a relationship by blood.

*Affinity* is a relationship by marriage.

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

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

## Disclosure of Relationship:

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

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

Yes  No

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

Yes  No

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

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

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



Monica Stevenson

Signature

Print Name

Acct. Sup.

May 26, 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):**

Robert A. Fielden, Inc. (dba: RAFI Architecture and Design)

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

<b>Street Address:</b> 155 South Water Street, Suite 220	<b>Website:</b> www.rafiarchitecture.com
<b>City, State and Zip Code:</b> Henderson, NV 89015	<b>Point of Contact Name:</b> Laura Jane Spina
<b>Telephone and Fax No.</b> T: (702) 435-7234 F: (702) 435-6478	<b>Email:</b> LJSpina@RAFIArchitecture.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>
Laura Jane Spina	President / CEO	51%
Robert Fielden	Principal	49%

\*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.



Laura Jane Spina

Signature

Print Name

President / CEO

05/26/2020

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

Laura Jane Spina

Print Name

Authorized NDOT Representative

# Line Item 3





**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: 775-684-0170 | Fax: 775-684-0188

*Purchasing Use Only:*

Approval #:

G200601 @

**REQUEST TO USE ANOTHER GOVERNMENTAL SOLICITATION**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1	<b>Agency Contact Information - Note: Approval notification will be sent to only the contact(s) listed below:</b>			
	State Agency Name:	Nevada Department of Transportation		
		<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
		Gary Molnar, IT Professional IV	775-293-3422	<a href="mailto:gmolnar@dot.nv.gov">gmolnar@dot.nv.gov</a>

2	<b>Vendor Information:</b>	
	Identify Vendor:	Aviat Networks
	Contact Name:	Ali Hirsra
	Complete Address:	5200 Great American Parkway Santa Clara, CA 95054
	Telephone Number:	408-567-6640
	Email Address:	Ali.hirsra@aviatnet.com

3	<b>State/Entity that Released the Solicitation &amp; Type of Solicitation. Must be Competitively Bid.</b>	
	Type of Solicitation:	State of Nevada RFP 3234
	Identify Original State/Entity:	NV/Department of Administration Enterprise IT Services
	Contact Name:	Patrick Sheehan
	Telephone Number:	775-684-5854
	Email Address:	pmsheehan@admin.nv.gov

4	<b>Contract Dates: Your Contract Term Date Cannot Exceed Term Date of Original Contract.</b>				
	Original Contract:	Start Date:	July 2016	End Date:	June 30 <sup>th</sup> 2026
	New Contract:	Start Date:	ASAP	End Date:	June 30 <sup>th</sup> 2021

5	<b>Funding for this new contract:</b>	
	State Appropriated:	100% available in current budget
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

<b>Purchasing Use Only:</b>	
Approval #:	62006010

6	Does the Scope of Work (SOW) in the original contract meet/exceed your needs?	Yes:	X	No:	
	To ensure such, requesting agency must request a copy of the State/entities Contract and SOW to be reviewed and approved by the agency's Deputy Attorney General (DAG). A copy of the Contract and written approval from the agency's DAG must be included with the request to the Purchasing Division.				

7	Did the agency receive awarded vendors permission to contract?	Yes:	X	No:	
	Written approval from the awarded vendor must accompany the agency's request/submission to the Purchasing Division.				

8	To ensure fair & reasonable pricing to the State, did the agency request a copy of the awarded vendors technical and cost proposals?	Yes:		No:	X
	Copies of such must be included with submission to the Purchasing Division.				

9	Did the agency address any Federal Requirements associated with the contract?	Yes:		No:	X

10	Is this vendor registered in NevadaEPro?	Yes:	X	No:	
	Per Executive Order 2019-2, prior to entering into a contract with a vendor they must be registered in NevadaEPro.				

11	Is this vendor registered with the Nevada Secretary of State's Office?	Yes:	X	No:	
	Pursuant to NRS 76, prior to entering into a contract with a vendor they must obtain a Nevada Business License.				

12	Is a Business Associate Addendum or other agency specific form(s) required?	Yes:		No:	X
	If so, please include copies with submission to the Purchasing Division.				

**Purchasing Use Only:**

Approval #: G200601

By signing below, I know and understand the contents of this request and attest that all statements are true and correct.

DocuSigned by:  
Gary Molnar  
Agency Representative Initiating Request

Gary Molnar 05/21/2020  
Print Name of Agency Representative Initiating Request Date

DocuSigned by:  
Kristina Swallow  
Signature of Agency Head Authorizing Request

Kristina Swallow 05/22/2020  
Print Name of Agency Head Authorizing Request Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NRS 333.475. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 300.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:

Kevin D. Doty 6/3/2020  
Administrator, Purchasing Division or Designee Date



#G 200601 @

AARON D. FORD  
*Attorney General*

KYLE E.N. GEORGE  
*First Assistant Attorney General*

CHRISTINE JONES BRADY  
*Second Assistant Attorney General*



JESSICA L. ADAIR  
*Chief of Staff*

RACHEL J. ANDERSON  
*General Counsel*

HEIDI PARRY STERN  
*Solicitor General*

STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL

Transportation Division  
1263 South Stewart Street, Room 315  
Carson City, Nevada 89712

## MEMORANDUM

**To:** Whom It May Concern

**cc:** Jessica Cutts, Program Officer, Agreement Services, Nevada  
Department of Transportation

**From:** Lori M. Story, Senior Deputy Attorney General

**Date:** May 13, 2020

**Subject:** Aviat Agreement Joinder per NRS 333.475

---

I have reviewed the proposed agreement between Aviat and NDOT and its scope of work and have compared the same to the scope of work in the Agreement between EITS and Aviat. I have also conferred with persons who are familiar with these agreements and the purposes for them.

Based upon that review and in accordance with the requirements set out in NRS 333.475, it is my opinion that NDOT's agreement with Aviat is permissible and legal. The services being requested by NDOT fall within and do not exceed the parameters outlined in the original contract's Scope of Work.

The original solicitation was for upscaling the state-wide microwave radio system involving several agencies including EITS and NDOT. The proposed NDOT contract amount is not excessive and the services and equipment appear similar.

#G200601 @



Aviat Networks  
860 N. McCarthy Blvd, Suite 200  
Milpitas, CA 95035

May 8, 2020

Via Email

Mr. Gary Molnar  
State of Nevada | Department of Transportation  
ITS Network and Systems Supervisor | Traffic Operations  
1301 Old Hot Springs Road, Room 108  
Carson City, Nevada 89706

Re: EITS RFP3234 contract pricing

Dear Mr. Molnar:

Aviat U.S. Inc. will allow NDOT to use the EITS RFP3234 contract pricing.  
Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "John Kerrigan".

John Kerrigan  
Senior Director of North America Sales

Cc: Ali Hirsra, Aviat Networks



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

## MEMORANDUM

June 18, 2020

**TO:** Darin Tedford, Assistant Director

**FROM:** Mark Aragon, Network Administrator

**SUBJECT:** Negotiation Summary for Agreement P303-20-016 Telecommunications Infrastructure Build in District 3 with AVIAT Networks, Inc.

Negotiation meetings were held on multiple occasions between March of 2020 and May of 2020 with Traffic Operations staff representing NDOT, and Ali Hirsra and Sherry Lu representing Aviat Networks, Inc.

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

NDOT has partnered with AVIAT Networks to construct multiple licensed microwave communication systems in District 3 for ITS and Public Safety communications. The new systems will replace existing unlicensed systems which can no longer support communication requirements due to limited capacity and interference issues.

The negotiations yielded the following:

NDOT

Installation of telecommunications licensed point to point microwave systems will occur at the following sites in District 3: Rocky Point to I80 Wells Fiber Hut and I80 Pequop Summit, SR 227 Lamoille (80 Foot Pole) to Elko Yard and I80 MM 303, Elko Mountain to I80 Deeth and I80 Halleck, Mary's Mountain to I80 Carlin Tunnel (80 Foot Pole, west portal), and Winnemucca I80 MP 172 to I80 MP 177.

AVIAT agrees to complete all required site surveys, path analysis, and FCC licensing prior to construction. AVIAT also agrees to provide all installation services including project management, transmission engineering, configuration engineering, factory integration and testing, radio installation and testing, network engineering, project engineering, antenna and line installation, network integration, and decommissioning of existing radio equipment. AVIAT agrees to use pre-negotiated pricing from RFP contract #3234 with the State Enterprise Information Technology Department allowing NDOT to purchase equipment and services at a substantial cost reduction. NDOT will incur the cost of installation and services at Four Hundred Fifty-Three Thousand One Hundred Eight and 00/100 dollars (\$453, 108.00).

Reviewed and Approved:

DocuSigned by:  
  
 06/24/2020  
 59F82CD438AD46A  
 Assistant Director  
 Darin Tedford



---

# Statement of Work

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NDOT - NV  
8 links of WTM4100  
NA190819-42214  
Project Services

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Release 5.0  
04/29/2020

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## Issue Releases

Issue Number	Issue Release Date	Changes	Preparer
1.0	03/11/2020	Initial Release	G. Galvan
2.0	04/08/2020	Update scope to 9 hops	G. Galvan
3.0	04/15/2020	Removed Path Survey and added coordination and licensing	G. Galvan
4.0	04/21/2020	Clarified the scope: new pipemounts, new antennas, ODU, IF cable, Router (Non-MPLS) , customer is doing cutover	G. Galvan
5.0	04/29/2020	Decommissioned equipment to be left onsite and changing radios to WTM4100	G. Galvan



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## 1. EXECUTIVE SUMMARY

### 1.1. Purpose of Document

This Statement of Work ("SOW") specifies the deliverables and defines the responsibilities and other relevant terms applicable to the planning and delivery of microwave and associated products from Aviat U.S., Inc. ("Aviat Networks" or "Aviat") and its partners, as well as the professional services required to engineer and implement the proposed solution for NDOT ("Customer").

Execution of the services listed in this SOW is governed by Aviat's standard terms and conditions ("Agreement"). Neither party is obligated to provide any services until the Agreement is executed by both parties and an order has been placed for services by NDOT and accepted by Aviat Networks. Where the terms of the Agreement differ from the terms of the SOW, the terms in the SOW shall control. Any capitalized term not defined herein shall have the meaning ascribed to it in the Agreement.

### 1.2. Project Scope

This SOW applies to NDOT Two links of CTR8540/ODU600 project proposed by Aviat Networks and cannot be extended to other projects. Aviat Networks will provide the following services to NDOT:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Project Management                 | <input checked="" type="checkbox"/> Network Engineering         |
| <input checked="" type="checkbox"/> Transmission Engineering           | <input checked="" type="checkbox"/> Project Engineering         |
| <input checked="" type="checkbox"/> Configuration Engineering/Drafting | <input type="checkbox"/> MPLS Network Services                  |
| <input checked="" type="checkbox"/> Factory Integration and Testing    | <input checked="" type="checkbox"/> Antenna & Line Installation |
| <input checked="" type="checkbox"/> Radio Installation and Testing     | <input checked="" type="checkbox"/> Network Integration         |
| <input checked="" type="checkbox"/> Radio Decommission                 | <input checked="" type="checkbox"/> Antenna System Decommission |
| <input type="checkbox"/> DC Power System Installation and Testing      | <input type="checkbox"/> DC Power System Decommission           |
| <input type="checkbox"/> Civil Construction                            | <input type="checkbox"/> Field Technical Support                |

Prevailing Wages: Yes

Freight Terms: Destination

Other: \_\_\_\_\_

Any required services or material not specified in this SOW will be provided by NDOT and will not be considered part of Aviat Networks' responsibilities. Aviat Networks reserves the right to quote and perform services not specified in this SOW in accordance with the terms and conditions of the Agreement. Once Aviat Networks approves the new services, the new services will be added to this SOW in a mutually signed amendment to this SOW and the release of a new services purchase order. For a full list of Aviat provided equipment, please refer to the project equipment list.

NDOT and Aviat Networks acknowledge that meeting the planned project completion date requires the cooperation of the parties. Any changes requested by NDOT before the design freeze date stated in Appendix B will be considered part of the design finalization phase of the project and not subject to a formal change order, if at Aviat Networks' sole discretion, the requested change falls within the original scope and hours of the project. Any changes requested by NDOT after the design freeze date will be subject to review by Aviat Networks and may, at Aviat Networks' sole discretion, result in a change order fee and/or a delay in delivery to the field. See Appendix B for more detail on the design freeze.

Completion and accuracy of all deliverables are subject to the integrity of the information provided by NDOT. Aviat Networks is not responsible for validating the accuracy of the information provided by NDOT. Any changes resulting from incorrect information provided by NDOT or any third party associated with Customer, will be charged to NDOT as a billable change order.

NDOT furthermore agrees that any delays caused by inadequate site readiness for which NDOT was responsible for may prohibit Aviat Networks from meeting the project completion date, and Aviat Networks may adjust the completion date. Unless otherwise agreed to in a mutually signed amendment to this SOW, any cost impact such delays might have on this SOW will be charged to NDOT as a billable change order. In the event of such delays, Aviat Networks and NDOT will make a reasonable effort to resolve the issue and mutually agree on new project milestones.

Documents, deliverables, and work submitted by Aviat Networks to NDOT shall be reviewed and approved in ten (10) working days from the date of receipt. If the documents, deliverables, or work submitted by Aviat Networks include equipment production or OEM ordering, Customer shall not review, approve, or comment on the documents, deliverables, or work, and the documents deliverables, or work shall, at Aviat's option, either be (i) placed on hold or (ii) deemed accepted.

STATEMENT OF WORK  
AVIAT NETWORKS

Aviat shall invoice Customer for equipment upon shipment of the equipment. Aviat shall invoice Customer for services upon completion of the services. Customer shall pay all invoices issues by Aviat within thirty (30) days of Aviat's issuance of the invoice. If Customer does not pay an invoice within thirty (30) days of issuance of the invoice, Aviat shall assess a late penalty of the lesser of one-and-a-half percent (1.5%) or the greatest amount allowed by law.

## Project Summary

Number of Hops	8	Number of Sites	13
Number of parallel RF Channels	NA	Number of Sites	NA
Radio Equipment Family	WTM4100	Frequency Band(s)	11 & 18 GHz
Link Capacity	up to 368 Mbps	Protection Type(s)	NP
Traffic Type	IP	Project Locations (States)	NV

### 1.3. Supporting Documents

The following documents will be provided by Aviat Networks in support of this project and must be accepted by NDOT as part of the project completion. It is NDOT's responsibility to provide signed copies of the documents to Aviat Networks before the final project completion.

	<u>Document</u>	<u>Master Document</u>	<u>Requires Customer Acceptance/Sign-off?</u>
Planning	Project Schedule	Project Schedule	Yes
	Statement of Work	This document	Yes
	Statement of Work Sign-off	This document	Yes
Design	DC Power calculations	Design Freeze Package	No
	Design Freeze Package	Design Freeze Package	Yes
	Equipment List	Equipment List	No
	Frequency Datasheets	Path Survey Report	No
	Floor Plan	Installation Specifications	Yes
	IP Plan	Design Freeze Package	Yes
	NMS Plan	Design Freeze Package	Not Quoted
	Path Calculations and Path Profiles	Path Survey Report	No
	Path Survey Report	Path Survey Report	Not Quoted
	Rack Profiles and Wiring Diagrams	Installation Specifications	No
	Site Survey Report	Site Survey Report	Yes
	Synchronization Plan	Design Freeze Package	No
	System Layout	Design Freeze Package	No
Traffic Plan	Design Freeze Package	Yes	
Implementation	Antenna Installation Checklist	Installation Specifications	No
	Antenna Mounting Design	Installation Specifications	No
	Antenna System Audit Form	Installation Specifications	No
	As Built Record Sets	As Build Records	Yes
	Change Order Form	This document	Yes
	Equipment Installation Checklist	Installation Specifications	Yes
	Field Acceptance Test Plan	Installation Specifications	Yes
	Installation Specifications	Installation Specifications	No
	Injury and Illness Prevention	Installation Specifications	No
	Project Completion Sign-off	This document	Yes
	Punch List Completion Report	Installation Specifications	Yes
	Site Installation Completion Report	Installation Specifications	Yes
	Traffic Cutover Plan	Installation Specifications	Aviat and Customer
RF Cutover Plan	Installation Specifications	Not Quoted	

## 1.4. System Summary

This proposal includes the supply, installation, and commissioning of eight links of WTM 4100 radios at 11 & 18 GHz. These radios will be configured with 40 MHz RF channels and up to 368 Mbps data throughputs. The proposal also includes, PoE injectors, cables and accessories, antennas and ice shields for some locations.

The services include Site Surveys, FCC Frequency Coordination, Installation and Commissioning.

The map below shows the locations to be linked. The attached Path Calculations show more detail about the link parameters.



## 1.5. MPLS Design Scope for Projects with this Feature

Note: Aviat is quoting a Non-MPLS design for this proposal.

The Customer NMS

will provide the application level requirements for the IP/MPLS backhaul network including:

- List of applications: Publics Safety, Video Cameras, VOIP, security, etc.
- Performance targets for each application: throughput, latency, jitter, convergence time and QoS
- List of Customer Edge (CE) routers and devices per site
- Number and type of device connections per site
- Required connectivity schemes between CE routers and devices: VPWS, VPLS or L3VPN
- Required IP address range.

Aviat will provide a detailed IP/MPLS plan covering the following:

- Layer 1 connectivity: list of ports, types, speed/duplex
- Layer 2 parameters: VLANs, Link aggregation schemes
- Layer 3 parameters: IP addresses, mask, topology, IGP protocol, area design, routing and BFD parameters
- MPLS signaling protocols, parameters and protection schemes
- MPLS services: list of all VPNS and their configuration parameters (VRFs, route targets, PWs, etc.)
- QoS schemes: classification rules, priority mapping, scheduling and shaping schemes.
- Security plan: user accounts, authentication and encryption schemes.
- Management plan: ports, IP addresses and routing

### 1.6. **Validity of Quote**

A Quote is an invitation for an offer and a notice to Customer of these Conditions which automatically expires after one hundred and eighty (180) days from the date of Quote, (i) if Customer has not issued Aviat US a purchase order or (ii) if the Quote is not signed by Customer and returned to Aviat US within such time frame.

### 1.7. **Period of Performance**

This project Period of Performance is 20 weeks After Receipt of Order (ARO), any delays beyond Aviat's control will be addressed as a change order to NDOT, this includes any changes to the design, field implementation and coordination requiring additional hours for Network Engineer, Configurations Engineer, Drafter, Transmission Engineer, Program Manager, Project Engineer, and field crews.

### 1.8. **Specific Personnel and/or Field Crew Request**

None.

### 1.9. **Field Crew Mobilization**

Aviat has included 1 field crew mobilization(s) for the duration of field implementation phase, additional mobilizations will be billed on a time-and-expenses basis.

### 1.10. **Cutover**

Customer is responsible for cutover after new installation is completed. Aviat assume decommission of existing unlicensed radios and 3' antennas to take place immediately after hop is tested.

### 1.11. **Existing System**

Aviat assume existing system is unlicensed with maximum of 3-foot antenna with a non-rack radio.

Note: All decommissioned equipment will be left onsite and customer is responsible for removing.

### 1.12. **Ice Shields**

Aviat is providing ice shields for the following sites: Elko Mountain, Rocky Point, Winnemucca Mountain and Mary's Mountain

### 1.13. **Battery Storage and Charging for projects that include batteries**

#### **Storage Location**

If the battery is not to be installed at the time of receipt, it is recommended that it be stored indoors in a cool [77°F (25°C) or less], clean, dry location. Do not stack pallets or cell terminal damage may occur.

The storage interval from the date of battery shipment to the date of installation and initial charge should not exceed six (6) months. If extended storage is necessary, the battery should be charged at regular intervals until installation can be completed and float charging can be initiated. When in extended storage, it is advised to mark the battery pallets with the date of shipment and the date of every charge. If the battery is stored at 77°F (25°C) or below, the battery should be given a freshening charge within 6 months of the date of shipment and receive a freshening charge at 6-month intervals thereafter. Storage at elevated temperatures will result in accelerated rates of self-discharge. For every 18°F (10°C) temperature increase above 77°F (25°C), the time interval for the initial freshening charge and subsequent freshening charges should be halved. Thus, if a battery is stored at 95°F (35°C), the maximum storage interval between charges would be 3 months (reference Appendix B). Storage beyond these periods without proper charge can result in excessive sulphation of plates and positive grid corrosion which is detrimental to battery performance and life. Failure to charge accordingly may void the battery's warranty. Initial and freshening charge data should be saved and included with the battery historical records.

## 2. PLANNING AND DESIGN SERVICES AND RESPONSIBILITIES

### 2.1. Project Management

#### 2.1.1. Project Management Services Provided by Aviat

Assigns an Aviat Networks Project Manager to manage the project

Yes

No

#### 2.1.2. Project Management Responsibilities

Planning:		
	Develop project schedule for Aviat engineers	Yes
	Develop project schedule for NDOT's supporting vendors	Customer
	Establish an action register	Aviat
	Establish a communications plan	Aviat and Customer
	Establish a change management plan	Aviat and Customer
	Establish a risk management strategy	Aviat
	Provide quality standards and procedures document	Aviat
	Establish a resource management plan for Aviat resources	Aviat
	Develop a responsibility matrix, detailing principle team members by function	Aviat
	Provide details of NDOT's principle team members by function	Customer
	Provide details of NDOT's single point of contact for Aviat	Customer
Execution:		
	Act as primary point of contact for NDOT	Aviat
	Finalize project terms and scope with NDOT	Aviat
	Chair meetings to assign tasks, evaluate progress and address issues	Aviat
	Coordinate Aviat Networks' day-to-day activities through to project signoff	Aviat
	Coordinate NDOT's supporting vendors' day-to-day activities	Customer
	Monitor progress against the agreed-upon project milestones	Aviat
	Report on progress as agreed to in the communications plan	Aviat
	Manage project risk through risk identification, quantification and mitigation	Aviat
	Ensure the terms and conditions of the contract are complied with	Aviat
Closeout:		
	Manage project close-out activities	Aviat
	Sign off on close-out activities and final deliverables	Customer

#### 2.1.3. Aviat Networks Project Management Deliverables

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Project Schedule       | <input checked="" type="checkbox"/> Action Register                |
| <input type="checkbox"/> Risk Management Strategy          | <input checked="" type="checkbox"/> Communication Plan             |
| <input checked="" type="checkbox"/> Change Management Plan | <input checked="" type="checkbox"/> Progress Reports (as required) |

Refer to **Appendix A** for further details regarding the Project Manager's role.

## 2.2. Microwave Network Design

Copies of equipment datasheets/user manuals	Aviat
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### 2.2.1. Network Design Responsibilities

Planning:	
Microwave system requirements	Customer
Existing traffic, IP and NMS plans	Customer
Anticipated channel plan requirements	Customer
Preliminary system design during or after initial proposal	Aviat
Preliminary path calculations for selected Aviat Networks radios	Aviat
Design:	
Final equipment list	Aviat
Final path calculations and path profiles	Aviat
Site specific diagram (RP's and wiring diagrams)	Aviat
DS0 traffic plans	Customer
DS1/DS3/OC3 traffic plans	Not Quoted
IP traffic plans	Aviat
NMS plan	Not Quoted
Synchronization plan	Customer
DC power calculations	Aviat
Traffic cut-over plan and method of procedure	Not Quoted
Field acceptance test plan	Aviat
Sign-off:	
NDOT sign-off on final network design (design freeze)	Customer

### 2.2.2. Aviat Networks Design Deliverables

- Equipment List
- Design Freeze Package

Refer to **Appendix B** for further details regarding the network design.

### 2.3. Microwave Path Design

Path reliability	<input type="text" value="99.9995"/> %
BER	<input type="radio"/> 10 <sup>3</sup> <input checked="" type="radio"/> 10 <sup>6</sup>
NDOT exempt from FCC license fee	<input checked="" type="radio"/> Yes <input type="radio"/> No

#### 2.3.1. Path Design Services Provided by Aviat

RF interference paper study	Aviat
RF field measurements	Not Quoted

#### 2.3.2. Path Design Responsibilities

Planning:	
Documents relating to tower or structural analysis and drawings	Customer
Documents relating to previous path surveys and frequency coordination	Customer
Historical path performance details on a per link basis	Customer
Path clearance objective for each path	Customer
Federal registration number (FRN) and username and password	Customer
Design:	
Path surveys to confirm path reliability objectives	Not Quoted
Site elevation and coordinates	Customer
Existing antenna mounting structure description and information (tower type)	Customer
Existing building description and information	Customer
Site plan (drawing with major landmarks for location purposes)	Customer
Final path calculations and path profiles for each hop	Aviat
Identify locations of possible sources of spectral reflection	Customer
Information concerning possible obstructions or obstacles	Aviat
Recommend antenna size, type, and mounting height	Aviat
Radio frequency coordination	Aviat
Tower permit application	Aviat
Prepare and submit FCC license application (where applicable – Form 601)	Aviat
Prepare and submit environmental impact data	Customer
Provide required environmental approvals or permits	Customer
File FCC construction completion notice	Aviat
Sign-off:	
Approve recommended antenna size, type and mounting height	Customer
NDOT sign-off on final path design	Customer

#### 2.3.3. Aviat Networks Path Design Deliverables

- Microwave Path Survey Report
- Frequency Datasheets

Refer to **Appendix C** for further details regarding the path design.



## 2.4. Project Engineering

### 2.4.1. Project Engineering Services Provided by Aviat

Floor plan for Aviat installation scope	Aviat
Traffic cutover plan	Customer
RF cutover plan	Not Quoted
Field acceptance test plan	Aviat
Installation specifications	Aviat
Manage civil construction	No
Manage field installation	Aviat

### 2.4.2. Project Engineering Responsibilities

Planning:	
Documents relating to tower or structural analysis and drawings	Customer
Site access policies and procedures	Customer
Site access as required	Customer
Building/shelter/enclosure access as required	Customer
Design:	
Site surveys	Aviat
Existing tower description and information (tower type)	Aviat
Existing building description and information	Aviat
Site plan (drawing with major landmarks for location purposes)	Customer
Environmental data (if required)	Customer
Flooring, ceiling, racking data, and requirements to mount new hardware	Customer
All power, existing and future, with breaker assignments	Customer
Recommendation for placement of new equipment	Aviat and Customer
Identify and define antenna mounting hardware	Aviat
Identify any grounding issues and recommend improvements	Aviat
Identify demarcation types and location between new and existing equipment	Customer
Existing waveguide dehydrator information and their associated cabling	Aviat
All structural information regarding power generator	Customer
Recommendation for any site or shelter upgrades	Customer
Recommendation for tower upgrades	Customer
Execution:	
Coordinate day-to-day field install activities through to project signoff	Aviat
Monitor field installation progress against the agreed-upon project milestones	Aviat
Report on field installation progress as agreed to in the communications plan	Aviat
Ensure proper site readiness prior to the install start date	Customer
Coordinate Aviat change orders until project completion	Aviat
Coordinate system acceptance and project completion	Aviat
Coordinate finalization of project close-out drawings and documents	Aviat
Review quality checklists and photos for defects	Aviat



**2.4.3. Aviat Networks Project Engineering Deliverables**

- Microwave Site Survey Report
- Traffic Cutover Plan
- RF Cutover Plan
- Field Acceptance Test Plan
- Installation Specification
- Project Closeout Package

Refer to **Appendix D** for further details regarding Project Engineering.

### 3. Installation, Integration & Testing

#### 3.1. Installation Services

Tower installation	Customer
Antenna system installation	Aviat
Transmission line installation	Aviat
Shelter installation	Customer
Indoor equipment and rack installation	Aviat
AC power equipment	Customer
DC power equipment	Not Quoted
Ground installation	Customer
Antenna alignment	Aviat

#### 3.2. Integration Services

Microwave equipment integration	Aviat
Dehydrator integration	Not Applicable
NMS integration	Not Quoted

#### 3.3. Testing Services

Station test	Aviat
Hop test	Aviat
System test	Aviat
Traffic cutover	Customer
RF cutover	Not Quoted

#### 3.4. Installation, Integration, & Testing Responsibilities

General project responsibilities:	
Obtain all necessary environmental and public agency approvals/documentation	Customer
Obtain all necessary construction permits and documentation	Customer
Access to sites in accordance with the project schedule	Customer
Normal road access for all project related vehicles	Customer
Transport of Aviat Networks supplied equipment to Customer warehouse	Aviat
Transport of Aviat Networks supplied equipment to sites	Aviat
Transport of Aviat Networks personnel to and from sites	Aviat
Safety and first aid material and supplies to Aviat Networks personnel	Aviat
Site & civil services:	
Leasing, zoning, permits and inspections	Customer
Soil analysis or provide report	Customer
Foundation design for tower/shelter	Customer
Site construction (demolition, grading, erosion control, drainage, etc.)	Customer
Civil documentation for existing shelters and towers	Customer
Structural design package required to support proposed antenna system	Customer
Structural analysis report for the existing and new antenna system	Customer
Site layout drawings, plot plans or applicable architectural blueprints	Customer
Locate and mark all site boundaries and features	Customer

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	Secure storage for all equipment including radios, antennas and racks (1 month)	Aviat
	Standard equipment packaging	Aviat
	Unpack Aviat Networks equipment and remove packing material from site	Aviat
	Verify packing list to specifications	Aviat
Installation services:		
	Tower installation:	
	Antenna system support structures: towers, monopoles and tripods	Customer
	Ground resistivity measurements and report of newly installed ground system	Customer
	Install tower foundation	Customer
	Tower painting	Customer
	Provide and install tower lights	Customer
	Provide and install safety climb and safety climb ladder	Customer
	Provide and install lightning rod	Customer
	Provide and install platform	Customer
	Provide and install footing hardware and penetrations for structure on rooftops	Customer
	Adequate earth ground in accordance with EIA/TIE standard 222G	Customer
	Connect tower ground to site ground, in accordance with EIA/TIA standard 222G	Customer
	Provide and install standard tower leg pipe mounts	Aviat
	Provide and paint antennas to match structure or specific color	Not Quoted
	Provide and paint lines to match structure or specific color	Not Quoted
	Provide and install tower or rooftop pole mounts	Customer
	Provide and install any required steel support members for side braces	Aviat
	Provide and install specialized antenna mounts	Not Quoted
	Provide and install standard face mounts	Not Quoted
	All RF/microwave antenna mounting brackets	Aviat
	Antenna feeder window/bridge and cable tray supports	Customer
	Antennas and radomes at specified centerlines	Aviat
	Ice shields at specified locations: Elko Mountain, Rocky Point, Winnemucca Mountain and Mary's Mountain	Aviat
	Cranes, man lifts, snowmobiles, ATV's, or special hoisting equipment	TBD after Surveys
	Transmission line installation:	
	Waveguide ladders	Customer
	Waveguide bridges	Customer
	Rooftop sleepers for transmission lines and ground plates	Customer
	Provide and install cable trays	Customer
	Provide and install transmission lines	Aviat
	Provide and install hanger kits and ground kits	Aviat
	Penetrate building walls or roof and install waveguide ports and entry plates	Customer
	Provide and install waveguide or coax boots at entry plates	Aviat
	Provide and install lightning protector at entry points	Aviat
	Provide and install conduit	Customer
	Terminate and label waveguide or coax runs	Aviat
	Shelter installation:	
	Provide shelters, cabinets or enclosures	Customer

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	Provide and install shelter foundation	Customer
	Shelter installation	Customer
Indoor equipment and rack installation:		
	Provide and install cable ladders or trays	Customer
	Provide and install new racks in specified locations (Outdoor router configuration)	Not Applicable
	Provide and install bracing supports (Outdoor router configuration)	Not Applicable
	Provide and install pressurization equipment	Not Quoted
AC/DC power equipment and/or ground installation:		
	Perform electrical (underground conduits, trenching, AC power source, etc.)	Customer
	Provide and install ground ring	Customer
	Provide and install generator and fuel tank	Customer
	Provide and install AC circuit breakers to support Aviat Networks equipment	Customer
	Provide and install AC feeds from AC distribution to charger or UPS equipment	Customer
	Provide and install DC circuit breakers to support Aviat Networks equipment	Aviat
	Provide and install charger racks	Not Quoted
	Provide and install battery into charger rack or on floor as required	Not Quoted
Field integration services		
	Integrate Aviat Networks microwave equipment	Aviat
	Integrate rack ground to ground distribution in shelter (Outdoor router configuration)	Not Applicable
	Integrate DC wiring to specified distribution panels	Aviat
	Integrate payload wiring to designated demarcation	Aviat
	Integrate Ethernet wiring to designated demarcation	Aviat
	Integrate alarm contacts to designated demarcation	Aviat
	Integrate battery wiring to designated chargers	Not Quoted
	Connect radio antenna ports to waveguide flex sections	Aviat
	Set dehydrator pressure to 4psi	Not Applicable
	Install and integrate NMS software into Customer's radio network	Not Quoted
	Customize NMS alarm designations	Not Quoted
Testing services:		
	Review and approve Aviat field acceptance test plan	Customer
Station test:		
	Perform grounding inspection	Customer
	Perform equipment inspection	Customer
Hop test:		
	Perform antenna system test	Aviat
	Measure return loss and distance-to-fault of waveguide terminated at antenna within antenna frequency range (Cat 5e cable, not waveguide)	Not Applicable
	Verify airtightness, by turning pressurization valve off for 4 hours and measuring pressure drop on each line (<0.5 PSI)	Not Applicable
	Perform DC power system test	Not Quoted
	Measure charger floating/equalization voltages	Not Quoted
	Measure voltages on each battery cell	Not Quoted
	Verify charger/battery switching	Not Quoted
	Perform microwave equipment test	Aviat
	Perform transmit power output test	Aviat

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	Perform receive signal level test	Aviat
	Perform receiver threshold (fade margin) test (Cat 5e cable, not waveguide)	Not Applicable
	Perform transmitter/receiver switching test	Not Applicable
	Perform Layer 1 link aggregation test	Not Quoted
	Perform Layer 2 link aggregation test	Not Quoted
	Perform adaptive modulation test	Not Quoted
	Perform Ethernet test	Aviat
	Perform AUX alarm/data card test	Aviat
	Perform channel bank test	Customer
	Verify VF continuity/level at 1KHz	Customer
	Verify operation of E/M signaling	Customer
	Perform multiplexer test	Not Quoted
	Perform IP phone test	Not Quoted
	Perform dehydrator test	Not Quoted
	Perform 1-hour BER test on primary radio and 1-hour BER test on standby radio	Aviat
System test:		
	Perform ring wrapping or Ethernet Ring Protection (ERP) tests	Not Quoted
	Perform IP phone test	Not Quoted
	Perform network continuity test	Aviat
	Perform provision element manager test	Not Quoted
	Perform 12-hour BER test on primary side	Aviat
	Perform 12-hour BER test on standby side	Aviat
Traffic/RF cutover:		
	Provide technical personnel familiar with existing equipment and cutover plan	Customer
	Schedule cutover of all complete traffic immediately following installation	Aviat and Customer
	Transfer circuit wiring	Aviat
	Verify integrity of circuits being cutover	Customer
	Perform RF cutover	Not Quoted
	Perform traffic cutover	Customer
Final site acceptance procedure:		
	Notify all parties involved of site completion	Aviat
	Perform site installation inspection	Customer
	Complete indoor quality checklist	Aviat
	Complete tower quality checklist	Aviat
	Submit final punch list of all deficiencies to be corrected to Aviat	Customer
	Identify all critical punch list items	Customer
	Review, agree and sign off on final punch list	Aviat and Customer
	Sign off on Aviat Networks site installation checklist form	Customer
Final system acceptance procedure		
	Sign off on Aviat Networks field acceptance test results	Customer
	Resolution of Customer vendor issues affecting completion or project	Customer
	Sign off on Aviat Networks installation completion report	Customer
	Sign off on project acceptance based on acceptance criteria of project	Customer



	Issue final invoice for services upon acceptance of the system	Aviat
	Provide as-built drawings for Aviat provided equipment	Aviat

**3.5. Aviat Networks Installation, Integration, & Testing Deliverables**

- Site Installation Completion Report
- Quality Checklists
- System Installation Completion Report
- Field Acceptance Test Report (completed)
- Punch List Completion Report
- As-built Record Sets

Refer to **Appendix F** for further details regarding the installation, integration, and testing services.

## 4. Equipment Decommission

### 4.1. *Decommission Services*

Tower	Not Quoted
Antenna system	Aviat
Transmission line	Aviat
Pipe mount	Not Quoted
Radio rack	Not Quoted
DC charger rack	Not Quoted
Battery	Not Quoted
Leave decommissioned equipment at the site	Aviat
Transport decommissioned equipment to customer warehouse	Not Quoted
Dispose decommissioned equipment	Not Quoted



## 5. APPENDIX A: PROJECT MANAGEMENT

### Responsibilities

Aviat Networks will assign an Aviat representative to be the primary point of contact for this SOW (“Project Manager”) for the duration of the project. The Project Manager will work with NDOT to facilitate effective resource management, escalations, approval processes, scheduling, communication, and reporting with Aviat engineers and other designated vendors as needed. The Project Manager is responsible for maintaining control of the project and assuring compliance with the project and Customer specifications. Aviat Networks will not be responsible for the resolution of NDOT vendor issues affecting the completion of the project. Any documentation and standards not listed in this SOW will default to Aviat Networks standards, where applicable.

Although face-to-face communication and on-site meetings with NDOT are essential elements of the service, some activities that do not require face-to-face contact will be performed in the Project Manager’s Aviat Networks office in order to reduce travel and living costs. These activities are at the discretion of the Project Manager. Refer to section 2.1.2 for a full list of Project Management responsibilities.

### Project Schedule

The project schedule for Aviat engineers, Aviat sub-contractors, and for NDOT’s supporting vendors will be developed (or updated if a schedule is included with this proposal) and maintained in Microsoft Project and will identify project deliverables, key milestones, resource assignments, and track project progress against each milestone. NDOT and Aviat Networks agree to collaboratively review and agree to the project milestones and deliverable dates prior to the execution of any services on the project. A copy of the project schedule will be available upon request in .pdf or .mpp format.

It will be the responsibility of NDOT to track and deliver against all NDOT internal (including NDOT sub-contractors) milestones. The overall project plan generated by the Aviat Networks Project Manager will show major deliverable milestones, but not internal milestones of NDOT or their contractors. Tracking of NDOT and NDOT’s contractor internal milestones will remain the responsibility of the NDOT.

### Communications Plan

Establishment of a communications plan will be done in accordance with the principles of project management established by the Project Management Institute (PMI®) unless otherwise agreed to. The plan will involve representatives from Aviat Networks and NDOT and any other entities as mutually agreed between the parties for project kickoff meetings, periodic progress meetings, or problem escalations as needed. The plan will include the location and frequency of any such meetings, the format for formal communication and meeting minutes, attendee or distribution lists with contact details, methods of communication, and escalation and management level lists.

NDOT will make appropriate staff available for regular consultation and meetings with the Aviat Networks Project Manager. Customer’s failure to attend regular meetings or respond to Aviat Networks questions in a timely manner could result in a delay of the project deliverables and a billable change order.

### Change Management Plan

Establishment of a change management plan will be done in accordance with the principles of project management established by the Project Management Institute (PMI®) and will include confirmation from Aviat Networks and NDOT’s understanding of the process. Each party will work closely with the other to manage any scope changes through the term of the project and understand their impact on the project performance from a cost, quality, and schedule perspective. Any such change may be subject to a change order fee and will be communicated to NDOT prior to the implementation of the change. Any change order approvals will be submitted in writing. Refer to section 1.2 and Appendix B for more details on change orders.

### Quality Standards and Procedures

Quality standards and procedures documents will be provided by NDOT prior to execution of this SOW. If no documentation is provided by NDOT prior to execution of this SOW, the standards and procedures will default to Aviat Networks best practices guide.

### Resource Management Plan

Establishment of a resource management plan will be done in accordance with the principles of project management established by the Project Management Institute (PMI®), identifying principle team members by function, including backup resources (if required).

### Closeout Activities

During the project closeout, all quality photos will be reviewed, completion documents will be signed with no exceptions, RMA completed, and final billing and invoicing released. It is recommended that NDOT provide Aviat Networks with performance feedback during this time to promote continuous improvement within Aviat Networks.

### NDOT Responsibilities

NDOT shall:

- Provide details of NDOT’s principle team members by function during the project kickoff meeting.
- Provide details of NDOT’s single point of contact for Aviat during the project kickoff meeting.

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- Provide all other relevant documentation or resources to assist in gathering information not stated in this SOW.
- Provide access to sites, shelters, buildings, enclosures, facilities or any other areas as required.
- Provide updates as necessary of any site readiness issues to be resolved prior to start of work. This includes, and is not limited to, permitting, leasing, zoning, insurance, etc.
- Provide security clearances and/or escorts as required for field survey and installation activities.
- Provide access to pertinent databases, planning requirements, including strategic plans, expansion scenarios, growth projections, introduction of new services and wireless technology.

Deliverables

Refer to section 2.1.3 for a full list of Aviat Networks project management deliverables.

## 6. APPENDIX B: NETWORK ENGINEERING

### Microwave System and Network Design

The Aviat Networks representative who oversees the network (“Network Engineer”) will provide the overall technical direction of the system design and will work with NDOT to insure system integrity, verify that all sub-systems and Aviat Networks furnished OEM equipment is compatible, and that the desired performance of the system is realized.

The network design portion of the project consists of three phases:

1. Preliminary design
2. Final design
3. Design freeze

### Preliminary Design Phase

During the preliminary design phase, the Network Engineer will gather data to establish the design criteria and any special Customer requirements that need to be incorporated into the final design. The Network Engineer will review and translate the system configuration into specific hardware requirements. Equipment selection will be based on the requirements, input and requests from NDOT, functionality of the equipment, and recommendations from the Network Engineer. Aviat Networks will provide NDOT with a summary of the preliminary system design prior to commencing field surveys. All preliminary designs are subject to change. Changes can include, but are not limited to changes based on:

- Survey results.
- Vendor shortages or long lead times.
- Customer requests.
- Engineering recommendations.

### Design Finalization Phase

After receipt of the order and the project kickoff meeting, Aviat Networks and NDOT enter into the design finalization phase. During this phase, the Network Engineer will incorporate any required changes stemming from the path and/or site surveys into the design and confirm the final design details. Changes can include but not limited to:

- Antennas (types, sizes, models, quantities, and mounts).
- Waveguide (types and lengths), waveguide accessories and dehydrators.
- Power systems, cabling, and other material that could not be finalized prior to conducting the field surveys.

During this phase, NDOT may also request changes to the system design if the changes fall within the original scope and hours of the projects. Any changes outside of the original scope or agreed schedule are subject to review and acceptance by Aviat Networks to determine the impact and cost on the overall project.

Aviat Networks will provide a formal submission detailing the final system design and equipment list and highlight changes needed to the preliminary design. NDOT shall review the data and schedule a meeting, if necessary, to discuss any concerns. If no concerns are noted, it is NDOT’s responsibility to approve the final design in writing (email is acceptable) before the design is frozen and equipment is placed on order (unless otherwise agreed to in this SOW or with the Project Manager). Any delay in the approval of the final design could result in a delay in material delivery to the field. This might require a review by NDOT and Aviat Networks of the project schedule and deadlines.

### Design Freeze Phase

As part of the Design Finalization Phase, a date will be set for the design freeze at which the final design and all changes must be approved and accepted by both parties. Following the design freeze, the Bill of Materials and documentation will be submitted to Aviat’s factory and the system will be scheduled for manufacturing. The Network Engineer will concurrently review all design documents and finalize any traffic plans, NMS plans, synchronization plans, traffic cutover requirements, as well as any special factory and field acceptance testing requirements for the project. During the Design Freeze Phase, the design is frozen and no further changes to the system design will be accepted without a formal change order and reevaluation of the project and delivery schedules. Refer to the project schedule for details on the planned start and finish dates for each of these phases.

### Deliverables

Refer to section 2.2.3 for a full list of Aviat Networks design deliverables.

- The equipment list refers to the final bill of material (“BOM”).
- The design freeze package refers to the final path calculations, path profiles, rack profile and system drawings, traffic plans, IP plans, NMS plans, synchronization plans, and/or DC power calculations.

## 7. APPENDIX C: TRANSMISSION ENGINEERING

### Microwave Path Design

The Aviat Networks representative who oversees transmission (“Transmission Engineer”) ensures the delivery of the best possible network solution by providing the technical direction for the over-the-path RF performance of Aviat Networks system implementation. All microwave paths designs are preliminary, pending final path surveys and frequency coordination. This includes:

- Antenna selections, antenna centerlines, and antenna mounts.
- Total transmission line lengths.
- Path calculations and profiles.
- The size, type, quantity and configuration of each component.

Equipment proposals are simply a reflection of these preliminary designs and subject to change. It is further understood that any changes to existing or proposed antenna centerlines could justify the need for tower stress analysis or, if modification is impractical, construction of a new tower. Any such requirements will be the responsibility of NDOT unless otherwise stated in the Agreement.

In the event that NDOT elects not to use Aviat Networks to perform path surveys, the performance of the microwave system will not be guaranteed by Aviat Networks and it will be up to NDOT to resolve any path reliability or obstruction issues. Refer to the [Warranty of Path Engineering Services](#) section below for further detail.

In the event that Customer selects Aviat Networks to perform the path surveys, a formal submission detailing the results of the path survey and highlight changes needed to the preliminary design will be submitted to NDOT. It is expected that NDOT review the path survey data and schedule a meeting, if necessary, to discuss any concerns or alternate means of providing path continuity/system reliability. If no feedback is received from NDOT before the final system design approval, Aviat Networks will assume NDOT’s acceptance of the survey data, and will immediately proceed with frequency coordination (if applicable).

### Microwave Path Survey, Frequency Planning and Licensing

The microwave path survey shall include the following services:

- Identify geographical location of sites and antenna, waveguide length and tower requirements.
- Verify path clearance objectives for each of the paths from existing or new tower locations.
- Document obstruction, critical points, and reflection points in each of the paths.
- Verify tower coordinates and site elevations.
- Establish coordinates and height requirements for new towers, as needed for governmental agency registration and licenses filed by NDOT.
- Confirm antenna centerlines and waveguide length requirements. Catalog antennas on the existing structures noting any space limitations in the survey report. An Aviat engineer will review the tower for new antenna design space limitations specific to this project only but will not perform a complete tower audit.
- Perform frequency coordination based on available FCC records to reduce the potential for interference between internal or external radio sources on a given system or network.
- Aviat Networks, upon receipt of NDOT’s authorization, will prepare the FCC License Application Form 601 with the appropriate technical data. Information such as site location, radio type, and frequency will be listed. Aviat Networks will complete and submit the Construction Complete Form 601 on line via FCC Universal Licensing System (“ULS”).
- File Antenna Structure Registration (“ASR”) form for towers over 200 feet.

The results of the survey will be utilized by Aviat Networks for preparation of final performance calculations, frequency coordination, government licensing, and tower registration requirements. In the event where Aviat Networks will not be performing the path survey, NDOT shall provide all the documents needed for Aviat Networks to complete the frequency coordination, licensing, and final system design. Aviat Networks will not be held accountable for validating the accuracy of the information provided by NDOT and assumes no responsibility in any inaccuracies of any part of the path engineering based on the information provided by NDOT or any contact affiliated with NDOT. Any corrective action required as a result of this will be billed to NDOT as a billable change order.

### Survey Procedures

Preliminary path profiles are drawn based on the supplied site coordinates and contour information extracted from the best available topographic mapping. A field site survey is conducted to verify site coordinates and elevations based on North American Datum 1983 (“NAD83”) and gather information related to the proposed radio equipment and antenna locations, site access, and site development constraints. A field path survey is then conducted to verify path profile elevations, measure all natural and manmade potential obstructions and assess the reflective potential of all natural and manmade surfaces. Antenna centerline heights were calculated for the proposed frequency band by applying suitable clearance criteria based on the propagation characteristics of the geographic area. The path survey report is considered to be a representation of the information gathered in the field and as such, reflects a snap-shot in time at the time of the survey. It is not intended to show the final as-built configuration if any of the parameters were changed or updated after the survey report has been released.

Path calculation sheets are then generated for each hop, based upon the recommended centerline heights. Antenna sizes and the choice of propagation protection diversity are chosen to meet the required fade margin and the desired path propagation reliability. Propagation outage and reliability calculations are based on the Vigants model (ref. “Space Diversity Engineering”, BSTJ, 1/75).

### Design Criteria

Path clearance criteria must be established for each path on the basis of total system performance objectives, economic considerations, and careful analysis of local atmospheric conditions derived from published climatological data, where available, and reported microwave transmission experience pertinent to the area. Antenna heights much greater than actually needed cause an unwarranted increase in system cost, and on paths with significant ground reflections, this can increase the exposure to multipath and ground reflection signal fading. It is desirable to locate the antennas high enough so that even under severe super-standard atmospheric refractive conditions (surface ducting) there is adequate clearance such that signal entrapment does not significantly degrade the fade margin of the path or generate excessive multipath fade activity. The choice of clearance criteria for a microwave path is a balance between cost and performance.

The path clearance criterion as applied to a given geographic area is a function of the degree and direction of atmospheric beam bending and can conveniently be defined by the equivalent earth radius K factor:

$$K = \frac{\text{Effective Earth's Radius}}{\text{Actual Earth's Radius}}$$

The median propagation value of  $K = 4/3$  allows the normal microwave horizon to be slightly extended when compared to the optical horizon; however, under certain meteorological conditions (for example, during nighttime super-refractivity usually associated with temperature inversions) the value of K increases to 2 or greater for periods of several minutes to several hours. This increases the path clearance and results in the heavy multipath fade activity seen on some reflective paths and antenna decoupling power fading on others.

### Clearance Criteria

The criteria used to design a radio path in regions where the C-factor is equal to or less than 1:

- Main to Main:
  - 100% first Fresnel zone radius over  $K=4/3$ , or
  - 60% first Fresnel zone radius over  $K=1$ , whichever is greater
- Main to Diversity:
  - 60% first Fresnel zone radius over  $K=4/3$  (Not Applicable)

The criteria used to design a radio path in regions where the C-factor is greater than 1:

- Main to Main:
  - 100% first Fresnel zone radius over  $K=4/3$ , or
  - 30% first Fresnel zone radius over  $K=2/3$ , whichever is greater
- Main to Diversity:
  - 60% first Fresnel zone radius over  $K=4/3$  (Not Applicable)

### Microwave path performance calculations and warranties

The microwave path design models most frequently employed within the industry (e.g., Vigants, and ITU-R P-530) provide a reasonably accurate (and therefore usually guaranteed) estimate of the cumulative time a path will be out of service due to random atmospheric multipath fading under normal atmospheric conditions. **These models do not (and cannot) accommodate abnormal, unusual, anomalous, or otherwise unpredictable conditions of weather or atmospheric refractivity.**

### Microwave frequency engineering/inter-system interference analysis

Aviat Networks will partner with Comsearch, a CommScope company, to provide cost-effective frequency planning and FCC licensing services for radio communications systems (if required). The planning software used, considers specific operating parameters of both the proposed microwave system and the environment microwave systems (license and proposed) to properly consider the interference potential of the new path or system. Parameters and data elements incorporated into the modeling include, but are not limited to:

- Antenna type, antenna height, elevation, antenna radiation pattern
- Receiver filter performance
- Terrain
- Radio modulation
- Path orientation
- Receiver threshold

These elements are required to accurately predict specific interfering levels into and from the existing microwave systems. The accuracy of the calculations is ensured by real-time maintenance of the Comsearch point-to-point microwave, earth station, radio equipment, antenna, interference objective, and contact database.

### Microwave frequency selection

The interference analysis performed on the microwave system identifies available frequencies considering existing and proposed systems found in the Comsearch database. When applicable, an analysis of the systems in the adjacent bands can be done to ensure the microwave system does not receive unwanted threshold degradation. In bands shared with satellite systems, an analysis of

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potential interference with earth stations and with the geo-stationary satellite orbit can also be done. Additionally, co-located or nearby transmitters already licensed in the required frequency band can be identified in order to reduce the possibility of “bucking” an existing high/low frequency plan that could increase the possibility of receiver overload or reflective interference from a nearby system.

#### Microwave frequency coordination and FCC licensing

The majority of microwave bands subject to FCC Rule Part 101 require prior coordination with existing licensees. Aviat Networks will partner with Comsearch to perform the frequency coordination and FCC licensing on behalf of the Customer (if required). The procedure will include notification of the technical parameters of the proposed system to all existing and proposed licensees in the area and frequency band of operation. Frequency coordination will also be performed with Canadian and Mexican authorities in border areas when necessary. By FCC rule, recipients are given 30 days to respond, or in some cases an expedited response can be requested.

Upon completion of the prior coordination process, documentation required to satisfy FCC Rule Part 101.103 (d) can be prepared on behalf of the Customer. This will include any necessary exhibits, including supplemental showings required upon submittal of the requested license application. The FCC filing process includes:

- Filing of the FCC Form 601 microwave application upon written approval from Customer and providing an electronic copy of the application to Customer via email.
- Tracking the status of the application until the license is granted by the FCC. Amendments will be handled expeditiously on behalf of Customer for any questions or concerns from the FCC.
- Email notifications to the licensee when the license is granted by the FCC.
- Filing of the required completion of construction notification with the FCC upon written approval from the licensee and notification of the filing via email.

#### Special Considerations

On all microwave radio paths traversing urban areas there exists the possibility of multiple on- and off-path structural reflections which generate long-delayed echoes, as well as terrain scatter RF intra- and inter-system interference. Long delayed, low-level echoes have no effect on digital radio performance; however, the terrain scatter mechanism cannot be accurately predicted nor precisely measured without an extensive and expensive field trial. Consequently, this mechanism is specifically excluded from all current industry-wide path survey and frequency coordination performance guarantees.

The structure supporting the microwave antenna can take many forms. The antenna is most often mounted on a tower but can be mounted on a variety of structures such as roof tripods, penthouse wall, wooden telephone pole, or metal monopole. It is recommended that Customer conduct a structural analysis of the support structure to determine if the structure will support the additional loading imposed by the antenna and its mount. The structure must also meet the twist and sway requirements per EIA/ANSI 222G.

#### Site Access

Access to work sites will be made available by NDOT for a minimum of 10 hours per day, 5 days per week or per the agreed schedule in the project plan. All roads leading to work sites shall not require more than a 4-wheel drive vehicle unless stated otherwise and agreed to by both NDOT and Aviat Networks. Any delays or additional cost caused by poor road conditions or site access issues not discussed prior to the start of the surveys will be billed to NDOT as a billable change order and could have a negative impact on the project completion schedule.

#### FCC Rules for Filing Accuracy

CFR 47, Part 1.929 specifies that filing accuracy for site coordinates shall be (+/-) 1” latitude and longitude, and for ground elevation (+/-) 1 meter (3.28 ft.). Part 1.929(k) (covering modification of FCC licenses) specifies that any change in site coordinates >5” latitude or longitude shall require prior authorization and re-coordination. Therefore, wherever our survey results deviate more than (+/-) 5” latitude or longitude, or more than +3.28 ft. site elevation, frequency re-coordination will be recommended.

#### Terms and Conditions

When Aviat Networks performs reliability calculations or path studies (path profiles from mapping or digitized data only) based solely on information supplied by or on behalf of the Customer, these calculations and studies are provided solely for budgetary purposes and shall not be construed as or be used for an installable design.

When conducting a path survey, Aviat Networks will verify site coordinates and ground elevations, and record trees and man-made fixed obstructions on the path. This information will be recorded on the profile for that particular path. Aviat Networks will assign an appropriate growth factor to tree heights.

When Aviat Networks performs frequency planning based, in part or its totality, on data provided by the Customer at the time of the study, Aviat Networks will not be responsible for any interference case that might arise due to errors or omissions in such data. As the usage of microwave bands increase and there is more sharing with satellite services, it may be necessary to perform frequency interference studies and additional path surveys (to determine blockage) to alleviate the possibility of interference from satellite earth stations.

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#### Warranty of Path Engineering Services

Aviat Networks warrants that the installed radio communication path will conform to Customer's multipath performance reliability objectives when Aviat Networks has performed the path survey, recommended the path design, and implemented such recommendations. This warranty is for a period of fifteen (15) months from the date of the survey or one (1) year from the date of installation of the microwave path, whichever expires first. All Aviat Networks field activities and path propagation analysis will utilize current hardware, software, engineering practices and judgment with the goal of meeting normal Path Loss, as defined in TIA/EIA Standard RS-252-A.

Aviat Networks is not responsible for paths that it does not survey, nor for changes in path design beyond those specifically allowed in the path survey report or in writing after the field survey is completed, including but not limited to:

- Any change in path design;
- Any movement in site locations;
- Any building or other structure built on-path after date of survey;
- Any disturbance of the terrain which may cause blockage or reflection;
- Any additional frequency interference source;
- Any change of available antenna mounting space on tower.

Any one of these changes listed will nullify the warranty, and the Customer shall in such case bear the total cost of determining that such change was the cause.

Aviat Networks will not be responsible for degraded path performance when such degradation is due to such anomalous propagation conditions as:

- Long-term loss of fade margin due to antenna decoupling misalignment caused by widely-varying k-factor changes;
- Long-term loss of fade margin due to atmospheric boundary layering ("ABL") causing wave front defocusing (beam spreading), signal entrapment (blackout fading), ducting, and other such occurrence.
- Excessive rain outage rates beyond the published crane and/or chart data used in the calculation;
- Degradation resulting from certain types of multipath interference attributed to unidentifiable off-path terrain features or structures;
- Any other technological or atmospheric condition not foreseeable through the exercise of prudent engineering knowledge and judgment.

Additionally, Aviat Networks will not be responsible for degraded path performance when:

- Non-Aviat Networks radio equipment is installed on a surveyed path;
- Aviat Networks radio equipment is not installed by Aviat Networks;
- Existing antenna and waveguide system is used without test and inspection performed by Aviat Networks.

Aviat Networks designs the microwave path based upon engineering practices and standards common to the industry. When path loss or reliability objectives are not achieved, Customer's sole remedy, and Aviat Networks' exclusive liability in connection with path engineering, shall be that Aviat Networks will provide incremental labor and material to optimize the antenna system to meet the requirements created during initial installation.

Where anomalous propagation is suspected in an installed microwave path, Aviat Networks will work with the Customer to obtain reasonable evidence that such condition exists. The total retroactive costs for such study shall be the responsibility of the Customer, and Aviat Networks will provide in-office engineering support at Customer's expense. The cost of relocating towers, antennas, passive reflectors, or other measures required to remedy this type of problem shall solely be the responsibility of the Customer.

#### Deliverables

Refer to section 2.3.3 for a full list of Aviat Networks path design deliverables.

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## Limitations

THE LIMITED WARRANTY CONTAINED IN THIS SOW CONSTITUTES AVIAT NETWORKS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE MEDIA OR LICENSED PROGRAMS. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER'S EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY AVIAT NETWORKS WARRANTY. THE TOTAL LIABILITY OF AVIAT NETWORKS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SOW.

ANY WARRANTY CLAIM NOT SENT TO AVIAT NETWORKS IN WRITING DURING THE APPLICABLE WARRANTY PERIOD IS WAIVED BY CUSTOMER. REPLACEMENT EQUIPMENT, SERVICES, SOFTWARE MEDIA AND LICENSED AVIAT NETWORKS PROGRAMS ARE WARRANTED ONLY FOR THE BALANCE OF THE UNEXPIRED PORTION OF THE ORIGINAL WARRANTY PERIOD, IF ANY.

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL AVIAT NETWORKS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST SAVINGS, OR LOST OR CORRUPTED DATA, OR (C) LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY EVEN IF AVIAT NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY).

IN NO EVENT SHALL AVIAT NETWORKS' TOTAL LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE LESSER OF ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED UNDER THIS SOW.

THIS SECTION SHALL SURVIVE THE TERM OR EXPIRATION OF THE AGREEMENT. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR MISUSE OF THE EQUIPMENT OR LICENSED PROGRAMS, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE.



## 8. APPENDIX D: PROJECT ENGINEERING

### Microwave Site Design

The Aviat representative overseeing implementation (“Project Engineer”) will perform field site surveys to verify that telecommunications equipment can be installed, powered and commissioned effectively at each site, antennas, waveguide and accessories can be connected to radios (towers, shelters and buildings), and Customer traffic, alarms and dehydrator lines are fully engineered.

### Microwave Site Survey

The microwave site survey is intended to gather data and identify the gap(s) between the site’s present state and the site readiness for equipment installation, document any visible issue with the existing infrastructure and equipment that would pose a quality or safety issue during installation, gather environmental data and requirements for telecommunication equipment to function properly (including but not limited to HVAC, temperature, humidity, the general state of the facility as well as seismic evaluation and compliance if required), record flooring, ceiling, racking data and requirements to mount new equipment (including floor plans, relay rack profiles, aisle numbering plans, and ceiling hangers, ladders, and anchor materials required to meet quality and safety standards.

The survey is also intended to record AC, DC, grounding (as is and to be), and breaker assignments and ensure power and grounding standards are met, identify demarcation types and location between new and existing equipment as well as the type of termination and the details required to terminate to the Customer provided equipment, identify existing radio equipment (fixed and mobile) as well as their operating frequencies, record existing waveguide, dehydrator component and their associated cabling, identify all required or existing tower structures, mounting structures, antenna mounting types, waveguide ladder systems, entryway into telecom shelters, and energy sources.

The results of the survey will be published and released in a site survey report and will be utilized by Aviat Networks for preparation of final power calculations, waveguide requirements, field OEM requirements, installation specifications, field test plans, and traffic cutover plans. In the event where Aviat Networks will not be performing the site survey, NDOT shall provide all the documents needed to Aviat Networks to complete the site engineering and final system design. Aviat Networks will not be responsible for validating the accuracy of the information provided by NDOT and assumes no responsibility in any inaccuracies of any part of the site engineering and microwave site design when such design is based on the information provided by NDOT or any contact affiliated with NDOT. Any corrective action required as a result of this will be billed to NDOT as a billable change order.

### Site Access

Access to work sites will be made available by NDOT for a minimum of 10 hours per day, 5 days per week or per the agreed schedule in the project plan. All roads leading to work sites shall not require more than a 4-wheel drive vehicle unless stated otherwise in this SOW and agreed to by both NDOT and Aviat Networks. Any delays or additional cost caused by poor road conditions or site access issues not discussed prior to the start of the surveys will be billed to NDOT as a billable change order and may have a negative impact on the project completion schedule.

### Field Installation Management

Aviat Networks will manage the day-to-day activities of the field installation with support from NDOT to ensure the project remains on schedule as per the agreed project schedule.

### Deliverables

Refer to section 2.4.3 for a full list of Aviat Networks site design deliverables.

## 9. APPENDIX E: INSTALLATION, INTEGRATION & TESTING

The installation, integration, and testing services include design-supported methodologies, product expertise, and field-proven processes to help ensure a quality installation and testing of critical system paths and hardware so that the network performs according to its design. Aviat Networks will designate a primary point of contact to answer any NDOT questions, provide guidance, and address issues specific to this service.

This SOW is based on an Aviat Networks standard installation schedule of 10-hour days, 5 days per week. Aviat Networks will adjust this SOW for work week schedules outside of Aviat Networks' standard. Installation work performed during maintenance windows is not included in this SOW unless specifically identified. All work will be done in accordance with Aviat Networks' best practices guide.

### Scope

Delivery of this service will utilize the design documentation developed as part of the planning and design phase. Field crews will utilize this documentation to:

- Install antenna systems
- Install transmission lines
- Install outdoor microwave equipment, and components
- Perform antenna alignment
- Perform system integration
- Decommission existing radios and antennas
- Perform system testing

System implementation is predicated upon completion of civil construction and complete site readiness. Antenna, waveguide and equipment installation activities will be performed at the same time on a per-site basis. As part of the delivery of this service, Aviat Networks may choose to integrate equipment at the manufacturer's location to minimize onsite installation time and provide a common point for quality assurance inspections. If staging areas are utilized as part of the project, equipment and materials will be delivered from these facilities to site by the installation crews. ***It is recommended that NDOT provide maintenance technicians during any service affecting work.***

The successful completion of all installation, integration, and testing services are based on uninterrupted, contiguous-site installation and testing. Additional mobilizations are not included in the pricing and project schedule. If installation is delayed due to inclement weather, inaccessible sites(s), incomplete site preparation, or construction, the following charges may apply and will be billed to NDOT as a billable change order:

- Standby time for antenna installation teams will be charged at a rate of \$950 per person per day.
- Standby time for radio teams will be charged at a rate of \$1,250 per person per day.
- If re-mobilization of the installation crew is necessary, then a two-week advance notice is required.
- Re-mobilization will be billed on a time-and-expenses basis.
- Service costing assumes use of 4-wheel drive vehicles for all project related vehicles. Additional requirements such as ATVs may require additional service costs.
- If the field crew(s) is required to work out of contiguous sequence due to conditions beyond the control of Aviat Networks, a charge equal to one day for each crew person will be assessed to the Customer for each occurrence.

### Site Access

Access to work sites will be made available by NDOT for a minimum of 10 hours per day, 5 days per week or per the agreed schedule in the project plan. All roads leading to work sites shall not require more than a 4-wheel drive vehicle unless stated otherwise in this SOW and agreed to by both NDOT and Aviat Networks. Any delays or additional cost caused by poor road conditions or site access issues not discussed prior to the start of the installation, integration or testing services will be billed to NDOT as a billable change order and could have a negative impact on the project completion schedule.

### Site Services

All work permits, public agency approvals, leasing agreements, zoning permits or inspections required at each site, soil analysis, foundation design, civil documentation for existing shelters or towers, architectural blueprints, plot plans, structural analysis for new or existing antenna systems, location of all site boundaries and features (including locating and marking tower location, true North, property boundaries, paved areas, landscaping, fences and any other underground/overhead obstruction which could interfere with construction and access), and/or other related documentation for this project will be obtained, conducted, completed and made available to all parties involved prior to the start of any installation, integration or testing services. All other construction and installation work will be conducted in accordance with local city, county, state, and government laws and regulations.

All equipment including radios, antennas and racks will be stored by Customer in a secure location at the site or at a designated location. NDOT shall be responsible for the loss of any equipment, tools, or personal belongings from any secured location provided or monitored by NDOT.

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#### Installation

NDOT shall verify that each site is ready for installation and commissioning activities, including NDOT supplied equipment installation and power up prior to the start of any such services and shall be responsible for any delay caused or cost incurred due to sites not being ready, as stated in the project scope of this SOW.

An inspection will be performed with NDOT after completing the physical installation. Workmanship deficiencies will be noted on a punch list for immediate correction. This inspection is not intended to verify operation of the new system or suitability of components, but rather to inventory and document that all equipment and materials from the schedule of values are installed to acceptable workmanship quality standards. Site drawings will be reviewed and red-lined to reflect the installed condition.

#### Testing

Test crews will begin work immediately after installation is complete. Testing, based on a standard set of Aviat Network test cases, will be performed on all provided equipment to confirm configuration, operation and manufacturer's specifications. Test data will be recorded on field test sheets, by technical field personnel who will also be responsible for documenting test results and any changes made to the design documentation.

The test crews will be trained on the equipment and utilize test equipment to perform all tests. Test equipment will have valid calibration certifications, which can be verified prior to commencing any tests. It is recommended that NDOT take the opportunity to have their maintenance technicians witness or participate in field commissioning testing to gain on-the-job training and experience on the new system components.

Commissioning tests will consist of a set of standard Aviat Networks test cases and include turn-up and performance verification tests and circuit tests to verify end-to-end continuity and equipment operation as well as any other tests documented in the field acceptance test plan. The field acceptance test plan shall be approved and agreed to by Aviat Networks and NDOT prior to test execution. Test results will be recorded on field test data sheets and submitted to NDOT. Refer to the field acceptance test document for details on the test to be performed.

System tests will be performed on a logical section/loop of the system. The system tests will be designed to demonstrate performance and functionality of system features as-well as end-to-end operation of individual circuits/services. System test results will establish benchmark system performance and operation prior to cut-over and acceptance. The test data sheets prepared during commissioning and system testing will become the base line document for maintenance and performance evaluation of the system over an extended period of time. NDOT will be required to review the commissioning and acceptance testing and results and red-lined drawings and provide approval of the data and authorization to proceed with cut-over activities.

#### Traffic Cut-over

All cut-over activities will be the responsibility of NDOT.

#### Safety

The health and safety of all individuals, whether in the field, plant or office, takes precedence over all other concerns. Management's goal is to prevent accidents and to reduce personal injury and occupational illness and comply with all safety and health standards. A code of safe conduct is important to the efficiency of operations. To the greatest degree possible, NDOT will provide physical safeguards required for personal safety and health in keeping with the highest standards. Aviat Networks requires a written report from Customer for all accidents and incidents, no matter how small.

Safety and first aid material and supplies will be provided to all Aviat Network construction and installation personnel or made available at each site for the duration of this project. All safety and first aid material will be stocked at acceptable levels and will have not exceeded the expiration dates where applicable. NDOT will be responsible for providing Aviat Networks with the location and phone numbers of all local emergency agencies.

#### Deliverables

Refer to section 4.5 for a full list of Aviat Networks installation, integration, & testing deliverables.

## 10. APPENDIX F: ASSUMPTIONS & EXCLUSIONS

The following assumptions will govern the delivery of the project management service:

- This SOW and associated pricing is based on NDOT completing all items set forth in this SOW as being NDOT responsibility to ensure site readiness.
- Any inaccuracies in FCC data may drive additional services costs during field implementation. In addition, any other troubleshooting tasks related to frequency interference issues that are not directly attributable to Aviat Networks are subject to additional service fees at rates defined in this SOW.
- All equipment interconnections or termination points, unless specified otherwise, are estimated to be fifty (50) feet. This project does not include any cabling between buildings, rooms, or floors, unless specifically identified in this SOW.
- Customer provided construction drawings will have sufficient details for Aviat engineering to order antenna mounting or any other related material required. Any re-engineering to provide correct mounts or material required by Aviat Networks may increase cost to NDOT.

Unless otherwise stated in this SOW, the services provided by Aviat in this SOW shall be subject to the following terms:

- Aviat shall not be responsible for managing NDOT project responsibilities and deliverables.
- This SOW is a listing of roles and responsibilities to be provided by Aviat Networks. Aviat Networks shall not be responsible for the condition of existing equipment or the deficiencies of non-Aviat Networks provided labor. Only the labor addressed in this SOW shall be provided by Aviat Networks.
- On-site technicians will decline any NDOT request for work outside the scope of work defined and agreed upon in this SOW unless it is addressed in a change order.
- Aviat Networks proprietary documentation used by service delivery teams to perform this service is not available to NDOT.
- Aviat shall not provide proprietary information on methods, procedures, or tools to perform the services in this SOW.
- Aviat shall not perform any and services that are not specifically described within this SOW as being provided by Aviat Networks.
- Aviat Networks will not be responsible for the resolution of other vendor issues affecting the completion of the cutover. Aviat Networks can provide guidance and support to NDOT in resolving interoperability issues, where applicable.
- Aviat shall not repair equipment not in the engineering drawings. Equipment requiring repair that is not included in the engineering drawings but is still under warranty must follow Aviat's repair and return procedures.
- Additions or changes to ironwork, cable racks, or fiber ducts are not included and can be quoted separately after site visit information is collected
- AC power drop wiring within three (3) feet of DC power plants is excluded, unless specifically quoted



## **11. APPENDIX G: FIELD CHANGE ORDER PROCEDURE**

Any change to the proposed system configuration, the number of sites, type of equipment, type of services or project responsibilities, or any other change to this SOW will be considered as a change in scope and will be subject to the following process:

- The Customer or Aviat Networks identifies a change of project scope of work.
- Aviat Networks Project Manager or Network Engineer will submit a proposed field change order authorization or an amendment to this SOW containing documentation of the proposed additional activity and an additional cost.
- An authorized Customer representative shall review and approve the field change order authorization or the amendment to this SOW in writing prior to changes to the scope of work being started.



860 N McCarthy Blvd., Suite 200  
Milpitas, CA 95035  
408-941-7100

## CHANGE ORDER FORM

**NDOT**  
**NA190819-42214**

This amendment hereby modifies and amends the Statement of Work ("SOW") between Aviat, U.S., Inc. ("Aviat Networks") and NDOT ("Customer") entered into on [insert SOW effective date here] as follows:

The following products and services are hereby <added/deleted> to the SOW at the specified prices. All other terms and conditions of the SOW remain unchanged.

Customer:	NDOT	Contract #:	
Phone:		Contract Date:	
Fax:		Change Order #:	
Email:		Aviat SO #:	

Line #	Description	QTY +/-	Unit Price	Ext Price +/-
1				
2				
3				
4				
5				
6				
7				
8				
9				
			Subtotal Booking	\$
			Tax (as applicable)	\$
			Freight	\$
			Other	\$
			<b>TOTAL THIS CHANGE</b>	<b>\$</b>

Aviat U.S., Inc.		NDOT	
Approved By:		Approved By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	



## 12. STATEMENT OF WORK SIGN-OFF

**NDOT**  
**NDOT Two links of CTR8540/ODU600**  
**NA190819-42214**

Aviat Networks and NDOT agree that this SOW will govern the scope, roles, and responsibilities associated with the delivery of this project.

The parties also agree that material changes to the project scope or deviations from the assignment of responsibilities between Aviat Networks and NDOT shall require a change order or amendment to the project schedule.

Aviat U.S., Inc.		NDOT	
Approved By:		Approved By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	



**13. PROJECT COMPLETION SIGN-OFF**

Complete one page for every site.

**NDOT**

**NA190819-42214**

<Site Name>

<b>Equipment:</b>

The Aviat Networks supplied microwave equipment has been completely installed and tested and has been accepted for traffic use with the following exceptions:

<b>Exceptions (use additional sheets if required):</b>

Please call Aviat’s customer service hotline at 1-800-227-8332 for service, equipment repair, training or miscellaneous sales or visit Aviat’s customer service website at <http://www.aviatnetworks.com>.

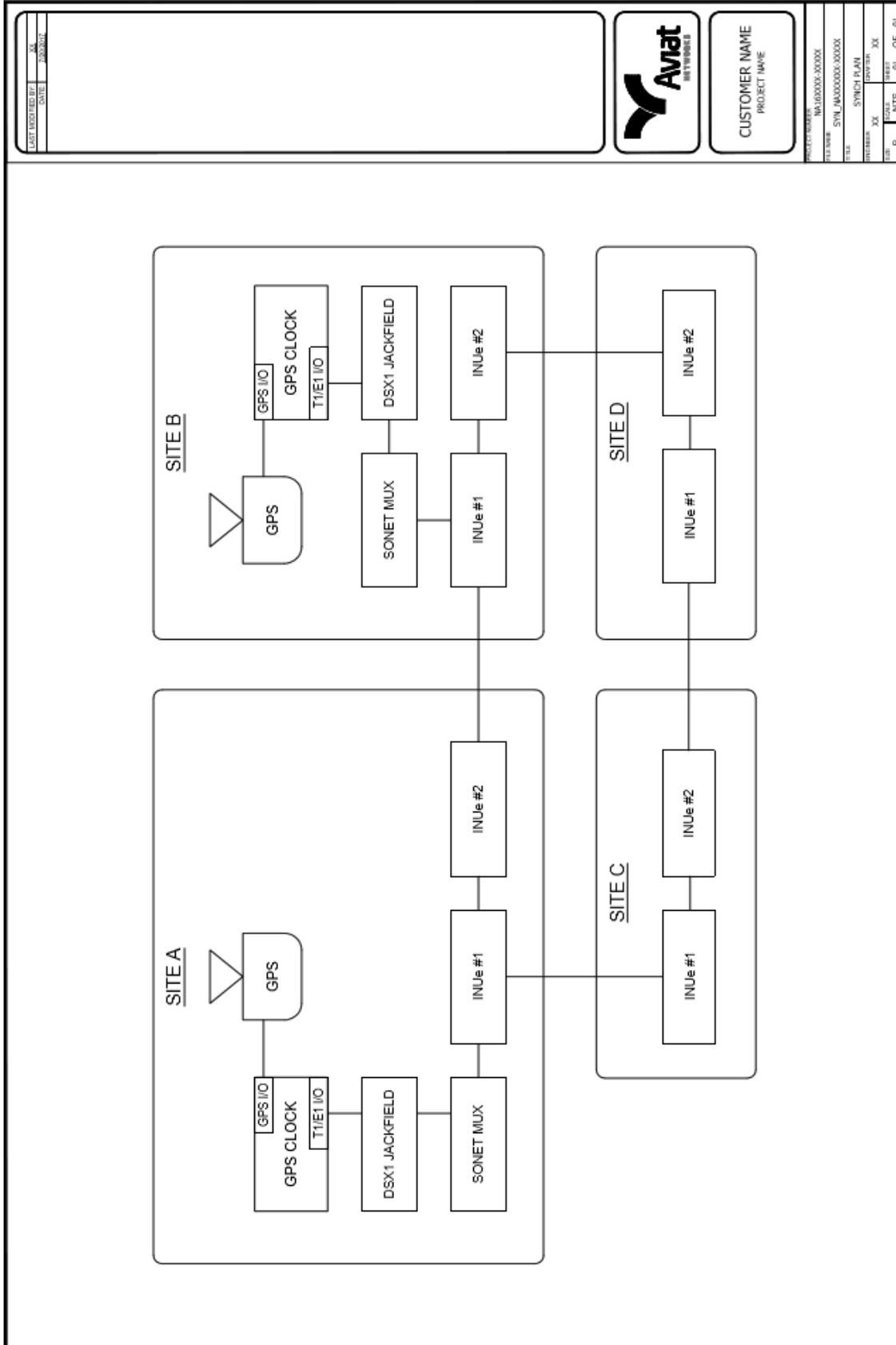
<b>Aviat U.S., Inc.</b>		<b>NDOT</b>	
Approved By:		Approved By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	



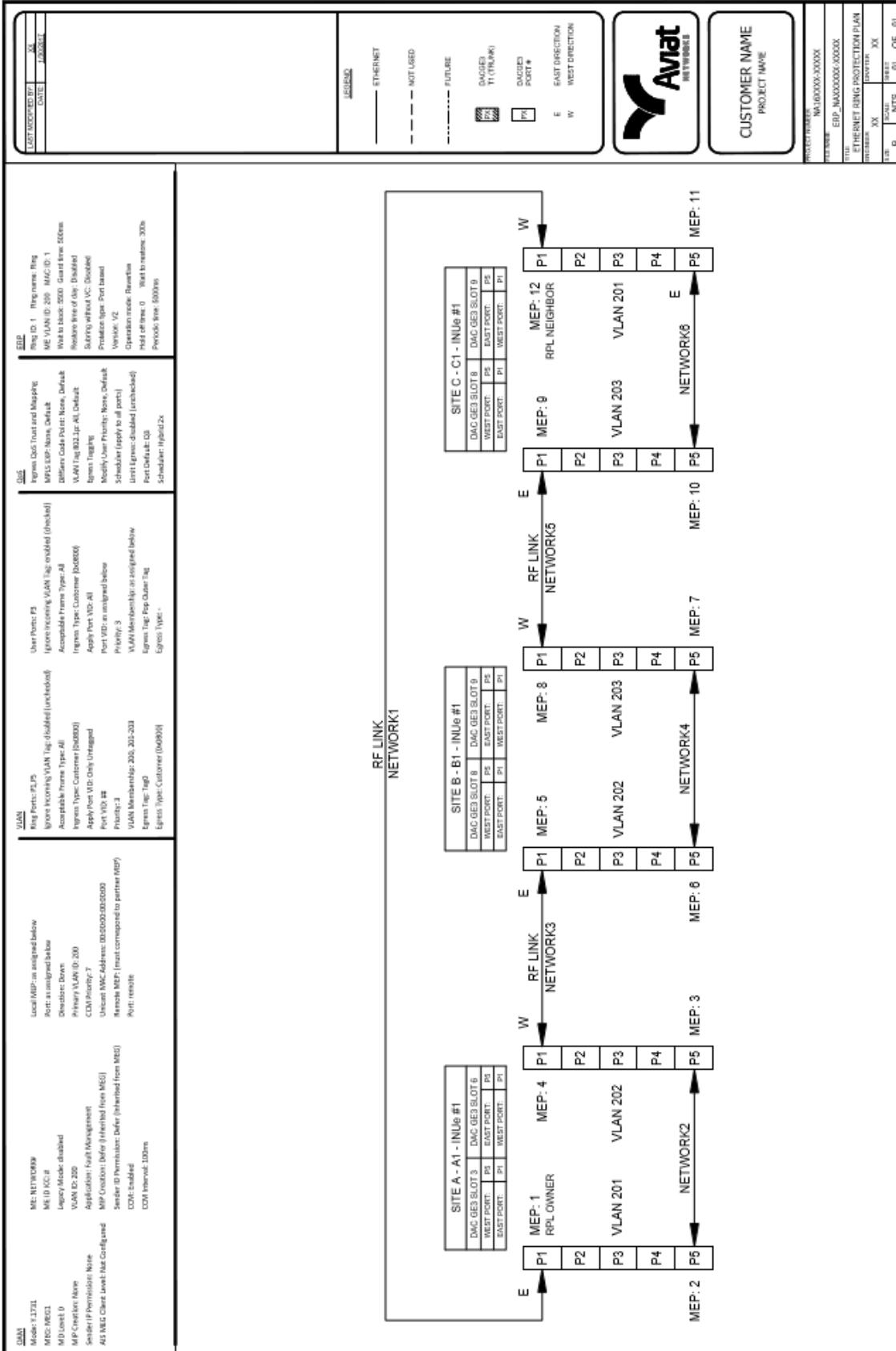


### 14. Aviat Standard Drawings

Synch Plan

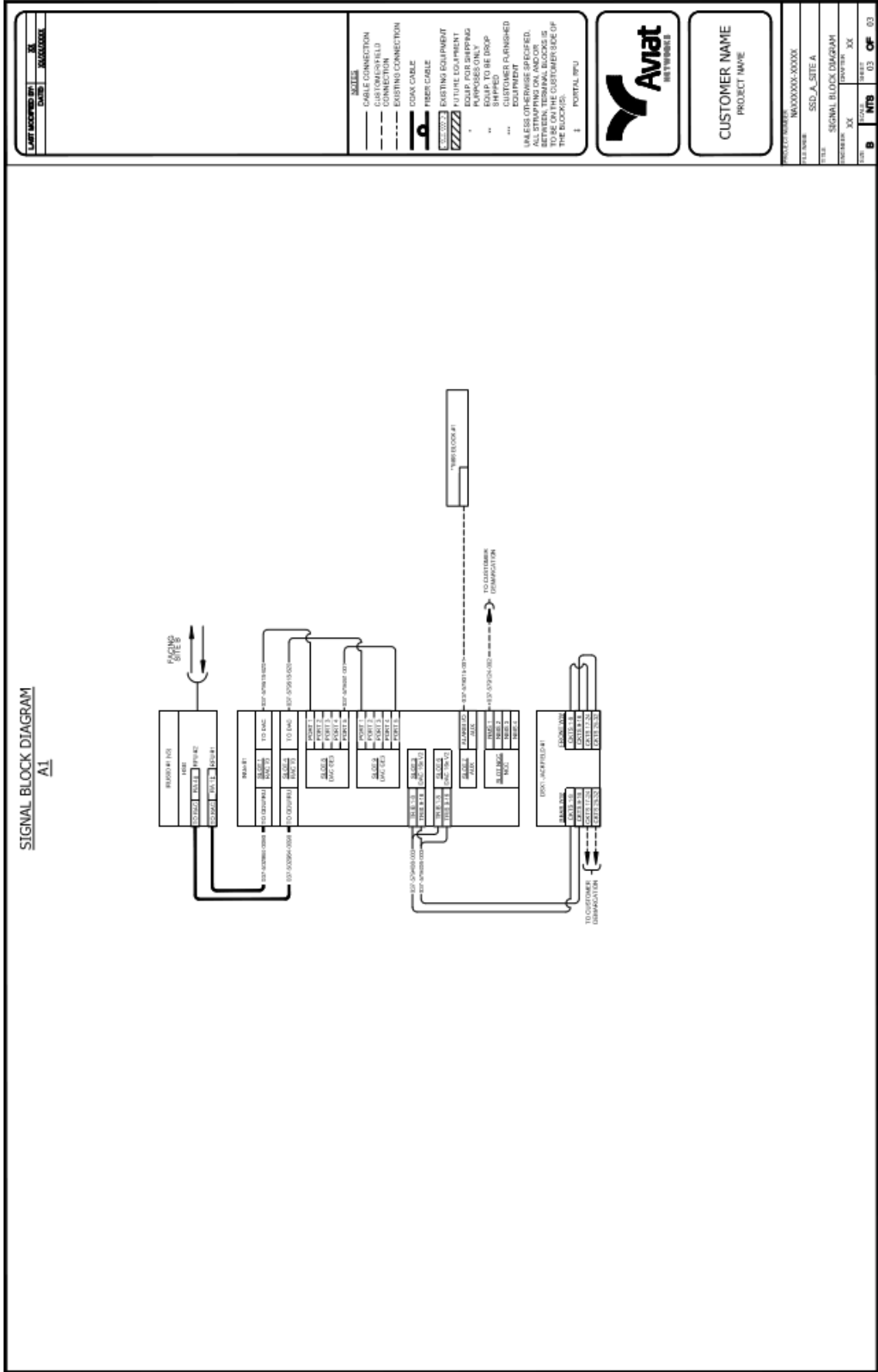


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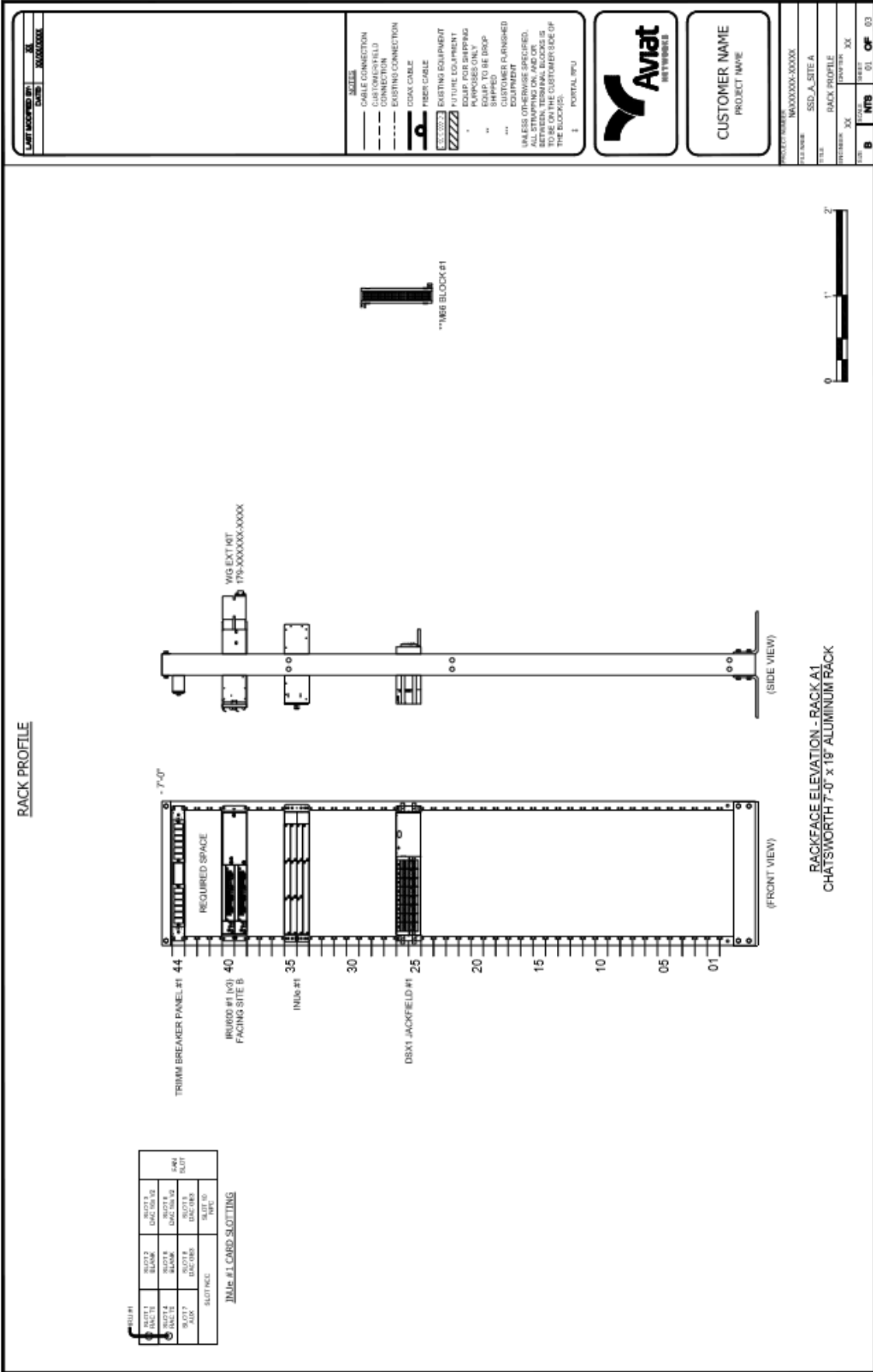


Ethernet Ring Protection plan (ERP)

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Sample Power Calculations



Eclipse Packet Node Power Consumption Calculation

Proposal #: NA130208-50689

Date: November 20, 2014

Network Engineer: M. Del Fierro

Site Name: Princeton

RFU / Module Type	Consumption	Manual Entry Qty
IRU600 1+1 High Power	124 W	1
RAC 60E	12 W	2
DAC GE V3	13 W	1
DAC 16X	2.5 W	2
NPC	8 W	1
INU or INUe	13 W	1
<b>TOTAL</b>		<b>187.00 W</b>

Total AMPS @ 48Vdc: **3.90 A**

Description	Consumption	Qty
<b>TOTAL</b>		<b>0.00 W</b>

Additional AMPS @ 48Vdc: **0.00 A**

Station Load (Amps)	3.90 A	Min. Battery Plant Size (AMP-HRS)	31
Recharge Time (Hours)	24	Min. Charger System Size (AMP Rating)	5
Battery Reserve (Hours)	8	WATTS to BTU/HR	794
Ampere-Hour Multiplier	8.0	(incl. charger and equipment)	
Temperature Correction Factor	1		

NOTE: Dehydrators operate with AC power

Hours Reserve=>	2	4	6	8	12	24	
Amp-Hour multiplier=>	2.8	4.7	6.4	8.0	10.9	19.3	
Temperature F(Deg)=>	0	10	20	40	60	70	77
Correction Factor=>	2.0	1.85	1.59	1.3	1.11	1.04	1.0
Battery Size (Min)	=	Station Load	X	Amp-Hour Multiplier	X	Correction Factor	
Charger Size (Min)	=	(1.15 X Battery Size / Recharge Time)	+	Station Load			

STATEMENT OF WORK  
AVIAT NETWORKS



Sample IP Plan

EQUIPMENT		ACCESS & CONFIGURATION										ADDITIONAL RADIO					DATES			STATUS							
SITE NAME	Site Address	Vendor	Component	Tenant	SSH	HTTP	HTTPS	SMTP	Radius	Radius Secret	Radius Admin	System Admin (RADIUS)	Read Only String	Write Only String	Peer Site Name	Peer Site ID	Radio A (Pair End Radio Str)	Radio B (Pair End Radio Str)	Display Name (Radio Name)	Radio Mfr Date	Provision Mfr Date	Launch Date	Element Update Date	Element Status	Current SW Revision	Radio in Provision	
Princeton		Aviat	Edge	NA	NA	Yes	Yes	NA	10.0.0.1	255.255.255.240 (/28)	default	default	terminal	terminal	Turquoise	Princeton	Tennessee Pass		11/20/2014	11/20/2014						N/A	N/A
Turquoise		Aviat	Edge	NA	NA	Yes	Yes	NA	10.0.0.17	255.255.255.240 (/28)	default	default	terminal	terminal	Princeton	Princeton			11/20/2014	11/20/2014						N/A	N/A
Turquoise		Aviat	SiteBos3550E	NA	NA	Yes	Yes	NA	10.0.0.18	255.255.255.240 (/28)	default	default	terminal	terminal	Turquoise	Turquoise			11/20/2014	11/20/2014						N/A	N/A
Tennessee Pass		Aviat	Edge	NA	NA	Yes	Yes	NA	10.0.0.33	255.255.255.240 (/28)	default	default	terminal	terminal					11/20/2014	11/20/2014						N/A	N/A
Tennessee Pass		Avantia	SiteBos3550E	NA	NA	Yes	Yes	NA	10.0.0.34	255.255.255.240 (/28)	default	default	public	public					11/20/2014	11/20/2014						N/A	N/A

# 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):** None

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

Aviat U.S. Inc.

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

<b>Street Address:</b> 200 Parker Drive	<b>Website:</b> Aviatnetworks.com
<b>City, State and Zip Code:</b> Austin, TX 78728	<b>Point of Contact Name:</b> Ali Hirsa
<b>Telephone and Fax No.</b> +1 (650) 868-3994	<b>Email:</b> ali.hirsa@aviatnet.com

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

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

**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)
Pete Smith	President and Chief Executive officer	
Gary Croke	VP Marketing	
Matthew Hansen	VP of Product Development	
Raj Kumar	Senior	
Bryan C. Tucker	Senior VP North America	
Eric Chang	Senior VP of Chief Financial Officer	
Wendell F. Sherrell	Chief Human Resource Officer	
Erin Boase	VP of Legal Affairs	

\*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

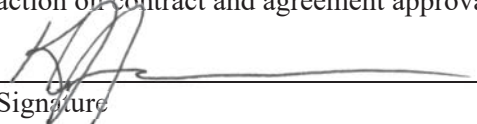
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

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  
 VP Global Finance & Investor Relations  
 Title

**Keith Fanneron**  
 Print Name  
**June 12, 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 4

112-19-056

**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): N/A

Type of Services: Materials Testing and Construction Inspection

Originated by: Ross Baker      Division: Maint/Asset Mgmt      Date Originated: 2/1/2019

<sup>DS</sup> AB Division Head/District Engineer: Anita Bush, PE

Budget Category #: 466006      Object #: 814M      Organization #: C056

Estimated Cost: \$900,000      Type of Funding: State      % of Fund: 100

Funding Notes:      State Fiscal Year(s): 20 - 23

It is anticipated that we will spend approximately \$300k per district over the course of four years beginning in FY 2020, which is why we have requested \$900k total authority.

**Financial Management:**

DocuSigned by:  
Donna Spelts      2/5/2019  
8A78D93AD715414      Signature      Date

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

**Project Accounting:**

DocuSigned by:  
Norfa Lanuza      2/5/2019  
3BAB63AE0208141      Signature      Date

**Director:**

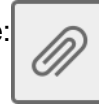
Requires Transportation Board Presentation  
 Does not require Transportation Board presentation

DocuSigned by:  
Kristina Swallow      2/5/2019  
C4B612FC2C15141      Signature      Date

112-19-056

**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 Architecture Section requires materials testing, construction inspection, and field engineering services for our construction projects. We do not have the NDOT staff needed to perform these functions. The new agreement will retain multiple firms (preferably three) similar to the prior agreements, but the language of the request for qualifications will be written to ensure that at least one firm will be retained from the south, and at least one from the north.

There is no stand-alone line item for these services in the C056 legislative budget. The cost of these services is bundled with the total project cost estimate for each project in the budget.

**Scope of Services:**

The scope of services includes special inspection, construction observation, construction engineering support, and a broad range of materials sampling and testing services.



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7487  
Fax: (775) 888-7106

## MEMORANDUM

June 11, 2020

**TO:** Darin Tedford, P.E., Assistant Director - Operations  
**FROM:** Ross Baker, P.E., Project Manager III  
**SUBJECT:** Master Agreement Summary for RFP 112-19-056 - On-Call Materials Testing, Construction Inspection, and Construction Engineering Support

---

A negotiation meeting was held by phone on 4/20/2020, with Martin Crew, President of Construction Materials Engineers, Inc., and Ross Baker and Annette Ballew of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

The scope of services includes: special inspection and construction observation, materials testing, and construction engineering. Please see Attachment A for a full description of scope.

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

The duration of these agreements will be for two (2) years with the option to extend for an additional two (2) years.

The budgeted amount of this Agreement is comprised of zero percent (0%) Federal / 100 percent (100%) State Funding.

The following firm has been selected from a competitive selection process to enter into a Master Service Agreement:

The Building Inspection firm Construction Materials Engineers, Inc., was selected from a competitive selection process to enter into a Master Service Agreement:

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 Nine Hundred Thousand and No/100 Dollars (\$900,000.00).

Terms of negotiations will be determined at the time of each Task Order, using the established fee schedules for each company.

Reviewed and Approved:

DocuSigned by:  
 06/11/2020  
50F626B438AD46A...  
Assistant Director - Operations



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7487  
Fax: (775) 888-7106

## MEMORANDUM

June 11, 2020

**TO:** Darin Tedford, P.E., Assistant Director - Operations  
**FROM:** Ross Baker, P.E., Project Manager III  
**SUBJECT:** Master Agreement Summary for RFP 112-19-056 - On-Call Materials Testing, Construction Inspection, and Construction Engineering Support

---

A negotiation meeting was held by phone on 4/20/2020, with Richard Feller of Construction Testing Services LLC and Ross Baker and Annette Ballew of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

The scope of services includes: special inspection and construction observation, materials testing, and construction engineering. Please see Attachment A for a full description of scope.

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

The duration of these agreements will be for two (2) years with the option to extend for an additional two (2) years.

The budgeted amount of this Agreement is comprised of zero percent (0%) Federal / 100 percent (100%) State Funding.

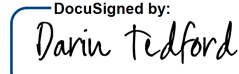
The following firm has been selected from a competitive selection process to enter into a Master Service Agreement:

The Building Inspection firm Construction Testing Services LLC, was selected from a competitive selection process to enter into a Master Service Agreement:

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 Nine Hundred Thousand and No/100 Dollars (\$900,000.00).

Terms of negotiations will be determined at the time of each Task Order, using the established fee schedules for each company.

Reviewed and Approved:

DocuSigned by:  
 06/11/2020  
59F62CD438AD46A

Assistant Director - Operations



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7487  
Fax: (775) 888-7106

## MEMORANDUM

June 11, 2020

**TO:** Darin Tedford, P.E., Assistant Director - Operations

**FROM:** Ross Baker, P.E., Project Manager III

**SUBJECT:** Master Agreement Summary for RFP 112-19-056 - On-Call Materials Testing, Construction Inspection, and Construction Engineering Support

---

A negotiation meeting was held by phone on 4/20/2020, with Greg DeSart, President, of Geotechnical & Environmental Services Inc., and Ross Baker and Annette Ballew of the Nevada Department of Transportation (DEPARTMENT) in attendance.

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

The scope of services includes: special inspection and construction observation, materials testing, and construction engineering. Please see Attachment A for a full description of scope.

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

The duration of these agreements will be for two (2) years with the option to extend for an additional two (2) years.

The budgeted amount of this Agreement is comprised of zero percent (0%) Federal / 100 percent (100%) State Funding.

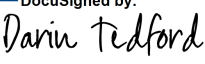
The following firm has been selected from a competitive selection process to enter into a Master Service Agreement:

The Building Inspection firm Geotechnical & Environmental Services Inc, was selected from a competitive selection process to enter into a Master Service Agreement:

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 Nine Hundred Thousand and No/100 Dollars (\$900,000.00).

Terms of negotiations will be determined at the time of each Task Order, using the established fee schedules for each company.

Reviewed and Approved:

DocuSigned by:  
 06/11/2020  
59E62CD438AD46A

---

Assistant Director - Operations



## **ATTACHMENT A** **SCOPE OF SERVICES**

### **REQUIRED INSPECTIONS**

Ideally, a firm should be able to supply inspections for all specialties listed in chapter 17 of the IBC. However, a firm shall not be automatically disqualified if it is unable to provide qualified inspectors for one or more of the specialties. In addition to special inspections, general construction observation may be required for important work which is not otherwise specified as special inspection.

Inspections shall comply with the adopted code of the authority having jurisdiction. The authority having jurisdiction will be identified by NDOT in each task order. In general, the adopted code is anticipated to be the 2018 edition of the IBC. For the purposes of this scope, all inspections shall meet the requirements of chapter 17 of the 2018 edition of the IBC unless noted otherwise.

A daily inspection report shall be generated by the inspector for each visit to a project site. Daily reports shall be easily legible, and shall contain at least the following information:

1. Date of inspection
2. Brief observation of weather conditions when work is occurring outdoors (e.g. "sunny, +/-90°F, windy" etc.)
3. Name of inspector. Inspector shall sign the report to certify that the report is true, complete and accurate to the best of his knowledge.
4. Purpose of inspection
5. Relevant site conditions and observations
6. Note if the subject work has been completed or is ongoing
7. Note whether or not all work required to be inspected was exposed and inspected
8. Note whether or not inspected work appears to conform with the plans, specifications codes, and approved submittals.
9. Note names of construction personnel with whom the inspector communicated and summarize the relevant portions of the communication.
10. Photographs as conditions might warrant.
11. Note which contracting firms are onsite working.
12. Include copies of concrete mix tickets, material certifications, and similar documentation as warranted.
13. Other information as warranted.

Daily reports shall be supplied to NDOT on a weekly basis not later than seven calendar days after the end of the week. In the event that any discrepancy is noted between the Contract Documents and the Work, or any project delay is observed or anticipated, notify the Architect / Engineer and the NDOT project manager immediately, but in no case later than close of business of the day the discrepancy is noted. Upon substantial completion of construction, the engineer in responsible charge of the inspection shall issue a certification certifying that all construction has been performed in substantial compliance with the plans, specifications, and commonly accepted good construction practices. Any limitations on the engineer's ability to certify the construction shall be detailed in the certification. Additional specifications for the certification can be found in IBC chapter 17. For the purposes of this scope, the words "certify" and "certification" have the meaning ascribed to them in NRS 625.403.

### **REQUIRED MATERIALS TESTING**

Firm must provide the following testing services. It is acceptable if some testing services must be subcontracted to another laboratory, but Firm shall have the capability to perform at least 50% of the listed testing in-house. If Firm anticipates that it will subcontract testing services, those services and the subcontracted lab shall be identified in the response.

1. Soils and aggregates testing
  - a. Sieve analysis ASTM C136 & C117
  - b. Wet sieve ASTM C117
  - c. Specific gravity and absorption ASTM C127 & C128
  - d. Sand equivalent ASTM D2419
  - e. Dry unit weight of aggregate ASTM C29
  - f. Organic impurities ASTM C40
  - g. Fractured faces ASTM D5821
  - h. LA Abrasion ASTM C131
  - i. Sodium sulfate soundness ASTM C88
  - j. Moisture content ASTM C566
  - k. Moisture content & unit density ASTM D2937
  - l. Plastic index ASTM D4318
  - m. Expansion index ASTM D4829
  - n. R-value ASTM D2844
  - o. California bearing ratio ASTM D1883
  - p. Direct shear ASTM D3080
  - q. Unconfined compression ASTM D2166
  - r. Consolidation ASTM D2435
  - s. Permeability ASTM D4491
  - t. Soluble sulfates ASTM C1580
  - u. PH ASTM D4972
  - v. Resistivity ASTM G187
  - w. Clay lumps/friable particles ASTM C142
  - x. Durability index ASTM D3744
  - y. Cleanness Value NEV T228
  - z. Lab Compaction of Soils ASTM D1557
  - aa. Rock correction ASTM D4718
  - bb. In-Place Moisture and Density ASTM D6938
2. Portland cement concrete testing
  - a. Cylinder break strength ASTM C39
  - b. Core break strength ASTM C42
  - c. Flexural strength of beam ASTM C78 & C293
  - d. Sampling and testing grout ASTM C1019
  - e. Masonry block absorption ASTM C140
  - f. Shrinkage ASTM C426
  - g. CMU compression ASTM C140
  - h. Concrete masonry prism compression ASTM C1314
3. Asphalt concrete testing
  - a. Sieve ASTM D5444
  - b. Unit weight of compacted sample/core ASTM D2726
  - c. Marshall stability & flow ASTM D1559
  - d. Max theoretical specific gravity ASTM D2041
  - e. Bitumen content ASTM D6307

- f. In-place density asphalt concrete      ASTM D 2950
- 4. Emulsion testing
  - a. % residue by evaporation/softening      AASHTO T53 & T59
  - b. Saybolt furol viscosity      AASHTO T59
- 5. Other testing by request on a case-by-case basis

### **REQUIRED CONSTRUCTION ENGINEERING SUPPORT**

As construction projects develop, it is often the case that additional engineering-related services become necessary to adapt to unknown field conditions or similar challenges. During construction, if there is need for construction support services, NDOT may retain Firm to perform any combination of support services offered by Firm. Following is a non-exhaustive list of examples of construction support services:

1. civil design
2. structural design
3. geotechnical evaluation or design
4. cost estimating
5. research
6. related construction support services

### **CONSTRUCTION SURVEY SUPPORT**

As construction projects develop, it is often the case that additional survey-related services become necessary to adapt to unknown field conditions or similar challenges. During construction, if there is need for survey support services, NDOT may retain Firm to perform any combination of support services offered by Firm. Following is a non-exhaustive list of examples of survey support services:

1. construction staking
2. topographic mapping using conventional, GPS, and photogrammetric measurement techniques
3. volume estimating
4. research
5. production of legal descriptions
6. filing of maps, easements, and related documents
7. related survey support services

### **REQUIRED PERSONNEL**

Firm shall provide the following personnel:

1. One (1) Principal Engineer who is a licensed civil or structural engineer. The Principal Engineer shall take overall responsibility for the quality and delivery of the Scope of Services. The Principal Engineer shall serve as the point of contact for all work. The Principle Engineer may also be designated as the individual fulfilling any combination of the remaining project team members.
2. One (1) Engineer of Record, who shall be the licensed engineer in responsible charge of prosecuting construction testing and inspection activities. The EOR shall be responsible to certify that all construction has been performed in compliance with the applicable codes and construction documentation, where "certify" has the meaning ascribed to it in NRS 625.403.
3. One (1) Laboratory Manager, who shall be the licensed engineer in responsible charge of all laboratory activities. The Laboratory Manager shall demonstrate a comprehensive knowledge materials sampling and testing procedures, and an ability to interpret data and render professional judgement regarding the meaning and proper use of the data.
4. One (1) Design Engineer, who shall be the licensed engineer in responsible charge of construction engineering design activities. The Design Engineer shall demonstrate successful experience in production of original engineering designs, particularly with respect to judgement and the solution of problems encountered in the field during construction activities.

5. One (1) Surveyor who shall be a licensed land surveyor in responsible charge of construction survey support activities. The Surveyor shall demonstrate successful experience managing field survey crews and filing documents.
6. Qualified special inspectors who shall act at the direction of the Engineer of Record.
7. Qualified laboratory personnel to perform the testing procedures who shall act at the direction of the Laboratory Manager.
8. Qualified designers who shall act at the direction of the Design Engineer. Designers may be unlicensed individuals who are competent at geotechnical, civil, and/or structural design skills which can reasonably be expected to be utilized during construction for field-engineering tasks.
9. Qualified field survey crews who shall act at the direction of the Surveyor. Survey crews may be unlicensed individuals who are competent in land survey techniques.

All inspectors, engineers, and surveyors shall maintain their listed certifications and/or professional licensure for the duration of the agreement.

All testing laboratories shall be accredited by AASHTO Materials Reference Library (AASHTO resource) and ASTM CCRL, as applicable, and such accreditation shall be maintained for the duration of the agreement. Ongoing maintenance of laboratory accreditation shall be considered evidence of qualification of laboratory personnel.

**PRESENTATION**

The deliverables of this work will be written documentation such as plans, specifications, maps, inspection reports, testing results, certifications, and similar documents. These records will be used by NDOT for a variety of purposes throughout the life of the asset with which they are associated. It is not simply possible, but rather likely, that documentation produced as a result of this scope of services will be used years and even decades in the future. Accordingly, the overall quality, organization, legibility, completeness, and accuracy of all documentation is of paramount importance.

## 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):**

Construction Materials Engineers, Inc. - d.b.a. CME, Inc.

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

<b>Street Address:</b> 300 Sierra Manor Drive, Suite 1	<b>Website:</b> cmenv.com
<b>City, State and Zip Code:</b> Reno, NV 89511	<b>Point of Contact Name:</b> Martin N. Crew, PE
<b>Telephone and Fax No.</b> 775-851-8205 <i>775-851-8593</i>	<b>Email:</b> mcrew@cmenv.com

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

<b>Street Address:</b> <div style="text-align: center; font-size: 1.2em; color: blue;"><i>Same</i></div>	<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.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
Martin N. Crew, PE	President	36
Justin V. Legg	Vice President	24
Jon A. Del Santo, PE	Secretary / Treasurer	20
Michael M. Weber	Director	19

\*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
Michael M. Weber	Bonnie Weber	Spouse	Reno City Councilwoman

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.

*Martin N. Crew*  
 Signature  
President  
 Title

Martin N. Crew, PE  
 Print Name  
April 30, 2020  
 Date

**For NDOT Use Only:**

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

- Yes  No Is the NDOT employee(s) noted above involved in the contracting/selection process for this particular item?
- Yes  No Is the NDOT employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

DocuSigned by:

*Jessica Cutts*  
 Signature  
 509F2BE7F9854EB...

06/18/2020  
 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):** 82

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

CTS, Inc.

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

<b>Street Address:</b> 3842 E Post Rd	<b>Website:</b> cts-1.com
<b>City, State and Zip Code:</b> Las Vegas NV 89120	<b>Point of Contact Name:</b> Chris Welly
<b>Telephone and Fax No.</b> 702 257 4747	<b>Email:</b> cwelly@cts-1.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.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
CTS INC	Owner	100

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

# DISCLOSURE OF RELATIONSHIP FORM

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

## Purpose:

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

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

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

## Definitions:

*Consanguinity* is a relationship by blood.

*Affinity* is a relationship by marriage.

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

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

## Disclosure of Relationship:

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

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

Yes  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.

<i>ch. werry</i>	<b>Chris Welly</b>
Signature	Print Name
<b>Project Manager</b>	<b>5/4/2020</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

## 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):**

Geotechnical & Environmental Services, Inc.

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

<b>Street Address:</b> 7150 Placid Street	<b>Website:</b> www.gesnevada.com
<b>City, State and Zip Code:</b> Las Vegas, NV 89120	<b>Point of Contact Name:</b> Gregory DeSart
<b>Telephone and Fax No.</b> 702-365-1001/702-341-1720	<b>Email:</b> greg.desart@gesnevada.com

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

<b>Street Address:</b> same as above	<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.

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
Gregory P. DeSart	President	96%
David J. Salter	Geotechnical Practice Leader	4%

\*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:

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

## Disclosure of Relationship:

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

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

Yes  No

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

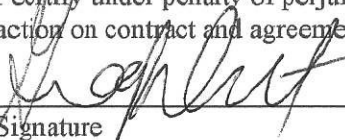
Yes  No



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

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

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

  
 \_\_\_\_\_  
 Signature

**Gregory P. DeSart**  
 \_\_\_\_\_  
 Print Name

**President**  
 \_\_\_\_\_  
 Title

**04-30-2020**  
 \_\_\_\_\_  
 Date

*For NDOT Use Only:*

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

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

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

Notes/Comments: \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name  
 Authorized NDOT Representative



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

## MEMORANDUM

July 1, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: July 13, 2020 | Transportation Board of Directors Meeting

ITEM #6: Contracts, Agreements, and Settlements – *Informational Item Only*

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### Summary:

The purpose of this item is to inform the Board of the following:

- Construction contracts under \$5,000,000 awarded May 8, 2020 through June 11, 2020.
- Agreements under \$300,000 executed May 8, 2020 through June 11, 2020.
- Settlements entered into by the Department which were presented for approval to the Board of Examiners May 8, 2020 through June 11, 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

July 1, 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 May 8, 2020 through June 11, 2020 and agreements executed by the Department from May 8, 2020 through June 11, 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, May 8, 2020 through June 11, 2020.
- B) State of Nevada Department of Transportation Executed Agreements – Informational, May 8, 2020 through June 11, 2020.

**Recommendation for Board Action:**

Informational item only

**Prepared by:**

Administrative Services Division

# Attachment

# A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION  
 CONTRACTS AWARDED - INFORMATIONAL  
 May 8, 2020 through June 11, 2020**

1. April 9, 2020 at 1:30 PM the following bids were opened for Contract **3826**, Project No. SPSR-0359(001), SPF-095-4(026), on SR 359 and US 95 at the Junction of SR 361, in Mineral County, to remove and replace or slip line CMP culverts with RCP facilities and install scour outlet protection.

Q & D Construction .....	\$4,205,109.55
Road and Highway Builders LLC .....	\$4,219,101.02
Aspen Developers Corp. ....	\$4,262,135.58
MKD Construction, Inc. ....	\$5,085,941.97

**Engineer's Estimate** .....\$3,566,820.15

The Director awarded the contract on May 29, 2020 to Q & D Construction in the amount of \$4,205,109.55.

2. May 14, 2020 at 1:30 PM the following bids were opened for Contract **3827**, Project No. SPI-215-1(009), on I-215, in Clark County, to remove and replace overhead sign panels.

Nevada Barricade and Sign Company, Inc.....	\$316,777.46
Las Vegas Paving Corporation.....	\$363,356.32
Amalgamated Safety Company.....	\$471,136.31

**Engineer's Estimate** .....\$520,161.47

The Director awarded the contract on June 9, 2020 to Nevada Barricade and Sign Company, Inc. in the amount of \$316,777.46.

3. May 28, 2020 at 4:00 PM the following bids were opened for Contract **801-20**, Project No. 50632/50633, on US 95, in Esmeralda and Mineral Counties, to pulverize and overlay, with reprofile sections.

Road and Highway Builders.....	\$2,434,434.00
Granite Construction .....	\$2,461,461.00
Q & D Corporation .....	\$2,482,000.00
Aggregate Industries SWR, Inc. ....	\$3,675,000.00
Las Vegas Paving Corporation.....	\$4,350,000.00

**Engineer's Estimate** .....\$3,947,041.25

The Director awarded the contract on May 28, 2020 to Road and Highway Builders in the amount of \$2,434,434.00.

# Attachment B

State of Nevada Department of Transportation  
Executed Agreements - Informational  
May 8, 2020 through June 11, 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	20420	00	CARSON AREA METROPOLITAN PLANNING ORGANIZATION	UNIFIED PLANNING WORK PROGRAM	Y	\$360,748.00	-	-	\$342,711.00	\$18,037.00	05/21/2020	06/30/2021	-	Cooperative	Planning	Sondra	Mark	05-21-20: ANNUAL APPORTIONMENT OF FEDERAL FUNDS FOR THE UNIFIED PLANNING WORK PROGRAM (UPWP), TO BE UTILIZED FOR TRANSPORTATION PLANNING ACTIVITIES, CARSON CITY, DOUGLAS AND WASHOE COUNTIES. NV B/L#: EXEMPT
2	20120	00	TAHOE REGIONAL PLANNING AGENCY	UNIFIED PLANNING WORK PROGRAM	Y	\$440,284.00	-	-	\$418,270.00	\$22,014.00	05/21/2020	06/30/2021	-	Cooperative	Planning	Sondra	Mark	05-21-20: ANNUAL APPORTIONMENT OF FEDERAL FUNDS FOR THE UNIFIED PLANNING WORK PROGRAM (UPWP), TO BE UTILIZED FOR TRANSPORTATION PLANNING ACTIVITIES, DOUGLAS COUNTY. NV B/L#: EXEMPT
3	18320	00	KERN RIVER GAS TRANSMISSION CO	UTILITY INSPECTION REIMBURSEMENT	Y	\$354,667.00	-	-	\$354,667.00	-	05/11/2020	05/31/2025	-	Facility	Right-of-Way	Cliff	Craig	05-11-20: PROVIDE THE REQUIRED FEDERAL ENERGY REGULATION COMMISSION (FERC) SAFETY INSPECTIONS DURING NDOT'S US-95/CC-215 CENTENNIAL BOWL PROJECT, ON THEIR OWN PROPERTY, WHEN CONSTRUCTION IS PERFORMED NEAR THEIR HIGH PRESSURE GAS LINE, CLARK COUNTY. NV B/L#: NVF20171762037
4	18420	00	KERN RIVER GAS TRANSMISSION CO	UTILITY ADJUSTMENT	Y	\$86,350.00	-	-	\$86,350.00	-	05/11/2020	05/31/2025	-	Facility	Right-of-Way	Cliff	Craig	05-11-20: ADJUSTMENT OF THE KERN RIVER GAS TRANSMISSION COMPANY TEST STATION CURRENTLY IN CONFLICT WITH NDOT'S CENTENNIAL BOWL PROJECT ON US-95/CC-215, CLARK COUNTY. NV B/L#: NVF20171762037
5	18720	00	NV ENERGY	LINE EXTENSION AGREEMENT	Y	\$12,387.00	-	-	\$12,387.00	-	05/14/2020	05/31/2025	-	Facility	Right-of-Way	Cliff	Craig	05-14-20: PROVIDE ELECTRICAL SERVICES FOR PEDESTAL-10, AT LOCATION 'R1' 28+45 RT, INTERSECTION OF NORTHBOUND I-15 AND TROPICAL PARKWAY, CLARK COUNTY. NV B/L#: NVD19831015840
6	19220	00	NV ENERGY	DESIGN INITIATION	N	\$3,000.00	-	-	\$3,000.00	-	05/21/2020	05/31/2025	-	Facility	Right-of-Way	Cliff	Craig	05-21-20: DESIGN OF ONE (1) 200-AMP NEW SERVICE PEDESTAL TO POWER LIGHTING FOR INTERCHANGE NEAR THE INTERSECTION OF I-80 AND STONE HOUSE (EXIT 212), MILEPOST HU 42.42, HUMBOLDT COUNTY. NV B/L#: NVD19831015840
7	19320	00	NV ENERGY	LINE EXTENSION AGREEMENT	Y	\$46,109.00	-	-	\$46,109.00	-	05/26/2020	05/31/2025	-	Facility	Right-of-Way	Cliff	Craig	05-26-20: FOR THE INSTALLATION OF NEW SERVICE PEDESTALS AND METER FOR STREET LIGHTING AND TRAFFIC LIGHTS AT CLARK COUNTY 215, SKY POINTE, AND CENTENNIAL PARKWAY, CLARK COUNTY. NV B/L#: NVD19831015840
8	19420	00	NV ENERGY	DESIGN INITIATION	N	\$1,000.00	-	-	\$1,000.00	-	05/27/2020	05/31/2021	-	Facility	Right-of-Way	Cliff	Craig	05-27-20: DESIGN OF ONE (1) 200-AMP NEW SERVICE PEDESTAL TO POWER OVERHEAD LUMINARIES NEAR THE INTERSECTION OF STATE ROUTE 28 (LAKESHORE DRIVE), AND RED CEDAR DRIVE IN INCLINE VILLAGE, WASHOE COUNTY. NV B/L#: NVD19831015840
9	19920	00	NV ENERGY	DESIGN INITIATION	N	\$1,000.00	-	-	\$1,000.00	-	06/08/2020	06/30/2021	-	Facility	Right-of-Way	Cliff	Craig	06-08-20: DESIGN OF NEW ELECTRICAL SERVICE TO POWER PROPOSED OVERHEAD LUMINARIES FOR PROJECT SPF-028-1(027), AT STATE ROUTE 28, INCLINE VILLAGE TO NEVADA/CALIFORNIA STATE LINE, WASHOE COUNTY. NV B/L#: NVD19831015840
10	50519	01	ELKO COUNTY	GRANT FUNDED PUBLIC TRANSIT	Y	\$847,780.00	-	-	\$728,833.00	\$118,947.00	10/01/2019	09/30/2020	05/08/2020	Grantee	Planning	Sondra	Mark	AMD 1 05-08-20: THE TOTAL AGREEMENT AMOUNT OF \$847,780.00 DOES NOT CHANGE, THE DEPARTMENT'S PAYABLE IS INCREASED BY \$178,660.00 FROM \$550,173.00 TO \$728,833.00 AND THE GRANTEE'S RECEIVABLE AMOUNT HAS DECREASED BY \$178,660.00 FROM \$297,607.00 TO \$118,947.00 DUE TO THE AWARD AND AVAILABILITY OF FEDERAL FUNDING FOR RURAL TRANSPORTATION THROUGH THE CORONAVIRUS AID, RELIEF, ECONOMIC SECURITY ACT (CARES ACT).  10-01-19: ALLOCATION OF FEDERAL GRANT FUNDING 5311 FOR RURAL PUBLIC TRANSIT, ELKO COUNTY. NV B/L#: EXEMPT
11	50619	01	HUMBOLDT COUNTY	GRANT FUNDED PUBLIC TRANSIT	Y	\$430,584.00	-	-	\$397,007.00	\$33,577.00	10/01/2019	09/30/2020	05/15/2020	Grantee	Planning	Sondra	Mark	AMD 1 05-15-20: THE TOTAL AGREEMENT AMOUNT OF \$430,584.00 DOES NOT CHANGE, THE DEPARTMENT'S PAYABLE IS INCREASED BY \$98,013.00 FROM \$298,994.00 TO \$397,007.00 AND THE GRANTEE'S RECEIVABLE AMOUNT HAS DECREASED BY \$98,013.00 FROM \$131,590.00 TO \$33,577.00 DUE TO THE AWARD AND AVAILABILITY OF FEDERAL FUNDING FOR RURAL TRANSPORTATION THROUGH THE CORONAVIRUS AID, RELIEF, ECONOMIC SECURITY ACT (CARES ACT).  10-01-19: ALLOCATION OF FEDERAL GRANT FUNDS 5311 FOR RURAL PUBLIC TRANSIT, HUMBOLDT COUNTY. NV B/L#: EXEMPT
12	50919	01	NYE COMMUNITIES COALITION	GRANT FUNDED RURAL TRANSIT	Y	\$109,706.00	-	-	\$108,331.00	\$1,375.00	10/01/2019	09/30/2020	05/08/2020	Grantee	Planning	Sondra	Mark	AMD 1 05-08-20: THE TOTAL AGREEMENT AMOUNT OF \$109,706.00 DOES NOT CHANGE, THE DEPARTMENT'S PAYABLE IS INCREASED BY \$4,110.00 FROM \$104,221.00 TO \$108,331.00 AND THE GRANTEE'S RECEIVABLE AMOUNT HAS DECREASED BY \$4,110.00 FROM \$5,485.00 TO \$1,375.00 DUE TO THE AWARD AND AVAILABILITY OF FEDERAL FUNDING FOR RURAL TRANSPORTATION THROUGH THE CORONAVIRUS AID, RELIEF, ECONOMIC SECURITY ACT (CARES ACT).  10-01-19: ALLOCATION OF FEDERAL GRANT FUNDS 5311 FOR RURAL PUBLIC TRANSIT, HUMBOLDT COUNTY. NV B/L#: EXEMPT

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
13	51219	01	PARTNERS ALLIED FOR COMMUNITY	GRANT FUNDED PUBLIC TRANSIT	Y	\$88,872.00	-	-	\$87,350.00	\$1,522.00	10/01/2019	09/30/2020	05/11/2020	Grantee	Planning	Sondra	Mark	AMD 1 05-11-20: THE TOTAL AGREEMENT AMOUNT OF \$88,872.00 DOES NOT CHANGE, THE DEPARTMENT'S PAYABLE INCREASED BY \$2,922.00 FROM \$84,428.00 TO \$87,350.00 AND THE GRANTEE'S RECEIVABLE AMOUNT HAS DECREASED BY \$2,922.00 FROM \$4,440.00 TO \$1,522.00 DUE TO THE AWARD AND AVAILABILITY OF FEDERAL FUNDING FOR RURAL TRANSPORTATION THROUGH THE CORONAVIRUS AID, RELIEF, ECONOMIC SECURITY ACT (CARES ACT).  10-01-19: ALLOCATION OF FEDERAL GRANT FUNDS 5311 FOR RURAL PUBLIC TRANSIT, EUREKA, HUMBOLDT, LANDER, AND WHITE PINE COUNTIES. NV B/L#: NVD20021420154
14	02220	00	NATIONAL RURAL TRANSIT ASSISTANCE PROGRAM (RTAP) RECIPIENTS	NATIONAL RURAL TRANSIT ASSISTANCE PROGRAM (RTAP) FUNDING	Y	\$162,500.00	-	-	\$162,500.00	-	05/01/2020	06/30/2023	-	Grantee	Planning	Sondra	Mark	05-01-20: PROVIDE NATIONAL RURAL TRANSIT ASSISTANCE PROGRAM TRANSPORTATION RESEARCH, TECHNICAL ASSISTANCE, TRAINING, AND RELATED SUPPORT SERVICES FUNDING TO THE RTAP RECIPIENT TO ENHANCE RURAL PUBLIC TRANSPORTATION, STATEWIDE. NV B/L#: EXEMPT
15	51719	01	TAHOE TRANSPORTATION DISTRICT	GRANT FUNDED PUBLIC TRANSIT	Y	\$2,706,030.00	-	-	\$2,431,701.00	\$274,329.00	10/01/2019	09/30/2020	05/21/2020	Grantee	Planning	Sondra	Mark	AMD 1 05-21-20: THE TOTAL AGREEMENT AMOUNT OF \$2,706,030.00 DOES NOT CHANGE, THE DEPARTMENT'S PAYABLE IS INCREASED BY \$484,787.00 FROM \$1,946,914.00 TO \$2,431,701.00 AND THE GRANTEE'S RECEIVABLE AMOUNT HAS DECREASED BY \$484,787.00 FROM \$759,116.00 TO \$274,329.00 DUE TO THE AWARD AND AVAILABILITY OF FEDERAL FUNDING FOR RURAL TRANSPORTATION THROUGH THE CORONAVIRUS AID, RELIEF, ECONOMIC SECURITY ACT (CARES ACT).  10-01-19: ALLOCATION OF FEDERAL 5311 GRANT FUNDS FOR RURAL PUBLIC TRANSIT, CARSON CITY AND DOUGLAS COUNTY. NV B/L#: NVO20101738296
16	51819	01	WHITE PINE COUNTY	GRANT FUNDED PUBLIC TRANSIT	Y	\$183,572.00	-	-	\$159,443.00	\$24,129.00	10/01/2019	09/30/2020	05/13/2020	Grantee	Planning	Sondra	Mark	AMD 1 05-13-20: THE TOTAL AGREEMENT AMOUNT OF \$183,572.00 DOES NOT CHANGE, THE DEPARTMENT'S PAYABLE INCREASED BY \$44,219.00 FROM \$115,224.00 TO \$159,443.00 AND THE GRANTEE'S RECEIVABLE AMOUNT HAS DECREASED BY \$44,219.00 FROM \$68,348.00 TO \$24,129.00 DUE TO THE AWARD AND AVAILABILITY OF FEDERAL FUNDING FOR RURAL TRANSPORTATION THROUGH THE CORONAVIRUS AID, RELIEF, ECONOMIC SECURITY ACT (CARES ACT).  10-01-19: ALLOCATION OF FEDERAL 5311 GRANT FUNDS FOR RURAL PUBLIC TRANSIT, WHITE PINE COUNTY. NV B/L#: EXEMPT
17	07319	01	RTC - SOUTHERN NEVADA	USE OF WAYCARE SYSTEM	N	\$260,000.00	-	\$449,500.00	\$709,500.00	-	02/14/2019	10/31/2022	05/11/2020	Interlocal	Traffic Operations	Darin	Denise	AMD 1 05-11-20: EXTEND TERMINATION DATE FROM 05-31-20 TO 10-31-22 TO ALLOW THE DEPARTMENT CONTINUED ACCESS TO THE WAYCARE PLATFORM SYSTEM THROUGH THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA'S (RTC) CONTRACT WITH WAYCARE AND INCREASE AUTHORITY BY \$449,500.00 FROM \$260,000.00 TO \$709,500.00 TO COMPENSATE RTC FOR THE DEPARTMENT'S PROPORTIONATE SHARE OF THE PLATFORM SYSTEM UP TO AN ADDITIONAL 2.5 YEARS.  02-14-19: THIS AGREEMENT WILL ENABLE THE DEPARTMENT TO UTILIZE THE WAYCARE PREDICTIVE ANALYSIS PLATFORM SYSTEM, WHICH WILL AID IN REDUCING INCIDENT RESPONSE TIMES, IMPROVE TRAFFIC SAFETY, AND WILL PREVENT OVERLAPPING OF RESPONSIBILITIES AND DUTIES ALREADY COVERED IN RTC'S CONTRACT WITH WAYCARE, CLARK COUNTY. NV B/L#: EXEMPT
18	20020	00	US GEOLOGICAL SURVEY	ANIMAL UNDERPASS USE STUDY	Y	\$84,000.00	-	-	\$84,000.00	-	05/18/2020	05/31/2022	-	Interlocal	Research	Sondra	Bob	05-18-20: TRANSPORTATION POOLED FUND (TPF) STUDY THAT THE DEPARTMENT IS LEADING TO RESEARCH AND REPORT ON IMPROVEMENTS TO ANIMAL UNDERPASSES. THIS PROJECT ALLOWS ACCESS TO THE SERVICE PROVIDER'S VITAL DATA ON THE TYPES OF ANIMALS AND REPTILES USING UNDERPASSES TO DETERMINE ADDITIONAL LEDGE NEEDS WHICH WILL REDUCE BARRIER EFFECTS, INCREASE CONNECTIVITY AND ENSURE SMALL ANIMAL MOVEMENTS AND ENVIRONMENTS ARE NOT IMPEDED BY ROADWAYS, STATEWIDE. NV B/L#: EXEMPT
19	22420	00	AMERICAN TOWERS, LLC	LEASE FOR MERCURY COMMUNICATION SITE	N	\$5,700.00	-	-	\$5,700.00	-	05/26/2020	06/23/2021	-	Rent	Traffic Operations	Darin	Denise	05-26-20: LEASE FOR THE MERCURY (SPOTTED RANGE) COMMUNICATION SITE WITH AMERICAN TOWER IN ORDER TO HOUSE CO-LOCATED ENHANCED DIGITAL ACCESS COMMUNICATION SYSTEM (EDACS) RADIO EQUIPMENT FOR ONE YEAR UNTIL THE P25 RADIO SYSTEM CUTOVER, CLARK COUNTY. NV B/L: NVF20001171497
20	05020	00	A&K EARTH MOVERS, INC.	REPLACE CURB AND GUTTER	N	\$93,000.00	-	-	\$93,000.00	-	04/21/2020	12/31/2020	-	Service Provider	District II	Tracy	Mike	04-21-20: REMOVE AND REPLACE APPROXIMATELY 850 LINEAR FEET OF DAMAGED TYPE I CURB AND GUTTER ON STATE ROUTE 659, WA MP 8.8 TO 10.2, EAST BOUND MCCARRAN BOULEVARD AND AT MISCELLANEOUS AREAS IN RENO, WASHOE COUNTY. NVB/L#: NVD19651001305-Q PROPOSERS: A&K EARTHMOVERS, INC., SIERRA NEVADA CONSTRUCTION, INC., AND Q&D CONSTRUCTION, LLC
21	01120	00	ACHA CONSTRUCTION, LLC	REPLACE VAULTS AT REST AREA	N	\$78,705.00	-	-	\$78,705.00	-	06/02/2020	05/31/2021	-	Service Provider	Maintenance and Asset Management	Darin	Anita	06-02-20: REPLACE THE VAULTS AT THE SALMON FALLS REST AREA, ELKO COUNTY. B/L#: NVD20091375725-Q PROPOSERS: ACHA CONSTRUCTION, LLC, MKD CONSTRUCTION, INC., FACILITIES MANAGEMENT, INC.
22	04720	00	AMALGAMATED SAFETY COMPANY	REPLACE OVERHEAD SIGN PANELS	N	\$134,440.00	-	-	\$134,440.00	-	05/22/2020	12/30/2020	-	Service Provider	District I	Tracy	Mario	05-22-20: REMOVE AND REPLACE OVERHEAD SIGN PANELS ON US 95, FROM MILEPOST 82.33 TO MILEPOST 84.83, CLARK COUNTY. NV B/L#: NVD19841004538-Q PROPOSERS: AMALGAMATED SAFETY COMPANY, HIGHWAY STRIPING AND SIGNS, NEVADA BARRICADE & SIGN COMPANY, LAS VEGAS PAVING CORP., AND ROWLEY CONTRACTING
23	05920	00	ANNIE'S JANITORIAL	JANITORIAL SERVICES	N	\$205,500.00	-	-	\$205,500.00	-	05/14/2020	12/31/2022	-	Service Provider	District II	Tracy	Mike	05-14-20: JANITORIAL SERVICES AT THE DISTRICT II OFFICES AND EQUIPMENT OFFICES, WASHOE COUNTY. NV B/L#: NVD20131145514-Q PROPOSERS: ANNIE'S JANITORIAL, MCNEIL'S CLEANING SERVICE



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24	47719	01	CARRIER CORPORATION	MAINTAINANCE OF HVAC SYSTEM AT THE TRAFFIC MANAGEMENT SYSTEM	N	\$204,996.00	-	\$75,000.00	\$279,996.00	-	09/11/2019	12/31/2023	05/08/2020	Service Provider	District I	Tracy	Mario	AMD 1 05-08-20: INCREASE AUTHORITY BY \$75,000.00 FROM \$204,996.00 TO \$279,996.00 DUE TO THE AGE OF THE HVAC EQUIPMENT AND THE NEED FOR ADDITIONAL PARTS REQUIRING REPLACEMENT TO KEEP EQUIPMENT OPERATING PROPERLY.  09-11-19: SERVICE, MAINTENANCE, REPAIR, AND MONITORING OF THE HVAC SYSTEM AT THE TRAFFIC MANAGEMENT SYSTEM, CLARK COUNTY. NV B/L#: NVD19791006562-Q
25	18620	00	COW COUNTY TITLE COMPANY	TITLE REPORTS	Y	\$3,850.00	-	-	\$3,850.00	-	05/12/2020	08/31/2020	-	Service Provider	Right-of-Way	Cliff	Craig	05-12-20: FOUR (4) PRELIMINARY TITLE REPORTS FOR PARCELS 013-130-09, 013-13-012, 013-13-014, AND 003-210-03, LINCOLN COUNTY. NV B/L#: NVD19911019838
26	29219	00	DIAMOND CONCRETE CUTTING	ON-CALL MISCELLANEOUS INFRASTRUCTURE REPAIRS	N	\$249,000.00	-	-	\$249,000.00	-	05/26/2020	12/31/2021	-	Service Provider	District II	Tracy	Mike	05-26-20: ON-CALL REPAIR OF MISCELLANEOUS CONCRETE INFRASTRUCTURE WITHIN THE BOUNDARIES OF DISTRICT II, WASHOE, CARSON, DOUGLAS, STOREY, LYON, CHURCHILL, PERSHING, AND MINERAL COUNTIES. NV B/L#: NVD19951016544-Q PROPOSERS: DIAMOND CONCRETE CUTTING
27	09520	00	ECLIPSE SOLAR SCREENS	SOLAR SCREEN REPLACEMENT	N	\$12,630.00	-	-	\$12,630.00	-	04/26/2020	09/30/2020	-	Service Provider	Architecture	Darin	Anita	04-26-20: REMOVE AND REPLACE SOLAR SCREENS ON VARIOUS DISTRICT I NORTH YARD BUILDINGS, CLARK COUNTY. NV B/L#: NVD20131245846-SQ
28	01520	00	FACILITIES MANAGEMENT, INC.	INSTALL FOUNDATION	N	\$44,980.00	-	-	\$44,980.00	-	04/28/2020	01/31/2021	-	Service Provider	Architecture	Darin	Anita	04-28-20: FURNISH AND INSTALL A CONCRETE FOUNDATION FOR THE TRENTO YARD APECS CONE TANK USED FOR THE TRUCK WASH FACILITY NEEDED TO STABILIZE CONE BOTTOM TANKS WITH REQUIRED CONCRETE FOOTINGS, CHURCHILL COUNTY. NV B/L#: NVD20011331118-Q PROPOSERS: FACILITIES MANAGMENT, INC., AND SILVER KNOLLS ELECTRIC
29	42715	04	H AND K ARCHITECTS	ARCHITECTURAL SERVICES FOR THE ELKO PAINT BOOTH	N	\$241,500.00	\$20,000.00	\$7,200.00	\$268,700.00	-	01/23/2017	07/31/2021	05/19/2020	Service Provider	Architecture	Darin	Anita	AMD 4 05-19-20: EXTEND TERMINATION DATE FROM 12-31-20 TO 07-31-21 AND INCREASE AUTHORITY BY \$7,200.00 FROM \$261,500.00 TO \$268,700.00 DUE TO CHANGE OF ELECTRICAL DESIGN PLANS FOR THE NEW PAINT BOOTH AT ELKO MAINTENANCE STATION.  AMD 3 03-27-19: EXTEND TERMINATION FROM 07-31-19 TO 12-31-20 DUE TO PROLONGED DESIGN PERIOD FOR CHANGES TO DESIGN.  AMD 2 12-13-17: INCREASE AUTHORITY BY \$20,000 FROM \$241,500 TO \$261,500 TO ADD DESIGN CHANGES TO ARCHITECTURAL & ENGINEERING SERVICES FOR DESIGN OF NEW PAINT BOOTH AT ELKO MAINTENANCE STATION.  AMD 1 03-07-17: AMENDMENT OF LANGUAGE DUE TO TYPOGRAPHICAL ERROR IN ORIGINAL AGREEMENT.  01-23-17: ARCHITECTURAL AND ENGINEERING SERVICES FOR DESIGN OF NEW PAINT BOOTH AT ELKO MAINTENANCE STATION, ELKO. NV B/L#: NVD19941047730-R
30	01920	00	HERO ENVIRONMENTAL	TRASH AND DEBRIS REMOVAL	N	\$248,000.00	-	-	\$248,000.00	-	06/08/2020	12/31/2021	-	Service Provider	District II	Tracy	Mike	06-08-20: ON-CALL SERVICES TO REMOVE TRASH AND DEBRIS FROM RIGHT-OF-WAY WITHIN THE RENO/SPARKS METRO AREA, WASHOE COUNTY. NV B/L#: NVD20201711033-Q PROPOSERS: HERO ENVIRONMENTAL, HESS TRASH COMPANY
31	06520	00	MC4 CONSTRUCTION, LLC	INSTALL LOOP DETECTORS	N	\$203,797.00	-	-	\$203,797.00	-	04/21/2020	12/31/2020	-	Service Provider	Traffic Information	Sondra	Bob	04-21-20: INSTALL LOOP DETECTORS IN MULTIPLE LOCATIONS TO TRACK TRAFFIC COUNTS, CLARK COUNTY. NV B/L#: NVD20081031995-Q PROPOSERS: MC4 CONSTRUCTION, FAST TRAC ELECTRIC
32	07520	00	MMC, INC.	RECONSTRUCT MEDIAN BARRIER	N	\$76,625.00	-	-	\$76,625.00	-	05/17/2020	12/31/2020	-	Service Provider	District I	Tracy	Mario	05-17-20: REMOVE AND RECONSTRUCT A PORTION OF AN EXISTING CONCRETE MEDIAN BARRIER RAIL DUE TO A VEHICLE ACCIDENT ON I-15, NORTH OF FLAMINGO ROAD AT MILEPOST CL-38.74, CLARK COUNTY. NV B/L#: NVD19691001928-Q PROPOSERS: MMC, INC., NEW-COM, INC., ROWLEY CONTRACTING INC., LAS VEGAS PAVING CORPORATION
33	00619	00	NEVADA BARRICADE & SIGN COMPANY	GUARD RAIL REPAIRS	N	\$249,000.00	-	-	\$249,000.00	-	01/22/2020	12/31/2021	-	Service Provider	District II	Tracy	Mike	01-22-20: ON-CALL REPAIR OF DAMAGED EXISTING GUARDRAIL WITHIN THE BOUNDARIES OF DISTRICT II, WASHOE, CARSON, DOUGLAS, STOREY, LYON, CHURCHILL, PERSHING, AND MINERAL COUNTIES. NV B/L#: NVD20001224303-Q PROPOSERS: NEVADA BARRICADE & SIGN COMPANY
34	38819	00	NEVADA BARRICADE AND SIGN COMPANY	INSTALL MILEPOST MARKERS	N	\$249,750.00	-	-	\$249,750.00	-	05/03/2020	12/31/2020	-	Service Provider	Maintenance and Asset Management	Darin	Anita	05-03-20: INSTALL MILEPOST MARKERS ON US 6 AND US 93 IN DISTRICT III, NYE AND WHITE PINE COUNTIES. NV B/L#: NVD20001224303-Q PROPOSERS: NEVADA BARRICADE AND SIGN CO.
35	19520	00	OLD REPUBLIC TITLE	TITLE REPORTS	N	\$9,100.00	-	-	\$9,100.00	-	05/27/2020	06/30/2022	-	Service Provider	Right-of-Way	Cliff	Craig	05-27-20: TWENTY SIX (26) PRELIMINARY TITLE REPORTS FOR THE I-15 AT TROPICANA AVENUE INTERCHANGE UPGRADE, CLARK COUNTY. NV B/L#: NVD19911058693
36	19620	00	OLD REPUBLIC TITLE	TITLE REPORTS	N	\$5,950.00	-	-	\$5,950.00	-	05/29/2020	06/30/2022	-	Service Provider	Right-of-Way	Cliff	Craig	05-29-20: TWELVE (12) PRELIMINARY TITLE REPORTS, WITH THE OPTION OF OBTAINING FIVE (5) ADDITIONAL REPORTS, FOR PROJECT SPSR-15-(018), CLARK COUNTY. NV B/L#: NVD19911058693
37	07820	01	PAPE MACHINERY	REPAIRS ON UNIT 2835	N	\$23,000.00	-	\$5,953.48	\$28,953.48	-	03/31/2020	06/12/2020	05/08/2020	Service Provider	Equipment	Darin	Wayne	AMD 1 05-08-20: EXTEND TERMINATION DATE FROM 05-08-20 TO 06-12-20 AND INCREASE AUTHORITY BY \$5,953.48 FROM \$23,000.00 TO \$28,953.48 DUE TO UNAVAILABLE PARTS NEEDED TO REBUILD THE PUMP AND THE NEED TO ORDER A REMANUFACTURED PUMP INSTEAD.  03-31-20: MISCELLANEOUS REPAIRS TO UNIT 2835, A 1998 JOHN DEERE EXCAVATOR, NECESSARY TO GET THIS UNIT BACK INTO OPERATING CONDITION, WASHOE COUNTY. NV B/L#: NVF20051091956-S

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38	71719	00	Q&D CONSTRUCTION, LLC	REPAIR SPALLS AND DELAMINATIONS	N	\$168,000.00	-	-	\$168,000.00	-	05/16/2020	06/30/2021	-	Service Provider	District II	Tracy	Mike	05-16-20: REPAIR SPALLS AND DELAMINATIONS, CLEAN EXPANSION JOINTS, OVERLAY BRIDGE DECK AND APPROACH SLABS, STATE ROUTE 425 OVER THE TRUCKEE RIVER AT STRUCTURE B-380, AND OVER THE POWER CANAL AT STRUCTURE B-417, MILEPOSTS WA 3.28 AND WA 3.62, WASHOE COUNTY. NV B/L#: NVD19671000639-Q PROPOSERS: Q&D CONSTRUCTION, LLC
39	71819	00	Q&D CONSTRUCTION, LLC	REPAIR SPALLS AND DELAMINATIONS	N	\$162,000.00	-	-	\$162,000.00	-	05/13/2020	06/30/2021	-	Service Provider	District II	Tracy	Mike	05-13-20: REPAIR SPALLS AND DELAMINATIONS, CLEAN DECK DRAINS, OVERLAY BRIDGE DECK AND APPROACH SLABS, STATE ROUTE 425 OVER THE TRUCKEE RIVER AT STRUCTURE B-378, MILEPOST WA 4.62, WASHOE COUNTY. NV B/L#: NVD19671000639-Q PROPOSERS: Q&D CONSTRUCTION, LLC
40	71919	00	Q&D CONSTRUCTION, LLC	REPAIR SPALLS AND DELAMINATIONS	N	\$142,400.00	-	-	\$142,400.00	-	05/13/2020	06/30/2021	-	Service Provider	District II	Tracy	Mike	05-13-20: REPAIR SPALLS AND DELAMINATIONS, REPLACE SOUTH COMPRESSION SEAL AND CRACK, AND SEAL BRIDGE DECK AND APPROACH SLABS ON VISTA BOULEVARD OVER UNION PACIFIC RAILROAD (UPRR) AT STRUCTURE G-1200, MILEPOST WA 0.00, WASHOE COUNTY. NVB/L#: NVD19671000639-Q PROPOSERS: Q&D CONSTRUCTION, LLC
41	72019	00	Q&D CONSTRUCTION, LLC	REPAIR SPALLS AND DELAMINATIONS	N	\$148,000.00	-	-	\$148,000.00	-	05/13/2020	06/30/2021	-	Service Provider	District II	Tracy	Mike	05-13-20: REPAIR SPALLS AND DELAMINATIONS, REMOVE AND REPLACE ASPHALTIC PLUG JOINT, AND CRACK SEAL THE BRIDGE DECK AND APPROACH SLABS ON I-580 OVER HUFFAKER LANE AT STRUCTURE H-1830, MILEPOST WA 19.81, WASHOE COUNTY. NV B/L#: NVD19671000639-Q PROPOSERS: Q&D CONSTRUCTION, LLC
42	72119	00	Q&D CONSTRUCTION, LLC	REPAIR SPALLS AND DELAMINATIONS	N	\$170,000.00	-	-	\$170,000.00	-	05/13/2020	06/30/2021	-	Service Provider	District II	Tracy	Mike	05-13-20: REPAIR SPALLS AND DELAMINATIONS, OVERLAY THE BRIDGE DECK AND APPROACH SLABS, AND CLEAN THE EXPANSION JOINT ON STATE ROUTE 427, OVER THE TRUCKEE RIVER STRUCTURE B-16, MILEPOST WA 4.06, WASHOE COUNTY. NV B/L#: NVD19671000639-Q PROPOSERS: Q&D CONSTRUCTION, LLC
43	07420	00	TAB CONTRACTORS, INC.	RECONSTRUCT MANHOLE	N	\$71,195.00	-	-	\$71,195.00	-	05/13/2020	12/31/2020	-	Service Provider	District I	Tracy	Mario	05-13-20: RECONSTRUCT A STORM DRAIN MANHOLE ON EAST BOUND STATE ROUTE 160, MILEPOST CL-5.23, CLARK COUNTY. NV B/L#: NVD19841002404-Q PROPOSERS: TAB CONTRACTORS, INC., ROWLEY CONTRACTING INC., LAS VEGAS PAVING CORPORATION
44	30118	03	TDA ENTERPRISES, INC., DBA DIVERSIFIED SYSTEMS INTERNATIONAL	MAINTENANCE OF AUDIO EQUIPMENT	N	\$30,000.00	\$210,599.64	\$10,729.39	\$251,329.03	-	06/06/2018	06/30/2020	05/21/2020	Service Provider	Information Technology	Felicia	Dave	AMD 3 05-21-20: INCREASE AUTHORITY BY \$10,729.39 FROM \$240,599.64 TO \$251,329.03 FOR ADDITIONAL EQUIPMENT AND PROGRAMMING THAT WILL COMPLETE THE INSTALLATION AT LAS VEGAS WASHINGTON FACILITY. ADDITIONAL TIME AND FUNDING IS NOT ANTICIPATED. AMD 2 02-07-20: INCREASE AUTHORITY BY \$74,809.64 FROM \$165,790.00 TO \$240,599.64 FOR INSTALLATION OF AUDIO/VISUAL EQUIPMENT FOR TRAINING ROOM B, LAS VEGAS CONFERENCE ROOM, FOR TRANSPORTATION BOARD MEETINGS. AMD 1 07-31-19: INCREASE AUTHORITY FROM \$30,000.00 BY \$135,790.00 TO \$165,790.00 FOR THE INSTALLATION OF AUDIO/VISUAL CONTROL SYSTEM FOR THE DEPARTMENTS ROOP STREET ANNEX BUILDING, TEAM LOCKER ROOM #311 AND CONFERENCE ROOM PANELS. 06-06-18: CLEANING AND GENERAL PREVENTATIVE MAINTENANCE OF ALL NDOT AUDIO/VISUAL EQUIPMENT, CARSON CITY. NV B/L#: NVF20171685774
45	21820	00	TEC EQUIPMENT, INC.	REPLACE FAILED ENGINE	N	\$45,000.00	-	-	\$45,000.00	-	05/21/2020	06/26/2020	-	Service Provider	Equipment	Darin	Wayne	05-21-20: REPLACEMENT OF THE FAILED ENGINE IN UNIT 2474, A 1991 MACK FREEWAY LINE STRIPER, WASHOE COUNTY. NV B/L#: NVF20061422365-S
46	07920	00	THE ORIGINAL ROOFING COMPANY	ROOF REPAIR	N	\$17,500.00	-	-	\$17,500.00	-	04/02/2020	09/30/2020	-	Service Provider	Architecture	Darin	Anita	04-02-20: REPAIR THE ROOFS ON VARIOUS DISTRICT I BUILDINGS TO PREVENT WATER DAMAGE TO STATE INFRASTRUCTURE, CLARK COUNTY. NV B/L#: NVD20031060480-SQ
47	47717	04	ZEN CONSULTANTS, INC.	MAPPING AND CADD STANDARDS	N	\$557,000.00	\$1,323,000.00	\$42,500.00	\$1,922,500.00	-	09/11/2017	09/30/2021	05/13/2020	Service Provider	Design	Cliff	Scott	AMD 4 05-13-20: EXTEND TERMINATION DATE FROM 06-30-21 TO 09-30-21 AND INCREASE AUTHORITY BY \$42,500.00 FROM \$1,880,000.00 TO \$1,922,500.00 TO ALLOW FOR CONFIGURATION OF SUBSURFACE UTILITY DESIGN AND ANALYSIS (SUDA) TOOLS WITHIN OPENROADS DESIGNER, AND TO PROVIDE ADDITIONAL SUDA TRAINING. AMD 3 11-21-19: EXTEND TERMINATION DATE FROM 12-31-19 TO 06-30-21 AND INCREASE AUTHORITY BY \$423,000.00 FROM \$1,457,000.00 TO \$1,880,000.00 FOR ADDITIONAL TRAINING, DEPLOYMENT OF NEW SOFTWARE, AND EXTENDED SUPPORT. AMD 2 09-11-18: INCREASE AUTHORITY BY \$900,000.00 FROM \$557,000.00 TO \$1,457,000.00 TO DEVELOP DOCUMENTATION ON CADD STANDARDS AND WORKFLOWS, CONSULTANT DELIVERABLE GUIDELINES, AND TRAINING MATERIALS. AMD 1 04-12-18: CORRECTION OF INSURANCE LANGUAGE TO REFLECT THE SERVICE PROVIDER'S STATUS AS A SOLE PROPRIETOR AND OBTAIN THE WORKER'S COMPENSATION INSURANCE AFFIDAVIT. 09-11-17: CONSULTANT SERVICES TO DEVELOP NEW MAPPING AND CADD STANDARDS, 3D MODELING WORKFLOWS, AND UPGRADE THE DEPARTMENT TO THE LATEST CADD SOFTWARE PLATFORM, STATEWIDE. NV B/L# NVF20161177028-S

NO COST AGREEMENTS AND/OR AMENDMENTS																		
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48	09220	00	GCR, INC.	AIRPORT INSPECTION SERVICES	Y	\$9,750.00	-	-	-	\$9,750.00	05/08/2020	09/30/2020	-	Cooperative	Planning	Sondra	Mark	05-08-20: <b>NO COST ANNUAL AGREEMENT</b> TO PROVIDE AIRPORT INSPECTION SERVICES VIA THE 5010 FEDERAL AVIATION ADMINISTRATION (FAA) SAFETY DATA PROGRAM. CONTRACT ADMINISTRATION IS THROUGH GCR TO REIMBURSE NDOT AVIATION FOR INSPECTION AND COMPENSATION FOR TRAINING PROGRAM PARTICIPANTS. STATEWIDE. NV B/L#: NVF20181832110
49	20820	01	CHARLES H. CHESTER	REPAIR SEWER LINES	N	\$44,594.00	-	-	\$44,594.00	-	05/04/2020	04/20/2020	05/26/2020	Emergency	District III	Tracy	Boyd	AMD 1 5-26-20: <b>NO COST AMENDMENT</b> TO TRANSFER THE DIVISION CODE FROM DISTRICT III MAINTENANCE CREW 397 TO DISTRICT III ELKO MAINTENANCE YARD.  05-04-20: REPAIR AND REPLACE SEWER LINES IN THE ELKO ADMINISTRATION BUILDING YARD. NV B/L#: NVD19731002898
50	25020	00	CHURCHILL COUNTY TELEPHONE	INDEMNIFICATION AGREEMENT	N	-	-	-	-	-	06/08/2020	06/30/2040	-	Facility	Right-of-Way	Cliff	Craig	06-08-20: <b>NO COST AGREEMENT</b> FOR OCCUPANCY PERMIT FOR STATE ROUTE 227 LAMOILLE HIGHWAY, SOUTHSIDE DRIVE TO 2300, SOUTH OF ELKO VISTA DRIVE, ELKO COUNTY. NV B/L#: EXEMPT
51	18820	00	CITY OF CARLIN PUBLIC WORKS	MANHOLE AND VALVE COVERS	N	\$2,200.00	-	-	-	\$2,200.00	05/15/2020	05/31/2025	-	Facility	Right-of-Way	Cliff	Craig	05-15-20: <b>NO COST AGREEMENT</b> FOR ONE (1) INCH MILL AND FILL WITH CURB AND GUTTER FOR TWO (2) NON-COMPENSABLE SEWER MANHOLE COVERS TO BE ADJUSTED FOR CONSTRUCTION ON STATE ROUTE 221 FROM 2ND STREET TO PUETT DRIVE (MILEPOST EL 0.80 TO MILEPOST EL 1.84), ELKO COUNTY. NV B/L#: EXEMPT
52	18920	00	CITY OF CARLIN PUBLIC WORKS	MANHOLE AND VALVE COVERS	N	\$4,000.00	-	-	-	\$4,000.00	05/18/2020	05/31/2025	-	Facility	Right-of-Way	Cliff	Craig	05-18-20: <b>NO COST AGREEMENT</b> FOR ONE (1) INCH MILL AND FILL WITH CURB AND GUTTER FOR FIVE (5) NON-COMPENSABLE WATER VALVE COVERS TO BE ADJUSTED FOR CONSTRUCTION ON STATE ROUTE 221 FROM 2ND STREET TO PUETT DRIVE (MILEPOST EL 0.80 TO MILEPOST EL 1.84), ELKO COUNTY. NV B/L#: EXEMPT
53	19020	00	CITY OF CARLIN PUBLIC WORKS	UTILITY ADJUSTMENT	N	\$1,100.00	-	-	-	\$1,100.00	05/19/2020	05/31/2025	-	Facility	Right-of-Way	Cliff	Craig	05-19-20: <b>NO COST AGREEMENT</b> FOR ADJUSTMENT OF ONE (1) NON-COMPENSABLE ELECTRICAL BOX IN THE SIDEWALK DURING CONSTRUCTION OF ONE (1) INCH MILL AND FILL ON STATE ROUTE 221 FROM 2ND STREET TO PUETT DRIVE (MILEPOST EL 0.80 TO MILEPOST EL 1.84), ELKO COUNTY. NV B/L#: EXEMPT
54	18120	00	CITY OF FERNLEY	MANHOLE AND VALVE COVERS	N	\$73,815.17	-	-	-	\$73,815.17	05/08/2020	05/31/2025	-	Facility	Right-of-Way	Cliff	Craig	05-08-20: <b>NO COST AGREEMENT</b> TO REPLACE CITY'S FAILING SEWER MANHOLES AS PART OF THE STATE'S PROJECT, INCLUDING MILL AND FILL OF US 95A IN FERNLEY AS WELL AS LIGHTING AND ADA IMPROVEMENTS, LYON COUNTY. NV B/L#: EXEMPT
55	18520	00	LAS VEGAS VALLEY WATER DISTRICT	MANHOLE AND VALVE COVERS	N	\$5,000.00	-	-	-	\$5,000.00	05/08/2020	05/31/2025	-	Facility	Right-of-Way	Cliff	Craig	05-08-20: <b>NO COST AGREEMENT</b> TO ADJUST MANHOLE AND VALVE COVERS INCLUDING ROADBED MODIFICATION WITH ADA IMPROVEMENTS ON STATE ROUTE 596, JONES BOULEVARD, MILEPOST 43.007 TO MILEPOST 45.038, CLARK COUNTY. NV B/L#: EXEMPT
56	19120	00	NV ENERGY	DESIGN APPROVAL	Y	-	-	-	-	-	05/21/2020	05/31/2025	-	Facility	Right-of-Way	Cliff	Craig	05-21-20: <b>NO COST AGREEMENT</b> TO REVIEW AND APPROVE THE DESIGN OF A NEW SERVICE PEDESTAL LOCATION ON I-80, LOCKWOOD, ON THE EASTBOUND SIDE FOR THE CONSTRUCTION OF A DYNAMIC MESSAGE SIGN THAT WILL BE USED TO WARN DRIVERS OF TRAFFIC AT THE USA PARKWAY INTERCHANGE, PROJECT SPI-080-01(088), WASHOE COUNTY. NV B/L#: NVD19831015840
57	07320	00	CITY OF LAS VEGAS	ROLES AND RESPONSIBILITIES	N	\$810,000.00	-	-	-	\$810,000.00	05/15/2020	06/30/2024	-	Interlocal	Project Management	Cliff	Nick	05-15-20: <b>NO COST AGREEMENT</b> TO ESTABLISH ROLES AND RESPONSIBILITIES AND DESCRIBE THE COOPERATION AND PARTICIPATION OF THE PARTIES DURING THE DESIGN, CONSTRUCTION, MAINTENANCE, AND OPERATIONS OF THE US 95 NW PHASE 3D CENTENNIAL BOWL PROJECT AND FACILITIES, CLARK COUNTY. NV B/L#: EXEMPT
58	06620	00	CLARK COUNTY	ENCROACHMENT RIGHTS	N	-	-	-	-	-	05/13/2020	06/30/2024	-	Interlocal	Project Management	Cliff	Nick	05-13-20: <b>NO COST AGREEMENT</b> TO SECURE ENCROACHMENT RIGHTS FOR THE DEPARTMENT ON COUNTY RIGHT-OF-WAY FOR THE PURPOSES OF PLACING TRAFFIC CONTROL DEVICES AND TRAFFIC DETOURS DURING CONSTRUCTION OF THE US 95 NW PHASE 3D CENTENNIAL BOWL PROJECT, CLARK COUNTY. NV B/L#: EXEMPT
59	22320	00	MEDX AIRONE	ROLES AND RESPONSIBILITIES	N	\$77,550.00	-	-	-	\$77,550.00	05/27/2020	06/30/2025	-	Interlocal	Traffic Operations	Darin	Denise	05-27-20: <b>NO COST AGREEMENT</b> TO ESTABLISH ROLES AND RESPONSIBILITIES IN OPERATING AND MAINTAINING THE DEPARTMENT'S STATEWIDE RADIO SYSTEM, STATEWIDE. NV B/L#: NVD20151455701
60	79019	00	TAHOE TRANSPORTATION DISTRICT	ROLES AND RESPONSIBILITIES	N	-	-	-	-	-	05/14/2020	5/30/2040	-	Interlocal	Project Management	Cliff	Nick	05-14-20: <b>NO COST AGREEMENT</b> TO ESTABLISH ROLES AND RESPONSIBILITIES BETWEEN THE DEPARTMENT AND THE TAHOE TRANSPORTATION DISTRICT (TTD) FOR THE ADMINISTRATION, MAINTENANCE, OPERATIONS, FEE COLLECTION, AND ENFORCEMENT OF A PARKING FEE FOR THE PARKING MANAGEMENT SYSTEM, WASHOE COUNTY. NV B/L#: EXEMPT
61	18220	00	CENTERPOINT MANAGEMENT LLC	MULTI-USE LEASE	N	\$65,880.00	-	-	-	\$65,880.00	05/11/2020	05/31/2025	-	Lease	Right-of-Way	Cliff	Craig	05-11-20: <b>NO COST AGREEMENT</b> TO RENEW AN EXISTING MULTI-USE LEASE THAT IS DUE TO EXPIRE FOR PARCELS 162-17-499-013 AND 162-17-499-020, CLARK COUNTY. NV B/L#: NVD20151137080
62	09020	00	ISAAC H GLOECKNER	EMPLOYEE HOUSE LEASE	N	\$2,400.00	-	-	-	\$2,400.00	04/30/2020	04/24/2024	-	Lease	District I	Tracy	Mario	04-30-20: <b>NO COST AGREEMENT</b> FOR AN EMPLOYEE HOUSE LEASE AT BLUE JAY MAINTENANCE STATION, RV SPACE #1, NYE COUNTY. NV B/L#: EXEMPT

**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
63	19820	00	CENTRAL TELEPHONE COMPANY	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	Y	-	-	-	-	-	06/02/2020	05/31/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	06-02-20: <b>NO COST AGREEMENT</b> TO RECONSTRUCT DRIVEWAY APPROACH AND A SEGMENT OF THE PRESENT LONE MOUNTAIN ROAD FROM TENAYA WAY TO HUALAPAI ON PARCEL 125-34-801-002, PROJECT DE-NH095-2(057), CLARK COUNTY. NV B/L#:NVF19711000425
64	04620	01	HAZCORE ENVIRONMENTAL INC.	CLEAN-UP ON I-15 AND US 95	N	\$250,000.00	-	-	\$250,000.00	-	04/27/2020	12/31/2020	05/22/2020	Right-of-Way Access	District I	Tracy	Mario	AMD 1 05-22-20: <b>NO COST AMENDMENT</b> TO TRANSFER THE DIVISION CODE FROM DISTRICT I ADMINISTRATION TO DISTRICT I MAINTENANCE CREW 151.  04-27-20: ON-CALL SERVICES TO REMOVE TRASH AND DEBRIS FROM NDOT RIGHT-OF-WAY ON I-15 AND US 95 WITHIN THE LAS VEGAS METRO AREA, CLARK COUNTY. NV B/L#: NVD20171829851-Q
65	17620	00	L J REAL ESTATE , LLC	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	Y	-	-	-	-	-	04/29/2020	04/30/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	04-29-20: <b>NO COST AGREEMENT</b> TO RECONSTRUCT DRIVEWAY APPROACHES AND A SEGMENT OF THE PRESENT LONE MOUNTAIN ROAD FROM TENAYA WAY TO HUALAPAI ON PARCEL 138-03-510-004, PROJECT DE-NH095-2(057), CLARK COUNTY. NV B/L#: NVD20171164787
66	25120	00	SPORTSMAN'S ROYAL MANOR, LLC	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-	-	-	-	-	06/08/2020	06/30/2025	-	Right-of-Way Access	Right-of-Way	Cliff	Craig	06-08-20: <b>NO COST AGREEMENT</b> TO REPLACE A PORTION OF ACCESS FENCING WITH A DEVELOPER DECORATIVE FENCE ALONG STATE ROUTE 582 BOULDER HIGHWAY, PARCEL NUMBERS 161-28-599-002 AND 161-21-899-001, CLARK COUNTY. NV B/L#: NVD19981013493
67	13514	01	ACES AIRCRAFT MAINTENANCE, INC.	COMMANDER 690C AND KING AIR 350 MAINTENANCE	N	\$225,000.00	-	-	\$225,000.00	-	08/28/2014	06/01/2021	05/27/2020	Service	Flight Ops	Felicia	Scott	AMD 1 05-27-20: <b>NO COST AMENDMENT</b> TO EXTEND TERMINATION DATE FROM 08-28-19 TO 06- 01-21 AND ADD MAINTENANCE FOR THE KING AIR 350 TO THE EXISTING AGREEMENT FOR THE SAFETY OF BOTH STATE AIRCRAFT.  07-17-18: EXTEND TERMINATION DATE FROM 08-28-17 TO 08-28-19 DUE TO THE AGREEMENT'S AUTOMATIC RENEWAL CLAUSE.  05-19-16: ADDITION OF CESSNA CITATION 550 MAINTENANCE WITH AGREEMENT 135-14-059A TO CURRENT EXISTING AGREEMENT 135-14-059.  08-28-14: COMMANDER 690C MAINTENANCE, CARSON CITY. NV B/L#:NV20091289952-R
68	66018 66118 66218	00	ATKINS NORTH AMERICA, INC. HDR ENGINEERING, INC. CA GROUP, INC.	DESIGN SERVICES	N	\$4,200,000.00	-	-	\$4,200,000.00	-	12/03/2018	12/31/2022	05/22/2020	Service Provider	Traffic Operations	Darin	Denise	05-22-2020: <b>NO COST AMENDMENT</b> TO REMOVE ATTACHMENT B-COMPENSATION RATES AND REPLACE WITH AMENDED COMPENSATION RATES TO INCLUDE TITLES, DESCRIPTIONS AND ASSOCIATED COMPENSATION RATES FOR CLARIFICATION PURPOSES.  12-03-18: THREE SERVICE PROVIDERS SELECTED UNDER RFP 217-18-016 TO PROVIDE TRAFFIC OPERATIONS ENGINEERING DESIGN SERVICES ON AN AS-NEEDED BASIS FOR ONGOING REQUIREMENTS TO AUGMENT EMPLOYEE WORKLOADS, AS WELL AS, BRING IN TRAINED EXPERTS IN AREAS WHERE THE DEPARTMENT HAS A SHORTAGE OF ADEQUATE EXPERIENCE. SCOPE OF SERVICES INCLUDE, BUT ARE NOT LIMITED TO, TRAFFIC CONTROL, TRAFFIC SIGNALS, ROADWAY LIGHTING, STRIPING, SIGNING, AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) DESIGN, TRAFFIC ANALYSIS, TRAFFIC MODELING, AND ASSIST THE DEPARTMENT WITH ITS TRAFFIC OPERATIONS PROGRAMS AND PROJECTS, STATEWIDE. NV B/L#: NVF19981347315, NVF19851010291, AND NVD20081407877 - R
69	09920	01	MKD CONSTRUCTION, INC.	REPLACE WATER STORAGE TANK	N	\$168,999.00	-	-	\$168,999.00	-	05/22/2020	05/31/2021	06/02/2020	Service Provider	Maintenance and Asset Management	Darin	Anita	AMD 1 06-02-20: <b>NO COST AMENDMENT</b> TO TRANSFER THE DIVISION CODE FROM DISTRICT III ADMINISTRATION TO MAINTENANCE ASSET AND MANAGEMENT.  05-22-20: REMOVE AND REPLACE WATER TANK AT THE BEOWAWE REST AREA IN DISTRICT III TO RESTORE THE REST AREA TO WORKING ORDER, EUREKA COUNTY. NV B/L#: NVD19991170548-Q



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## MEMORANDUM

June 30, 2020

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

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

**SUBJECT:** July 13, 2020 | Transportation Board of Directors Meeting

**ITEM #7:** Receive Presentation of the Draft Fiscal Year 2021 NDOT Work Program (WP) and the Draft 2021-2024 Statewide Transportation Improvement Program (STIP)—*Informational item only.*

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### Summary:

The Draft Fiscal Year 2021 NDOT Work Program consists of projects that the Department intends on initiating over the next several years as required by NRS 408.203 and NRS 408.280. The Work Program includes State and federally funded projects that will be delivered by NDOT. The Annual Work Program, which is the first year of the Work Program (2021 in this case), is required to be presented to the Board and the Governor prior to October 1 for the fiscal year ending the following September 30.

The Statewide Transportation Improvement Program is a federal requirement to develop a four-year list of federally funded or regionally significant projects within the State. It includes, without change, Regional Transportation Improvement Programs (TIPS or RTIPS) from the Metropolitan Planning Organizations (MPOs) in the State. Nevada MPOs include Regional Transportation Commission of Southern Nevada (RTC SNV), Regional Transportation Commission of Washoe County (RTC WA), Carson Area MPO (CAMPO), and Tahoe Regional Planning Agency (TRPA).

While significant overlap exists between the NDOT Work Program and the Nevada STIP, the two documents are needed to reflect the difference in State and federal requirements. Some smaller NDOT projects (not regionally significant or federally funded) are on the Work Program that are not on the STIP, while the STIP contains projects that meet the regional significance threshold for an MPO, including locally funded or administered projects. Both programs include projects that are anticipated to be delivered by NDOT and are either federally funded or regionally significant and both programs were developed using the performance-based planning process developed as part of the One Nevada Transportation Plan implementation.

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Both programs are currently in a 30 day public review and comment period through the NDOT website.

**Background:**

NRS 408.203 requires the Department to provide a four and ten year list of needs for the State highway system. In addition, NRS 408.280 requires a presentation to the Governor and Board of a detailed, proposed work program by County for the following fiscal year on or before October 1 of each year. The NDOT Work Program achieves both by providing project information for all planned NDOT-led projects by year and by County for four years and those projects anticipated for the years that follow, with a focus on the Annual Work Program (AWP), or the first year of the program.

In addition to these State requirements, 23 CFR 450 and 49 CFR 613 require a long-range statewide transportation plan and a Statewide Transportation Improvement Program (STIP). The long-range plan must include a minimum 20-year forecast and plans for improvements to the transportation system, including all modes of transportation. The One Nevada Transportation Plan, adopted in 2018, is Nevada's long-range statewide plan. The plan currently includes the foundation for a more robust performance-based planning and prioritization process. The NDOT has been utilizing that framework to implement such a process. Over the past year, the Department has focused on implementing this process to develop the STIP. While the process includes identifying long term needs for the transportation system, the focus this year was on developing a data-driven process to prioritize and fund already-identified projects and needs.

This process included identifying criteria and to evaluate projects against the six goals of the One Nevada Plan: Enhance Safety, Preserve Infrastructure, Optimize Mobility, Transform Economies, Foster Sustainability, and Connect Communities. All identified projects were scored against these criteria, which were also weighted for relative importance. Cost was also factored in order to ensure that we considered the relative values of projects compared with resource allocation. This process was presented to the Board in April 2020.

The final process to develop the recommended program of projects included what we refer to as "harmonization." This process included looking at projects eligibility for federal and State fund sources, readiness and dependencies, performance targets, and geographic distribution across the State. This process has led NDOT to the proposed Work Program and STIP.

The Work Program and STIP are both available via an interactive web platform that is regularly updated. A draft 2021 Work Program and STIP are currently available for public comment. This item is informational to provide information and background on these planning documents. These documents will be brought back to the Board in August 2020 for approval of the 2021 AWP and acceptance of the remainder of the Work Program and the STIP.

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**List of Attachment(s):**

Proposed Transportation Projects: <https://www.nevadadot.com/doing-business/about-ndot/ndot-divisions/planning/proposed-transportation-projects> (includes links to the Draft STIP and WP)

One Nevada Transportation Plan: [onenvplan.com](http://onenvplan.com)

**Recommendation for Board Action:**

Informational item only.

**Prepared by:**

Sondra Rosenberg, Assistant Director, Planning