



AGENDA

Per Governor Sisolak's March 22, 2020 emergency directive, as extended, in-person public attendance is no longer required at the Regular Meeting of the Nevada Department of Transportation Board of Directors meeting on Monday, December 14, 2020 at 9:30 A.M. Governor Sisolak's March 22, 2020 emergency directive, as extended, 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 December 14, 2020 meeting without having to be physically present:

- use NDOT's 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.

- phone: a.) dial: +1 (888) 240-2560 (US Toll Free)
b.) enter the Meeting ID: 721627755 followed by #
c.) enter the Passcode: 4369 followed by #

To provide public comment live via phone, please dial the information above between 9:05 A.M. and 9:15 A.M. on the day of the meeting. The meeting technician will unmute your call, ask your name, and confirm which public comment period you would like to provide comment. Your microphone will remain muted until the meeting technician calls upon you during the public comment period. Public comment is limited to 3 minutes in duration. After you provide comment, you may simply hang up the phone to disconnect the call and leave the meeting.

If you decide to make public comment while the meeting is in process, please dial the telephone number and Meeting ID and Passcode listed above. The meeting technician will call upon you



during the second comment period by the last 4 digits of your phone number, assuming it is displayed.

Please note, the phone is a live feed into the meeting. If you are simultaneously watching the meeting online while on the phone, there is a significant delay between the two. Please be sure to listen on the phone for your opportunity to comment. Also, to avoid audio feedback, it is important that the volume is turned down on your web device (PC, tablet smartphone) to avoid audio feedback. If undesired noise is heard, you may be muted or disconnected from the meeting.

The Transportation Board of Director's Meeting will be live-streamed on-line at www.nevadadot.com.

1. Welcome / Call to Order/ Roll Call
Governor Steve Sisolak, Lieutenant Governor Kate Marshall, Controller Catherine Byrne, Virginia Valentine, Justin Kalb, 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 November 9, 2020 Nevada Department of Transportation Board of Directors Meeting Minutes.—*For possible action.*
 4. Receive Director's Report.—*Informational item only.*
 5. Consideration of Approval of Contracts over \$5,000,000—*For possible action.*
 6. Consideration of Approval of Agreements over \$300,000—*For possible action.*
 7. 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.*
 8. Consideration of Approval for a Resolution of Abandonment of a portion of Sky Pointe Drive between Kyle Canyon Road and Skye Canyon Park Drive, along US-95, in the City of Las Vegas, County of Clark, State of Nevada.—*For possible action.*
 9. Consideration of Approval for disposal by public auction, a parcel of land on the north side of Blue Diamond Rd., east of South Jones Blvd., in the County of Clark, State of Nevada.—*For possible action.*
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10. Consideration of Approval for disposal by public auction, a parcel of land east of I-580 between Huffaker Ln. and Green Acres Drive in the County of Washoe, State of Nevada -- *For possible action.*
11. Consideration of Approval for disposal by public auction, a parcel of land in the northeast quadrant of Interstate 80 and US-95 (W. Winnemucca Blvd.) in the City of Winnemucca, County of Humboldt, State of Nevada – *For possible action.*
12. Receive the 2021 State Highway Preservation Report – *For possible action.*
13. Receive the Nevada Department of Transportation 2020 Performance Management Report—*For possible action.*
14. 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.
15. 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.*
16. 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 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.

Due to the State of Nevada, Emergency Declaration, [Directive 006](#),



Department of Transportation
Board of Directors
Notice of Public Meeting
December 14, 2020 – 9:30 A.M.

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/>



Nevada Department of Transportation

Board of Directors • Meeting Minutes

November 9, 2020

9:30 A.M.

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

1. Welcome/Call to Order/Roll Call

Governor Sisolak called the meeting to order on Monday, November 9, 2020. A roll call was conducted, and a quorum was established.

Present: Governor Steve Sisolak, Lt. Governor Kate Marshall, Controller Catherine Byrne, Member Virginia Valentine, Member Justin Kalb, Member Stephen Ascuaga.

2. Public Comment #1

There were no public comments regarding items on the agenda.

3. Consideration of Approval of the October 12, 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 October 12, 2020 Nevada Department of Transportation Board of Directors Meeting Minutes

By: Lieutenant Governor Kate Marshall

Vote: Passed unanimously



Nevada Department of Transportation

Board of Directors • Meeting Minutes

November 9, 2020

9:30 A.M.

4. Receive Director's Report (Informational Item)

Director Swallow began the Director's Report with a discussion on safety. The data from October is not yet available, so Director Swallow focused instead on what was needed to keep roads safe. Director Swallow reported that last year 51 pedestrians lost their lives on Nevada roadways and from January to September this year, so far, 62 pedestrians have lost their lives on Nevada roadways. Director Swallow reminded the Board that as a result of the time change, it is now darker earlier in the evenings and cautioned drivers to be aware of pedestrians out walking dogs, kids walking to and from school, and the fact that it is more difficult to see them in the dusk and dawn timeframes. Director Swallow emphasized the importance of pedestrians wearing brightly colored clothing, reflective wristbands, and reflective foot bands to be better seen. Director Swallow reminded drivers to be extra vigilant of possible pedestrians when driving. Director Swallow also reminded drivers to keep a safe distance between cars and check the integrity of tires as it is now snow season. Director Swallow shared a story with the Board of a fatal crash involving a car and a pedestrian that occurred on October 30, 2020, on I-15 northbound near Primm. The male pedestrian was confirmed deceased at the scene. It is not known whether or not the pedestrian was in the roadway. The car remained on the scene and is cooperating with the investigation. This story illustrates the Director's point that it is imperative to be vigilant both as a driver and as a pedestrian, and underscores the importance of pedestrians being as visible as possible.

Director Swallow provided update on the volumes in various places as they relate to COVID as they give an idea as to how system performance with regards to revenue. In Reno, volumes fell in October. In Las Vegas, volumes increased in October, and along I-80 in Elko the volumes continue to increase. Director Swallow reported that the increase along I-80 in Elko is indicative of revenue stabilization but remains a concern because the increase is due in large part to trucking traffic. Director Swallow reported that it is important to be aware of what impact the trucking traffic may have on the network in terms of prioritizing preservation efforts moving forward.

Director Swallow discussed the I-15 Tropicana design build. In September, the request for qualifications for design build teams was issued. Three statements of qualifications were received, and all three teams made the short list. The three teams include: Ames Construction partnered with Horrocks Engineers; Las Vegas Paving partnered with Jacobs Engineering; and Kiewit partnered with Atkins. Next steps in this project include issuing a draft request for proposal later in November and a final request for proposal in early 2021. It is anticipated that proposals will be received from the three teams in the spring and that the contract will be awarded in summer of 2021.



Nevada Department of Transportation

Board of Directors • Meeting Minutes

November 9, 2020

9:30 A.M.

Director Swallow provided an update on jobs. In October, there were no construction contracts on the agenda. Only 13 job years have been approved thus far for this federal fiscal year. Director Swallow informed the Board that if the four projects on the agenda packet for this meeting are approved, that will produce 1,062 job years for a total of 1,075 job years for all of October and November.

Director Swallow announced the hiring of Jeff Lerud to the executive leadership team. Mr. Lerud is the Assistant Director of Engineering. Mr. Lerud graduated from University of Nevada, Reno with a Bachelor of Science degree in civil engineering. He is a registered professional engineer and a certified public manager who has worked with NDOT since 1995. Mr. Lerud has worked in roadway design, traffic operations, and project management where he has managed projects in the north and south for the last ten years. Mr. Lerud was the lead on the Tropicana design build and is now transitioning the project in preparation for his new role.

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

Director Swallow discussed the four contracts for the Board's consideration. The first low bidder was Road and Highway Builders for a 25-mile project along I-80 between Lovelock and Winnemucca. The second bidder is Granite Construction Company for six miles of roadways, including passing lanes, on US 93 between Wells and Jackpot. The third bidder is Q & D Construction for 32 miles of I-80 between the Osino Interchange and the Death Starr Interchange. The fourth bidder is also Q & D Construction for a contract of five miles of I-80 between Emigrant Pass Interchange just east of Beowawe and west of the Eureka/Elko line.

Motion: Approve the four contracts

By: Member Virginia Valentine

Vote: Passed unanimously

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

Director Swallow informed the Board that three agreements are presented to the Board for consideration. The first is for additional construction service augmentation to assist crews in Districts 1, 2, and 3. There will be three master agreements, one for each district: recommended for District 1 is Horrocks Engineers; recommended for District 2 is Construction Materials Engineer, Inc.; recommended for District 3 is Geotechnical and Environmental Services. The second agreement for the Board's consideration is for a corridor management plan for US 50 from Spooner Summit to State Line. NDOT recommends Wood Rodgers for this



Nevada Department of Transportation

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9:30 A.M.

project. The third agreement for the Board's consideration is for renewal of a two-year contract with Jacobs Engineering, Inc. for policy analysis and federal government affairs work related to transportation programs, projects, legislation, and regulations.

Motion: Approve the three agreements
By: Member Justin Kalb
Vote: Passed unanimously

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

Director Swallow informed the Board that this is an information item only.

There were no questions from members of the Board.

8. Consideration of Approval for disposal by direct sale to the City of Reno, a portion of the Governor's Bowl, designated as SUR 20-12, Parcel I-080-WA-014.555 XS1, located in the City of Reno, County of Washoe, State of Nevada (For Possible Action)

Director Swallow informed the Board that the piece of land in question is in the southwest quadrant of the Spaghetti Bowl in Reno. The City of Reno currently leases the land and has a lease extending for approximately another 40 years at \$1 per year. The City of Reno has requested the direct sale and NDOT recommends honoring that request, pursuant to their surplus process, as NDOT no longer needs it.

Reno Mayor Hillary Schieve thanked the Board, Governor Sisolak, and Director Swallow by telephone for being great partners with the City of Reno.

Governor Sisolak commented that his understanding is that all the adjacent property to the parcel of land in question is industrial and asked Mayor Schieve for confirmation.

Mayor Schieve confirmed that the Governor's understanding is correct.

Governor Sisolak asked if all adjacent property owners were aware of the sale. Mayor Schieve confirmed that they are.



Nevada Department of Transportation

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November 9, 2020

9:30 A.M.

Lieutenant Governor Kate Marshall commended NDOT and Director Kristina Swallow for their success in facilitating the City of Reno's request, commenting that this was actually a quite complicated process.

Mayor Schieve also thanked and commended NDOT's team.

Governor Sisolak also thanked and commended NDOT.

Motion: Approve the direct sale of the land to City of Reno

By: Lieutenant Governor Kate Marshall

Vote: Passed unanimously

9. Public Comment

Leslie Creel from Elko County called to follow up on her September 14 public comment regarding public support for a five-mile bike path between Elko and Spring Creek. Ms. Creel informed the Board that the local NDOT district engineer informed her that he needed public support to advance the path, and in response, the Elko community posted a petition on a Facebook thread that garnered 674 names. The local NDOT district engineer reported that he needs head office to support the project. Ms. Creel informed the Board that with an accelerated effort, they could partner with Southwest Gas pipeline reclamation for a three-mile stretch of the path for the fall of 2021. Ms. Creel looked to the Board for recommendations on how the Elko community could gather the needed political support and partner with NDOT to make the bike path a reality.

Alita Dupree from Las Vegas called into the meeting to discuss HOV lanes. Ms. Dupree expressed her continued support for the 24-hour HOV lanes. Ms. Dupree commented that she looks forward to improvement and refinement of that system by adding more entry and exit points along those HOV lanes. Ms. Dupree discussed the need for safety enforcement on the HOV lane system, particularly with winter approaching and more hours of darkness. Ms. Dupree discussed the importance of keeping the roads up for trucks coming into Nevada. Ms. Dupree discussed the need to look for new ways to pay for roads and discussed electrification and posited that Nevada cannot be dependent solely on sales of gasoline and diesel fuel to move forward. Ms. Dupree suggested the idea of express lanes requiring modest tolls through a transponder or app during periods of congestion.



Nevada Department of Transportation

Board of Directors • Meeting Minutes

November 9, 2020

9:30 A.M.

Lieutenant Governor Kate Marshall asked Director Swallow to follow up with Leslie Creel regarding her request for help in facilitating the process for the bike path in Elko County.

Director Swallow assured the Lieutenant Governor that she would do so.

10. Executive Session

There was no executive session.

11. Adjournment

Motion: Adjourn the November 9, 2020 Nevada Department of Transportation Board of Directors Meeting
By: Member Virginia Valentine
Vote: Passed unanimously



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

MEMORANDUM

December 2, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: December 14, 2020 | Transportation Board of Directors Meeting

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

Summary:

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

Background:

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

The attached construction contracts constitute all contracts over \$5,000,000 for which the bids were opened and the analysis completed by the Bid Review and Analysis Team and the Contract Compliance section of the Department from October 17, 2020, through November 12, 2020.

Analysis:

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

List of Attachments:

- A. State of Nevada Department of Transportation Contracts for Approval, October 17, 2020, through November 12, 2020.

MEMORANDUM
Department of Transportation Board of Directors
December 2, 2020
Page 2 of 2

Recommendation for Board Action:

Approval of the contracts listed on Attachment A.

Prepared by:

Administrative Services Division

Attachment

A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION
CONTRACTS FOR APPROVAL
October 17, 2020, through November 12, 2020**

1. October 15, 2020 at 1:30 PM the following bids were opened for Contract **802-20**, SP-MS-1101(011), at the Las Vegas Maintenance Station, in Clark County, to reconfigure entrances, relocation of wash station, demolish Building "F", improve asphalt surface and permit waste operation, and stormwater. Include fuel station upgrades, construct administration, ROW costs and permitting fees.

CG&B Enterprises, Inc.....	\$11,056,000.00
MMC, Inc.....	\$11,597,365.00
MKD Construction, Inc.....	\$12,220,000.00
Engineer's Estimate	\$9,995,348.00

The Director recommends award to CG&B Enterprises, Inc. in the amount of \$11,056,000.00.

Line Item 1




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

MEMORANDUM
Administrative Services

November 4, 2020

To: Kristina Swallow, P.E., Director
 Jeff Lerud, Assistant Director, Engineering
 Darin Tedford, Assistant Director, Operations

From: Tyler Saunders, Contract Services Manager – Administrative Services 

Subject: Concurrence in Award for Contract No. 802-20, Project No. SP-MS-1101(011), at the Las Vegas Maintenance Station, in Clark County, described as reconfigure entrances, relocation of wash station, demolish Building “F”, improve asphalt surface and permit waste operation, and stormwater. Include fuel station upgrades, construction administration, ROW costs and permitting fees. The Engineer’s Estimate is \$9,995,348.

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

Bid proposals were opened on October 15, 2020. CG&B Enterprises, Inc. is the apparent low bidder at \$11,056,000.00 and they submitted a properly executed proposal, bid bond and anti-collusion affidavit. The second low bidder is MMC, Inc. with a bid of \$11,597,365.00.

The project is State funded; required 6.47% DBE participation and Bidder’s Preference was applied but did not affect the successful contractor’s ranking.

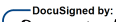
The subcontractor and supplier listings submitted by the CG&B Enterprises, Inc. have been reviewed and confirmed by Contract Services. The SBE information submitted by the CG&B Enterprises, Inc. has been reviewed and certified by the External Civil Rights office. CG&B Enterprises, Inc. has met the required SBE participation with a 6.79% commitment. The bid is within the Engineer’s Estimate Range, and a copy of the Unofficial Bid Results report is attached for your reference. The Division Chief has provided her recommendation to award, and the memo is attached.

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

Concurrence to award:

 *Jeffery Lerud*

 Jeff Lerud, Assistant Director

 *Darin Tedford*

 Darin Tedford, Assistant Director

 *Kristina Swallow*

 Kristina Swallow, P.E., Director

Attachments:
Unofficial Bid Results Report
SBE Sub Approval
Recommendation to Award



Nevada Department of Transportation
Unofficial Bid Results
October 15, 2020

Contract Number: 802-20	Bid Opening Date: 10/15/2020
Designer: Stantec Consulting	Bid Opening Time: 1:30 PM PDT
Senior Designer: Joe Resong	Liquidated Damages: \$2,325.00
Estimate Range: R29 (\$9,550,000.01 to \$11,500,000.00)	Working Days: 395
Project Number: SP-MS-1101(011)	District: District I

County: Clark
Location: Las Vegas Maintenance Station
Description: Reconfigure Entrances, Relocation of Wash Station, Demolish Building "F", improve Asphalt Surface and Permit Waste Operation, and Stormwater. include Fuel Station Upgrades, Construction, Administration, Row Costs and Permitting Fees.

	Actual Bid
Apparent Low Bidder: CG&B Enterprises, Inc.	\$11,056,000.00
Apparent 2nd: MMC, Inc.	\$11,597,365.00
Apparent 3rd: Target Construction, Inc.	\$12,220,000.00

	Bidders:	Certificate of Eligibility	Actual Bid Amount
1	CG&B Enterprises, Inc. 221 Sunpac Ave. Henderson, NV 89011 (702) 565-6564	✓	\$11,056,000.00
2	MMC, Inc. 6600 Amelia Earhart Ct. STE B Las Vegas, NV 89119 (702) 642-3332	✓	\$11,597,365.00
3	Target Construction, Inc. 2035 E. Windmill Lane Las Vegas, NV 89123 (702) 262-1260	✓	\$12,220,000.00



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

MEMORANDUM
Contract Compliance

October 23, 2020

To: Doug Benamati, Deputy Chief – Administrative Services

From: Paulita De La Cruz, DBE Specialist

DocuSigned by:

9A647C8047694B9...

Subject: NDOT Bidder SBE Information – Contract no. 802-20, D1 Headquarters Complex on 123 E. Washington Ave. in Las Vegas; Reconfigure entrances, relocation of wash station, demolish Bldg. F, improve asphalt surface, improve & permit waste operation, stormwater improvements, fuel station upgrades, construction administration and permitting fees

Apparent low bid: \$11,056,000.00

The SBE information for Baldwin Demolition and Black Canyon Construction, as submitted by the apparent low bidder, CG&B Enterprises Inc., has been received by DBE Program Office and we have concluded:

Baldwin Demolition and Black Canyon Construction hold active State of Nevada business and Nevada State Contractors Board licenses and are Nevada certified SBE firms. Additionally, all SBE firms are clear of State disqualification and Federal exclusion.

The SBE goal of 6.47% has been met with a 6.79% SBE committed participation by the apparent low bidder, CG&B Enterprises Inc.

The SBE firms are approved for this contract.

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




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

MEMORANDUM

Administrative Services

October 28, 2020

To: Anita Bush, P.E., Maintenance and Asset Management Division Head

From: Tyler Saunders, Contract Services Manager 


Subject: Recommendation to Award Contract No. 802-20, Project No. SP-MS-1101(011), at the Las Vegas Maintenance Station, in Clark County, described as Reconfigure entrances, relocation of wash station, demolish Building "F", improve asphalt surface and permit waste operation, and stormwater. Include fuel station upgrades, Construction Administration, ROW costs and permitting fees. The Engineer's Estimate is \$9,995,348.00.

Attached for your review is the Unofficial Bid Results for the above referenced contract.

There were 3 bids submitted which have been verified and are listed in ranked order. The project is State funded; DBE 6.47% participation; and Bidder's Preference was applied but did not affect the successful contractor's ranking.

- | | |
|------------------------------|-----------------|
| 1. CG&B Enterprises, Inc. | \$11,056,000.00 |
| 2. MMC, Inc. | \$11,597,365.00 |
| 3. Target Construction, Inc. | \$12,220,000.00 |

Recommend Award:

DocuSigned by:
DocuSigned by:


C66DD708BCF14A1...
Anita Bush

Additional Information Attached:

- Unofficial Bid Results
- Additional Justification x



From: [Resong, Joe](#)
To: [Ballew, Annette](#)
Subject: 802-20 justification - recommendation of award
Date: Thursday, October 29, 2020 4:14:00 PM

Annette,

The low bid for Project No. SP-MS-1101(011) is 10.6 percent higher than the Engineer's estimate. This difference may be due to the complex diversity of work contained in the project. The project has everything from demolition, large pre-manufactured products, structural components, to a significant amount of paving and utility work. The construction costs may have been influenced by the need to phase the project within an active maintenance station and the increase in certain material costs due to short supplies from the Covid-19 pandemic. Either way the costs are well within the estimating margin of a project of this complexity and size.

Is this what you are looking for?

Thanks,

Joe Resong
775 888 7548



INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

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

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Business Entity Type (Please select one)

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

2. Are you a publicly-traded corporation? Yes No

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

75

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

CG&B ENTERPRISES INC

5. Corporate/Business Entity Street Address:

Street Address: 221 Sunpac Ave	Website: cgandbinc.com
City, State and Zip Code: Henderson Nevada 89011	Point of Contact Name: Michael J McComb
Telephone and Fax No. 7025656564	Email: mmccomb@cgandbinc.com

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

Street Address:	Website:
City, State and Zip Code:	Point of Contact Name:
Local Telephone and Fax No. 7025656564	Email:

6. List of Owners/Officers

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

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

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
REED J SEATON	PRSIDENT	51.6
ROBERT ALLISON	VICE PRESIDENT	26.62
FRANK PETRINI	SEC/TREAS	6

*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
NONE	NONE	NONE	NONE

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

DocuSigned by:

 Signature
 RVP OF SALES
 Title

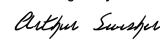
Mike McComb
 Print Name
 11/09/2020
 Date

For NDOT Use Only:

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

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

Notes/Comments:

DocuSigned by:

 Signature
 Arthur Swisher
 Print Name
 Authorized NDOT Representative



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

MEMORANDUM

December 2, 2020

TO: Department of Transportation Board of Directors
FROM: Kristina Swallow, P.E., Director
SUBJECT: December 14, 2020 | Transportation Board of Directors Meeting
ITEM #6: Consideration of Approval of Agreements Over \$300,000 - *For possible action.*

Summary:

The purpose of this item is to provide the Board a list of agreements over \$300,000 for discussion and approval following the process approved at the July 11, 2011, Transportation Board meeting. This list consists of:

- Design-Build contracts; 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 October 9, 2020 through November 12, 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 October 9, 2020 through November 12, 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
December 2, 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, October 9, 2020 through November 12, 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
 October 9, 2020 through November 12, 2020

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Amendment Amount	Total Amount of prior Amendments	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Division Head	Notes
1	21720	00	CA GROUP, INC.	CONSTRUCTION ENGINEERING SERVICES FOR CONTRACT 3833 CENTENNIAL BOWL PHASE 3D	Y	\$10,992,546.80	-	-	\$10,992,546.80	-	12/14/2020	6/30/2024	-	Service Provider	Construction	Jeff	Sharon	12-14-20: PROFESSIONAL AND TECHNICAL ENGINEERING SERVICE TO ENSURE THAT THE CONSTRUCTION OF PROJECT NHP-095-2(065), US 95/CC215 CONTRACT 3833 (PHASE 3D), ARE ACCOMPLISHED IN CONFORMANCE WITH THE PLANS, SPECIFICATIONS, AND ALL OTHER CONTRACT DOCUMENTS, CLARK COUNTY. NV B/L#: NVD20081407877-R PROPOSERS: CA GROUP, INC., CMWORKS, INC.

Line Item 1

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

217-20-040
For Agreement Services Only

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

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

If Amendment, name of Company:

Project ID #(s): NHP-095-2(065)

Type of Services: Construction Engineering Services

DS
SF

Originated by: Mark Caffaratti Division: Construction Date Originated: 05/08/2020

DS
ML

Division Head/District Engineer: Sharon Foerschler

Budget Category #: 466006 Object #: 814B Organization #: C040
Type of Funding: Federal % of Fund: 95 State Fiscal Year(s): 2021-2024

Amendment Estimated Cost:

Total Agreement Estimated Cost: \$13,443,969.74

Funding Notes: \$1,937,399.10 in FY 2021, \$4,635,101.38 in FY 2022, \$4,906,586.89 in FY 2023, \$1,964,882.37 in FY 2024

Financial Management:

DocuSigned by:
Donna Spelts 05/11/2020
6ABC3985622490...
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 05/11/2020
9E9E10973C1B46E...
Signature Date

Director:

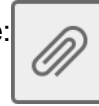
DocuSigned by:
Kristina L. Swallow 05/11/2020
C4B612FC2C1E4EB...
Signature Date

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION**

For Agreement Services Only
217-20-040

Attachments:

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



If Amendment, attach original Agreement here:

Any additional information to attach: Yes



Purpose of, and Justification for, Budget Request:

Due to the size and scope of Centennial Bowl 3D, the final phase of the US 95/I-215 System to System Interchange, the Construction Division is requesting approval to proceed with a solicitation to provide Construction Crew Augmentation Services for Construction Crew 926.

Scope of Services:

The scope of services provides Construction Engineering Services for augmenting Construction Crew 926 in District I on Project NHP-095-2(065), Centennial Bowl 3D, with an estimated 700 working days.



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

MEMORANDUM

November 16, 2020

TO: Jeff Lerud, Assistant Director DS
MWC
FROM: Mark Caffaratti, Project Manager
SUBJECT: Negotiation Summary for RFP P217-20-040 Centennial Bowl 3D

A negotiation meeting was held via Microsoft Teams on November 4th, 2020, with Shawn Meagher and James Caviola of CA Group and Abid Sulahria, Sam Lompa, Mario Gomez and Mark Caffaratti of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DBE goal for this agreement has been established at FOUR percent (4.0%).

This duration of this agreement will be 3 1/2 years, ending on June 30, 2024.

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

Scope of Services Attached.

Key personnel dedicated to this project are as follows:

Name	Title
James Caviola	Principal Engineer
Shawn Meagher	Assistant Resident Engineer

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.
Westwood Consulting	3716 SR 160 Phase 2	P561-17-040
VTN, Westwood, Aztech	Centennial Bowl Phase 2B/5	P215-17-040

The DEPARTMENT's original estimate was \$13,443,969.74, including direct labor (64,684 man-hours of work by the SERVICE PROVIDER).

The SERVICE PROVIDER's original estimate was \$12,627,712.39, including direct labor (65,192 man-hours of work by the SERVICE PROVIDER).

The negotiations yielded the following:

1. The total projected man-hours allocated for this project is 64,392.
2. The total negotiated cost for this agreement is \$10,992,546.80.

Reviewed and Approved:

DocuSigned by:

50C1047A442E436...
Assistant Director

Attachment A

CONSTRUCTION CREW 926 AUGMENTATION FOR PROJECT NHP-095-2(065)

ON US 95 and I-215 IN CLARK COUNTY

SCOPE OF SERVICES

The SERVICE PROVIDER agrees to perform professional and technical engineering services to ensure that the construction of Project NHP-095-2(065), US 95 Phase 3D, in Clark County are accomplished in conformance with the plans, specifications, and all other contract documents.

The SERVICE PROVIDER shall provide up to one (1) Assistant Resident Engineer, one (1) CPM Schedule Reviewer, one (1) ITS System Integrator, one (1) fully equipped two-man survey crew, three (3) Inspectors level IV, two (2) Inspectors Level III, two (2) Testers, three (3) On-Call Testers as needed, four (4) nuclear gauges, a fully equipped and functional office, trucks, and cell phones. The SERVICE PROVIDER shall provide incidental equipment as may be required by the DEPARTMENT.

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

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

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

The SERVICE PROVIDER shall provide one (1) Assistant Resident Engineer (Key Personnel) with a minimum of three (3) years of experience utilizing the NDOT Construction Manual procedures, Office Procedure and Documentation Manual, and the Synopsis of Materials Division Testing Manual for Field Testing Manual procedures or Three (3) years of equivalent experience on Federal Highway Administration (FHWA) projects. The person shall also have at least five (5) years of Supervising Bridge Inspection and Tie-Back Wall experience. This position may not be required for the duration of the project.

The SERVICE PROVIDER shall provide three (3) Inspectors Level IV each with a minimum of five (5) years of higher-level highway construction inspection experience. The SERVICE PROVIDER shall provide at least one (1) inspectors with a minimum of 5 years of bridge inspection experience and at least one (1) inspector must be an NDOT certified Water Pollution Control Manager (WPCM). Assign staff to the project to efficiently complete the scope of services (not all personnel may be required full time).

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

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

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

The SERVICE PROVIDER shall equip Assistant Resident Engineer with a Windows-based computer and a printer. A computer capable of supporting many software such as Bluebeam, Oracle P6 and the AWP software utilized by the DEPARTMENT for documenting field inspection activities.

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

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

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

The SERVICE PROVIDER shall provide one (1) field office with a minimum of 2400 SQFT or take over an existing lease or provide a triple wide trailer office for exclusive use by NDOT for the duration of the project. Locate the office within ½ mile of the project limits or other approved location. Provide as needed maintenance to the office and bi-weekly cleaning services. The SERVICE PROVIDER shall also provide incidental equipment as may be required by the DEPARTMENT.

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):

C.A. Group, Inc.

5. Corporate/Business Entity Street Address:

Street Address: 2785 South Rainbow Blvd	Website: www.c-agroup.com
City, State and Zip Code: Las Vegas, NV 89146	Point of Contact Name: James Caviola
Telephone and Fax No. 702.418.6822, 702.685.5947	Email: james.caviola@c-agroup.com

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

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

6. List of Owners/Officers

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

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

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
James Caviola	President	Zero
Chad Anson	Executive Vice President	Zero
Shawn Meagher	Vice President & Secretary	Zero
C.A. Group, Inc. Employee Stock Ownership Trust		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

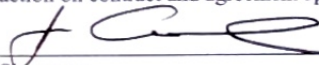
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

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

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

James Caviola

 Print Name

President

 Title

11/16/20

 Date

For NDOT Use Only:

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

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

Notes/Comments:

 Signature

 Print Name
 Authorized NDOT Representative



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

MEMORANDUM

December 2, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: December 14, 2020 | Transportation Board of Directors Meeting

ITEM #7: 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.*

Summary:

The purpose of this item is to inform the Board of the following:

- Construction contracts under \$5,000,000 awarded September 11, 2020 through November 12, 2020.
- Agreements under \$300,000 executed October 9, 2020 through November 12, 2020.
- Settlements entered into by the Department which were presented for approval to the Board of Examiners October 9, 2020 through November 12, 2020.

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

Background:

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

The Department contracts for services relating to the construction, operation and maintenance of the State's multi-modal transportation system. Contracts listed in this item are all low-bid per statute and executed by the Governor in his capacity as Board Chairman. The projects are part of the STIP document approved by the Board. In addition, the Department negotiates settlements with contractors, property owners, and other parties to resolve disputes. These proposed settlements are presented to the Board of Examiners, with the support and advisement of the Attorney General's Office, for approval. Other matters included in this item would be any emergency agreements entered into by the Department during the reporting period.

The attached construction contracts constitute all that were awarded for construction from September 11, 2020 through November 12, 2020 and agreements executed by the Department from October 9, 2020 through November 12, 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, September 11, 2020 through November 12, 2020.
- B. State of Nevada Department of Transportation Executed Agreements – Informational, October 9, 2020 through November 12, 2020.

Recommendation for Board Action:

Informational item only

Prepared by:

Administrative Services Division

Attachment

A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION
 CONTRACTS AWARDED - INFORMATIONAL
 September 11, 2020 through November 12, 2020**

1. September 17, 2020 at 1:30 PM the following bids were opened for Contract **3847**, Project No. TAP- 0828(002), on SR 828, Farm District Road from Crimson Road to Jasmine Lane, Fernley, in Lyon County, to construct a multi-use path, Phase 2.

A & K Earth Movers, Inc.....	\$876,000.00
Granite Construction Company.....	\$893,893.00
Aspen Developers Corp.....	\$1,055,499.00
Spanish Springs Construction, Inc.	\$1,221,444.00
MKD Construction, Inc.....	\$1,297,777.00

Engineer's Estimate\$1,062,943.26

The Director awarded the contract on October 13, 2020 to A & K Earth Movers, Inc. in the amount of \$876,000.00.

2. September 24, 2020 at 2:30 PM the following bids were opened for Contract **3850**, Project No. TAP- 0221(005), on SR 221, Chestnut Street from 2nd Street to Puett Drive, in Elko County, to cold mill and place plantmix bituminous surface with open grade, curb, gutter, sidewalk, and ADA improvements.

Granite Construction Company.....	\$1,718,718.00
Q & D Construction LLC.....	\$1,914,000.00
Sierra Nevada Construction, Inc.	\$2,124,007.00
Remington Construction Company LLC.....	\$2,622,622.00

Engineer's Estimate\$1,912,939.80

The Director awarded the contract on October 23, 2020 to Granite Construction Company in the amount of \$1,718,718.00.

3. October 1, 2020 at 2:00 PM the following bids were opened for Contract **3851**, Project No. SPI-080-1 (088), on I-80 Eastbound, in Washoe County, to install a dynamic message sign.

Nevada Barricade and Sign Company, Inc.....	\$399,000.00
Titan Electrical Contracting, Inc.....	\$445,422.10
PAR Electrical Contractors, Inc.....	\$459,523.60

Engineer's Estimate\$455,438.81

The Director awarded the contract on October 22, 2020 to Nevada Barricade and Sign Company, Inc. in the amount of \$399,000.00.

4. October 1, 2020 at 2:30 PM the following bids were opened for Contract **3846**, Project No. NHP-0396 (004), on SR 396, Cornell Avenue, over the Humboldt River, in Pershing County, to replace Structure B-28.

Q & D Construction LLC.....	\$3,494,000.00
Concrete Placing Co., Inc.....	\$4,129,884.44
MKD Construction, Inc.....	\$4,777,777.00

Engineer's Estimate\$4,080,190.57

The Director awarded the contract on October 23, 2020, to Q & D Construction LLC in the amount of \$3,494,000.00.

Attachment B

State of Nevada Department of Transportation
Executed Agreements - Informational
October 9, 2020 through November 12, 2020

Attachment B

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	48020	00	SRS DISTRIBUTION INC.	PROPERTY ACQUISITION	N	\$60,200.00	-	-	\$60,200.00	-	11/05/2020	11/30/2025	-	Acquisition	Right-of-Way	Jeff	Craig	11-05-20: PURCHASE OF REAL PROPERTY IDENTIFIED AS TENANT-OWNED IMPROVEMENTS, DESCRIBED AS A SIXTY FOUR (64) FOOT BY TWELVE (12) FOOT BY FOUR (4) FOOT REINFORCED CONCRETE LOADING DOCK WITH GATE, HANDRAIL, AND TWO HUNDRED AND ONE (201) LINEAR FEET OF SIX (6) FOOT CHAIN LINK FENCE, ON PARCEL 008-381-35, AT 2000 EAST 4TH STREET, WASHOE COUNTY. NV B/L#: NVF20111722980
2	36420	00	RTC WASHOE	CORRIDOR STUDY	Y	\$350,000.00	-	-	\$350,000.00	-	10/26/2020	12/31/2021	-	Cooperative	Planning	Sondra	Mark	10-26-20: PROVIDE FUNDING TO CONDUCT A MULTIMODAL ANALYSIS FOR TRANSPORTATION IMPROVEMENTS ON THE MCCARRAN BOULEVARD LOOP, WASHOE COUNTY. NV B/L#: EXEMPT
3	46520	00	NV ENERGY	DESIGN INITIATION	Y	\$3,000.00	-	-	\$3,000.00	-	10/09/2020	10/31/2021	-	Facility	Right-of-Way	Jeff	Craig	10-09-20: INSTALLATION OF A NEW SERVICE PEDESTAL TO POWER RECTANGULAR RAPID FLASHING BEACON AT STATE ROUTE 305 AND BROYLES RANCH ROAD IN BATTLE MOUNTAIN, LANDER COUNTY. NV B/L#: NVD19831015840
4	40820	00	ACCESS TO HEALTHCARE NETWORK	GRANT-FUNDED PUBLIC TRANSIT	Y	\$139,675.00	-	-	\$139,675.00	-	10/01/2020	09/30/2021	-	Grantee	Planning	Sondra	Mark	10-01-20: ALLOCATION OF 5311 FEDERAL ASSISTANCE FOR RURAL PUBLIC TRANSPORTATION, STATEWIDE. NV B/L#: NVD20061133335
5	40320	00	DOUGLAS AREA RURAL TRANSIT	GRANT-FUNDED PUBLIC TRANSIT	Y	\$781,434.00	-	-	\$781,434.00	-	10/01/2020	09/30/2021	-	Grantee	Planning	Sondra	Mark	10-01-20: ALLOCATION OF 5311 FEDERAL ASSISTANCE FOR RURAL PUBLIC TRANSPORTATION, DOUGLAS COUNTY. NV B/L#: EXEMPT
6	40420	00	ELKO COUNTY	GRANT-FUNDED PUBLIC TRANSIT	Y	\$978,668.00	-	-	\$978,668.00	-	10/01/2020	09/30/2021	-	Grantee	Planning	Sondra	Mark	10-01-20: ALLOCATION OF 5311 FEDERAL ASSISTANCE FOR RURAL PUBLIC TRANSPORTATION, ELKO COUNTY. NV B/L#: EXEMPT
7	40520	00	HUMBOLDT COUNTY	GRANT-FUNDED PUBLIC TRANSIT	Y	\$422,231.00	-	-	\$422,231.00	-	10/01/2020	09/30/2021	-	Grantee	Planning	Sondra	Mark	10-01-20: ALLOCATION OF 5311 FEDERAL ASSISTANCE FOR RURAL PUBLIC TRANSPORTATION, HUMBOLDT AND PERSHING COUNTIES. NV B/L#: EXEMPT
8	40920	00	NYE COMMUNITIES COALITION	GRANT-FUNDED PUBLIC TRANSIT	Y	\$97,464.00	-	-	\$97,464.00	-	10/01/2020	09/30/2021	-	Grantee	Planning	Sondra	Mark	10-01-20: ALLOCATION OF 5311 FEDERAL ASSISTANCE FOR RURAL PUBLIC TRANSPORTATION, CLARK, ESMERALDA, LINCOLN, AND NYE COUNTIES. NV B/L#: NVD20021504003
9	41220	00	PAHRUMP SENIOR CENTER	GRANT-FUNDED PUBLIC TRANSIT	Y	\$503,740.00	-	-	\$503,740.00	-	10/01/2020	09/30/2021	-	Grantee	Planning	Sondra	Mark	10-01-20: ALLOCATION OF 5311 FEDERAL ASSISTANCE FOR RURAL PUBLIC TRANSPORTATION, NYE COUNTY. NV B/L#: NVD19991261846
10	41020	00	PARTNERS ALLIED FOR COMMUNITY	GRANT-FUNDED PUBLIC TRANSIT	Y	\$85,260.00	-	-	\$85,260.00	-	10/01/2020	09/30/2021	-	Grantee	Planning	Sondra	Mark	10-01-20: ALLOCATION OF 5311 FEDERAL ASSISTANCE FOR RURAL PUBLIC TRANSPORTATION, STATEWIDE. NV B/L#: NVD20021420154
11	41520	00	SOUTHERN NEVADA TRANSIT	GRANT-FUNDED PUBLIC TRANSIT	Y	\$2,506,756.00	-	-	\$2,506,756.00	-	10/05/2020	09/30/2021	-	Grantee	Planning	Sondra	Mark	10-05-20: ALLOCATION OF 5311 FEDERAL ASSISTANCE FOR RURAL PUBLIC TRANSPORTATION, CLARK COUNTY. NV B/L#: NVD20021343670
12	41620	00	SOUTHERN NEVADA TRANSIT	GRANT-FUNDED PUBLIC TRANSIT	Y	\$1,050,039.00	-	-	\$1,050,039.00	-	10/05/2020	09/30/2021	-	Grantee	Planning	Sondra	Mark	10-05-20: ALLOCATION OF 5311 FEDERAL ASSISTANCE FOR RURAL PUBLIC TRANSPORTATION, CLARK COUNTY. NV B/L#: NVD20021343670
13	41720	00	TAHOE TRANSPORTATION DISTRICT	GRANT-FUNDED PUBLIC TRANSIT	Y	\$3,059,452.00	-	-	\$3,059,452.00	-	10/05/2020	09/30/2021	-	Grantee	Planning	Sondra	Mark	10-05-20: ALLOCATION OF 5311 FEDERAL ASSISTANCE FOR RURAL PUBLIC TRANSPORTATION, CARSON CITY AND DOUGLAS COUNTIES. NV B/L#: NVD20101738296
14	41820	00	WHITE PINE COUNTY - ELY BUS	GRANT-FUNDED PUBLIC TRANSIT	Y	\$220,350.00	-	-	\$220,350.00	-	10/05/2020	09/30/2021	-	Grantee	Planning	Sondra	Mark	10-05-20: ALLOCATION OF 5311 FEDERAL ASSISTANCE FOR RURAL PUBLIC TRANSPORTATION, WHITE PINE COUNTY. NV B/L#: EXEMPT
15	34020	00	CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT	EXPEDITED PROCESS REVIEW	Y	\$12,500.00	-	-	\$12,500.00	-	10/21/2020	12/31/2040	-	Interlocal	Project Management	Jeff	Nick	10-21-20: EXPEDITED REVIEW PROCESS OF THE UNITED STATES ARMY CORPS OF ENGINEERS FOR APPROVAL OF A SECTION 408 PERMISSIONS TO ALLOW FOR THE ALTERCATION OR MODIFICATION OF THE TROPICANA DETENTION BASIN OUTFALL STRUCTURE THROUGH THE EXISTING 214 AGREEMENT, CLARK COUNTY. NV B/L#: EXEMPT
16	52420	00	TRUCKEE MEADOWS COMMUNITY COLLEGE SAFETY CENTER	CONFINED SPACE TRAINING	N	\$1,540.00	-	-	\$1,540.00	-	11/09/2020	06/30/2021	-	Interlocal	Training	Cole	Barbara	11-09-20: PROVIDE SIX (6) TO EIGHT (8)-HOUR CONFINED SPACE TRAINING FOR TONOPAH CREWS TO REPLACE HEATING COILS IN 10,000-GALLON HORIZONTAL OIL STORAGE TANK AND PREPARE FOR FUTURE CONFINED SPACE NEEDS, NYE COUNTY. NV B/L#: EXEMPT
17	45720	00	USDA, US FOREST SERVICE AND LAKE TAHOE BASIN MANAGEMENT UNIT	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	Y	\$11,535.28	-	-	\$11,535.28	-	10/26/2020	12/31/2023	-	Right-of-Way Access	Right-of-Way	Jeff	Craig	10-26-20: CONSTRUCTION AND MAINTENANCE OF THE INFILTRATION BASINS AND ASSOCIATED HYDRAULIC IMPROVEMENTS ON PARCELS S-028-WA-000.471PE1, S-028-WA-000.493PE1, AND S-028-WA-000.598PE1 TO REDUCE THE QUANTITY OF FINE SEDIMENT DISCHARGE REACHING MARLETTE CREEK AND LAKE TAHOE FROM DEPARTMENT'S RIGHT-OF-WAY, WASHOE COUNTY. NV B/L#: EXEMPT
18	35520	00	ACHA CONSTRUCTION, LLC	CONSTRUCT ADA RAMP	N	\$27,186.00	-	-	\$27,186.00	-	10/22/2020	05/31/2021	-	Service Provider	District III	Tracy	Boyd	10-22-20: CONSTRUCT AN ADA RAMP FOR THE ELKO NDOT TRAINING ROOM, ELKO COUNTY. NV B/L#: NVD20091375725-Q PROPOSERS: ACHA CONSTRUCTION, LLC
19	47120	00	ANDERSON VALUATION GROUP, LLC	APPRAISAL SERVICES	Y	\$5,000.00	-	-	\$5,000.00	-	11/02/2020	10/31/2021	-	Service Provider	Right-of-Way	Jeff	Craig	11-02-20: APPRAISAL TO DETERMINE RENTAL RATE FOR PROPOSED AIRSPACE LEASE FOR PARKING AND LANDSCAPING, FOR NDOT ADJACENT PARCELS 162-08-899-034, 162-08-899-036, AND 162-08-899-038, CLARK COUNTY. NV B/L#: NVD20041285223
20	24920	00	AP MECHANICAL AND CRANE	CRANE MAINTENANCE	N	\$42,824.00	-	-	\$42,824.00	-	08/19/2020	03/31/2023	-	Service Provider	District III	Tracy	Boyd	08-19-20: MAINTENANCE AND REPAIR SERVICE OF CRANES AND/OR HOISTS AT VARIOUS LOCATIONS, ELKO, EUREKA, HUMBOLDT, LANDER, AND WHITE PINE COUNTIES. NV B/L#: NVD20131398164-Q PROPOSERS: AP MECHANICAL & CRANE SERVICE, LLC
21	08511	05	ATKINS NORTH AMERICA, INC.	LANDSCAPE AT WOODBURY BELTWAY	Y	\$641,100.00	\$356,676	\$31,657.00	\$1,029,433.00	-	03/02/2011	12/31/2024	11/09/2020	Service Provider	Project Management	Jeff	Nick	AMD 5 11-09-20: EXTEND TERMINATION DATE FROM 12-31-22 TO 12-31-24 DUE TO THE FINAL CONSTRUCTION SCHEDULE FOR THE FINAL PHASE OF THE CENTENNIAL BOWL AND INCREASE AUTHORITY BY \$31,657.00 FROM \$997,776.00 TO \$1,029,433.00 DUE TO ADDITIONAL WORK NEEDED TO COMPLETE THE DESIGN AND CONSTRUCTION OF THE FINAL PHASE OF THE CENTENNIAL BOWL. AMD 4 07-23-18: CORRECTED ERROR IN AMOUNT OF \$939,676.00 TO \$939,776.00 AND INCREASE AUTHORITY BY \$58,000.00 FROM \$939,776.00 TO \$997,776.00 DUE TO ADDITIONAL WORK NEEDED TO COMPLETE THE DESIGN AND CONSTRUCTION OF THE REMAINING PHASES OF THE PROJECT. AMD 3 08-28-17: TO INCREASE AUTHORITY BY \$298,676.00 FROM \$641,100.00 TO \$939,676.00, ADD TO SCOPE OF SERVICES AND TO COMPLETE LANDSCAPE AND ARCHITECTURE DESIGN AND SUPPORT SERVICES FOR THE CENTENNIAL BOWL INTERCHANGE AND TO EXTEND THE TERMINATION DATE FROM 12-31-17 TO 12-31-22. AMD 2 12-14-15: EXTEND TERMINATION DATE FROM 12-31-15 TO 12-31-17 DUE TO DELAYS IN THE OVERALL PROJECT SCHEDULE. AMD 1 12-12-14: EXTEND TERMINATION DATE FROM 12-31-14 TO 12-31-15 DUE TO DELAYS IN THE OVERALL PROJECT. 03-02-11: PROVIDE LANDSCAPE ARCHITECT SERVICES FOR THE DESIGN OF THE US 95/CC-215 INTERCHANGE, CLARK COUNTY. NV B/L#: NV19981347315

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22	30920	00	BENEFICIAL DESIGNS, INC.	ADA DATA COLLECTION/REST AREAS	N	\$275,000.00	-	-	\$275,000.00	-	10/27/2020	06/30/2021	-	Service Provider	Contract Compliance	Cole	Sonnie	10-27-20: STATEWIDE DATA COLLECTION OF ADA REQUIREMENTS FOR REST AREAS AND TRANSMIT COLLECTED DATA TO ARCGIS, STATEWIDE. NV B/L#: NVD20001468715-R PROPOSERS: BENEFICIAL DESIGNS, INC., BUREAU VERITAS, CA GROUP, INC., DISABILITY ACCESS CONSULTANTS, LLC, KIMLEY-HORN AND ASSOCIATES, INC., MILLIGAN & COMPANY, LLC.
23	35820	00	D&B PROFESSIONAL CLEANING SERVICES	REST AREA JANITORIAL SERVICES	N	\$71,299.92	-	-	\$71,299.92	-	10/21/2020	03/21/2023	-	Service Provider	District III	Tracy	Boyd	10-21-20: JANITORIAL SERVICES AT THE VALMY REST AREA (EASTBOUND), 13 MILES WEST OF BATTLE MOUNTAIN, HUMBOLDT COUNTY. NV B/L#: NVD20101094756-Q PROPOSERS: D&B PROFESSIONAL CLEANING, ECO GREEN MAINTENANCE
24	35920	00	D&B PROFESSIONAL CLEANING SERVICES	REST AREA JANITORIAL SERVICES	N	\$61,999.92	-	-	\$61,999.92	-	11/10/2020	03/21/2023	-	Service Provider	District III	Tracy	Boyd	11-10-20: PROVIDE JANITORIAL SERVICES AT THE COSGRAVE REST AREA EASTBOUND, RP 804 AT MILEPOST PE-69.66, EIGHTEEN (18) MILES WEST OF WINNEMUCCA ON I-80, HUMBOLDT COUNTY. NV B/L#: NVD20101094756-Q PROPOSERS: D&B PROFESSIONAL CLEANING SERVICES, ECO GREEN MAINTENANCE, F.A.A.D. JANITORIAL, JANITORIAL NIA, AND QUALITY TRI-COUNTY JANITORIAL
25	33220	00	GIBSON CONSTRUCTION OF NEVADA, INC.	INSTALL VEHICLE LIFT	N	\$44,605.00	-	-	\$44,605.00	-	10/27/2020	12/31/2021	-	Service Provider	Architecture	Darin	Anita	10-27-20: INSTALLATION OF ONE (1) VEHICLE LIFT AT THE SOUTH LAS VEGAS EQUIPMENT SHOP, CLARK COUNTY. NV B/L#: NVD19971263505-Q PROPOSERS: GIBSON CONSTRUCTION OF NEVADA, INC.
26	36820	00	HAZCORE ENVIRONMENTAL, INC.	TRASH AND DEBRIS CLEAN-UP	N	\$250,000.00	-	-	\$250,000.00	-	10/20/2020	08/31/2021	-	Service Provider	District I	Tracy	Mario	10-20-20: ON-CALL SERVICES TO REMOVE TRASH AND DEBRIS FROM DEPARTMENT RIGHT-OF-WAY ON I-15 AND US 95, CLARK COUNTY. NV B/L#: NVD20171829851-Q PROPOSERS: HAZCORE ENVIRONMENTAL, INC., BLACK CANYON, AND ROWLEY CONSTRUCTION
27	51220	00	INTERNATIONAL CYBERNETICS	UPGRADE UNIT 1788	N	\$130,000.00	-	-	\$130,000.00	-	10/27/2020	06/15/2021	-	Service Provider	Equipment	Tracy	Wayne	10-27-20: UPGRADE OF UNIT 1788 FRICTION TESTER COMPUTER SYSTEM AND TRAILER SPINDLE UPGRADE, WASHOE COUNTY. NV B/L#: NVF20181412071-S
28	31120	00	L.L.O., INC. DBA ACME ELECTRIC	MODIFY TRAFFIC SIGNAL SYSTEMS	N	\$156,808.00	-	-	\$156,808.00	-	10/14/2020	12/31/2021	-	Service Provider	Traffic Operations	Darin	Rod	10-14-20: MODIFY TRAFFIC SIGNAL SYSTEMS AT VARIOUS LOCATIONS, CLARK COUNTY. NV B/L#: NVD19621001705-Q PROPOSERS: L.L.O., INC. DBA ACME ELECTRIC
29	44620	00	LAS VEGAS PAVING CORPORATION	PAVE NEON CAMPUS LOT	N	\$207,000.00	-	-	\$207,000.00	-	11/05/2020	06/30/2021	-	Service Provider	District I	Tracy	Mario	11-05-20: PAVE THE NEON CAMPUS GRAVEL LOT, AND INSTALL WATER AND SEWER LINES AT 1184 WESTERN AVENUE, CLARK COUNTY. NV B/L#: NVD19581000650-Q PROPOSERS: LAS VEGAS PAVING CORPORATION, AGGREGATE INDUSTRIES-SWR INC., GALT DEVELOPMENT, LLC., ROWLEY CONTRACTING, INC., AND TAB CONTRACTORS INC.
30	50420 50520 50620 50720	00	NICHOLS CONSULTING ENGINEERS, CHTD LOGAN SIMPSON DESIGN, INC. PALEOWEST, LLC KAUTZ ENVIRONMENTAL CONSULTANTS, INC.	ARCHEOLOGICAL ON-CALL SERVICES	N	\$250,000.00	-	-	\$250,000.00	-	11/05/2020	10/31/2023	-	Service Provider	Environmental	Cliff	My-Linh	11-05-20: FOUR SERVICE PROVIDERS SELECTED UNDER RFP 240-20-013 TO PROVIDE ARCHEOLOGICAL SERVICES FOR CULTURAL RESOURCES SECTION ON AN AS-NEEDED BASIS. THE SCOPE RANGES FROM BACKGROUND RESEARCH, SURVEY, SITE RECORDATION AND REPORT WRITING, TO TREATMENT PLAN PREPARATION, MITIGATION, AND MONITORING, AS DETAILED IN THE 2014 NEVADA TRANSPORTATION PROGRAMMATIC AGREEMENT AND THE NEVADA DEPARTMENT OF TRANSPORTATION CULTURAL RESOURCES HANDBOOK, STATEWIDE. NV B/L#: NV19891040686-R PROPOSERS: ASM AFFILIATES, KAUTZ ENVIRONMENTAL CONSULTANTS, INC., LOGAN SIMPSON DESIGN, INC., NICHOLS CONSULTING ENGINEERS, CHTD, PALEOWEST, LLC, SWCA ENVIRONMENTAL CONSULTANTS
31	31320	00	PAR ELECTRICAL CONTRACTORS, INC.	MODIFY TRAFFIC SIGNAL SYSTEMS	N	\$147,671.00	-	-	\$147,671.00	-	10/27/2020	12/31/2021	-	Service Provider	Traffic Operations	Darin	Rod	10-27-20: MODIFY TRAFFIC SIGNAL SYSTEMS AT VARIOUS LOCATIONS IN CARSON CITY AND DOUGLAS COUNTY. NV B/L#: NVD19931031312-Q PROPOSERS: PAR ELECTRICAL CONTRACTORS, INC., TITAN ELECTRICAL CONTRACTING, INC.
32	38720	00	SUMMIT ENGINEERING CORPORATION	BUILDING INSPECTION AND TESTING	N	\$17,150.00	-	-	\$17,150.00	-	10/12/2020	09/30/2021	-	Service Provider	Architecture	Darin	Anita	10-12-20: BUILDING INSPECTION, MATERIAL AND TESTING SERVICES DURING CONSTRUCTION OF THE DEPARTMENT'S DISTRICT II HEADQUARTERS ELEVATOR AND ADMINISTRATION BUILDING IMPROVEMENTS, WASHOE COUNTY. NV B/L#: NVD19781008234-S
33	39420	00	SUSANNE ELLINGSON, DBA ROYAL PANE JANITORIAL	JANITORIAL SERVICES	N	\$38,160.00	-	-	\$38,160.00	-	11/11/2020	03/31/2023	-	Service Provider	District III	Tracy	Boyd	11-11-20: PROVIDE JANITORIAL SERVICES AT THE DISTRICT III ELKO OFFICES, LOCATED AT 1951 IDAHO STREET, ELKO COUNTY. NV B/L#: NVD20101425610-Q PROPOSERS: SUSANNE ELLINGSON, DBA ROYAL PANE JANITORIAL
34	07620	00	WSP USA INC.	DATA ANALYSIS AND INTEGRATION	Y	\$96,026.56	-	-	\$96,026.56	-	10/16/2020	04/26/2021	-	Service Provider	Performance Analysis	Sondra	Peter	10-16-20: PERFORM ANALYSIS OF CURRENT FUEL TAX AND RELATED ROAD USE DATA AND DEVELOP A ROADMAP FOR BETTER DATA MANAGEMENT IN ADDITION TO PROVIDING RECOMMENDATIONS ADDRESSING CURRENT DATA STRUCTURE AND USAGE, STATEWIDE. NV B/L#: NVD19911025871-R PROPOSERS: WSP USA, INC., ARCADIS, BOXPLOT ANALYTICS, LLC, CAMBRIDGE SYSTEMATICS, INC., DOUBLE LINE, INC., EIDEBAILLY, ESTRADA CONSULTING, INC., GRANT THORNTON, LLP, HICKORY RIDGE GROUP, LLC, INTELLECTYX, INC., LABYRINTH SOLUTIONS, INC. DBA LSI CONSULTING, LIFESCALE ANALYTICS, INC., MILESTONE SOLUTIONS, LLC, MSRCOMSMOS, LLC, OLAVE & CO, INC., PLANTE & MORAN, PLLC, QUANTIFI, INC., SIRIUS COMPUTER SOLUTIONS, INC., SLALOM, LLC, SPRINGML, STELLAR SERVICES, INC., TIMMONS GROUP, WILD GOOSE ENTERPRISES, INC.

NO COST AGREEMENTS AND/OR AMENDMENTS																		
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35	38820	00	BANNER CHURCHILL COMMUNITY	ROLES AND RESPONSIBILITIES	N	\$55,000.00	-	-	-	\$55,000.00	10/07/2020	12/31/2040	-	Cooperative	Traffic Operations	Darin	Seth	10-07-20: NO COST AGREEMENT TO ESTABLISH ROLES AND RESPONSIBILITIES TO OPERATE AND MAINTAIN THE NEVADA SHARED RADIO SYSTEM (NSRS), STATEWIDE. NV B/L#: EXEMPT
36	15314	03	CITY OF FERNLEY	CONSTRUCTION ON STATE ROUTE 828	Y	\$200,000.00	\$15,000	(\$7,537.00)	-	\$207,463.00	09/02/2014	12/31/2021	11/05/2020	Cooperative	Design	Jeff	Scott	AMD 3 11-05-20: NO COST AMENDMENT TO DECREASE RECEIVABLE AMOUNT BY \$7,537.00 FROM \$215,000.00 TO \$207,463.00 AND UPDATE THE REFERENCED PROJECT AMOUNT TO \$1,808,057.00. AMD 2 04-16-18: TO EXTEND TERMINATION DATE FROM 12-31-18 TO 12-31-21 TO COMPLETE PROJECT. AMD 1 07-10-17: INCREASE RECEIVABLE AMOUNT BY \$15,000.00 FROM \$200,000.00 TO \$215,000.00 AS THE PROJECT HAS BEEN APPROVED FOR ADDITIONAL FUNDING. 09-02-14: THE DEPARTMENT WILL FUND THE PROJECT FOR THE CONSTRUCTION ON SR 828, FARM DISTRICT ROAD FROM CRIMSON ROAD TO JASMINE LANE, LYON COUNTY. NV B/L#: EXEMPT
37	46620	00	CENTRAL TELEPHONE COMPANY	OCCUPANCY AGREEMENT	N	-	-	-	-	-	10/26/2020	10/31/2045	-	Facility	Right-of-Way	Jeff	Craig	10-26-20: NO COST AGREEMENT FOR OCCUPANCY PERMIT ON STATE ROUTE 582, FROM MILEPOST 19.14 TO MILEPOST 19.19, CLARK COUNTY.
38	47320	00	CENTURYLINK	OCCUPANCY AGREEMENT	N	-	-	-	-	-	10/28/2020	10/31/2045	-	Facility	Right-of-Way	Jeff	Craig	10-28-20: NO COST AGREEMENT FOR OCCUPANCY PERMIT 212716 ON STATE ROUTE 582 AT MILEPOST 17.1, CLARK COUNTY. NV B/L#: EXEMPT
39	46720	00	CHURCHILL COUNTY TELEPHONE	OCCUPANCY AGREEMENT	N	-	-	-	-	-	10/26/2020	10/31/2045	-	Facility	Right-of-Way	Jeff	Craig	10-26-20: NO COST AGREEMENT FOR OCCUPANCY PERMIT ON STATE ROUTE 582, FROM STATE ROUTE 115, MILEPOST 3.76 TO MILEPOST 4.79, CHURCHILL COUNTY.
40	46820	00	CHURCHILL COUNTY TELEPHONE	OCCUPANCY AGREEMENT	N	-	-	-	-	-	10/26/2020	10/31/2045	-	Facility	Right-of-Way	Jeff	Craig	10-26-20: NO COST AGREEMENT FOR OCCUPANCY PERMIT ON STATE ROUTE 582, FROM STATE ROUTE 118 MILEPOST .01 TO MILEPOST 1.53, CHURCHILL COUNTY. NV B/L#: EXEMPT
41	47420	00	COX COMMUNICATIONS LAS VEGAS,	OCCUPANCY AGREEMENT	N	-	-	-	-	-	11/05/2020	10/31/2045	-	Facility	Right-of-Way	Jeff	Craig	11-05-20: NO COST AGREEMENT FOR OCCUPANCY PERMIT, UNDER PERMIT 212713, FOR STATE ROUTE 599 AT MILEPOST 10.79, CLARK COUNTY. NV B/L#: EXEMPT
42	47520	00	COX COMMUNICATIONS LAS VEGAS,	OCCUPANCY AGREEMENT	N	-	-	-	-	-	11/02/2020	10/31/2045	-	Facility	Right-of-Way	Jeff	Craig	11-02-20: NO COST AGREEMENT FOR OCCUPANCY PERMIT UNDER PERMIT 212714, ON STATE ROUTE 582 AT MILEPOST 27.91, CLARK COUNTY. NV B/L#: EXEMPT
43	10420	00	LAS VEGAS VALLEY WATER DISTRICT	TEMPORARY EASEMENT	Y	-	-	-	-	-	10/09/2020	10/31/2025	-	Facility	Right-of-Way	Jeff	Craig	10-09-20: NO COST AGREEMENT TO ADD A WATERLINE TO PROVIDE WATER SERVICE TO THE MAINTENANCE STATION AND PROJECT OFFICES ON PARCEL 162-04-513-007, ON INDUSTRIAL ROAD SOUTH OF CHARLESTON BOULEVARD, CLARK COUNTY. NV B/L#: EXEMPT
44	47820	00	NEVADA BELL TELEPHONE COMPANY	OCCUPANCY AGREEMENT	N	-	-	-	-	-	11/05/2020	11/30/2045	-	Facility	Right-of-Way	Jeff	Craig	11-05-20: NO COST AGREEMENT FOR OCCUPANCY PERMIT UNDER PERMIT 212743, ON US-95A FROM MILEPOST 56.978 TO MILEPOST 57.05, LYON COUNTY. NV B/L#: EXEMPT
45	39220	00	PERSHING COUNTY	ROADWAY STRIPING SERVICES	N	\$30,000.00	-	-	-	\$30,000.00	10/22/2020	12/31/2023	-	Interlocal	District III	Tracy	Boyd	10-22-20: NO COST AGREEMENT TO FURNISH DEPARTMENT LABOR, EQUIPMENT, AND MATERIALS TO PROVIDE ROADWAY CENTERLINE AND SHOULDER STRIPING ON COUNTY ROADWAYS, PERSHING COUNTY. NV B/L#: EXEMPT
46	02320	01	UNIVERSITY OF NEVADA, RENO	RESEARCH FOR ELECTRONIC STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (ESTIP)	N	\$61,296.00	-	-	\$61,296.00	-	03/06/2020	12/31/2021	10/19/2020	Interlocal	Research	Sondra	Bob	AMD 1 10-19-20: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 03-31-21 TO 12-31-21 DUE TO DELAYS CAUSED BY PANDEMIC RESPONSE. 03-06-20: CONDUCT A RESEARCH STUDY ENTITLED "REPAIR AND TESTING OF OUT-OF-PLANE SEISMIC RESPONSE OF POCKET CONNECTIONS" FOR THE PURPOSE OF FURTHER RESEARCHING THE SAFETY OF ACCELERATED BRIDGE CONSTRUCTION STRUCTURES, STATEWIDE. NV B/L#: EXEMPT
47	49418	01	UNIVERSITY OF NEVADA, RENO	SEISMIC RESPONSE RESEARCH	N	\$86,722.00	-	-	\$86,722.00	-	08/28/2018	06/30/2021	10/19/2020	Interlocal	Research	Sondra	Bob	AMD 1 10-19-20: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 11-30-20 TO 06-30-21 DUE TO DELAYS CAUSED BY PANDEMIC RESPONSE. 08-28-18: CONDUCT A STUDY FOR "OUT-OF-PLANE SEISMIC RESPONSE OF POCKET CONNECTIONS FOR CAST-IN-PLACE AND PRECAST CONSTRUCTION," TO EVALUATE THE OUT-OF-PLANE SEISMIC PERFORMANCE OF A NEW DESIGN AND DETAILING PROCEDURE FOR CAST-IN-PLACE AND PRECAST COLUMN POCKET CONNECTIONS. THIS STUDY WILL SUPPLEMENT ANOTHER RESEARCH PROJECT THAT IS DEVELOPING A NEW DESIGN, AND WILL PROVIDE DETAIL PROCEDURES FOR CAST-IN-PLACE AND PRECAST COLUMN POCKET CONNECTIONS FOR APPLICATION IN CONVENTIONAL AND ACCELERATED BRIDGE CONSTRUCTION, STATEWIDE. NV B/L#: EXEMPT
48	59318	01	UNIVERSITY OF NEVADA, RENO	RESEARCH STUDY	Y	\$217,512.00	-	-	\$217,512.00	-	11/13/2018	06/30/2021	10/19/2020	Interlocal	Research	Sondra	Bob	AMD 1 10-19-20: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 12-31-20 TO 06-30-21 DUE TO DELAYS CAUSED BY PANDEMIC RESPONSE. 11-13-18: THE PROPOSED PROJECT IS TO DEVELOP A NEW DESIGN AND DETAILING PROCEDURE FOR CAST-IN-PLACE (CIP) AND PRECAST COLUMN POCKET CONNECTIONS FOR APPLICATION IN CONVENTIONAL AND ACCELERATED BRIDGE CONSTRUCTION (ABC) IN NEVADA. THE DETAILING PROCEDURE FOR CIP CONNECTIONS WILL TAKE ADVANTAGE OF THE LESSONS LEARNED FROM A SIGNIFICANT NUMBER OF RECENT STUDIES BY THE PI AND OTHERS TO SIMPLIFY CONVENTIONAL CONSTRUCTION BY REDUCING STEEL CONGESTION IN CONNECTIONS. THE DETAILING PROCEDURE FOR PRECAST COLUMNS WILL INTEGRATE RESULTS FROM RECENT TESTS, ANALYSES, AND DESIGN METHOD DEVELOPMENTS TO PROPOSE PRACTICAL DESIGN METHODS THAT NDOT MAY ADOPT TO FINALIZE ITS ABC PROGRAM. ACCOMPLISHING THE OVERALL OBJECTIVE WILL CONTRIBUTE TO NDOT'S ONGOING EFFORTS TO UPDATE AND DEVELOP NEW DESIGN AND DETAILING STANDARDS FOR THE FOOTING AND PIER CAP CONNECTION AREAS FOR BOTH CIP AND PRECAST CONSTRUCTION. THE PROPOSED STUDY WILL ALSO INCLUDE INNOVATIVE MATERIALS TO FURTHER ENHANCE THE SEISMIC PERFORMANCE OF BRIDGE COLUMN-FOOTING HINGE CONNECTIONS THROUGH LOW-YIELD COPPER, ALUMINUM, AND MANGANESE (CAM) BARS. RECENT STUDIES HAVE SHOWN SUCCESSFUL PERFORMANCE OF SHAPE MEMORY ALLOY (SMA) BARS, AND THESE BARS HAVE BEEN DEPLOYED IN THE COLUMNS OF A THREE-SPAN BRIDGE IN DOWNTOWN SEATTLE, WASHINGTON. TO ENABLE THE STUDY IN A COST EFFECTIVE AND TIMELY MANNER, EXTENSIVE USE AND INTEGRATION OF RECENT EXPERIMENTAL AND ANALYTICAL STUDIES OF THE SEISMIC RESPONSE OF POCKET CONNECTIONS WILL BE MADE, STATEWIDE. NV B/L#: EXEMPT
49	44520	00	BRAXTON BARKER	EMPLOYEE HOUSE LEASE	N	\$2,900.00	-	-	-	\$2,900.00	10/27/2020	10/05/2024	-	Lease	District I	Tracy	Mario	10-27-20: NO COST AGREEMENT FOR EMPLOYEE HOUSE LEASE, MONTGOMERY PASS MAINTENANCE STATION HOUSE #3, MINERAL COUNTY. NV B/L#: EXEMPT
50	50220	00	KELVIN CANN	EMPLOYEE HOUSE LEASE	N	\$2,900.00	-	-	-	\$2,900.00	10/27/2020	10/19/2024	-	Lease	District I	Tracy	Mario	10-27-20: NO COST AGREEMENT FOR EMPLOYEE HOUSE LEASE, MONTGOMERY PASS MAINTENANCE STATION HOUSE #4, MINERAL 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
51	47720	00	NP LAKE MEAD, LLC	MULTI-USE LEASE	N	\$48,865.00	-	-	-	\$48,865.00	11/05/2020	10/31/2025	-	Lease	Right-of-Way	Jeff	Craig	11-05-20: NO COST AGREEMENT FOR RECURRING RENEWABLE (RERE) FIVE (5) YEAR LEASE, WITH OPTION TO RENEW THREE (3) TERMS, FOR PARCEL S-564-CL-010.753, CLARK COUNTY. NV B/L#: NVD20101682999
52	47620	00	PILGRIM MEDIA GROUP, LLC	SPECIAL EVENT LEASE	N	\$298.00	-	-	-	\$298.00	11/02/2020	12/05/2020	-	Lease	Right-of-Way	Jeff	Craig	11-02-20: NO COST AGREEMENT FOR TEMPORARY USE FOR SPECIAL EVENT FILMING FOR TELEVISION PRODUCTION ON PARCEL FRCL07(CL05), CLARK COUNTY. NV B/L#: EXEMPT
53	39620	00	RANDOLPH ANDREWS	EMPLOYEE HOUSE LEASE	N	\$7,900.00	-	-	-	\$7,900.00	10/22/2020	10/31/2024	-	Lease	District III	Tracy	Boyd	10-22-20: NO COST AGREEMENT FOR EMPLOYEE HOUSE LEASE, NORTH FORK MAINTENANCE STATION HOUSE #274, ELKO COUNTY. NV B/L#: EXEMPT
54	74819	01	TAYDAN TOGNINI	EMPLOYEE HOUSE LEASE	N	\$7,700.00	-	-	-	\$7,700.00	11/18/2019	10/31/2023	10/26/2020	Lease	District III	Tracy	Boyd	AMD 1 10-26-20: NO COST AMENDMENT TO ADD ONE (1) PET AND INCREASE DEPOSIT BY \$100.00 FROM \$500.00 TO \$600.00. 11-18-19: EMPLOYEE HOUSE LEASE, NORTH FORK MAINTENANCE STATION, HOUSE #272, ELKO COUNTY. NV B/L#: EXEMPT
55	47020	00	A C V L B FAMILY TRUST-90	PERMANENT EASEMENT	Y	-	-	-	-	-	10/26/2020	10/31/2025	-	Right-of-Way Access	Right-of-Way	Jeff	Craig	10-26-20: NO COST AGREEMENT FOR ONE (1) NO COST PERMANENT EASEMENT, USING PROJECT STP-0160(022), TO RECONSTRUCT DRAINAGE PIPING THAT HAS BEEN FLOODING ON A SEGMENT OF PARCEL 174-19-000-010, CLARK COUNTY.
56	46920	00	MAVERIK, INC.	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	N	-	-	-	-	-	10/26/2020	10/31/2025	-	Right-of-Way Access	Right-of-Way	Jeff	Craig	10-26-20: NO COST AGREEMENT TO RECONSTRUCT CURB AND GUTTERS, WITH ADA COMPLIANT SIDEWALKS AND DRIVEWAYS, ON A SEGMENT OF THE PRESENT US-50, DOWNTOWN FALLON FROM ALLEN ROAD TO RIO VISTA ROAD, FOR PROJECT SPF-050-3(022), ON PARCEL 001-191-33, CHURCHILL COUNTY. NV B/L#: NVF19721003267
57	63516	03	HDR ENGINEERING, INC.	OVERSIGHT OF LPA PROJECTS	N	\$298,110.00	-	-	\$298,110.00	-	11/28/2016	02/28/2021	10/09/2020	Service Provider	Construction	Jeff	Sharon	AMD 3 10-9-20: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 11-28-20 TO 02-28-21 DUE TO THE CONTINUED NEED OF SERVICES FOR OVERSIGHT OF THE LOCAL PUBLIC AGENCY PROJECTS BY ENSURING ALL FEDERAL REQUIREMENTS ARE BEING MET. AMD 2 03-05-19: EXTENSION OF TERMINATION DATE FROM 05-31-19 TO 11-28-20 DUE TO CONTINUED NEED FOR SERVICES. AMD 1 06-28-18: CORRECTION OF CONTACT PERSON FROM RUEDY EDGINGTON TO CRAIG SMART. 11-28-16: RESIDENT ENGINEER TO AUGMENT CREW 914 FOR OVERSIGHT OF LPA PROJECTS IN DISTRICT 1 ON AN AS-NEEDED BASIS, CLARK, NYE, ESMERALDA, MINERAL, AND LINCOLN COUNTIES. NV B/L#: NVF198510102910-R PROPOSERS: ATKINS, SLATER HANIFAN GROUP, AND STANKA CONSULTING.
58	19719 19819	01	RIOTECH DBA CTC, INC. KIMLEY-HORN AND ASSOCIATES	RAILWAY/HIGHWAY CROSSING SAFETY ENGINEERING DESIGN SERVICES	Y	\$1,400,000.00	-	-	\$1,400,000.00	-	06/07/19	9/30/2023	10/27/2020	Service Provider	Safety	Sondra	Fred	AMD 1 10-27-20: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 09-30-21 TO 09-30-23 DUE TO FINANCIAL INELIGIBILITY NOTIFICATIONS (FINS) AS THE FHWA DID NOT AUTHORIZE ANY PROJECTS FOR THE RAIL/HIGHWAY CROSSING PROGRAM UNTIL SUBSTANTIAL COMPLIANCE WITH 23 CFR 635.112(A) WAS DEMONSTRATED. 06-07-19: TWO SERVICE PROVIDERS SELECTED UNDER RFP 746-18-816 WILL PROVIDE ENGINEERING DESIGN SERVICES ON AN AS-NEEDED BASIS FOR RAILWAY/HIGHWAY CROSSING SAFETY ENGINEERING DESIGN SERVICES (RHCSDES). THE PURPOSE OF THE PROGRAM IS TO REDUCE THE NUMBER, AND SEVERITY OF, CRASHES AT PUBLIC RAILWAY/HIGHWAY GRADE CROSSINGS. THE SERVICE PROVIDERS WILL BE RESPONSIBLE FOR A PROJECT FROM CONCEPTUAL DESIGN TO FINAL DESIGN SUBMITTAL, AS WELL AS, POST DESIGN SUPPORT, STATEWIDE. NV B/L#: NVF19981347315-R
59	05120	01	TETRA TECH, INC.	NATURALLY OCCURRING ASBESTOS AND ERONITE MITIGATION	N	\$365,581.60	-	(\$236,781.60)	\$128,800.00	-	07/21/2020	06/30/2023	10/19/2020	Service Provider	Environmental	Cliff	My-Linh	AMD 1 10-19-20: NO COST AMENDMENT TO CORRECT AMOUNT BY \$236,781.60 FROM \$365,581.60 TO \$128,800.00 DUE TO AN INCORRECT AMOUNT IN ORIGINAL AGREEMENT. 07-21-20: IDENTIFICATION, MITIGATION, AND PROTECTION FROM NATURALLY OCCURRING ASBESTOS AND ERONITE TO ENSURE VARIOUS DEPARTMENT ACTIVITIES STATEWIDE ARE IN COMPLIANCE WITH REGULATORY REQUIREMENTS AND PERFORMED IN A MANNER THAT IS PROTECTIVE OF THE HEALTH AND SAFETY OF WORKERS AND THE PUBLIC, STATEWIDE. NV B/L#: NVF19921063769-S



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

MEMORANDUM

December 14, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: December 14, 2020 | Transportation Board of Directors Meeting

ITEM #8: Consideration of Approval for a Resolution of Abandonment of a portion of Sky Pointe Drive between Kyle Canyon Road and Skye Canyon Park Drive, along US-95, in the City of Las Vegas, County of Clark, State of Nevada - *For possible action.*

Summary:

This item asks the Board to adopt a resolution of abandonment of the Department's easement interest, a portion of Sky Pointe Drive between the Kyle Canyon Road and Skye Canyon Park Drive along US-95 in the City of Las Vegas, County of Clark, State of Nevada.

The portion to be abandoned is frontage road held in easement interest only, granted to the State by the Federal Highway Administration. The parcel consists of approximately 10.58 acres of land improved with paved roadbed as depicted on the attached sketch maps labeled Exhibit "B" through "D" and designated Parcel number U-095-CL-092.860 XS1 (ABD 19-01). See Location Map, Attachment A.

Development plans of the area supersede this portion of the frontage road and are no longer viable for the planned future development.

Background:

On May 29, 1990, the State was granted a highway right-of-way easement by the Federal Highway Administration for construction project QF-095-2(12). There was no cost associated with the grant of this highway right-of-way.

Private development plans were completed and presented to NDOT which included superseding said parcel with a planned community development. The private developer is the underlying fee interest holder of the frontage road and area being abandoned. On June 30, 2020, the Surplus Property Committee reviewed the development information and approved the surplus action to abandon the easement.

MEMORANDUM

Department of Transportation Board of Directors

December 14, 2020

Page 2 of 2

Analysis:

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

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

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

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

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

...

The abandonment will allow for future development and eliminate the burden of maintenance for this portion of Sky Pointe Drive frontage road. This parcel should be abandoned because the underlying fee owner will assume all interest in the parcel to construct the planned development of this area.

List of Attachment(s):

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

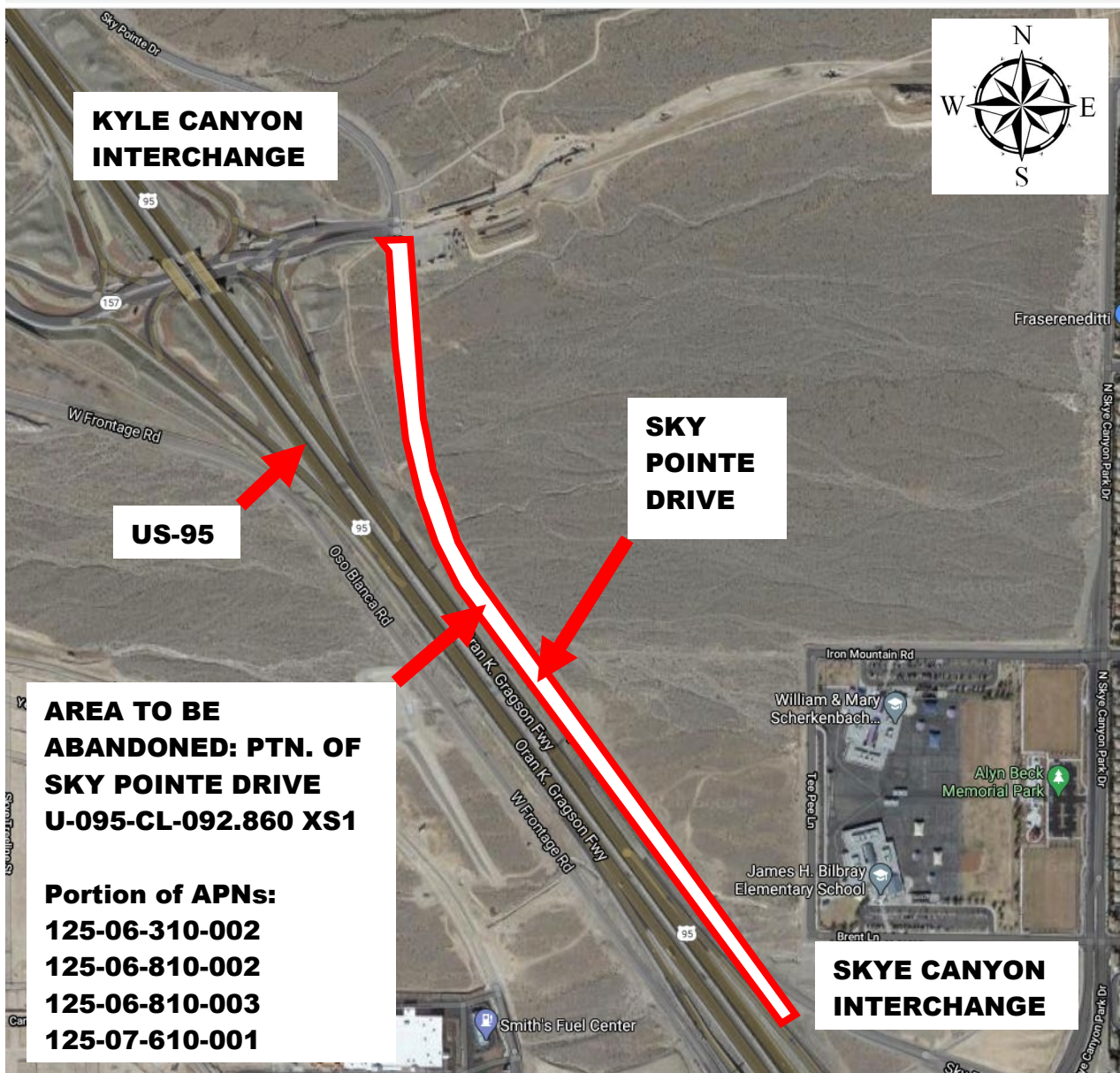
Recommendation for Board Action:

- Approve a Resolution to abandon a superseded portion of Sky Pointe Drive, designated Parcel number U-095-CL-092.860 XS1.

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

LOCATION MAP



ABD 19-01

DESCRIPTION: A portion of Sky Pointe Drive between the Kyle Canyon and Skye Canyon Interchanges on US-95 in the City of Las Vegas, County of Clark, State of Nevada

ATTACHMENT "A"

300

Ptn. of APNs: 125-06-310-002
125-06-810-002
125-06-810-003
125-07-610-001

Control Section: CL-17

Route: US-95

Project: QF-095-2(12)

E.A.: 71175

Ptn. of Parcels: U-095-CL-092.860
U-095-CL-093.786

Abandonment No.: ABD 19-01

Abandonment Parcel: U-095-CL-092.860 XS1

AFTER RECORDING RETURN TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: STAFF SPECIALIST, PM
1263 S. STEWART ST.
CARSON CITY, NV 89712

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

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, presently holds an easement interest for all of that certain right-of-way for US-95 extending from Highway Engineer's Station "XS1e" 370+17.51 P.O.T. to Highway Engineer's Station "XS1e" 412+62.35 P.O.T.; and

WHEREAS, said right-of-way is delineated and identified as Parcel U-095-CL-092.860 XS1 on EXHIBITS "B" through "D", inclusive, attached hereto and made a part hereof; and

WHEREAS, pursuant to the provisions contained in NRS 408.523, the Nevada Department of Transportation Board of Directors may vacate or abandon by resolution, any portion of a state highway which has been superseded by relocation or has been determined to be in excess of the needs of the Department; and

WHEREAS, a portion of said right-of-way is of no further contemplated use by the

Department, due to that certain portion of US-95 being in excess of the needs of the Department.

THEREFORE, it is hereby determined by the Board of Directors of the Nevada Department of Transportation of the State of Nevada, that the following described right-of-way and incidents thereto, being all that land delineated and identified as Parcel U-095-CL-092.860 XS1 on EXHIBITS "B" through "D", inclusive, is hereby abandoned. Said right-of-way is more particularly described on Exhibit "A" attached hereto and made a part hereof.

It is the intent of the Department of Transportation to abandon that portion of US-95, delineated and identified as Parcel U-095-CL-092.860 XS1 on EXHIBITS "B" through "D", inclusive, attached hereto and made a part hereof for reference.

DATED this ____ day of _____, 20__.

APPROVED AS TO LEGALITY AND FORM:

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

Dennis Gallagher, Chief Deputy Attorney General

Steve Sisolak, Chairman

ATTEST:

Tracy Larkin-Thomason, Secretary to the Board

PARCEL NO. PREFIX: U-095-CL-

EXHIBIT "B"

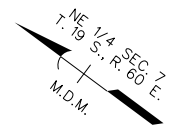
PROJECT NO. QF-095-2(12)
E.A. 71175

GOVT. LOT LINE

GOVT. LOT LINE

CITY OF
LAS VEGAS

COUNTY OF
CLARK



GOVT LOT 28

GOVT LOT 16

AREA TO BE ABANDONED

CONTROL OF ACCESS WITH FENCE OR BARRIER

GOVT LOT 6

P.O.B. = 266.58' RT. "XS1e" 370+17.51 P.O.T.

092.860 XS1

10.58 ACRES

TIE: N. 58° 45' 54" E. - 1,585.42' FROM THE
C 1/4 COR. SEC. 7, T. 20 S., R. 62 E., M.D.M.

GOVT LOT 14

S. 36° 36' 19" E. - 452.05'

S. 36° 36' 19" E. - 2,223.93'

S. 0° 19' 50" E. - 70.01'

SKY POINTE DRIVE

R/W

N. 36° 36' 19" W. - 1,680.05'

258.00' RT. "XN1e" 370+05.82 P.O.T.

R/W

188.00' RT. "XS1e" 379+19.95 P.O.T.

R/W

N. 41° 34' 54" W. - 905.86'

GOVT. LOT LINE

80.00'

TO SR-157 (KYLE CANYON ROAD)

385

380

375

370

US-95 "XS1e" C

N. 36° 36' 19" E.

US-95 "XN1e" C

108.00'

108.00'

150.00'

N. 36° 36' 19" E.

TO CC-215

132.00'

132.00'

GOVT LOT 7

GOVT LOT 13

R/W

GOVT. LOT LINE

80.00'

ABD 19-01 STATE OF NEVADA CL-17
DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 5, 2020

SKETCH MAP

APPROVED:

MANAGER, R/W SURVEY SERVICES

SCALE 1" = 200'

SHEET 1 OF 3

MAP ID NO. 56453
\\037_RightOfWay\SURPLUS\ABD 19-01\EX B.dgn



TRACED	JPP/BAP
CHECKED	AJW
DATE OF LAST REVISION:	

PARCEL NO. PREFIX: U-095-CL-

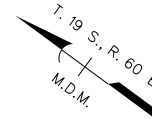
PROJECT NO. QF-095-2(12)
E.A. 71175

EXHIBIT "C"

CITY OF
LAS VEGAS

COUNTY OF
CLARK

SECTION 6
SECTION 7



- AREA TO BE ABANDONED
- CONTROL OF ACCESS WITH FENCE OR BARRIER

GOVT LOT 18

GOVT LOT 29

GOVT LOT 6

092.860 XS1

10.58 ACRES

$\Delta = 25^\circ 38' 39''$
 $R = 2,089.37'$
 $L = 935.15'$

$\Delta = 0^\circ 18' 25''$
 $R = 4,750.00'$
 $L = 25.45'$
T.B. = S. $29^\circ 20' 23''$ E.

S. $36^\circ 36' 19''$ E. - 2,223.93'

N. $29^\circ 20' 22''$ W. - 605.91'

SKY POINTE DRIVE

N. $36^\circ 36' 19''$ W. - 1,680.05'

R/W
188.00' RT. "XS1e" 396+00.00 P.O.T.

TO SR-157 (KYLE CANYON ROAD)

GOVT LOT 8

R/W

400

395

390

385

108.00'

US-95 "XS1e" ζ

N. $36^\circ 36' 19''$ E.

US-95 "XN1e" ζ

108.00'

400

395

390

385

132.00'

GOVT LOT 17

N. $36^\circ 36' 19''$ E.

GOVT. LOT LINE

GOVT LOT 7 TO CC-215

80.00'

GOVT.
LOT
LINE

GOVT LOT 9

132.00'

80.00'

R/W

R/W

ABD 19-01 STATE OF NEVADA CL-17
DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 5, 2020

SKETCH MAP

APPROVED:

MANAGER II, R/W SURVEY SERVICES

SCALE 1" = 200'

SHEET 2 OF 3

MAP ID NO. 56453
\\037_RightOfWay\SURPLUS\ABD 19-01\EX C.dgn



TRACED	JPP/BAP
CHECKED	AJW
DATE OF LAST REVISION:	



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

MEMORANDUM

Environmental Division

September 24, 2020

To: Diana Callahan, Staff Specialist, Acquisitions
From: My-Linh Nguyen, Ph.D., P.E. *CCJ for*
Subject: Environmental Certification
Surplus No.: SUR 19-01
Project No.: QF-095-2(12)
EA: 71175
Surplus Parcel No: U-095-CL-092.860 XS1
Description: Sky Pointe Drive frontage road from Horse Drive Interchange to
Charleston Park Interchange

The Environmental Division reviewed the requested action as presented in your memo dated June 30, 2020 and found it clear of any documented environmental concern for disposal. A Programmatic Categorical Exclusion (PCE) was completed on September 24, 2020 in accordance with the Programmatic Agreement (PA) completed between the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA), effective February 15, 2017.

EC: Project E-File

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

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

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

3. When a highway for which the State holds only an easement is abandoned, or when any other easement is abandoned, the property previously subject thereto is free from the public easement for highway purposes. Where the State owns in fee the property on which the vacated highway was located, the Department shall dispose of that property as provided in [NRS 408.533](#).

4. In any proceeding for the abandonment or vacation of any state highway or part thereof, the Board may reserve and except therefrom any easements, rights or interests in the highway deemed desirable and in the best interests of the State.

(Added to NRS by [1960, 68](#); A [1981, 707](#); [1987, 1811](#); [1989, 1307](#))



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

MEMORANDUM

December 14, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: December 14, 2020 | Transportation Board of Directors Meeting

ITEM #9: Consideration of Approval for disposal by public auction, a parcel of land on the north side of Blue Diamond Rd., east of South Jones Blvd., in the County of Clark, State of Nevada - *For Possible Action.*

Summary:

This item asks the Board to approve disposal of surplus property by public auction pursuant to NRS 408.533. The parcel of land is located on the north side of Blue Diamond Rd., east of South Jones Blvd., in the County of Clark, State of Nevada. The portion to be sold consists of 2.08 acres of vacant land designated as Parcel S-160-CL-003.200 XS1 (SUR 10-09). See Sketch Map Exhibit "A" Attachment B.

Background:

On February 21, 2007, the State acquired the property from Bedrock Landscape Supply, L.L.C., through a Judgment and Final Order of Condemnation for highway purposes as part of Project SPSR-0160(006). The settlement amount of \$2,500,000.00 included the acquisition of all rights and interests in the land, relocation costs, relocation benefits, business loss, business goodwill, damages, interest, costs, and attorney fees.

On October 22, 2018, the Department received a public request from an adjacent property owner to purchase the property by direct sale. The parcel is bound by two adjacent property owners and Blue Diamond Rd. without having direct access to any public road or highway.

On February 26, 2019, the Surplus Property Committee met and determined the property could be sold through a Public Auction. The Department completed an appraisal of the surplus property to obtain fair market value as required by N.R.S. 408.533. The value of Parcel S-160-CL-003.200 XS1 has been set at \$820,000.00.

Analysis:

The sale of the Department's fee interest in this parcel will be made in accordance with N.R.S. 408.533, pertinent portions are below. See entire NRS 408.533, Attachment D.

NRS 408.533 Disposal of property.

...

2. All property, interests or improvements not included within the provisions of subsection 1 must first be offered for sale by the Department singly or in combination at public auction or by sealed bids. If the highest bid received is 90 percent or more of the Department's appraisal of the fair market value of the property, the property may be sold to the highest bidder. The notice and the terms of the sale must be published in a newspaper of general circulation in the county where the property is situated. The auctions and openings of bids must be conducted by the Department. If the property cannot be sold for 90 percent or more of its fair market value, the Department may enter into a written listing agreement with a person licensed pursuant to [chapter 645](#) of NRS to sell or lease the property for 90 percent or more of its fair market value.

...

This parcel is no longer needed for highway purposes and by disposing of the parcel, the Department will no longer be required to maintain the parcel which will benefit the Department in time and cost. This parcel should be sold to the highest bidder at public auction.

List of Attachment(s):

- A. Location Map
- B. Sketch Map depicted as Exhibit "A"
- C. Environmental Approval
- D. NRS 408.533

Recommendation for Board Action:

- Approve a Public Auction, designated as Parcel S-160-CL-003.200 XS1.

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

LOCATION MAP



SUR 10-09

DESCRIPTION: A parcel of land on the north side of Blue Diamond Rd., east of South Jones Blvd. in the County of Clark, State of Nevada

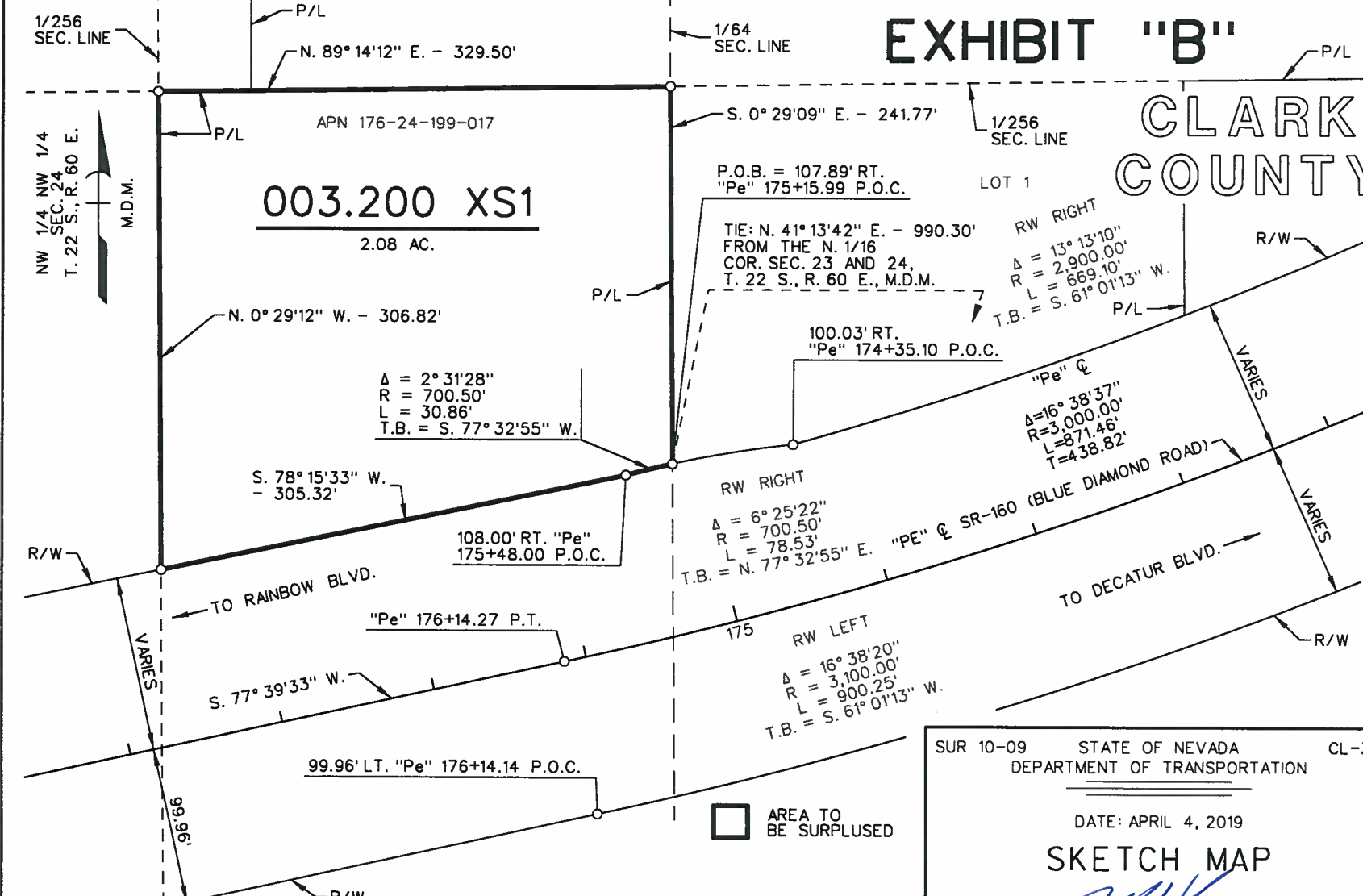
PARCEL NO. PREFIX: S-160-CL-

BLUE DIAMOND RANCHES, L.L.C. - INDUSTRIAL
PLAT BOOK 101 PAGE 43

PROJECT: SPSR-0160(006)
E.A.: 72495

EXHIBIT "B"

CLARK COUNTY



MAP ID NO.: 56083
037_RightOfWay\SURPLUS\SUR 10-09\SUR 10-09.dgn

NEVADA DOT	TRACED	MBL
	CHECKED	CLT
	DATE OF LAST REVISION:	

SUR 10-09 STATE OF NEVADA CL-38
DEPARTMENT OF TRANSPORTATION

DATE: APRIL 4, 2019

SKETCH MAP

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

SCALE 1" = 100' SHEET 1 OF 1



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

MEMORANDUM

Environmental Services Division

April 23, 2019

To: Diana Callahan, Staff Specialist, Acquisitions
From: Steve M. Cooke, PE, Chief, Environmental Services *smc*
Subject: Project Certification
E.A.: 72495
Surplus No.: SUR 10-09
Surplus Parcel No.: S-160-CL-003.200 SX1
DISPOSAL BY DIRECT SALE

The Environmental Services Division reviewed the requested action as presented in your memo dated, April 9, 2019 and found it clear of any documented environmental concern for disposal. Per FHWA opinion expressed March 30, 2016, this request does not appear to be a qualifying action and does not require NEPA or FHWA approval of NEPA, as outlined in 23CFR771 and the current Programmatic Agreement between FHWA and NDOT.

EC: Project E-File

NRS 408.533 Disposal of property.

1. Except as otherwise provided in [NRS 37.270](#), all real property, interests therein or improvements thereon and personal property acquired before, on or after April 1, 1957, in accordance with the provisions of [NRS 408.487](#) and [408.489](#) must, after approval by the Board and if no longer needed for highway purposes, be disposed of by the Director in accordance with the provisions of subsection 2, except that:

(a) When the property was originally donated to the State, no charge may be made if it is returned to the original owner or to the holder of the reversionary right.

(b) When the property has been wholly or partially paid for by towns, cities or counties, disposal of the property and of money received therefor must be agreed upon by the governing bodies of the towns, cities and counties and the Department.

(c) When the title to the real property has been acquired in fee pursuant to [NRS 408.487](#) and [408.489](#) and, in the opinion of the Board, a sale by means of a public auction or sealed bids is uneconomical or impractical because:

(1) There is no access to the property;

(2) The property has value or an increased value only to a single adjoining property owner; or

(3) Such a sale would work an undue hardship upon a property owner as a result of a severance of the property of that owner or a denial of access to a public highway,

↳ the Board may enter into a direct sale of the property with such an owner or any other person for its fair market value.

(d) When the property has been acquired and the property or any portion of the property is no longer needed for highway purposes, the Department shall give notice of its intention to dispose of the property by publication in a newspaper of general circulation in the county where the property is situated. The notice must include the Department's appraisal of the fair market value of the property. Any person from whom the property was purchased or the person's heir or grantee may purchase the property at its fair market value by direct sale from the Department within 60 days after the notice is published. If more than one person qualified to purchase the property by direct sale pursuant to this paragraph so requests, the person with the superior claim, as determined by the Department in its sole discretion, is entitled to purchase the property by direct sale. If a person who is entitled to purchase the property by direct sale pursuant to this paragraph reasonably believes that the Department's appraisal of the property is greater than the fair market value of the property, the person may file an objection to the appraisal with the Department. The Department shall set forth the procedure for filing an objection and the process under which a final determination will be made of the fair market value of the property for which an objection is filed. The Department shall sell the property in the manner provided in subsection 2 if:

(1) No person requests to purchase the property by direct sale within 60 days after the notice is published pursuant to this paragraph; or

(2) A person who files an objection pursuant to this paragraph fails, within 10 business days after receipt of a written notice of the final determination of the fair market value of the property, to notify the Department in writing that he or she wishes to purchase the property at the fair market value set forth in the notice.

(e) When the property is sought by another public agency for a reasonable public use, the Department may first offer the property to the public agency at its fair market value.

2. All property, interests or improvements not included within the provisions of subsection 1 must first be offered for sale by the Department singly or in combination at public auction or by sealed bids. If the highest bid received is 90 percent or more of the Department's appraisal of the fair market value of the property, the property may be sold to the highest bidder. The notice and the terms of the sale must be published in a newspaper of general circulation in the county where the property is situated. The auctions and openings of bids must be conducted by the Department. If the property cannot be sold for 90 percent or more of its fair market value, the Department may enter into a written listing agreement with a person licensed pursuant to [chapter 645](#) of NRS to sell or lease the property for 90 percent or more of its fair market value.

3. It is conclusively presumed in favor of the Department and any purchaser for value that the Department acted within its lawful authority in acquiring and disposing of the property, and that the Director acted within his or her lawful authority in executing any conveyance vesting title in the purchaser. All such conveyances must be quitclaim in nature and the Department shall not warrant title, furnish title insurance or pay the tax on transfer of real property.

4. No person has a right of action against the Department or its employees for a violation of this section. This subsection does not prevent an action by the Attorney General on behalf of the State of Nevada or any aggrieved person.

5. All sums of money received by the Department for the sale of real and personal property must be deposited with the State Treasurer to be credited to the State Highway Fund, unless the Federal Highway Administration

participated in acquisition of the property, in which case a pro rata share of the money obtained by disposal of the property must be paid to the Federal Highway Administration.

6. The Department may reserve and except easements, rights or interests from the conveyance of any real property disposed of in accordance with this section or exchanged pursuant to subsection 5 of [NRS 408.489](#). The easements, rights or interests include, but are not limited to:

(a) Abutter's rights of light, view or air.

(b) Easements of access to and from abutting land.

(c) Covenants prohibiting the use of signs, structures or devices advertising activities not conducted, services not rendered or goods not produced or available on the real property.

(Added to NRS by [1957, 693](#); A [1959, 599](#); [1963, 978](#); [1967, 1743](#); [1971, 140](#); [1979, 1781](#); [1985, 707](#); [1987, 1812](#); [1989, 1308](#); [1991, 1691](#); [1995, 1140](#); [2001, 2132](#); [2005, 1790](#))



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

MEMORANDUM

December 14, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: December 14, 2020 | Transportation Board of Directors Meeting

ITEM #10: Consideration of Approval for disposal by public auction, a parcel of land east of I-580 between Huffaker Ln. and Green Acres Drive in the County of Washoe, State of Nevada - *for possible action.*

Summary:

This item asks the Board to approve disposal of surplus property by public auction pursuant to NRS 408.533. The parcel of land is located east of I-580 between Huffaker Ln. and Green Acres Drive, County of Washoe, State of Nevada. The portion to be sold consists of 80,487 square feet of vacant land designated as Parcel U-395-WA-021.196 XS (SUR 16-14). See Sketch Map Exhibit "A" Attachment B.

Background:

On January 30, 1987, the State acquired this property from the Dale Poe Development Corporation, as part of other properties nearby, through a Judgment and Final Order of Condemnation for highway purposes as part of Project F-395-2(13). The Final Order of Condemnation judgment was \$2,200,000.00 which includes all property and settlement costs associated with the court case. No information could be found for the cost of this surplus property.

On October 31, 2016, the Department received a public request from an individual that was interested in purchasing said parcel. The parcel abuts Interstate 580 to the east as well as two other parcels to the east. Access to the parcel is at the northern portion at Green Acres Dr.

On April 25, 2017, the Surplus Property Committee met and determined the property could be sold through a Public Auction. The Department completed an appraisal of the surplus property to obtain fair market value required by NRS 408.533. The fair market value of parcel U-395-WA-021.196 XS has been determined by a certified appraiser in the amount of \$320,000.00 .

Analysis:

The sale of the Department's fee interest in this parcel will be made in accordance with N.R.S. 408.533, pertinent portions are below (entire statute attached).

NRS 408.533 Disposal of property.

2. All property, interests or improvements not included within the provisions of subsection 1 must first be offered for sale by the Department singly or in combination at public auction or by sealed bids. If the highest bid received is 90 percent or more of the Department's appraisal of the fair market value of the property, the property may be sold to the highest bidder. The notice and the terms of the sale must be published in a newspaper of general circulation in the county where the property is situated. The auctions and openings of bids must be conducted by the Department. If the property cannot be sold for 90 percent or more of its fair market value, the Department may enter into a written listing agreement with a person licensed pursuant to [chapter 645](#) of NRS to sell or lease the property for 90 percent or more of its fair market value.

This parcel is no longer needed for highway purposes and by disposing of the parcel, the Department will no longer be required to maintain the parcel which will benefit the Department in time and cost. This parcel should be sold to the highest bidder at public auction.

List of Attachment(s):

- A. Location Map
- B. Sketch Map depicted as Exhibit "A"
- C. Environmental Approval
- D. NRS 408.533

Recommendation for Board Action:

- Approve a Public Auction, designated as Parcel U-395-WA-020.196 XS.

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

LOCATION MAP



SUR 16-14

DESCRIPTION: A parcel of land east of IR-580 between Huffaker Ln. and Green Acres Drive, County of Washoe, State of Nevada

ATTACHMENT A

PARCEL NO. PREFIX: U-395-WA-

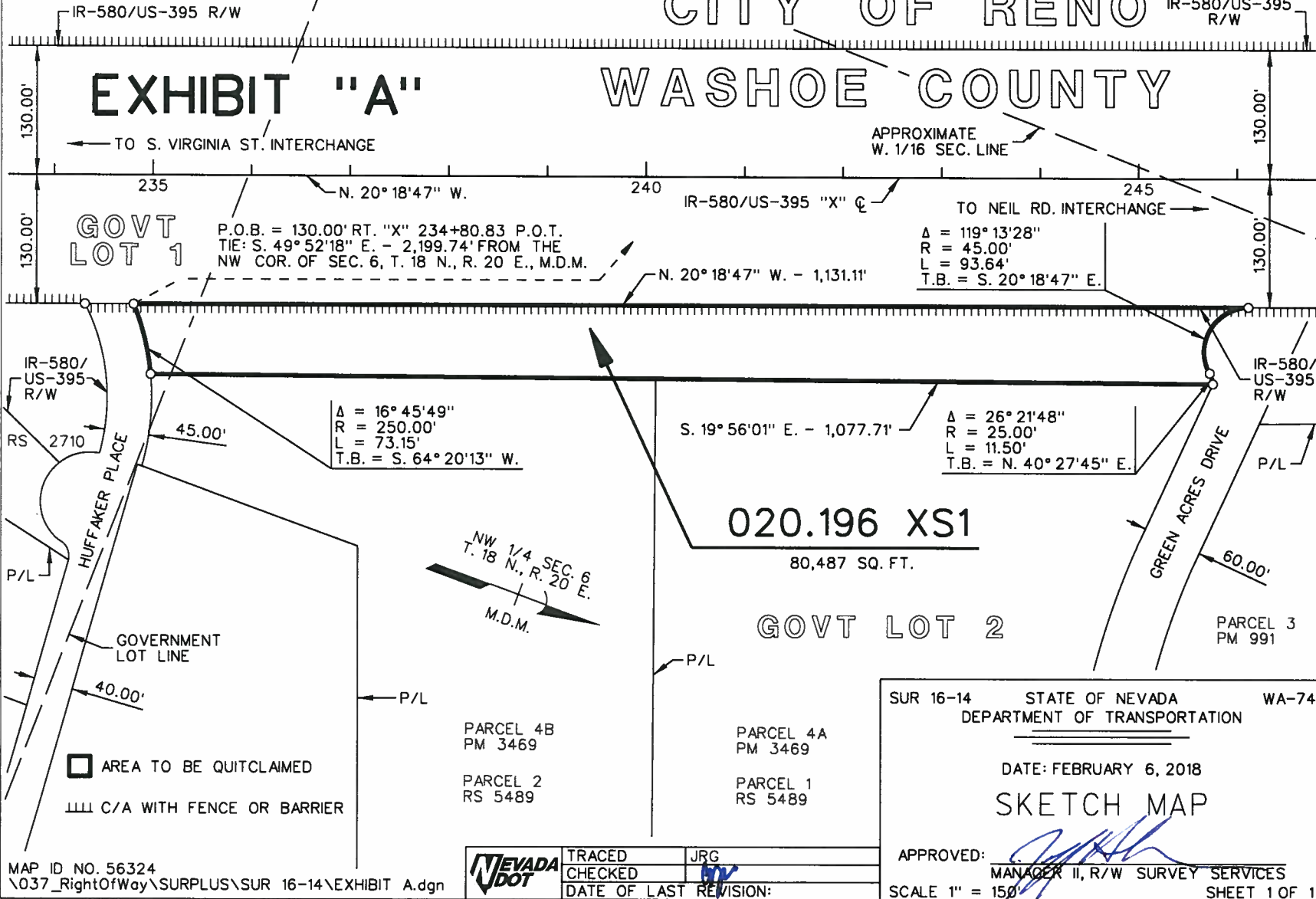
PROJECT: F-395-2(13)
E.A.: 71207

CITY OF RENO

IR-580/US-395 R/W

EXHIBIT "A"

WASHOE COUNTY



MAP ID NO. 56324
\\037_RightOfWay\SURPLUS\SUR 16-14\EXHIBIT A.dgn

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




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

MEMORANDUM

Environmental Services Division

April 2, 2018

To: Diana Callahan, Staff Specialist, Acquisitions, Right-of-Way

From: Steve M. Cooke, PE, Chief, Environmental Services 

Subject: Environmental Clearance for Transportation Board
Surplus No.: SUR 16-14
Project Nos. F-395-2(13)
EAs: 71207
Parcel No.: U-395-WA-020.196 XS1
Surplus Parcel as Described in Clearance Request Memo
Disposal of Surplus Right-of-Way

The Environmental Services Division reviewed the requested action as presented in your memo dated February 20, 2018, and found it clear of any documented environmental concern for disposal. The Categorical Exclusion was issued on April 2, 2018.

EC: Project E-File

NRS 408.533 Disposal of property.

1. Except as otherwise provided in [NRS 37.270](#), all real property, interests therein or improvements thereon and personal property acquired before, on or after April 1, 1957, in accordance with the provisions of [NRS 408.487](#) and [408.489](#) must, after approval by the Board and if no longer needed for highway purposes, be disposed of by the Director in accordance with the provisions of subsection 2, except that:

(a) When the property was originally donated to the State, no charge may be made if it is returned to the original owner or to the holder of the reversionary right.

(b) When the property has been wholly or partially paid for by towns, cities or counties, disposal of the property and of money received therefor must be agreed upon by the governing bodies of the towns, cities and counties and the Department.

(c) When the title to the real property has been acquired in fee pursuant to [NRS 408.487](#) and [408.489](#) and, in the opinion of the Board, a sale by means of a public auction or sealed bids is uneconomical or impractical because:

(1) There is no access to the property;

(2) The property has value or an increased value only to a single adjoining property owner; or

(3) Such a sale would work an undue hardship upon a property owner as a result of a severance of the property of that owner or a denial of access to a public highway,

↳ the Board may enter into a direct sale of the property with such an owner or any other person for its fair market value.

(d) When the property has been acquired and the property or any portion of the property is no longer needed for highway purposes, the Department shall give notice of its intention to dispose of the property by publication in a newspaper of general circulation in the county where the property is situated. The notice must include the Department's appraisal of the fair market value of the property. Any person from whom the property was purchased or the person's heir or grantee may purchase the property at its fair market value by direct sale from the Department within 60 days after the notice is published. If more than one person qualified to purchase the property by direct sale pursuant to this paragraph so requests, the person with the superior claim, as determined by the Department in its sole discretion, is entitled to purchase the property by direct sale. If a person who is entitled to purchase the property by direct sale pursuant to this paragraph reasonably believes that the Department's appraisal of the property is greater than the fair market value of the property, the person may file an objection to the appraisal with the Department. The Department shall set forth the procedure for filing an objection and the process under which a final determination will be made of the fair market value of the property for which an objection is filed. The Department shall sell the property in the manner provided in subsection 2 if:

(1) No person requests to purchase the property by direct sale within 60 days after the notice is published pursuant to this paragraph; or

(2) A person who files an objection pursuant to this paragraph fails, within 10 business days after receipt of a written notice of the final determination of the fair market value of the property, to notify the Department in writing that he or she wishes to purchase the property at the fair market value set forth in the notice.

(e) When the property is sought by another public agency for a reasonable public use, the Department may first offer the property to the public agency at its fair market value.

2. All property, interests or improvements not included within the provisions of subsection 1 must first be offered for sale by the Department singly or in combination at public auction or by sealed bids. If the highest bid received is 90 percent or more of the Department's appraisal of the fair market value of the property, the property may be sold to the highest bidder. The notice and the terms of the sale must be published in a newspaper of general circulation in the county where the property is situated. The auctions and openings of bids must be conducted by the Department. If the property cannot be sold for 90 percent or more of its fair market value, the Department may enter into a written listing agreement with a person licensed pursuant to [chapter 645](#) of NRS to sell or lease the property for 90 percent or more of its fair market value.

3. It is conclusively presumed in favor of the Department and any purchaser for value that the Department acted within its lawful authority in acquiring and disposing of the property, and that the Director acted within his or her lawful authority in executing any conveyance vesting title in the purchaser. All such conveyances must be quitclaim in nature and the Department shall not warrant title, furnish title insurance or pay the tax on transfer of real property.

4. No person has a right of action against the Department or its employees for a violation of this section. This subsection does not prevent an action by the Attorney General on behalf of the State of Nevada or any aggrieved person.

5. All sums of money received by the Department for the sale of real and personal property must be deposited with the State Treasurer to be credited to the State Highway Fund, unless the Federal Highway Administration

participated in acquisition of the property, in which case a pro rata share of the money obtained by disposal of the property must be paid to the Federal Highway Administration.

6. The Department may reserve and except easements, rights or interests from the conveyance of any real property disposed of in accordance with this section or exchanged pursuant to subsection 5 of [NRS 408.489](#). The easements, rights or interests include, but are not limited to:

(a) Abutter's rights of light, view or air.

(b) Easements of access to and from abutting land.

(c) Covenants prohibiting the use of signs, structures or devices advertising activities not conducted, services not rendered or goods not produced or available on the real property.

(Added to NRS by [1957, 693](#); A [1959, 599](#); [1963, 978](#); [1967, 1743](#); [1971, 140](#); [1979, 1781](#); [1985, 707](#); [1987, 1812](#); [1989, 1308](#); [1991, 1691](#); [1995, 1140](#); [2001, 2132](#); [2005, 1790](#))



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

MEMORANDUM

December 14, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: December 14, 2020 | Transportation Board of Directors Meeting

ITEM #11: Consideration of Approval for disposal by public auction, a parcel of land in the northeast quadrant of Interstate 80 and US-95 (W. Winnemucca Blvd.) in the City of Winnemucca, County of Humboldt, State of Nevada - *For possible action.*

Summary:

This item asks the Board to approve a public auction pursuant to NRS 408.533 of a portion of land (approximately 4,509 sq. ft.) along I-80. This parcel of land in the northeast quadrant of Interstate 80 and US-95 is currently leased by the Winnemucca Hotel, LLC and used for parking by the patrons of the Winnemucca Hotel. The portion to be sold is designated as Parcel I-080-HU-013.014 XS1 (SUR 17-07) and is located in the City of Winnemucca, County of Humboldt, State of Nevada. See Location Map, Attachment A.

Background:

On March 31, 1977, the State acquired the property through a Judgement and Final Order of Condemnation as part of project I-080-3(9)163. The Judgement included five large parcels with an awarded amount of \$220,000.00. The portion of land proposed is a small fraction of those large parcels that may have amounted to less than \$300.00 at the time of the Judgement.

The Winnemucca Hotel is currently leasing the parcel from the State in the amount \$3,424.00 per year. The proposed parcel connects with the hotel's parking lot with existing asphalt and stripped parking spaces. This parcel is bound triangularly by the Winnemucca Hotel property to the northeast, US-95 controlled access to the northwest, and Interstate 80 controlled access to the south. The Winnemucca Hotel also has a current license for parking in the adjacent State Right-of-Way. Access to the parcel can only be made through Winnemucca Hotel private property or the area that Winnemucca Hotel holds a current license.

MEMORANDUM

Department of Transportation Board of Directors

December 14, 2020

Page 2 of 2

The Surplus Property Committee met on January 3, 2019 and determined that the property could be sold through a Direct Sale.

The Department has completed an appraisal of the surplus property, to obtain fair market value, as required by NRS 408.533. The fair market value of Parcel I-080-HU-013.014 XS1 is \$27,000.00.

On June 20, 2020, the State executed a Notice of Intent to Purchase with the Winnemucca Hotel, LLC.

Analysis:

The sale of the Department's fee interest in this parcel will be made in accordance with NRS 408.533, pertinent portions are below (entire statute attached).

NRS 408.533 Disposal of property.

...

(c) When the title to the real property has been acquired in fee pursuant to [NRS 408.487](#) and [408.489](#) and, in the opinion of the Board, a sale by means of a public auction or sealed bids is uneconomical or impractical because:

(1) There is no access to the property;

(2) The property has value or an increased value only to a single adjoining property owner; or

(3) Such a sale would work an undue hardship upon a property owner as a result of a severance of the property of that owner or a denial of access to a public highway, the Board may enter into a direct sale of the property with such an owner or any other person for its fair market value.

...

Because the Department no longer needs the parcel and the fact that the Winnemucca Hotel currently uses and leases this parcel for parking, this parcel should be sold by Public Auction.

List of Attachment(s):

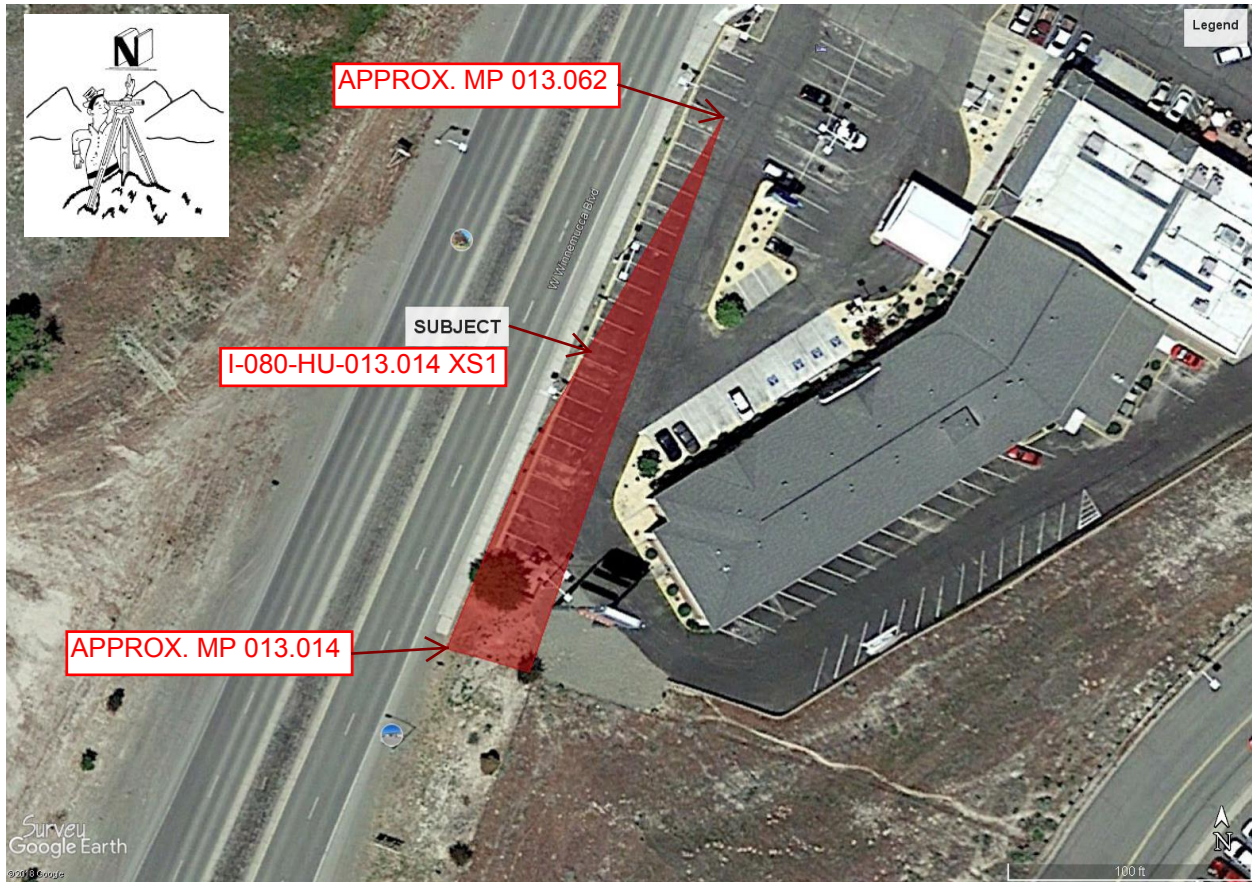
- A. Location Map
- B. Sketch Map designated as Exhibit "A"
- C. Executed copy of Notice of Intent to Purchase (Form 894-C)
- D. Copy of Multi Use Lease, Agreement No. 331-12-030.
- E. Environmental Approval
- F. NRS 408.533

Recommendation for Board Action:

- Approve a Public Auction, designated as Parcel I-080-HU-013.014 XS1.

Prepared by: Craig Reynoldson, Chief Right-of-Way Agent

LOCATION MAP



SUR 17-07

DESCRIPTION: US-95 W. Winnemucca Blvd. at Potato Road.
in the City of Winnemucca, County of Humboldt, State of Nevada

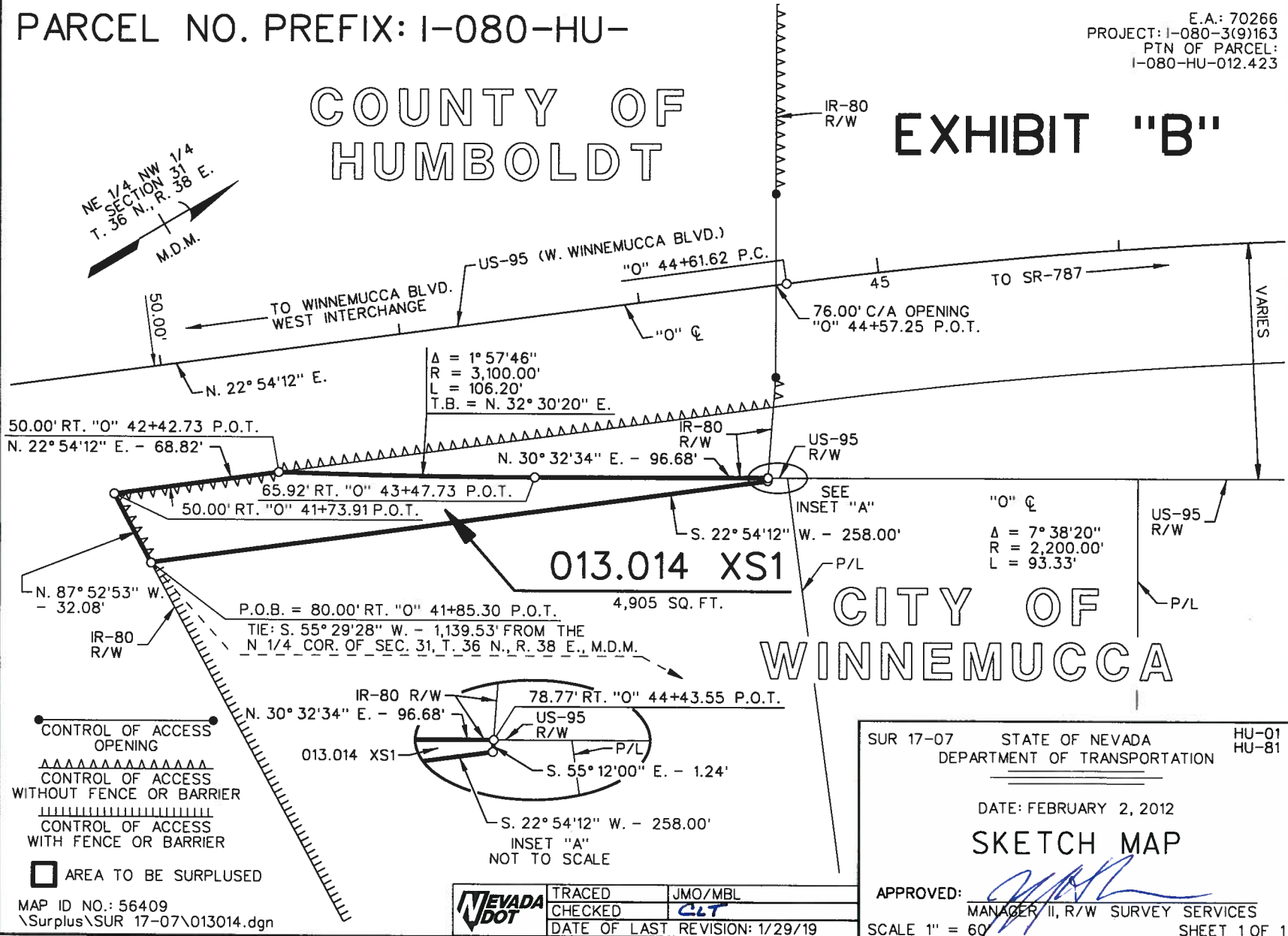
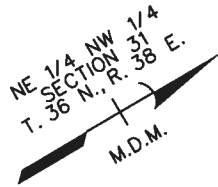
"ATTACHMENT A"

PARCEL NO. PREFIX: I-080-HU-

E.A.: 70266
 PROJECT: I-080-3(9)163
 PTN OF PARCEL:
 I-080-HU-012.423

COUNTY OF
 HUMBOLDT

EXHIBIT "B"



- CONTROL OF ACCESS OPENING
- CONTROL OF ACCESS WITHOUT FENCE OR BARRIER
- CONTROL OF ACCESS WITH FENCE OR BARRIER
- AREA TO BE SURPLUSED

MAP ID NO.: 56409
 \Surplus\SUR 17-07\013014.dgn

NEVADA DOT	TRACED	JMO/MBL
	CHECKED	CLT
	DATE OF LAST REVISION: 1/29/19	

SUR 17-07 STATE OF NEVADA DEPARTMENT OF TRANSPORTATION HU-01 HU-81

DATE: FEBRUARY 2, 2012

SKETCH MAP

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

SCALE 1" = 60' SHEET 1 OF 1

Project: I-080-3(9)163
E.A.: 70266
Parcel: I-080-HU-013.014 XS1
Surplus No.: SUR 17-07
Date: May 27, 2020

DIRECT SALE INTENT TO PURCHASE
Nevada Department of Transportation

This direct sale payment is for the purchase of the above-referenced real property, as described by the legal description attached hereto.

The undersigned purchaser hereby agrees to pay to the Nevada Department of Transportation, \$27,000.00 as the full purchase price for said property, to be paid in a lump sum payment, without interest, on or before 90 Days from the Transportation Board approval date.

All terms and conditions of the Department of Transportation's procedures for a direct sale under Nevada Revised Statute 408.533 are hereby specifically incorporated by reference into the terms of this direct sale.

The property will be conveyed by Quitclaim Deed.

The name on the deed is to be as follows:

WINNEMUCCA HOTEL LLC, a Nevada limited liability company

Purchaser may take possession of the property upon receipt of the recorded Quitclaim Deed, or upon other written notice from the Department of Transportation, if applicable.


All notices pertaining to matters arising in connection with this transaction may be made to purchaser in person or by registered mail addressed as follows:

JASWINDER SINGH
Name (Please Print)

6/20/20
Date

2551 MANHATTAN DR, CARSON CITY, NV
Address 89703

775-790-2177
Phone


Signature

CEO
Title

COMPLETE THIS FORM AND RETURN WITHIN 10 WORKING DAYS FROM THE DATE OF THIS FORM AND RETURN WITH THE ENCLOSED LETTER TO:

State of Nevada, Department of Transportation
Right-of-Way Division
Attn: Elyse Quick, Deputy Chief Right-of-Way Agent
1263 S. Stewart Street
Carson City, NV 89712

884

Adj. to APN: 015-255-06
Project: I-080-3(9)163
E.A.: 70266 \ 20201
Parcel: I-080-HU-013.014
Agreement No.: R331-12-030

AFTER RECORDING RETURN TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: STAFF SPECIALIST, PM
1263 S. STEWART ST. Rm. 320
CARSON CITY, NV 89712

MAIL TAX STATEMENT TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: ROGER KETTERLING
1263 S. STEWART ST.
CARSON CITY, NV 89712

LEGAL DESCRIPTION PREPARED BY:
HALANA SALAZAR
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

MULTI USE LEASE
Nevada Department of Transportation

This Lease, made and entered into this 22nd day of August, 2012,
between WINNEMUCCA HOTEL, LLC, D/B/A HOLIDAY INN EXPRESS whose mailing
address is 2689 Wellington South, Carson City, NV 89701, hereinafter called the LESSEE,
and the STATE OF NEVADA, acting by and through its Department of Transportation,
hereinafter called the LESSOR and hereinafter referred to as this "Lease".

WITNESSETH:

The LESSOR, for and in consideration of the agreements, conditions, covenants and
stipulations of the LESSEE as hereinafter provided, agrees as follows:

(a) To lease, demise and let to the LESSEE those certain premises situate, lying
and being in the City of Winnemucca, County of Humboldt, State of Nevada, and more
particularly described as being a parcel of land lying within the right-of-way of IR-80, over and
across a portion of the NE 1/4 of the NW 1/4 of Section 31, T. 36 N., R. 38 E., M.D.M., and more
fully described by metes and bounds as follows:

2012 5192



BEGINNING at a point on the right or southerly right-of-way line of IR-80, 80.00 feet right of and at right angles to the centerline of US-95 (W. Winnemucca Blvd.) at Highway Engineer's Station "O" 41+85.30 P.O.T.; said point of beginning further described as bearing S. 55°29'28" W. a distance of 1,139.53 feet from the north quarter corner of said Section 31; thence N. 87°52'53" W., along the right or southerly control of access line of IR-80, a distance of 32.08 feet; thence N. 22°54'12" E., along said control of access line, a distance of 68.82 feet to the right or easterly right-of-way line of said US-95; thence from a tangent which bears N. 32°30'20" E., curving to the left along said easterly right-of-way line of US-95, with a radius of 3,100.00 feet, through an angle of 1°57'46", an arc distance of 106.20 feet; thence N. 30°32'34" E., along said easterly right-of-way line of US-95, a distance of 96.68 feet to said southerly right-of-way line of IR-80; thence S. 55°12'00" E., along said right-of-way line of IR-80, a distance of 1.24 feet; thence S. 22°54'12" W., along said right-of-way line, a distance of 258.00 feet to the point of beginning; said parcel contains an area of 4,905 square feet (0.11 of an acre).

Said parcel is delineated and identified as PARCEL I-080-HU-013.014 on EXHIBIT "A" attached hereto and made a part hereof, hereinafter referred to as the "Leased Premises".

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 27 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

The parties hereto covenant and agree as follows:

1. TERM

(a) The term of this Lease shall be for a primary term of five (5) years beginning August 1, 2012, and ending July 31, 2017, plus the option to renew for three (3) extended terms of five (5) years each, the first of such extended terms to begin on the expiration of the initial term and each successive extended term to begin on the expiration of the term immediately preceding.

(b) The LESSEE's option of renewing this Lease is subject to approval of the LESSOR, and shall be exercised in writing by means of certified or registered mail notice to the LESSOR at least one hundred twenty (120) calendar days prior to the commencement of the renewal period.

(c) The LESSEE, keeping and performing the covenants and agreements herein contained on the part of the LESSEE to be kept and performed, shall at all times during the said tenancy peaceably and quietly have, hold and enjoy the Leased Premises without suit, trouble or hindrance from the LESSOR; provided, however, that LESSEE has performed and fulfilled each and every condition and covenant herein contained to be performed by LESSEE.

(d) In the event of the termination of this Lease by the expiration thereof, or for any other reason, LESSEE will peaceably and quietly leave, surrender and yield up to the LESSOR all and singular the Leased Premises in good order, condition and repair,



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reasonable use and wear thereof excepted, and damage by earthquake, fire and public calamity, by the elements or by act of God also excepted.

(e) This Lease may be terminated, at any time, for any reason by the LESSEE or the LESSOR upon thirty (30) calendar day's prior notice, in writing, serving same upon LESSOR or LESSEE as the case may be. This Lease will automatically terminate when the LESSOR serves notice upon LESSEE that LESSOR requires the Leased Premises for a highway purpose, and in such event LESSEE waives any claim for compensation.

(f) It is further mutually covenanted and agreed that upon the expiration or termination of the term hereof, LESSEE shall remove or cause to be removed, within thirty (30) calendar days and at its own expense, any and all personal property or improvements erected or emplaced by LESSEE on said leasehold, leaving and surrendering said Leased Premises in as good order and condition as the premises were in when delivered to LESSEE. Should LESSEE not remove improvements they shall upon said expiration or termination of the term hereof become property of LESSOR upon its option and without compensation by him to the LESSEE.

(g) No holding over by LESSEE shall operate to renew this Lease without the written consent of LESSOR endorsed thereon.

2. RENTAL

(a) The LESSEE agrees to pay LESSOR as rent for the Leased Premises the sum of ONE THOUSAND EIGHTY AND NO/100 DOLLARS (\$1,080.00) per year payable to the LESSOR at 1263 So. Stewart St., Carson City, NV. 89712 commencing on the 1st day of August, 2012, and thereafter payable on or before the 1st day of August each year for which due. In the event of termination, any unearned rental for the remainder of that period wherein termination occurs shall be returned to LESSEE.

(b) If LESSEE fails to pay the rent in full by the fifth calendar day of each year, when due, LESSEE shall pay a late charge in the amount of one percent (1%) of the rental amount due. If a check presented by LESSEE for payment of rent is dishonored by any bank, LESSEE shall pay a non-payment charge in the additional amount of FIFTY AND NO/100 DOLLARS (\$50.00).

(c) LESSOR and LESSEE agree that the rental amount agreed to herein shall be automatically reviewed and reevaluated by LESSOR within at least one hundred twenty (120) calendar days prior to the expiration of each five (5) year increment of the term hereof. LESSOR will notice LESSEE, in writing, of rental amount increase or decrease and amend this Lease at least thirty (30) calendar days prior to the expiration of each five (5) year increment of the term hereof.

(d) If any rent shall be due and unpaid after the same shall become payable as aforesaid; or if LESSEE shall not perform and fulfill each and every one of the conditions and covenants herein contained to be performed by LESSEE, or if LESSEE discontinues business in the Leased Premises for more than a continuous sixty (60) calendar day period, or if LESSEE attempts to sell or assign this Lease; such act or acts of omission or commission may, at the option of LESSOR, constitute a forfeiture of all rights under this Lease and a voiding of this Lease and an ending of the term of this Lease; the further occupancy of Leased



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Premises after such forfeiture shall be deemed held and taken as a forcible detainer by LESSEE; and LESSOR may, with notice and legal process, evict and dispossess the LESSEE from premises.

3. SUBLEASES, ASSIGNMENTS AND ASSIGNMENTS BY OPERATION OF LAW

LESSEE shall not assign this Lease without the prior written consent of LESSOR, nor sublet the Leased Premises in any event.

4. WAIVER

Failure to declare a breach or the actual waiver by LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this Lease other than the failure of LESSEE to pay the particular rental so accepted, regardless of LESSOR's knowledge of preceding breach at the time of acceptance of such rental.

5. NOTICES

Any and all notices, demands, or other communications required or permitted to be given under this Lease shall be in writing. They shall be served either personally or by mail. Service shall be conclusively deemed made at the time of service. If served by certified mail, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt therefor. Any notice or demand to LESSOR may be given to LESSOR at 1263 S. Stewart Street Carson City, Nevada 89712 Attn: Right-of-Way Division or at such other place or places as shall be designated by LESSOR from time to time. Any notice or demand to LESSEE shall be given to LESSEE at 2689 Wellington South, Carson City, Nevada 89701.

6. IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY

(a) The LESSEE agrees to maintain the Leased Premises in as good a state of repair as when first occupied, ordinary wear and tear excepted.

(b) LESSEE shall place no improvements in, on or upon the Leased Premises except those approved in writing by the LESSOR. No additional construction or alterations shall be made in or upon the Leased Premises without prior written consent and approval of both LESSOR and the Federal Highway Administration.

(c) LESSEE shall be responsible for the reestablishment by a registered land surveyor of any permanent survey markers or highway right-of-way monuments disturbed or obliterated during the term of this Lease, at LESSEE's expense.

(d) LESSEE shall place no advertising signs, signboards, or other advertising material on the Leased Premises during the term of this Lease, without prior written approval of LESSOR.



(e) LESSEE shall pay for all utilities including water, gas, electricity, sewage, trash disposal, telephone and janitorial services furnished and supplied to or upon any part of the Leased Premises during the term of this Lease.

(f) LESSEE agrees to secure all necessary permits required in connection with operations on the Leased Premises and shall comply with all Federal, State, and local statutes, rules, orders, building codes, ordinances, requirements, and regulations which may affect in any respect LESSEE's use of the Leased Premises.

(g) LESSEE agrees to keep and maintain at its sole expense, the Leased Premises free of all weeds, noxious plants, debris and flammable, explosive or hazardous materials of every description, and at all times keep the Leased Premises in an orderly, clean, safe, and sanitary condition.

(h) All work performed by LESSEE under this Lease shall be in accordance with the current editions of the State of Nevada Standard Specifications for Road and Bridge Construction and the Standard Plans for Road and Bridge Construction, and shall be accomplished to the satisfaction of the District Engineer. Copies of applicable plans and specifications are available upon request from the District Engineer.

(i) LESSEE shall use the Leased Premises during the term of this Lease for parking.

(j) LESSEE shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other lessees or occupants of the building or premises, as applicable, or injure or annoy them or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall LESSEE cause, maintain or permit any nuisance in, on or about the Leased Premises. LESSEE shall not commit or suffer to be committed any waste in or upon the Leased Premises.

(k) LESSEE's violation of any provision of this Lease, and failure to correct said violation within a reasonable time after receipt of notice from LESSOR in accordance with the provisions of Paragraph 5 of this Lease, shall constitute a forfeiture of all LESSEE's rights hereunder and shall constitute a voiding and termination of this Lease as provided herein.

(l) The leasing of the premises by LESSEE was after examination of its present condition and without any representation or warranties on the part of LESSOR or its agents. LESSEE and LESSOR have inspected the premises and agree that the premises are free of hazardous substances in its present condition.

(m) LESSEE will obey all laws concerning health and safety with respect to hazardous substances, and shall indemnify LESSOR and hold LESSOR harmless from any and all costs and expenses arising out of the use of hazardous substances on the Leased Premises.

(n) LESSOR retains the right to enter the Leased Premises without announcement to inspect and perform field tests on air, water, and soil.



(o) Landscaping within the STATE's right-of-way shall not exceed two (2) feet in height unless prior written approval is obtained from LESSOR.

7. RIGHT OF ENTRY

LESSOR specifically reserves the right of entry by any authorized officer, engineer, employee, agent or contractor of the LESSOR for the purpose of inspecting the Leased Premises, or the doing of any and all acts necessary or proper on the Leased Premises in connection with the protection, maintenance, repair, reconstruction, and operation of the Leased Premises with forty-eight (48) hours written notice to LESSEE, except in the case of an emergency in which case the LESSOR will notify LESSEE within twenty-four (24) hours after such entry.

8. INDEMNIFICATION AND INSURANCE

(a) To the fullest extent permitted by law, the LESSEE shall fully exonerate, indemnify, defend, and hold harmless the State of Nevada, any of its departments, divisions, agencies, officers, employees or agents from and against any liabilities, damages, losses, claims, actions or proceedings and all expenses incidental to such, based upon or arising out of damage or injury (including death) to persons or property due to any error, negligence, omission or act of the LESSEE or any person employed by LESSEE, or any others for whose acts the LESSEE is legally liable. Expenses shall include, without limitation, the amount of the judgment, court costs, expenses of litigation, expert witness fees, and reasonable attorney's fees.

(b) The LESSEE shall furnish a Certificate of Insurance, Declaration Pages, and an Endorsement designating the LESSOR as an additional insured under the LESSEE's Commercial General Liability Insurance, with a minimum limit of One Million and no/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall be maintained for the entire period of this Lease. This policy shall include thirty (30) days advance written notice of any cancellation of said policy. It is further understood and agreed upon by the parties that the LESSEE shall procure, pay for, and maintain the above-mentioned insurance coverage at its own sole cost and expense.

(c) The LESSEE's Commercial General Liability and any umbrella or excess liability policies shall be endorsed to add the State of Nevada, its officers, agents, employees and volunteers as additional insureds; said additional insureds to be designated as follows: State of Nevada Department of Transportation, Attn: Right-of-Way Division, 1263 South Stewart Street, Carson City, Nevada 89712. The LESSEE's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limit of the insurer's liability and shall be primary and non-contributory with respect to all other available sources. Each insurance policy shall be endorsed to provide that coverage shall not be canceled, suspended, voided, non-renewed or restricted by LESSEE or the insurer except after thirty (30) days prior written notice by certified mail, return receipt requested, given to the LESSOR in accordance with paragraph 5 hereinabove.

(d) The right to indemnification provided above shall be in addition to, and not in lieu of, any other remedy otherwise available to the State or LESSOR. This indemnification obligation shall not be diminished or limited in any way to the total insurance policy limits required by this Lease or otherwise available to the LESSEE.



(e) Upon signing this Lease, LESSEE shall provide the LESSOR with a copy of the Certificate of Insurance, Declaration Pages, and an Endorsement relative to the policy.

(f) Should LESSEE fail to keep insurance as described above in full force and effect, LESSOR may, in accordance with Paragraph 1-(e) of this Lease, void and terminate the tenancy.

9. FAIR EMPLOYMENT PRACTICES

During the term of this Lease, the LESSEE, for itself, its personal representatives, successors in interest, and assigns, shall comply with the regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23 Code of Federal Regulations, Part 200, and Title 49 Code of Federal Regulations, Part 21, which are hereby incorporated by reference and made a part of this Lease.

10. GENERAL COVENANTS

(a) This Lease shall constitute the entire agreement between LESSOR and LESSEE, and no modification hereof shall be binding unless it is in writing and signed by the parties.

(b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be of the respective parties.

(c) This Lease and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Lease.

(d) As used herein the terms LESSOR and LESSEE shall include the plural as well as the singular and the feminine as well as the masculine and the neuter.

(e) Time is of the essence of each and all of the terms and provisions of this Lease.

(f) This Lease shall be recorded by LESSOR.

(g) It is specifically agreed between the parties executing this Lease that it is not intended by any of the provisions of any part of this Lease to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Lease to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Lease.

(h) LESSEE will complete the State of Nevada Controller's Office Advanced Receivables Customer Request Form required by the Department of Transportation.

(i) This Lease constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations,

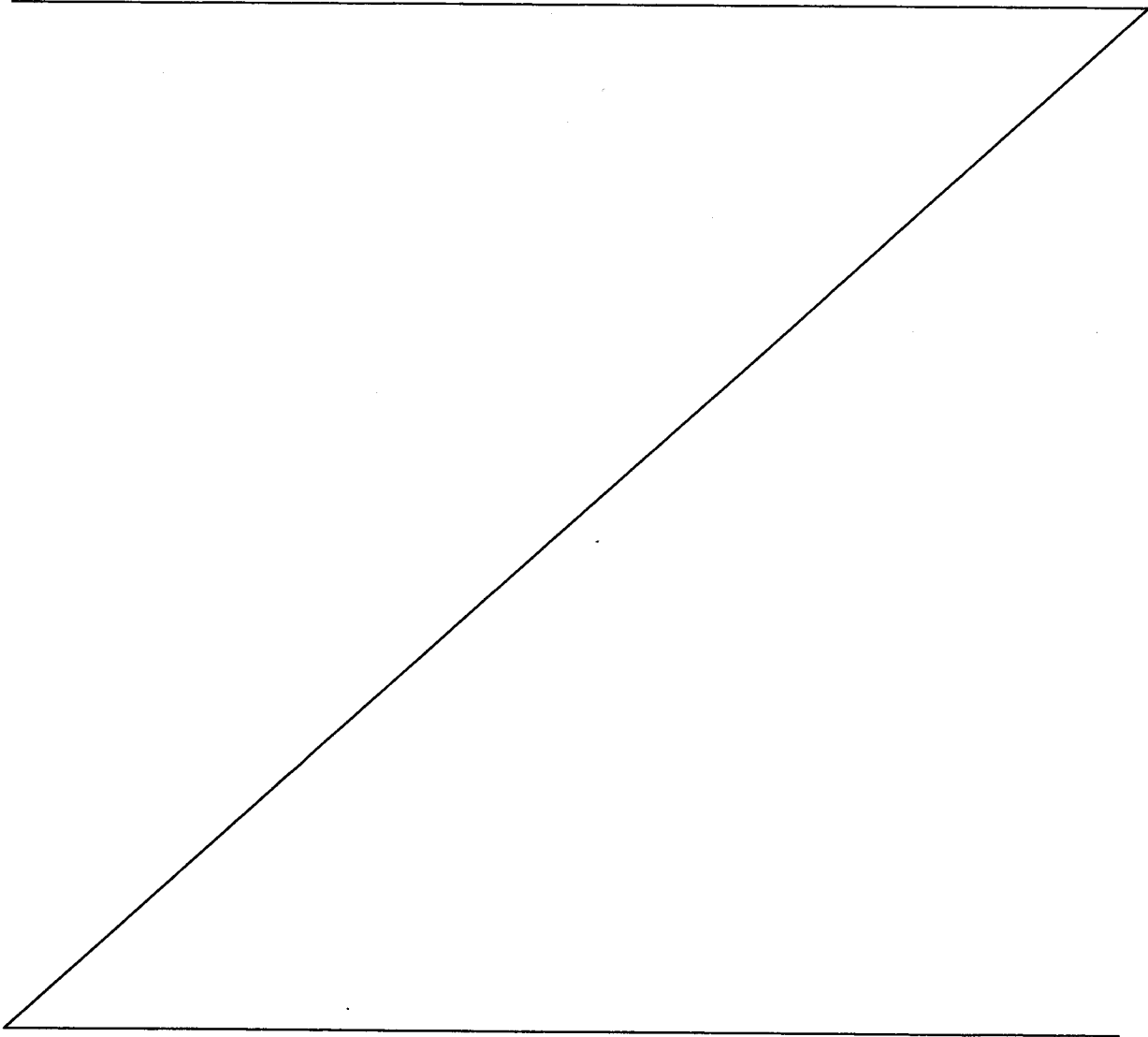


2012 5192

negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Lease specifically displays a mutual intent to amend a particular part of this Lease, general conflicts in language between any such attachment and this Lease shall be construed consistent with the terms of this Lease. Unless otherwise expressly authorized by the terms of this Lease, no modification or amendment to this Lease shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

(j) The illegality or invalidity of any provision or portion of this Lease shall not affect the validity of the remainder of this Lease and this Lease shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Lease unenforceable.

(k) LESSOR will be responsible to pay any and all property taxes associated with the Leased Premises as described on pages 1 and 2, paragraph (a) of this Lease.



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(l) The parties hereto represent and warrant that the person executing this Lease on behalf of each party has full power and authority to enter into this Lease.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

LESSEE:
WINNEMUCCA HOTEL, LLC
D/B/A HOLIDAY INN EXPRESS

LESSOR:
STATE OF NEVADA acting by and
through its DEPARTMENT OF
TRANSPORTATION

By: Jaswinder Singh 7/25/12
Jaswinder Singh, Date
Managing Member

[Signature] 08/22/12
Director Date

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REVIEWED AND RECOMMENDED BY:

[Signature] 8/16/12
District Engineer Date

[Signature] 8/7/12
Paul A. Saucedo, Chief R/W Agent Date

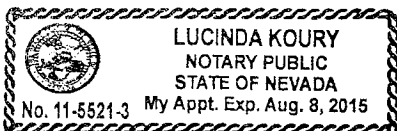
APPROVED AS TO LEGALITY AND FORM:

[Signature] 8-9-12
Deputy Attorney General Date

STATE OF NEVADA
CARSON CITY

On this 22 day of August, 2012, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, William Hoffman personally known (or proved) to me to be the Assistant Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

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

[Signature]

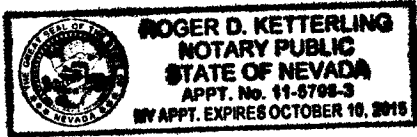


2012 5192

STATE OF NEVADA
CARSON CITY

On this 25 day of JULY, 2012, personally appeared before me, the undersigned, a Notary Public in and for the CARSON CITY, State of NEVADA, Jaswinder Singh personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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

R. D. Ketterling

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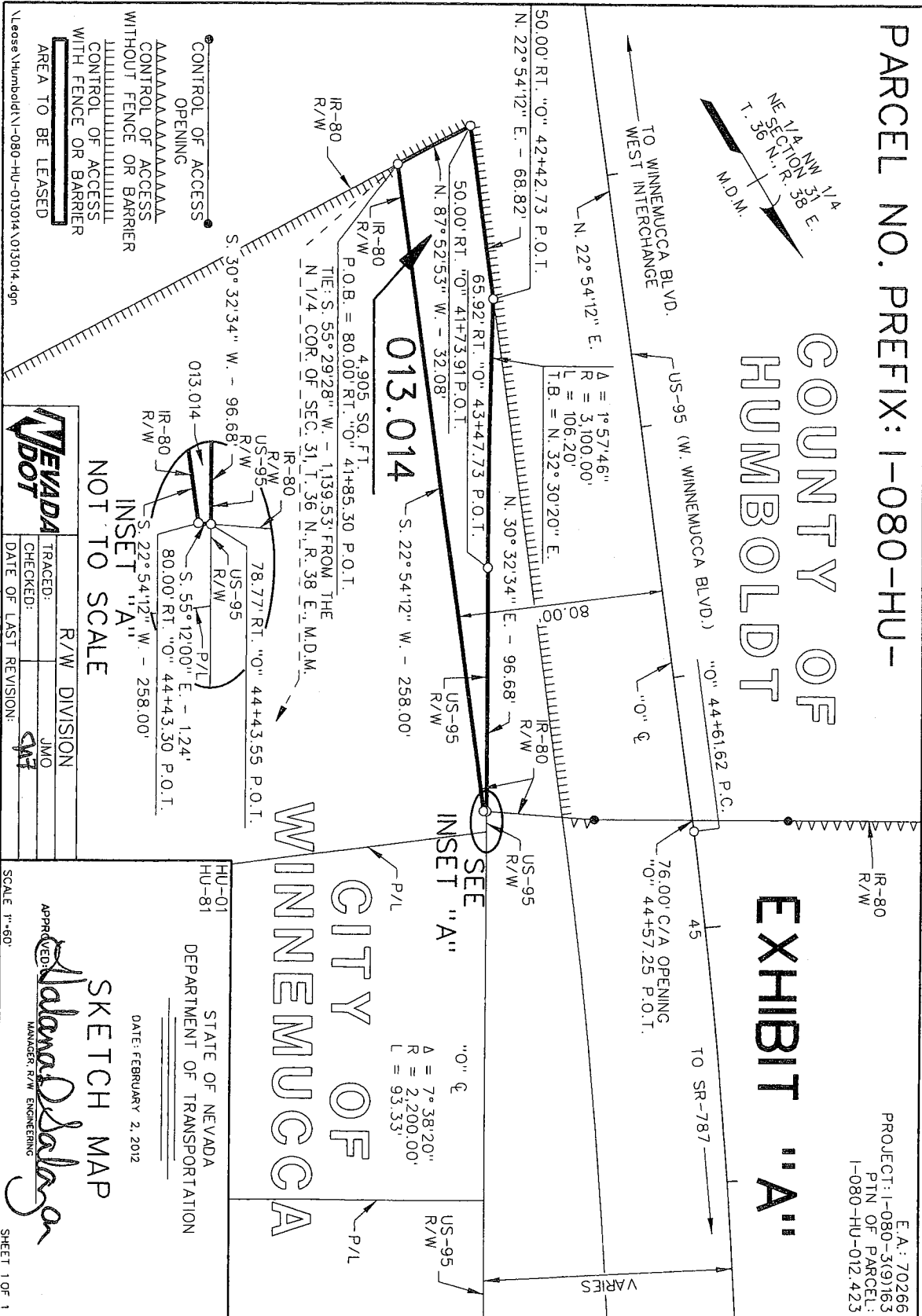


PARCEL NO. PREFIX: I-080-HU-

COUNTY OF
 HUMBOLDT

EXHIBIT "A"

E.A.: 70266
 PROJECT: I-080-3(9)163
 PTN OF PARCEL:
 I-080-HU-012.423



Control of Access
 Opening
 Control of Access
 Without Fence or Barrier
 Control of Access
 With Fence or Barrier
 Area to be Leased



TRACED:	R/W DIVISION
CHECKED:	JMO
DATE OF LAST REVISION:	CM

STATE OF NEVADA
 DEPARTMENT OF TRANSPORTATION
 DATE: FEBRUARY 2, 2012

SKETCH MAP
 Approved: *Shahana D. Salazar*
 MANAGER, R/W ENGINEERING

SCALE: 1" = 60'

SHEET 1 OF 1



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

MEMORANDUM

Environmental Services Division

January 31, 2019

To: Diana Callahan, Staff Specialist, Acquisitions, Right-of-Way

From: Steve M. Cooke, PE, Chief, Environmental Services *SMC*

Subject: Environmental Clearance for Transportation Board
Surplus No.: SUR 17-07
Project: I-080-3(9)163
EA: 70266
Parking Lot for the Winnemucca Hotel
Surplus Parcel No.: I-080-HU-013.014 XS1
Disposal by Direct Sale

The Environmental Services Division reviewed the requested action as presented in your memo dated January 28, 2019 and found it clear of any documented environmental concern for disposal. Per FHWA opinion expressed March 30, 2016, this request does not appear to be a qualifying action and does not require NEPA or FHWA approval of NEPA, as outlined in 23CFR771 and the current Programmatic Agreement between FHWA and NDOT.

EC: Project E-File

ATTACHMENT E

NRS 408.533 Disposal of property.

1. Except as otherwise provided in [NRS 37.270](#), all real property, interests therein or improvements thereon and personal property acquired before, on or after April 1, 1957, in accordance with the provisions of [NRS 408.487](#) and [408.489](#) must, after approval by the Board and if no longer needed for highway purposes, be disposed of by the Director in accordance with the provisions of subsection 2, except that:

(a) When the property was originally donated to the State, no charge may be made if it is returned to the original owner or to the holder of the reversionary right.

(b) When the property has been wholly or partially paid for by towns, cities or counties, disposal of the property and of money received therefor must be agreed upon by the governing bodies of the towns, cities and counties and the Department.

(c) When the title to the real property has been acquired in fee pursuant to [NRS 408.487](#) and [408.489](#) and, in the opinion of the Board, a sale by means of a public auction or sealed bids is uneconomical or impractical because:

(1) There is no access to the property;

(2) The property has value or an increased value only to a single adjoining property owner; or

(3) Such a sale would work an undue hardship upon a property owner as a result of a severance of the property of that owner or a denial of access to a public highway,

↳ the Board may enter into a direct sale of the property with such an owner or any other person for its fair market value.

(d) When the property has been acquired and the property or any portion of the property is no longer needed for highway purposes, the Department shall give notice of its intention to dispose of the property by publication in a newspaper of general circulation in the county where the property is situated. The notice must include the Department's appraisal of the fair market value of the property. Any person from whom the property was purchased or the person's heir or grantee may purchase the property at its fair market value by direct sale from the Department within 60 days after the notice is published. If more than one person qualified to purchase the property by direct sale pursuant to this paragraph so requests, the person with the superior claim, as determined by the Department in its sole discretion, is entitled to purchase the property by direct sale. If a person who is entitled to purchase the property by direct sale pursuant to this paragraph reasonably believes that the Department's appraisal of the property is greater than the fair market value of the property, the person may file an objection to the appraisal with the Department. The Department shall set forth the procedure for filing an objection and the process under which a final determination will be made of the fair market value of the property for which an objection is filed. The Department shall sell the property in the manner provided in subsection 2 if:

(1) No person requests to purchase the property by direct sale within 60 days after the notice is published pursuant to this paragraph; or

(2) A person who files an objection pursuant to this paragraph fails, within 10 business days after receipt of a written notice of the final determination of the fair market value of the property, to notify the Department in writing that he or she wishes to purchase the property at the fair market value set forth in the notice.

(e) When the property is sought by another public agency for a reasonable public use, the Department may first offer the property to the public agency at its fair market value.

2. All property, interests or improvements not included within the provisions of subsection 1 must first be offered for sale by the Department singly or in combination at public auction or by sealed bids. If the highest bid received is 90 percent or more of the Department's appraisal of the fair market value of the property, the property may be sold to the highest bidder. The notice and the terms of the sale must be published in a newspaper of general circulation in the county where the property is situated. The auctions and openings of bids must be conducted by the Department. If the property cannot be sold for 90 percent or more of its fair market value, the Department may enter into a written listing agreement with a person licensed pursuant to [chapter 645](#) of NRS to sell or lease the property for 90 percent or more of its fair market value.

3. It is conclusively presumed in favor of the Department and any purchaser for value that the Department acted within its lawful authority in acquiring and disposing of the property, and that the Director acted within his or her lawful authority in executing any conveyance vesting title in the purchaser. All such conveyances must be quitclaim in nature and the Department shall not warrant title, furnish title insurance or pay the tax on transfer of real property.

4. No person has a right of action against the Department or its employees for a violation of this section. This subsection does not prevent an action by the Attorney General on behalf of the State of Nevada or any aggrieved person.

5. All sums of money received by the Department for the sale of real and personal property must be deposited with the State Treasurer to be credited to the State Highway Fund, unless the Federal Highway Administration

participated in acquisition of the property, in which case a pro rata share of the money obtained by disposal of the property must be paid to the Federal Highway Administration.

6. The Department may reserve and except easements, rights or interests from the conveyance of any real property disposed of in accordance with this section or exchanged pursuant to subsection 5 of [NRS 408.489](#). The easements, rights or interests include, but are not limited to:

(a) Abutter's rights of light, view or air.

(b) Easements of access to and from abutting land.

(c) Covenants prohibiting the use of signs, structures or devices advertising activities not conducted, services not rendered or goods not produced or available on the real property.

(Added to NRS by [1957, 693](#); A [1959, 599](#); [1963, 978](#); [1967, 1743](#); [1971, 140](#); [1979, 1781](#); [1985, 707](#); [1987, 1812](#); [1989, 1308](#); [1991, 1691](#); [1995, 1140](#); [2001, 2132](#); [2005, 1790](#))



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

MEMORANDUM

December 3, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: December 14, 2020 | Transportation Board of Directors Meeting

ITEM #12: Receive the 2021 State Highway Preservation Report – *For possible action.*

Summary:

Pursuant to NRS 408.203, the Director of the Nevada Department of Transportation shall report to the Legislature by February 1 of odd-numbered years the progress being made in the Department's 10-year plan for the resurfacing of state highways. The report must include an accounting of revenues and expenditures in the preceding two fiscal years, a list of the project which have been completed, including mileage and cost, and an estimate of the adequacy of projected revenues for timely completion of the plan.

The major components of the Highway Preservation Report include:

- Executive Summary
- Pavement Preservation Data and Summaries
- Backlog Need
- Pavement Preservation Action Plan
- Bridge Preservation Data and Summaries
- Bridge Preservation Action Plan
- Detailed Charts and Tables

Background:

NDOT's pavement network is composed of 5,365 centerline miles (13,505 lane miles) and is classified into 5 different categories by the amount of truck traffic they carry (equivalent single axle load or "ESAL"), average daily traffic volumes (average daily traffic or "ADT") and guidelines by the Federal Highway Administration. Although the state-maintained roadway network consists of only 14% of the roads in

MEMORANDUM

Department of Transportation Board of Directors

December 3, 2020

Page 2 of 2

Nevada, it carries 49% of all automobile traffic and 68% of all heavy truck traffic in the state. NDOT's approach to maintaining each category is different since we believe the more traveled roadways should be held to a higher standard.

NDOT is responsible for inspecting and reporting the condition of all bridges open to the public in Nevada, except those on federal lands. Currently, that includes: 2,107 bridges in our inventory, with NDOT maintaining 1,221; the counties and cities maintaining 815; other local agencies maintaining 48; private entities maintaining 11; railroad maintaining 6; and other state agencies maintaining 6.

The 2021 State Highway Preservation Report describes the inventory of pavements and bridges, their current condition, and identifies various scenarios, including strategies and costs, for maintaining these assets in future years.

Recommendation for Board Action:

- Receive the 2021 State Highway Preservation Report

List of Attachments (provided under separate cover)

- 2021 State Highway Preservation Report - Draft

Prepared by:

Sondra Rosenberg, Assistant Director, Planning



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

MEMORANDUM

December 3, 2020

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: December 14, 2020 | Transportation Board of Directors Meeting

ITEM #13: Receive the Nevada Department of Transportation 2020 NDOT Performance Management Report – *For possible action*

Summary:

The Department prepares an Annual Performance Management Report and submits it to the Transportation Board of Directors and the Director of the Legislative Counsel Bureau for transmittal to the Interim Finance Committee by December 31st of each year (NRS 408.133). The draft report is being presented prior to the final production that will be provided to LCB later this month.

Major components of the 2020 NDOT Performance Management Report include:

- Performance Management Dashboard (Executive Summaries)
- Detailed Performance Management Data
- Major Projects Annual Status Report
- Benefit-Cost Analysis of Capacity Projects
- Project Priority Rationale
- Performance Management Plan

NDOT's performance management plays a vital role in the performance-based decision-making process by:

- ensuring investment accountability and transparency.;
- tracking and monitoring system performance;
- helping to identify and implement efficient and cost-effective performance-based program;
- linking projects to the vision, mission, and goals of the department;
- helping to align performance targets with customer expectations; and

- assisting in the delivery of high quality projects.

Background:

NDOT has established 16 performance measures to track and report performance of the major divisions and program areas. NDOT's performance management system focuses on the critical aspects of a cohesive, integrated, and performance-driven approach. In April of this year, this Board approved changes to some of NDOT's performance measures and targets as well as adding a new measure for Greenhouse Gas Emissions, though a specific annual target has not yet been set.

Analysis:

Of the 16 Performance Measures that the department monitors, nine (9) annual performance targets were met, three (3) annual performance targets were not met, three (3) annual performance targets were partially met, and one (1) annual performance measure did not have a 2020 target.

Targets were met for:

- Provide Employee Training
- Improve Employee Satisfaction
- Streamline Agreement Process
- Improve Customer and Public Outreach
- Maintain NDOT Fleet
- Emergency Management, Security and Continuity of Operations
- Reduce Fatal & Serious Injury Crashes
- Maintain State Bridges
- Streamline Permitting Process

Targets were not met for:

- Reduce Workplace Accidents
- Maintain NDOT Facilities
- Project Delivery – Schedule and Estimate for Bid Advertisement

Targets were partially met for the following measures with sub-measures and targets:

- Improve Travel Reliability and Reduce Delay
- Project Delivery – Bid Opening to Construction Completion
- Maintain state Highway Pavement

As part of the performance management process, all Performance Champions (Division Heads) have established short- and long-term strategies that will facilitate the achievement of established performance targets.

Recommendation for Board Action:

- Receive the Nevada Department of Transportation 2020 Performance Management Report

MEMORANDUM
Department of Transportation Board of Directors
December 3, 2020
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List of Attachments (provided under separate cover)

- Nevada Department of Transportation 2020 Performance Management Report - Draft

Prepared by:

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