



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, April 12, 2021 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 April 12, 2021 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 March 8, 2021 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 Agreements over \$300,000—*For possible action.*
 6. Contracts, Agreements, and Settlements—Pursuant to NRS 408.131 the Board may delegate authority to the Director which the Director may exercise pursuant to NRS 408.205. These items and matters have been delegated to the Director by the Board by resolutions in April 1990 and July 2011.—*Informational item only.*
 7. 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.
 8. 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.*
 9. Adjournment—*For possible action.*
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NOTES:

- Items on the agenda may be taken out of order.
- The Board may combine two or more agenda items for consideration.
- The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- The Board will limit 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](#), 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

March 8, 2021

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, March 8, 2021. A roll call was conducted, and a quorum was established.

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

Absent: Controller Catherine Byrne

2. Public Comment #1

There were no public comments regarding items on the agenda.

3. Consideration of Appointment of Acting Deputy Director Jeff Lerud as Interim Secretary to the Transportation Board of Directors pursuant to NRS 408.121. (For Possible Action)

There were no comments or questions from the Board.

Motion: Approve the appointment of Acting Deputy Director Jeff Lerud as Interim Secretary to the Transportation Board of Directors pursuant to NRS 408.121.

By: Lieutenant Governor Kate Marshall

Vote: Passed unanimously



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9:30 A.M.

4. Consideration of Approval of the February 8, 2021 Nevada Department of Transportation Board of Directors Meeting Minutes. (For Possible Action)

There were no corrections or changes in the Minutes.

Motion: Approve the February 8, 2021 Nevada Department of Transportation Board of Directors Meeting Minutes

By: Member Stephen Ascuaga

Vote: Passed unanimously

5. Receive Director's Report (Informational Item)

Director Swallow began the Director's Report with a discussion on safety. Director Swallow informed the Board that fatalities in February 2021 were down significantly from February 2020, but 20 people still lost their lives on Nevada roads in February 2021. Director Swallow informed the Board that this reduction has brought the year-to-date numbers down from 51 in 2020 to 48 during the first two months of 2021, a 6-percent decline. This is due to declines in Washoe County, whereas in Clark County and some of the smaller, rural counties, the numbers are up.

Director Swallow informed the Board that NDOT is commemorating the tenth year of the lifesaving, zero-fatalities program, which was introduced by the Department of Public Safety and Department of Transportation in 2011. Zero Fatalities originally launched with campaigns aimed at four dangerous driving behaviors: impairment; intersection safety; occupant protection; and pedestrian safety. As of 2021, the new slogan for this program will be "*Lives Are On the Line.*" Two additional emphasis areas will be added to the existing areas of engineering, education, enforcement, and emergency response: equity and everyone. Director Swallow informed the Board that the first campaign of Zero Fatalities this year is called "Save Yourself," and reminds everyone to make choices that could save their own lives by avoiding distractions, buckling up, and obeying signals and signs.



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Director Swallow informed the Board that on February 20th, a North Las Vegas man lost his life in a crash on State Route 278 outside of Carlin in Eureka County when he failed to negotiate a curve and proceeded off to the right side of the road where he steered to the left, hit a guard rail, and crossed the highway, at which time he rolled the vehicle over and down an embankment. The driver was unrestrained by a seatbelt and died at the scene. The five passengers in the vehicle sustained only minor injuries. Director Swallow informed the Board that NHP suspects impairment in this crash. Director Swallow informed the Board that speed and impairment are still the number-one causation of crashes in 2021. Director Swallow reminded everyone who sets out to travel, whether by car, on foot, by bicycle, or bus, to take steps to remain safe.

Director Swallow updated the Board on the traffic impacts as a result of the pandemic. Director Swallow informed the Board that NDOT is looking at quarters rather than at months at a time. In Southern Nevada, I-15 at Primm is closing in on February 2020 levels, which Director Swallow indicated is a good sign as February 2020 preceded the COVID-19 pandemic. I-15 at Mesquite is exceeding the pre-pandemic numbers from February of 2020. Director Swallow informed the Board that traffic volumes are inching upwards in other locations in Southern Nevada and that many locations across the state saw a significant rise in traffic from January 2021 to February 2021, in some cases exceeding the average amount of traffic for January and February. Director Swallow informed the Board that traffic remains robust in the Elko area with a slight uptick from January to February 2021. NDOT is continuing to see good signs and expects to continue to see good signs as the state recovers from the pandemic.

Director Swallow informed the Board that the legislative session is underway and, on Thursday, February 25th, all four of NDOT's bills were heard at the Assembly Committee on Growth and Infrastructure meeting. Director Swallow informed the Board that she and Deputy Director Mortensen have been meeting with lawmakers regarding bills and are working to educate legislators on important transportation matters. NDOT's government affairs team is tracking over 130 pieces of legislation and will continue to do so as they migrate through the session.

Director Swallow provided the Board with an update on the HOV study. Director Swallow reminded the Board that HOV lanes have been open in the Las Vegas area for over a decade. At the completion of Project Neon, the HOV lanes' operating hours were increased to 24-7. NDOT received a significant amount of feedback regarding



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this change and committed to studying and setting the lanes but did not wish to roll back the hours without ensuring that there were no concerns on NDOT's end. Once internal analyses were completed, NDOT determined that hours could potentially be rolled back. NDOT, then, reached out to Federal Highway, who concurred to conduct an HOV hours of operation pilot study. Director Swallow informed the Board that the HOV operations pilot study RFP was released to the industry on February 22nd, and proposals are due the week following this meeting. Once a consultant is chosen, on-road data analytics will be performed to ensure that NDOT has the proper data sources for the operation of each of the lanes. Once completed, the consultant will then make a recommendation regarding the pilot hours prior to rolling out the pilot study. NDOT anticipates a reduction in the HOV-only hours on the system between the end of 2021 and beginning of 2022. The consultant will then provide NDOT with a quarterly update on metrics that includes traffic volumes, speeds, crashes, and HOV occupancy. Director Swallow cautioned the Board that in the case of degradation in safety, the study could end early, but the anticipated length at this time is approximately 18 months before NDOT receives a final recommendation regarding the hours of HOV operations.

Director Swallow next provided an update on an ongoing, long-term project in the downtown Las Vegas area: to replace the viaduct that extends from the Spaghetti Bowl along US-95, I-515 to Eastern. Director Swallow informed the Board that this project is currently in the environmental phase. Director Swallow further informed the Board that NDOT is gathering public input regarding the impacts of the future project. There are many roads that cross underneath the viaduct, particularly between Las Vegas Boulevard and Eastern, some of which may be permanently closed as a result of the viaduct replacement project. Director Swallow listed the roads for planned, temporary, partial closure between March 8 and March 28 for purposes of public comment and feedback on the impact of those closures. Director Swallow explained that two of the roads, 15th and 21st, are not currently proposed for full closure but, rather, will include facilities for pedestrians and bicyclists in those locations. Director Swallow informed the Board that from March 29 through April 12, the roads will be fully closed. Director Swallow indicated that NDOT team members will be out on those roads soliciting feedback from the public during those dates. Director Swallow informed the Board of the public's ability to provide feedback on www.NDOTDAP.com or by phone on the community feedback line, where a message can be left and an NDOT member will return the call either in English or in Spanish as indicated by the caller for the purposes of soliciting feedback.



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Director Swallow provided an update on a shorter-term project on the viaduct. In order for the viaduct to remain functional for delivery of the long-term project, NDOT has proposed a rehabilitation project. The I-515-Viaduct Project will extend from I-15 to the Eastern Avenue interchange and will include updating the Desert Inn Road Bridge on I-515. Director Swallow indicated that the refurbishing will include deck repairs, a new pavement overlay, addressing the ramp hinges at the ramps as well as some seismic retrofits, and an additional southbound lane from the Spaghetti Bowl to Eastern to help with traffic concerns in that corridor. Director Swallow informed the Board that the bridge work on the Eastern Avenue Bridge and Desert Inn Road Bridge is partially supported by a federal grant that NDOT received two years prior. The construction is tentatively scheduled to begin in the spring and be complete by mid-2022. Director Swallow cautioned that this project will have a significant impact on throughput and, thus, NDOT has brought the project to the attention of the Board and the public in order to prepare them to choose alternate corridors as needed. Director Swallow explained that NDOT anticipates the ability to maintain two open lanes of traffic in both directions for the majority of the project but cautioned that there may be times where further reduction is necessary in the interest of meeting the project's deadline.

Director Swallow provided the Board with an update on the impact of NDOT's projects and programs on the workforce. In February, the Board approved projects to support over 2,000 jobs in the community. Director Swallow informed the Board that nearly 1,100 jobs will be supported through the approval of the projects on the March agenda. Director Swallow concluded her presentation by indicating to the Board that if everything is approved on today's agenda, 3,158 jobs will be supported through NDOT.

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

Director Swallow informed the Board of three contracts for approval. Las Vegas Paving was the low bidder for a 16-mile project on I-15 between Jean and the California state line. This project will include pavement improvements on the interchange of Jean as well as a new weigh-in motion system. Road and Highway Builders was the low bidder on a contract for 12 miles of I-80 between Golconda and Valmy and involves installing a new weigh-in motion system as well as drainage, signs, and ITS improvement. Las Vegas Paving was the low bidder on the previously mentioned I-515 viaduct rehabilitation project, which includes the addition of a southbound lane from the Spaghetti Bowl to Eastern, work on the Eastern Interchange and Desert Inn Bridges, and overall rehabilitation of the viaduct.



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Justin Kalb indicated his concern of the \$38 million price tag for the viaduct project regarding possible unnecessary repairs given that the system will be torn out within the next five to ten years.

Director Swallow indicated that NDOT is planning to deliver this project. Director Swallow indicated NDOT's concern with the two bridges, which are beyond their useful life and at risk of being deemed structurally deficient. Director Swallow discussed the possibility of needing to load post those bridges, which would be detrimental to the entire community. In addition, the additional southbound lane is being added, which is critical to vehicles continuing to move through the corridor, as well as the pavement and bridge deck work to ensure that the viaduct is functional until the permanent project, at least five years out, can be delivered.

Motion: Approve Contracts over \$5,000,000
By: Member Virginia Valentine
Vote: Passed unanimously

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

Director Swallow informed the Board that there are five agreements for consideration. Infotech will be the vendor for the Agreement 1, and Director Swallow informed the Board that this is an amendment being done through a new agreement due to some changes in the underlying contract requirements. Director Swallow explained that this amendment will allow the AASHTOware project to expand and help with NDOT's civil rights and labor module, which NDOT needs to help manage compliance with state and federal regulations. The Agreement 2 indicates that Diversified Consulting Services will be helping with the administration of the construction project approved in February's Board meeting at State Route 431 and State Route 28 in and around Incline Village. Agreement 3, for Kimley-Horn and Associates, is also an amendment to include a speed management action plan. Director Swallow explained to the Board that NDOT is focusing on how to better manage speed throughout the state, not just through education enforcement, but through engineering, and this speed management action plan will help guide and provide strategies that NDOT can implement in the hopes of decreasing speeds and increasing safety. Agreement 4 is for Jacobs Engineering Group and is an amendment for the Downtown Access Project, which was originally approved in 2015 as a planning study to identify opportunities along the corridor. Director Swallow explained that the project has evolved since that



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time, and a NEPA study is now being conducted for the long-term replacement of the viaducts. Once the NEPA study is concluded, NDOT will have the ability to do a full procurement to determine the team that will deliver the full project in the future. Agreement 5 is for CA Group and is the final amendment to the I-515 Charleston Interchange Project. The amendment includes updates that resulted from the road safety audit completed in January of 2020 as well as updates that have been requested by local agencies, such as changes in sound wall design and geometry, and assistance and oversight for resident engineer support during construction of the project.

Motion: Approve Agreements over \$300,000

By: Member Virginia Valentine

Vote: Passed unanimously

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

Director Swallow informed the Board that she has no comments on this information item only.

There were no questions from members of the Board.

9. Public Comment #2

There was no public comment.

10. Executive Session

There was no executive session in this meeting.

11. Adjournment (For Possible Action)

Prior to moving to adjourn the meeting, Lieutenant Governor Kate Marshall informed the Board that March 8 is International Women's Day.



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Governor Sisolak offered congratulations to all the women that are part of the state of Nevada, the community, and NDOT.

Motion: Adjourn the March 8, 2021 Nevada Department of Transportation Board of Directors Meeting
By: Lieutenant Governor Kate Marshall
Vote: Passed unanimously

Jeff Lerud, Acting Deputy Director
Interim Secretary to the Board of Directors



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

MEMORANDUM

April 1, 2021

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: April 12, 2021 | Transportation Board of Directors Meeting

ITEM #5: 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 February 5, 2021 through March 11, 2021.

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 February 5, 2021 through March 11, 2021.

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
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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, February 5, 2021 through March 11, 2021

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
February 5, 2021 through March 11, 2021

Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Total Amount of prior Amendments	Amendment Amount	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Dir. Office	Division Head	Notes
1	06013	05	VOLT DELTA RESOURCES, LLC	NEVADA'S NEXT GENERATION (NNG) 511 SYSTEM	N	\$1,920,000.00	\$1,920,000.00	\$752,000.00	\$4,592,000.00	-	4/5/2013	12/31/2022	4/12/2021	Service Provider	Traffic Operations	Jeff	Rod	<p>AMD 5 04-12-21: INCREASE AUTHORITY BY \$752,000.00 FROM \$3,840,000.00 TO \$4,592,000.00 AND EXTEND THE TERMINATION DATE FROM 04-30-21 TO 12-31-2022 DUE TO CONTINUED NEED FOR ONGOING OPERATIONS AND MAINTENANCE OF THE NEVADA 511 TRAVELER INFORMATION SYSTEM. THE TRAFFIC OPERATIONS DIVISION IS CURRENTLY CONDUCTING RESEARCH AND DEVELOPING RECOMMENDATIONS FOR THE UPGRADE OR REPLACEMENT OF THE EXISTING 511 SYSTEM. TO PREVENT A GAP IN SERVICE WHILE THE RESEARCH AND RECOMMENDATION PROJECT IS COMPLETED, THIS AMENDMENT ADDS TWENTY MONTHS TO THE AGREEMENT.</p> <p>AMD 4 01-03-18: NO COST AMENDMENT TO PROVIDE ADDED ENHANCEMENTS THROUGH THE IMPLEMENTATION OF IMPROVEMENTS TO NVROADS.COM, THE 511 IVR, AND THE OPERATORS EVENT GUI (CRS) WEBSITE. THESE FEATURES HAVE BEEN IDENTIFIED AS VITAL TO THE USABILITY OF THE NNG511 SYSTEM</p> <p>AMD 3 04-21-17: INCREASE AUTHORITY BY \$1,920,000.00 FROM \$1,920,000.00 TO \$3,840,000.00, AND EXTEND THE TERMINATION DATE FROM 04-30-17 TO 04-30-21.</p> <p>AMD 2 08-05-14: MODIFY SCOPE OF WORK TO INCLUDE ENHANCEMENTS OF THE SYSTEM THROUGH NVROADS.COM.</p> <p>AMD 1 10-30-13: MODIFY SCOPE OF WORK TO INCLUDE IMPLEMENTATION OF A "CONDITIONS LAYER," WHICH HAS BEEN IDENTIFIED AS A VITAL USABILITY ENHANCEMENT.</p> <p>04-05-13: OPERATE AND MAINTAIN NEVADA'S NEXT GENERATION 511 (NNG 511) TRAVELER INFORMATION SYSTEM. SERVICE PROVIDER WILL PROVIDE AND MAINTAIN A 511 TROUBLE REPORTING SYSTEM CONSISTING OF TELEPHONE RESPONSE AND WEB-BASED REPORTING FOR USE BY THE DEPARTMENT. THE TELEPHONE TROUBLE REPORTING COMPONENT WILL BE A 24 HOURS PER DAY, 7 DAYS PER WEEK CALL SERVICE THAT ACCEPTS CALLS FROM AUTHORIZED NDOT STAFF AND CONTACTS THE APPROPRIATE VOLTDELTA REPRESENTATIVE FOR ACTION. VOLTDELTA IS REQUIRED TO PROVIDE AND MAINTAIN A LIST OF VOLTDELTA PERSONNEL WHO ARE ON-CALL TO RESPOND TO TROUBLE CALLS, STATEWIDE. NV B/L#: NVD20041116361-R</p>
2	10921	00	KIMLEY-HORN AND ASSOCIATES	ENGINEERING SERVICES	N	\$534,300.00	-	-	\$534,300.00	-	4/12/2021	1/31/2025	-	Service Provider	Project Management	Darin	Nick	<p>04-12-21: EXPAND THE ACTIVE TRAFFIC MANAGEMENT SYSTEM TO INCLUDE: PROJECT MANAGEMENT OVER THE THREE (3) YEAR DURATION OF THE PROJECT; STAKEHOLDER MEETINGS CONDUCTED OVER THE THREE (3) YEARS OF THE PROJECT; MAINTENANCE OF TRAFFIC (MOT) OPERATIONS SUPPORT; CONFIGURATION OF TEN (10) NEW AND TWO (2) RELOCATED ACTIVE TRAFFIC MANAGEMENT (ATM) GANTRIES AND DETECTOR STATIONS; FOR MANUAL OPERATION AND AUTOMATIC SCENARIOS IN THE KITS ACTIVE TRAFFIC MANAGEMENT DECISION SUPPORT SYSTEM (DSS) DEPLOYMENT PLAN AND COORDINATION IN PREPARATION OF THE GO-LIVE ACTIVE MONITORING AND THRESHOLD ADJUSTMENTS TO INCLUDE MONITORING, VERIFICATION, AND TUNING OF THE ATM ALGORITHMS, STATEWIDE. NV B/L#: NVF19911015458-S</p>
3	22918	02	KIMLEY-HORN AND ASSOCIATES	INTELLIGENT TRAFFIC MANAGEMENT SOFTWARE UPDATES	N	\$245,571.00	\$498,507.91	\$505,985.53	\$1,250,064.44	-	5/18/2018	6/30/2023	4/12/2021	Service Provider	Traffic Operations	Jeff	Rod	<p>AMD 2 04-12-21: EXTEND TERMINATION DATE FROM 06-30-21 TO 06-30-23 AND INCREASE AUTHORITY BY \$505,985.53 FROM \$744,078.91 TO \$1,250,064.44 TO ALLOW THE TRAFFIC OPERATIONS DIVISION TO CONDUCT RESEARCH AND DEVELOP RECOMMENDATIONS FOR A FUTURE COMPETITIVE PROCUREMENT FOR ACTIVE TRAFFIC MANAGEMENT SERVICES (ATMS) VIA A REQUEST FOR PROPOSAL (RFP).</p> <p>AMD 1 05-13-19: EXTEND TERMINATION DATE FROM 06-30-19 TO 06-30-21 AND INCREASE AUTHORITY BY \$498,507.91 FROM \$245,571.00 TO \$744,078.91 FOR CONTINUATION OF SUPPORT SERVICES. NDOT CURRENTLY OPERATES THE STATEWIDE ADVANCED TRAFFIC MANAGEMENT SYSTEM SOFTWARE (ATMS) USING A SOFTWARE APPLICATION CALLED KITS BY KIMLEY-HORN AND ASSOCIATES, INC. (KHA). THE PURPOSE OF THIS AMENDMENT ENABLES KHA TO CONTINUE PROVIDING SOFTWARE UPDATES, DIAGNOSTICS, MAINTENANCE OF DATA AND MANUALS, INTEGRATION AS DEVICES ARE ADDED, AND IN-PERSON TRAINING. AFTER UTILIZING THE AGREEMENT FOR ONE (1) YEAR, IT HAS BEEN DETERMINED THAT THE CURRENT SCOPE OF WORK WILL MEET THE DEPARTMENT'S NEEDS FOR AN ADDITIONAL TWO (2) YEARS.</p> <p>05-18-18: PROVIDE SOFTWARE UPDATES, DIAGNOSTICS, MAINTENANCE OF DATA AND MANUALS, INTEGRATION OF DEVICES, AND IN-PERSON TRAINING FOR AN INTELLIGENT TRANSPORTATION MANAGEMENT SYSTEM THAT NDOT USES TO CONTROL A WIDE VARIETY OF DEVICES INSTALLED ALONG THE ROADSIDE, SUCH AS CAMERAS, MESSAGE SIGNS, CHAIN CONTROL SIGNS, AND THE NEW ACTIVE TRAFFIC MANAGEMENT GANTRIES INSTALLED AS PART OF PROJECT NEON FOR VARIABLE SPEED LIMITS AND LANE CONTROL. TWENTY-FOUR HOUR ASSISTANCE WILL BE PROVIDED TO MAINTAIN THE DAILY OPERATIONS OF THE SOFTWARE APPLICATION. STATEWIDE. NV B/L#: NVF19911015458-S</p>
4	38920	00	PATRIOT ENVIRONMENTAL SERVICES, INC.	DISPLACED PERSON AND DEBRIS CLEAN UP	N	\$3,000,000.00	-	-	\$3,000,000.00	-	4/12/2021	12/31/2022	-	Service Provider	Maintenance and Asset Management	Jeff	Anita	<p>04-12-21: DISPLACED PERSON AND TRASH/DEBRIS CLEANUP WITHIN THE DEPARTMENT RIGHT-OF-WAY ON VARIOUS LOCATIONS WITHIN THE LAS VEGAS AREA. SERVICES TO INCLUDE, BUT NOT LIMITED TO, COLLECTION, REMOVAL, DISPOSAL, SANITIZATION, MOBILIZATION, AND ANY NECESSARY TRAFFIC CONTROL AT VARIOUS LOCATIONS ON AN ON-CALL BASIS WITHIN CLARK COUNTY. NV B/L: NVF20121113271-R PROPOSERS: PATRIOT ENVIRONMENTAL SERVICES, INC., LOGISTICAL SOLUTIONS, LLC</p>
5	41119	02	THE NARWHAL GROUP	INTELLIGENT TRAFFIC SYSTEM (ITS) DEVICE MAINTENANCE AND REPAIR	N	\$1,680,000.00	-	\$1,295,345.00	\$2,975,345.00	-	8/19/2019	6/30/2022	4/12/2021	Service Provider	Traffic Operations	Jeff	Rod	<p>AMD2 04-12-21: INCREASE AUTHORITY BY \$1,295,345.00 FROM \$1,680,000.00 TO \$2,975,345.00 TO FUND THE REMOVAL AND REPLACEMENT OF APPROXIMATELY 500 HIGH PRESSURE SODIUM HIGH MAST FIXTURES ON I-15 AND US-95 AND TO ENSURE THAT INTELLIGENT TRAFFIC SYSTEM (ITS) MAINTENANCE IS COMPLETED.</p> <p>AMD 1 01-30-20: NO COST AMENDMENT TO CHANGE AGREEMENT FROM A MASTER AGREEMENT WITH TASK ORDERS TO A SERVICE AGREEMENT BY REMOVING ALL TASK ORDER LANGUAGE TO ALLOW DISTRICT 1 TO ADMINISTER TASKS USING WORK ORDERS. ADDITIONAL FUNDING AND TIME ARE NOT ANTICIPATED.</p> <p>08-19-19: PROVIDE SERVICES FOR ON-CALL PREVENTATIVE MAINTENANCE AND IMMEDIATE RESPONSE TO OUTAGES TO THE INTELLIGENT TRAFFIC SYSTEM (ITS) DEVICES IN DISTRICT I. THIS INCLUDES TECHNICAL AND OPERATIONAL SUPPORT INCLUDING MAINTENANCE, REPAIR, LIFE CYCLE MAINTENANCE (TO INCLUDE REPLACEMENT PARTS AND FULL REPLACEMENT), AND PREVENTATIVE MAINTENANCE ON ITS DEVICES STATEWIDE. NV B/L#: NV20131182395-R</p>

Line Item 1

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

060-13-016Amd5

For Agreement Services Only

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

Initial Budget Request Request for Amendment #: Agreement #: P060-13-016

If Amendment, name of Company: Volt Delta Resources, LLC

Project ID #(s): N/A

Type of Services: Continued Operations & Maintenance of Nevada's 511 Traveler Information System

Originated by: LaShonn Ford Division: Traffic Operations Date Originated: 1/28/2021

Division Head/District Engineer: Rodney Schilling

Budget Category #: 466006/466823 Object #: 814E Organization #: C016

Estimated Cost: Type of Funding: State % of Fund: 100

Funding Notes: This agreement uses 100% state funds via a combination of division funds (466006) and the Logo Sign Fund (466823). State Fiscal Year(s): FY21, FY22, FY23

IT Review:

Signature Date

Financial Management:

Kristen Greenhut 2/10/2021

Signature Date

- Requires Transportation Board Approval
- Does not require Transportation Board Approval

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

Project Accounting:

KMcKee 2/10/2021

Signature Date

Director:

Kristina Swallow 2/10/2021

Signature Date

Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach:

Purpose of, and Justification for, Budget Request:

The purpose of this amendment is to extend current maintenance and operations for the existing Nevada 511 Traveler Information System through December 31, 2022. The Traffic Operations division is currently conducting research and developing recommendations for the upgrade or replacement of the existing 511 system. The extension will prevent a gap in service while the research and recommendation project is completed. The program is critical for providing current road-related information to the traveling public via telephone, website, and mobile browser on smart phones, as well as feeds to social media (Facebook, Twitter, etc.). Real-time road condition information enables drivers to make travel decisions that can save time and increase safety. In addition, the 511 system enables the DEPARTMENT to meet the federal requirement to provide real-time road condition information to the public.

Negotiated fixed monthly cost = \$36,000.00. Average variable IVR usage cost + 10% contingency = \$1,600.00. Length of extension = 20 months. Amendment amount = $(\$36,000.00 + \$1,600.00) \times 20 \text{ months} = \$752,000.00$

Scope of Services:

The consultant will continue to operate and maintain the 511 phone system, websites, conditions reporting system, mobile application, and social media feeds as outlined in the scope of services (Attachment A-1).



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

MEMORANDUM

February 3, 2021

TO: Jeffrey Lerud, PE, CPM, Acting Deputy Director, Operations and Maintenance
FROM: LaShonn Ford, Senior ITS Project Manager
SUBJECT: Negotiation Summary for Amendment 5 to Agreement P060-13-016

On April 5, 2013, NDOT entered into agreement P060-13-016 with Volt Delta Resources, LLC to perform operation and maintenance of Nevada’s 511 Traveler Information System.

The Scope of Services includes operations and maintenance of the Nevada 511 Traveler Information System, which provides current road-related information to the traveling public via telephone, website, mobile browser on smart phones, and feeds to social media (Facebook, Twitter, etc.).

The Traffic Operations division is currently conducting research and developing recommendations for the upgrade or replacement of the existing 511 system. To prevent a gap in service, while the research and recommendation project is completed, this amendment adds 20 months to the agreement for a new end date of December 31, 2022.

To accommodate this extension in service, the total amount of the agreement must be increased by **\$752,000.00**.

The DEPARTMENT's original estimate for this amendment was **\$754,000.00** including a fixed monthly fee of \$36,100.00 and a budgeted average variable monthly IVR (Interactive Voice Response) cost of \$1,600 (IVR budget includes 10% contingency).

The SERVICE PROVIDER's original estimate for this amendment was **\$822,000.00**, including a fixed monthly fee of \$39,500.00 and a budgeted average variable monthly IVR cost of \$1,600 (IVR cost includes 10% contingency).

A negotiation meeting was held on January 28, 2021 between LaShonn Ford of NDOT and Beatrice Hartfuss of Volt Delta Resources, LLC. The negotiations yielded the following:

1. NDOT and Volt Delta Resources, LLC agree to no change in IVR usage fees.
2. NDOT and Volt Delta Resources, LLC agree on the new end date of December 31, 2022.
3. The total negotiated cost for this Amendment, including direct labor, overhead, fee and direct expenses will be **\$752,000.00**. The new total cost of this Agreement will be **\$4,592,000.00**.

Reviewed and Approved:

DocuSigned by:

FOC1947A442E435

02/03/2021

Acting Deputy Director, Operations and Maintenance

Attachment A-1
Scope of Work

Nevada Next Generation 511 Travel
Information System

Operations and Maintenance Phase

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List of Acronyms

ATMS	Advanced Traffic Management Service
BIOS	Basic Input Output System
CDW	Central Data Warehouse
CMB	Change Management Board
CRS	Conditions Reporting System
FRT	Failure Response Time
GSA	General Services Administration
ITS	Intelligent Transportation Systems
IVR	Interactive Voice Response
NDOT	Nevada Department of Transportation
NNGS 11.....	Nevada's Next Generation 511 System
O&M.....	Operations and Maintenance
PST	Pacific Standard Time
RAID.....	Redundant Array of Independent Disks
TBN	To Be Negotiated
TMDD.....	Traffic Management Data Dictionary

1 Background

The Nevada Department of Transportation (NDOT) deployed a statewide 511 system including an interactive voice response (*IVR*) system and website in 2006. The ability to disseminate information alerts in real time via email and text was added in 2008. In 2011, NDOT began the process of planning for a new statewide 511 service. The systems engineering process was employed throughout the project, to develop a concept of operations, create and track system and functional requirements, and deploy and test the system in accordance with all identified requirements.

Volt Delta Resources, LLC (VoltDelta) was selected by NDOT in 2012 to design, develop, and deploy Nevada's next generation 511 traveler information service, referred to throughout the development period as "NNG511". From this point forward in this document the Nevada 511 system is referred to as "511" or "the system". Development of the new 511 system began in August 2012. By the time this Scope goes into effect, a factory acceptance test and a systems acceptance test will have been conducted to ensure compliance with all requirements.

This document specifies the scope of the work to be performed by the VoltDelta team to operate and maintain the 511 system to include *IVR* subsystem, website, conditions reporting system (CRS), personalized email and text alerts, a mobile application, interface to NDOT's Traffic Management Data Dictionary (TMDD) subsystem, social media feed(s) and/or accounts as required by NDOT and any other social media accounts developed for the system.

2 Work to be Performed

2.1 Overview

The system will operate on a non-proprietary database structure, programs and hardware, and will be an off-premise hosted system that is fully redundant. The system will be operated and managed by the VoltDelta team, under the ITS project management of NDOT.

2.2 General Work Tasks to Be Performed

In the operation and maintenance of the 511 system, the VoltDelta team shall:

2.2.1 Design and Operations

- A. Operate the 511 phone system, website, CRS, mobile application, and social media feeds 24 hours per day, 7 days per week less scheduled downtime for maintenance. The contractor shall specify how much downtime is required per week or month for planned maintenance of the 511 system, not to exceed 1 hour per week.
- B. Furnish a phone system that has the ability to burst up to 200 ports without notice.
- C. Provide:
 - 1. A web-based trouble reporting system for authorized users of the system to report and track issues, problems and feature requests.
 - 2. Support for operators for all components to which operators have access.
- D. Maintain:
 - 1. Support of the TMDD interface.
 - 2. A survey tool on both IVR and website that can be turned on and off.

2.2.2 Testing

- A. Test the functionality and quality of the:
 - 1. Information provided by the IVR by making calls to 511 IVR weekly for the duration of the contract.
 - 2. Website by checking the website weekly for the duration of the contract.
 - 3. CRS by checking the subsystem weekly for the duration of the contract.
 - 4. Social media feeds and/or accounts by checking the feeds/ accounts weekly for the duration of the contract.
 - 5. Interface to the TMDD, by checking the interface weekly for the duration of the contract.
 - 6. Mobile application by checking the mobile application weekly for the duration of the contract.

2.2.3 Reporting

- A. Document and provide to NDOT a weekly log of which staff member performed the manual check and when the check was performed for all subsystems.
- B. Keep and provide to NDOT a log documenting which staff member performed the manual check and when the check was performed.
- C. Track the system's usage through monthly usage reports and special reports as requested by NDOT.

2.2.4 User Comments and Feedback

- A. Receive, transcribe, and archive user comments and feedback left on both the IVR and website.
- B. Respond to technical questions as required by NDOT within 1 business day.
- C. Provide:
 - I. A transcribed list of all IVR and web comments daily to NDOT.
 - 2. A summary of all IVR and web comments monthly to NDOT.
 - 3. Results of survey tool, when active, to NDOT daily.

2.3 Project Management

VoltDelta will schedule, attend, participate in, and prepare appropriate materials for meetings as directed by the NDOT Project Manager. For all meetings, the VoltDelta team will document meeting minutes and items of relevance to the project for distribution to appropriate staff.

2.3.1 Regular Project Update Meetings

The VoltDelta team shall be available for project update meetings with the NDOT Project Manager no less than weekly from launch for the first six months of operation. The NDOT Project Manager will have the right to change the frequency of these meetings if necessary. Meetings will be via telephone and/or video conference calls hosted by the VoltDelta team scheduled each Thursday at 8:30 am Pacific Standard Time (PST) or at another mutually agreeable time. The VoltDelta team shall distribute an agenda for the project update meeting to NDOT on the business day before the meeting is scheduled.

2.3.2 Semi-annual Project Update Meetings

The VoltDelta team shall schedule two in-person project update meetings per year for the duration of the contract. The in-person meetings will be held on a rotating schedule at a location (in one of the three NDOT districts) to be specified by NDOT. The location will be chosen by NDOT.

2.3.3 Monthly Status Reports

The VoltDelta team shall provide NDOT with a monthly status report summarizing its activities. Each monthly status report will, at a minimum, contain the following information:

- A. A review and analysis of the project in accordance with the approved Project Management Plan, including major task accomplishments and payment milestones.
- B. The status of all current or pending tasks that the VoltDelta team has worked on during the reporting period, and planned work for the subsequent reporting period.
- C. The approved budget, the amount spent to date, the amount spent during the reporting period, the estimated cost to complete, the percentage of the task completed, and the anticipated completion date.

- D. IVR usage statistics, to include at a minimum:
 - 1. Total calls
 - 2. Total transactions (number of condition/forecast requests made by callers)
 - 3. Average transactions per call
 - 4. Max transactions for any call
 - 5. Max number of simultaneous calls (peak calls)
 - 6. Call duration total
 - 7. Max call duration
 - 8. Number of calls to customer comment line
 - 9. Peak call day of the month
 - 10. Peak call hour of the month
 - 11. Most common information request for the month
- E. Web usage statistics, to include at a minimum:
 - 1. Number of monthly unique visitors
 - 2. Browser type used
 - 3. Number of monthly page views
 - 4. Unique visitors per day
 - 5. Unique visitors total to date
 - 6. Number of peak page views per day
 - 7. Page view total to date
 - 8. Percentage of hits per web category/feature:
 - a. Camera views
 - b. Construction
 - c. No selection / information
 - d. Road conditions;
 - e. Vehicle controls
 - f. Roadway location description reports
 - g. Traffic
 - h. Transfers
 - i. Links to other agencies
 - j. Travel times
- F. IVR and web statistics on an ad hoc basis, as requested by NDOT.
- G. Schedule status update and adherence.
- H. Action items list to support the documentation, management, and eventual closure of ongoing tasks/problems in a timely manner. An updated list of action items with priority, status, resources being applied, and required resolution dates will be included as part of the monthly status report. Where possible, each action item should be associated to the system and functional requirement(s) to which it relates.
- I. Updated risk register – see Section 2.12 for details regarding the development and update of the risk register.
- J. Comments and feedback – a comprehensive list of all comments and feedback received via IVR or on the website.
- K. Bugs tracked – a comprehensive list of all bugs and/or issues reported during the previous month, as well as a running list of all open bugs /issues including resolutions.

2.4 Bug/Issue Tracking

The VoltDelta team will provide a web-based application to collect, report, and archive bug issues and resolutions. Authorized NDOT staff will be given up-to-date login credentials to access the interface 24 hours per day, 7 days per week for the purpose of reporting bugs or issues, or to track feature requests.

- A. The VoltDelta team will include a list of open bugs or issues in the regularly scheduled project update conference call.
- B. The VoltDelta team shall keep a searchable database of all bugs and/or issues reported for the duration of the contract.
- C. Weekly meeting and monthly report, as stated in Section 2.3.3.

2.5 General Record Keeping

The VoltDelta team will keep the following general records, along with any other records necessary, for the efficient management and auditing of the project, for the duration of the contract:

- A. Project documentation.
- B. Insurance and bonding requirements.
- C. Communications record keeping.
- D. Staff management and employment records and policies.

At the conclusion of the contract, the VoltDelta team will provide all project records in electronic files to NDOT and shall maintain an archive of the electronic files for 3 years after the conclusion of the contract.

2.6 Scheduled Maintenance Policies and Procedures

After launch of the 511 system, VoltDelta will monitor the 511 system operation and conduct preventive maintenance to insure continued reliable operation of the system.

The VoltDelta team will provide 5 business days' notice in advance of all scheduled downtime for maintenance. Notice shall be provided via email, to a list of NDOT stakeholders to be decided, and then by phone call to the NDOT 511 project manager.

System downtimes for maintenance shall be scheduled to occur between midnight and 3 o'clock in the morning PST, between Tuesday and Thursday of the week. A follow-up alert to the users of the system shall be issued one hour before the system is shut down for maintenance.

Public users of the system shall be notified prior to the scheduled downtime beginning and will be notified of the expected time the service will be resumed. Notification to the public shall be through a banner alert on the web site and a statewide floodgate on the IVR and an alert to the CRS user interface.

Table 1 Scheduled Maintenance Frequency

Frequency	Policy and Procedure
Continuous (less than hourly)	<p>Monitor to ensure that all 511 systems are operating correctly and available to include:</p> <ol style="list-style-type: none"> 1. Verify connectivity between each data center every 5 minutes. 2. Verify that all relevant and necessary 511 components are running every 1 minute. 3. Verify that all web site, IVR, CRS and Data Fusion servers are running every 1 minute. 4. Monitor disk, memory, and processor utilization for all IVR, website, CRS and data fusion servers. 5. Verify that the quality management subsystem is running every 1 minute. 6. Monitor map service availability. Switch to back up map if unavailable. 7. Confirm connectivity to the NDOT Central Data Warehouse (Traffic Management Data Dictionary (TMDD) Database -) every 1 minute.
Daily	<p>Perform a health check to ensure the performance, stability and productivity of the IVR subsystem to include:</p> <ol style="list-style-type: none"> 1. Verification of bursting capability. 2. Check error logs looking for developing trends and alert if there is a potential problem emerging. 3. Conduct anti-virus daily signature updates (or similar processes to ensure an acceptable level of security).
Daily	<p>Perform a health check to ensure the performance, stability and productivity of the web subsystem to include:</p> <ol style="list-style-type: none"> 1. Monitor hits per page per user and log. 2. Check error logs looking for developing trends and alert if there is a potential problem emerging. 3. Conduct anti-virus daily signature updates (if a commercial anti-virus program is used). 4. Check the map service for updates and download/install new map tiles if available.
Daily	<p>Perform a health check to ensure the performance, stability and productivity of the CRS subsystem to include:</p> <ol style="list-style-type: none"> 1. Monitor availability and accessibility of CRS to NDOT operators.

Frequency	Policy and Procedure
Weekly	<ol style="list-style-type: none"> 1. Archive and then purge log files. 2. Perform analysis of IVR logs for tuning purposes. 3. Review comments from IVR users and report negative and positive comments to NDOT Operations Manager. 4. Review comments from web users and report negative and positive comments to NDOT Operations Manager. 5. Track the number of negative reports, the number of positive reports, calculate the percentage of negative feedback to all feedback segregated by IVR and web and report to the NDOT Operations Manager.
Monthly	<ol style="list-style-type: none"> 1. Perform restart of the IVR application on the last Sunday at Nevada local midnight of every month to regenerate cache. 2. Perform a full sync operation of the system and backup systems on the last Sunday of the month at Nevada local midnight of every month.
Semi-annually	Key members of the VoltDelta team shall conduct an in-person project update meeting at one of NDOT's District offices. The team shall gather feedback from NDOT personnel and gather any suggestions for improvements to the system. The team shall document all feedback, including adding bugs/issues and feature requests into the bug tracking system.
When required	Perform server operating system maintenance to include: <ol style="list-style-type: none"> 1. Patch/critical updates to the operating system. 2. Patch/critical updates for anti-virus software. 3. Patch/critical firmware updates for hardware including but not be limited to: switches, BIOS, RAID controllers.

2.7 Unscheduled Maintenance Policies and Procedures

VoltDelta is responsible for responding to system failures in a timely and expeditious manner to restore the system to normal operation as quickly as possible and within the time required for system availability. The response time for VoltDelta depends on the severity of the failure and is called Failure Response Time (FRT).

2.8 Reporting Failures

VoltDelta will provide and maintain a 511 trouble reporting system consisting of telephone response and web based reporting for use by NDOT users of the 511 system. The telephone trouble reporting component will be 24 hours per day 7 days per week call service that accepts calls from authorized NDOT users of the 511 system and contacts the appropriate VoltDelta representative for action. VoltDelta is required to provide and maintain a list of VoltDelta team personnel who are on call to respond to trouble calls. This list shall be accessible from the CRS homepage.

The web based component is a trouble ticket form that is filled out by NDOT users of the system and forwarded to VoltDelta for response/action no later than the next business day. Trouble tickets are typically used to report on operational issues that could be improved or on problems with the software that the NDOT operator can overcome manually.

2.9 Failure Response

The VoltDelta team for failure response consists of personnel each having different skill levels, experience and availability. Severity 1 is the most severe, 3 is the least severe.

2.10 Response Times

2.10.1 Severity 1 Failures

The VoltDelta team will respond within 15 minutes after notification of a severity 1 failure with a verbal acknowledgement of notification to the NDOT Operations Manager reporting the failure with e-mail notification to the NDOT Operations Manager. Status calls will be provided at 30-minute intervals until the problem is resolved and the system is restored to normal operation. VoltDelta will respond accordingly 24 hours a day, weekends, holidays and work days included.

2.10.2 Severity 2 Failures

The VoltDelta team shall respond within 60 minutes after notification of a severity 2 failure with a verbal acknowledgement of notification to the NDOT Operations Manager reporting the failure with e-mail notification to the NDOT Operations Manager. Status calls shall be provided at 2 hour intervals until the problem is resolved and the system is restored to normal operation.

2.10.3 Severity 3 Failures

The VoltDelta team shall compile severity 3 failures and submit to NDOT monthly for review and discussion by the CMB. Severity 3 failures may result in engineering change requests/proposals if the change results in new functionality.

Table 2 System Failure Categories

Failure Type	Severity	Description
Complete System	1	The public has no access to NDOT traveler information.
IVR	1	The public has no access through the 511 telephone system but has access through the web.
Web	1	The public has access to some 511 services through the 511 telephone service but not through the web.
Partial IVR	2	Some content is not available through the IVR.
Partial web	2	Some content is not available through the web such as weather, CCTV camera images, travel times, etc.
CRS Phase 1	1	NDOT personnel are unable to enter information into the system, through the CRS.

Failure Type	Severity	Description
CRS Phase 2	1	NDOT personnel are unable to enter information into the system, through the CRS.
Minor problems	3	Anomalies in the system operation that have work around (temporary) solution but need to be fixed at some point in the near future (e.g. next 3 months).

2.11 Support Levels

The VoltDelta team will provide varying levels of support dictated by the severity of the problem. The VoltDelta team will provide telephone access 24 hours per day, 7 days per week to a help desk that will log the problem and notify the appropriate VoltDelta employee. The level of expertise and skill set of the VoltDelta person assigned to resolve the problem will vary by level of support as shown in Table 3.

Table 3 Support Levels

Support Level	VoltDelta Support
1	Telephone Staff
2	Engineering Staff
3	Senior Engineering Staff

2.11.1 Level 1 Support

The level 1 support consists of the VoltDelta team that directly supports the operation and maintenance of the 511 system and generally provides support to NDOT through the telephone. Level 1 support includes the following tasks:

- A. Document the call in a trouble ticket.
- B. Analysis of alarms and system problems to identify and fault isolate problems. Provide solutions or workarounds when possible.
- C. Provide the NDOT Operations Manager and the VoltDelta Project manager with a root/cause analysis and identification of the reported problem.
- D. Be available 24 hours per day, 7 days per week annually and be able to provide escalation when needed.
- E. Assist in answering NDOT questions regarding daily operations and maintenance of the system.
- F. VoltDelta will provide level 1 support through the telephone, e-mail, SMS and the web based trouble reporting system.

2.11.2 Level 2 Support

The level 2 support consists of engineering staff responsible for the efficient operation of the 511 system components. They are responsible for maintaining all functional requirements of the system and application software maintenance. Level 2 support includes the following tasks:

- A. Validate all level 1 escalated trouble reports.
- B. Assist level 1 support staff in analyzing and identifying the root cause of the problem and support the implementation of workarounds when necessary.
- C. Isolate and provide a solution for problems that level 1 is unable to resolve.
- D. Perform a root/cause analysis for all system failures that are severity 1 and 2.

Generally level 2 staff will support level 1 staff during normal business hours except where there is a severity 1 or 2 failure in which case level 2 staff will be available as needed.

2.11.3 Level 3 Support

Level 3 support includes engineering management, senior (lead) engineers and subject matter experts. This support group can also include 3rd party vendors that support the delivery of the 511 services.

2.12 Risk Management

The VoltDelta team will take a proactive approach to risk management by developing and updating a risk register. The risk register will be used to identify, evaluate, and control project-related uncertainties that have the potential to result in schedule delays, cost overruns, performance problems, or other undesired consequences.

The risk register will enable NDOT and the VoltDelta project team to:

- A. Identify potential sources of risk.
- B. Ensure that risk is factored into all decisions.
- C. Quantify risks, including both the probability of occurrence and seriousness of impact, and assess their impacts on cost (including life-cycle costs), schedule, and performance.
- D. Determine and evaluate alternative approaches to mitigate moderate and high risks.
- E. Take action to avoid, control, assume, or transfer each risk as appropriate.

The status of Risk Management issues and any mitigation of those issues will be documented in each monthly status report.

3 Change Request Procedures

The purpose of change control is to assure that changes to the 511 system will be implemented through a controlled process which takes into consideration how the proposed change will affect statewide systems and their stakeholders. From the standpoint of operations and maintenance, change can be a result of fixing a problem or to add or enhance functionality of the system.

3.1 Overview of Change Request Process

The NDOT Change Management Board (CMB) was established to manage change to the 511 system. The way change is initiated in response to a problem or a need is identified. The 511 system will have an on-line trouble reporting system provided by the VoltDelta team that is accessed through the Internet to report problems or request enhancements. The web based tool will be accessible to authorized NDOT users and managers of the system. If a problem is called in through the telephone answering service, the level 1 support staff responding to the call forwarded by the call service will create a system trouble report to log the problem so that all problems reported are tracked. The level 1 support staff assigns the severity level to the problem, however; this can be changed by level 2 or 3 after further examination of the problem.

4 User Group

The VoltDelta team shall establish a 511 Users Group for users of their core 511 system. VoltDelta shall hold an annual meeting inviting all users identified as part of the Users Group. The first Users Group meeting shall take place at one of NDOT's offices to be determined by NDOT, between the sixth and twelfth month of 511 operation. After that, the meeting shall be scheduled annually.

For subsequent Users Group meetings, the VoltDelta team will include paid travel for up to two (2) NDOT employees to attend. Travel includes all transportation, lodging and per diem expenses in accordance with General Services Administration (GSA) rates.

5 Service Level Agreements

In accordance with Section 3.7 of the 511 RFP, the contractor shall propose performance metrics that will be the basis for service level agreements. The purpose of the SLAs is to pay VoltDelta according to a formula that combines the fixed costs of operating the system with performance incentives that result in superior performance of the 511 system that is well accepted by the public and NDOT. Performance metrics may include:

- A. System and subsystem availability.
- B. Response times to reported problems.
- C. Public satisfaction with the IVR, website and the mobile application as indicated by:
 - 1. Number of negative comments/feedback is less than X% of total usage per month.
 - 2. Number of page hits per month.
 - 3. Number of times ports were not available to handle calls (expected to be zero).

6 Deliverables

- A. 511 phone system, available 24 hours per day, 7 days per week
- B. 511 website

- C. 511 mobile application
- D. Conditions reporting system interface
- E. Social media feeds and accounts
- F. Monthly project reports
- G. Weekly and/or bi-weekly meeting minutes

7 Staffing

The VoltDelta team shall provide an updated contact list to NDOT Operations Manager. At a minimum the contact list shall include the following information:

- A. Name
- B. Work hours contact telephone number
- C. Off duty contact telephone number
- D. E-Mail address

A single point of contact shall be provided daily 24 hours per day, 7 days per week throughout the year. This point of contact can change during the day or week or month but shall be the VoltDelta team representative capable of discussing the status of reported problems and able to enlist the support of any needed technical expertise to resolve a problem. VoltDelta is providing a fully staffed 24/7/365 day support service that NDOT can call or email to report or check on the performance of the 511 solution. This is the single point of contact. We provide, as all similar services, a rotating list of on duty staff during this 24 hour period to respond to NDOT's requests or reported issues.

To report a service problem 24 x 7 x 365

- Access the VoltDelta Customer Support portal at <https://support.zephyrtel.com/hc/en-us>
OR
- Call the ZephyrTel Central Support at:

(512)-861-1974

Level	Name	Title	Contact Information
Tier 1	ZephyrTel (Volt Delta) Central Support:	Support hotline	(512)-861-1974 or volt deltasupport-northamerica@zephyrtel.com
	On-Call Hosted Services Engineer	Engineer ÖPager Duty	Hosted on-call schedule.

Tier 2	Dennis van Wagtendonk	Head of Customer Support	dennis.wagtendonk@zephyrtel.com Mobile: +40 761619701
Tier 3	Valentyn Kozhevnykov	VP Engineering & Operations	+380 635651405 valentyn.kozhevnykov@zephyrtel.com

From an account management perspective, please reach out to the personnel listed below:

First Point of Contact:
Beatrice Hartfuss

Enterprise Account Executive
beatrice.hartfuss@zephyrtel.com
Skype: mail.to.hartfuss
Mobile: +49 173 6763 901

Management Escalation Point of Contact:
Brad Weinert
COO ZeohyrTel
brad.weinert@zephyrtel.com
(619) 792 6931

7.1 Right of Refusal

NDOT reserves the right to require the VoltDelta team to replace any project team member.

8 Pricing

The total cost of the services provided by Volt Delta shall not exceed the sum of Four Million Five Hundred Ninety Two Thousand and No/100 Dollars (\$4,592,000.00). Volt Delta will provide a monthly invoice that displays a Fixed Recurring Monthly Fee, Monthly Usage Fees, Optional Pricing, Enhancements and includes Monthly O&M Project Reports:

Payment will be made as follows:

8.1 Monthly Fixed Recurring Fee: \$ 36,000

Operations & Maintenance For Nevada Next Generation 511 System	
Description	Monthly Recurring Fees
IVR Hosting Location in New York: equipped with hardware/software/IVR ports/Internet & Telephony bandwidth to deliver solution	\$2,450

IVR Hosting Location in California: equipped with hardware/software/IVR ports/Internet & Telephony bandwidth to deliver solution	\$2,450
Web/Data Fusion/GAS/Mobile Application/TMDD Cloud Facility Location equipped with hardware/software, Internet & Telephony bandwidth required to deliver solution	\$4,800
Project Management: project management to support IVR, Web, Data Fusion, CRS, Mobile Applications, Social Media and TMDD interface, and meetings	\$6,600
Operations, Support & Maintenance: 24/7/365 help desk, engineering support, bug issue/tracking and resolution, for IVR, Web, Data Fusion, CRS, Mobile Applications, Social Media and TMDD interface	\$19,700
Monthly Fixed Recurring Fee Total	\$36,000

Assumptions to above pricing:

8.2 **Rates:**

1. 800 Telco .025 per minute
2. IVR Outbound Alert Calls (includes outbound Telco) .045 per minute
3. IVR Customer Survey (800 Telco rates are in addition) .035 per minute
4. Bursting from 200 concurrent ports up to 300 concurrent ports in any given month is available. A fee of \$125 per each concurrent port above 200 would apply for that calendar month if they are accessed. Volt Delta will send an email alert to the NDOT project manager within 24 hours anytime such event occurs including time, date, and the number of additional ports accessed concurrently.

8.3 **Usage Fees:** charged monthly by applying actual usage volumes to associated rates

1. 800 Telco Usage
2. IVR Outbound Alert Usage = Based on IVR Outbound Alert Usages x IVR Outbound Alert Rate
3. IVR Survey Usage Rate = Based on IVR Survey Usages x IVR Survey

= Based on 800 usages x 800 Telco Rate

Monthly Usage Fee Total \$

8.4 **Optional Fees:**

Annual User Group Meeting: \$ 4,800 per User Group Meeting held outside of Nevada
 \$ 2,500 per User Group Meeting held within Nevada

8.5 **Additional Port Costs:** NDOT reserves the right to Increase IVR port capacity with Volt Delta with 30 days written notice with associated monthly rates and fees to support such increase in IVR port capacity.

8.6 **Enhancements**

NDOT and/or Volt Delta may identify enhancements to improve Nevada's 511 system. When enhancements have been identified and agreed upon, Volt Delta and NDOT will negotiate a price for each enhancement. The agreed cost of the enhancement will be negotiated as any or a combination of the following:

- a. Lump Sum
- b. Usage
- c. Lump Sum using a fixed hourly rate of \$200.00

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):

Volt Delta Resources LLC

5. Corporate/Business Entity Street Address:

Street Address: 401 Congress Avenue, Suite 2650	Website: https://www.zephyrtel.com/solutions/voltdelta/
City, State and Zip Code: Austin, TX 78701	Point of Contact Name: Beatrice Hartfuss (Account Manager)
Telephone and Fax No. +1 512-861-1974	Email: beatrice.hartfuss@zephyrtel.com; voltdeltasup

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)
ESW Holdings, Inc.	Parent Company	100%
Andy Price	Chief Financial Officer	

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

DISCLOSURE OF RELATIONSHIP FORM

This section is not required for publicly-traded corporations

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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

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

Yes No

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

Yes No

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

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

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

Andrew S Price

Andrew S Price (Mar 23, 2021 10:16 CDT)

Signature

CFO

Title

Andy Price

Print Name

Mar 23, 2021

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



To: Nevada Department of Transportation
Lashonn Ford, Traffic Operations: Senior ITS Project Manager
1623 S. Stewart St.
Carson City, Nevada 89712

Re: No conflict of interest

To Whom it May Concern,

As the Chief Financial Officer of Volt Delta Resources and ESW Holdings, Inc., I write this letter, as requested, to confirm, upon investigation as well as information and belief, that no current or past public officer or employee of the state of Nevada currently has or has had any pecuniary interest in ESW Holdings, Inc. or Volt Delta Resources. Thus, no conflict of interest exists as to the business relationship between the Nevada Department of Transportation and Volt Delta Resources or ESW Holdings, Inc.

Please let us know if we can be of further assistance.

Sincerely,

Andrew S Price
Andrew S Price (Mar 23, 2021 10:15 CDT)

Andy Price, CFO

Line Item 2

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

109-21-015
For Agreement Services Only

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

Initial Budget Request Revision to Initial Budget Request: Request for Amendment #:
Name of Second Party, if Known: Agreement Number:

Project ID #(s): 74300

Type of Services: Sole Source Engineering Services for the Active Traffic Management Expansion

Originated by: Dwayne Wilkinson Division: Project Management Date Originated: 3/2/2021

Division Head/District Engineer: Nick Johnson

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

Organization #: B015

Type of Funding: State % of Fund: 100

State Fiscal Year(s): 22,23,24,25

Amendment Estimated Cost:

Total Agreement Estimated Cost: \$534,300.00

Funding Notes: It is anticipated that approximately the following amounts will be needed in the SFY specified: \$104,000 in SFY22; \$178,000 in SFY23; \$178,000 in SFY24; and \$ 74,300 in SFY25.

Financial Management:

Kristen Greenhut

3/4/2021

Approved by

Date

Requires Transportation Board Approval

Does not require Transportation Board Approval

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

Project Accounting:

KMcKee

3/4/2021

Approved by

Date

Director:

Kristina Swallow

3/4/2021

Approved by

Date

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION**

For Agreement Services Only 109-21-015

Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach:

Purpose of, and Justification for, Budget Request:

As part of the I-15 & Tropicana Interchange reconstruction ten (10) new Active Traffic Management (ATM) gantries are being added, two (2) existing ATM gantries are being relocated and other ITS technology is being added to the I-15 corridor near Tropicana. This is being done to support Active Traffic Management on the Northbound and Southbound of I-15. NDOT currently uses KITS for ATM and desires to extend the KITS ATM system to include the additional ten (10) gantries, associated detector stations, and cameras. NDOT staff does not have the expertise to perform this work in fact Kimley-Horn and associates are sole service provider with the expertise to do this work. In order to develop the costs for this additional work a detailed scope was developed and fee schedule was negotiated with Kimley-Horn and associates.

Scope of Services:

The scope of services for KITS to expand the Active Traffic Management system to include: 1) Project Management over the three (3) year duration of the project, 2) Stakeholder meetings conducted over the three (3) years of the project, 3) Maintenance of Traffic (MOT) operations support, 4) Configuration of ten (10) new and two (2) relocated ATM gantries and detector stations for manual operation and automatic scenarios in the KITS ATM Decision Support System (DSS), 5) Deployment plan and coordination in preparation of the go-live & 6) Active monitoring and threshold adjustments to include monitoring, verification, and tuning of the ATM algorithms. As stated above this work will be done on the expanded Active Management System that is being included in the I-15 & Tropicana Interchange reconstruction project.



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

MEMORANDUM

March 8, 2021

TO: Jeff Lerud, Assistant Director

FROM: Lynnette Russell, Project Manager DS
LR

SUBJECT: Negotiation Summary for Agreement P109-21-015

A negotiation meeting was held via TEAMS on December 15, 2021 with SERVICE PROVIDER MEMBERS (Stewart Allen and Mathew Tinney of Kimley-Horn and Associates), RTCSNV MEMBERS (Brian Hoeft and Theresa Gaisser) and DEPARTMENT MEMBERS (Lashonn Ford of Traffic, Rod Schilling of Traffic, and Dwayne Wilkinson of Project Management) all in attendance.

The duration of this agreement will be for approximately 3 years, ending on January 31, 2025.

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

The Scope of Services as reaffirmed by both parties: please see attachment A – Scope of Services

The following schedule was agreed to by both parties:

Date	Task to be Completed
*December 13, 2021	Project Management over the duration of the project
*December 13, 2021	Stakeholder meetings conducted over the duration of the project
To be determined (TBD)	Maintenance of Traffic (MOT) operations support
TBD	Configuring new and relocated ATM gantries and detector stations for manual operation and automatic scenarios in the KITS ATM Decision Support System (DSS)
TBD	Deployment plan and coordination in preparation of the go-live
TBD	Software Enhancements (When requested)

* This date is based on the anticipated start date of the Design of the I-15 & Tropicana Design Build Project
Note: Coordination with the selected Design Build Team will occur on or after 12/31/21 to set the start date for the other tasks shown as TBD above

Key personnel dedicated to this project are as follows:

Name	Title	Estimated Number of Hours
Jason Castillo	Senior. System Manager	30
Stewart Allen	System Manager	645
Matthew Tinney	Engineer	1634
Kyle Barker	Senior Analyst	544
Becky Bratcher	Analyst /Clerical	54
Total Hours:		2907

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

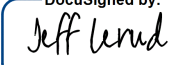
The DEPARTMENT's original estimate was \$ 364,000. 2122 man-hours of work by the SERVICE PROVIDER was assumed to cover these tasks. Specific rates of compensation were used by both parties. The hourly rates used by both parties were fully burdened.

The SERVICE PROVIDER's original estimate was \$ 405,355. 2387 man-hours of work were assumed to cover the tasks.

The negotiations yielded the following:

1. The need to allow for flexibility to accommodate the Design Builder's Maintenance of Traffic (MOT) resulted in an expansion of the scope of services. In order to accommodate this, 520 additional hours were added for MOT operations support. The number of these hours that are utilized will ultimately depend on the Design Builder's MOT approach.
2. The total projected man-hours allocated for this project is 2907.
3. The total negotiated cost for this Agreement is \$534,300.

Reviewed and Approved:

DocuSigned by:

E0C1947AD42E435...
Assistant Director

BACKGROUND

Nevada Department of Transportation (NDOT) is adding ten (10) new Active Traffic Management (ATM) gantries, relocating two (2) existing ATM gantries, and including ITS technology to the I-15 corridor near Tropicana in Las Vegas to support Active Traffic Management on the Northbound and Southbound of I-15. NDOT currently uses KITS for ATM and desires to extend the KITS ATM system to include the additional ten (10) gantries, associated detector stations, and cameras.

The following assumptions apply:

1. Estimates assume a project length of three (3) years for meetings and coordination. Escalation may apply after the initial three (3) years.
2. NDOT is responsible for all field work related to controllers, cabinets, detection, and associated hardware and ensuring that all equipment is configured correctly for operation.
3. NDOT is responsible for calibration and diagnostics of field device issues.
4. NDOT is responsible for all configuration of the communications network, repair or replacement of any field devices, firewall settings, VPN operation, network access, user accounts, and related IT infrastructure configuration.
5. All Kimley-Horn activities related to KITS will only occur after NDOT has given approval

THE CLIENT and THE CONSULTANTS agree as follows:

SCOPE OF SERVICES

The scope of services for the Nevada Department of Transportation (NDOT) KITS to expand the Active Traffic Management system to include:

- Project Management over the three (3) year duration of the project
- Stakeholder meetings conducted over the three (3) years of the project
- Maintenance of Traffic (MOT) operations support
- Configuration of ten (10) new and two (2) relocated ATM gantries and detector stations for manual operation and automatic scenarios in the KITS ATM Decision Support System (DSS)
- Deployment plan and coordination in preparation of the go-live
- Active monitoring and threshold adjustments to include monitoring, verification, and tuning of the ATM algorithms

TASK 1: PROJECT MANAGEMENT

In this task, Kimley-Horn's Project Manager (PM) will be responsible for the completion of activities associated with the performance of this project. The Kimley-Horn PM will oversee and participate in the day-to-day activities of the agreement. The Kimley-Horn PM will prepare invoices, progress reports, and meetings notes.

Deliverable(s):

- Progress reports
- Project accounting and invoices
- Kimley-Horn internal meetings

- Resource allocation and management

TASK 2: STAKEHOLDER COORDINATION

In this task, Kimley-Horn's Project Manager (PM) and Kimley-Horn's Integration Lead (IL) will attend project stakeholder meetings, perform coordination assignments, and follow up tasks at the direction of NDOT. This assumes performance of these tasks by Kimley-Horn up to the hourly limit.

Stakeholder meetings will be used to discuss the following items:

- Field device readiness for KITS integration
- Field device readiness for KITS communication
- Maintenance of Traffic (MOT) plans of DMS manual operation
- Discuss readiness and status using the KITS ATM deployment plan
- Coordination of go-live activities with project stakeholders
- Coordination with integration team during stakeholder meeting
- As-needed attendance at weekly meetings during pre-construction phase
- As-needed attendance at weekly meetings during construction phase
- As-needed attendance at weekly meetings during deployment phase

TASK 3: ATM CONFIGURATION

In this task, Kimley-Horn's will configure ten (10) new gantries, two (2) existing gantries, associated detector stations, and cameras for use in the KITS ATM module. Kimley-Horn will prepare a deployment plan to outline the detailed activities of the test procedures and specify those impacting operations and the public (i.e. the public will observe test messages during the test period). Kimley-Horn will execute the ATM configuration according to the deployment plan and include verification of communication to KITS, integration of the devices in KITS, configuration of the devices

The following activities will be performed as part of this task:

- Development of a Deployment Plan for phasing of the ATM use and algorithms
- Final verification of communication of field devices with KITS
- Periodic distribution of the exported device communication status list from KITS
- Configuration of the lanes and primary message windows of the DMS in KITS
- Development of two (2) new corridors in the KITS ATM for temporary use
- Configuration of ATMs in KITS for automatic and manual messages in the temporary* corridors
- Temporary assignment of two (2) edge gantries in the temporary corridors
- Final migration of all gantries into the existing ATM corridors

*The initial configuration of KITS will place the Tropicana gantries in a unique corridor separate from the live, currently in use corridors. This will help ensure the team can perform isolated testing on the system that does not impact the current system and algorithms. Once all algorithms are tuned and configured properly, the gantries and logic will be migrated to the current active corridors. Note, this means that during the MOT activities, operators will use the gantries in the isolated/temporary corridors in KITS.

Deliverable(s):

- DRAFT – Deployment Plan
- FINAL – Deployment Plan
- Configuration of ten (10) new ATM gantries in the ATM logic engine
- Configuration of two (2) relocated ATM gantries in the ATM logic engine

TASK 4: ACTIVE MONITORING AND THRESHOLD ADJUSTMENTS

In this task, Kimley-Horn will monitor, tune, and verify the ATM algorithms. The period will begin following the successful completion of the activities identified in the ATM Configuration task. During this period Kimley-Horn will modify configurable parameters in the ATM system associated with the new gantries and detector stations which may include adjustments to the logic conditions, tuning weaving lanes for smoothing, and modifications to corridor wide system parameters.

The following activities may be performed as part of this task:

- Monitoring system generated emails for anomalies
- Remote monitoring of the system up to one hour a day
- Adjustments to the corridor wide system parameters
- Adjustments to the detectors used in the smoothed data (i.e. disabling weaving lanes)
- Notifying NDOT and project stakeholders in the event of communication or other issues detected in the field (i.e. if a device has a communication failure, Kimley-Horn will email the responsible party to address the issue)
- Troubleshoot issues identified
- Document issues and action items in a spread sheet
- Review the issues list or action items weekly during the action review meeting

Deliverable(s):

- Monitoring and threshold adjustments of ATM logic
- Action items list and notes

TASK 5: MAINTENANCE OF TRAFFIC (MOT) CONFIGURATION

In this task, Kimley-Horn will reconfigure the ATM system Dynamic Message Signs (DMS) for manual operation during the Maintenance of Traffic (MOT) conditions as directed by the DEPARTMENT. Kimley-Horn will support reconfiguration for gantry changes during the construction period of the project. Kimley-Horn requires at least a two (2) week advanced notice from the project team to prepare the gantries for lane control commands in KITS for MOT. At the time of the notice all field devices for MOT activities must have communication to KITS, provided by the Contractor or NDOT.

Kimley-Horn's MOT support task activities will include:

- Configuring DMS in KITS for manual message commands (i.e. Public Service Announcements)
- Configuring DMS in KITS for manual Lane Control commands
- Driving the corridor to verify and tune the physical lane alignment of lane control messages

MOT activities described in this Task will be performed only to the budget limit of this task. Kimley-Horn is not responsible for supplying communication to the field devices from KITS. This task does not include diagnostics and troubleshooting of DMS communication issues. This task does not include support for automatic scenarios in the ATM (i.e. Speed Harmonization, Queue Warning, etc.).

Deliverable(s):

- Gantry reconfigurations for MOT as directed by the DEPARTMENT
- MOT to the Standard Operating Procedures (SOPs)

TASK 6: SOFTWARE ENHANCEMENTS

Kimley-Horn will provide software enhancements as agreed between NDOT and Kimley-Horn to facilitate the interaction of the users with the ATM system. Kimley-Horn will submit a task order description for these enhancements for approval by NDOT's project manager before any enhancements are implemented. An email confirmation response is required for approval from NDOT's project manager to proceed.

Additional Services

- Project Management for additional years
- Additional bundles of stakeholder coordination
- Support for Factory Acceptance Testing including testing the DMS.
- Travel costs have not been included as part of this project. Local Kimley-Horn staff will support driving the corridor during the reconfigurations of lane control signs in KITS.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Business Entity Type (Please select one)

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

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

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

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

5. Corporate/Business Entity Street Address:

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

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

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

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

Print Name

Title

Date

For NDOT Use Only:

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

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

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

Notes/Comments:

Signature

Print Name

Authorized NDOT Representative

Line Item 3

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

229-18-016Amd2
For Agreement Services Only

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

Initial Budget Request Revision to Initial Budget Request: Request for Amendment #: 2
Name of Second Party, if Known: Kimley-Horn and Associates, Inc Agreement Number: P229-18-016
Project ID #(s): N/A
Type of Services: Engineering Services
Originated by: LaShonn Ford Division: Traffic Operations Date Originated: 3/9/2021
Division Head/District Engineer: Rodney Schilling
Budget Category #: 466006 Object #: 813U Organization #: C016
Type of Funding: State % of Fund: 100 State Fiscal Year(s): FY22, FY23

Amendment Estimated Cost: \$505,985.53

Total Agreement Estimated Cost:

Funding Notes: 100% state funded.
FY22: \$252,992.76
FY22: \$252,992.77

Financial Management:

Kristen Greenhut 3/17/2021

Approved by Date

- Requires Transportation Board Approval
- Does not require Transportation Board Approval

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

Project Accounting:

KMcKee 3/17/2021

Approved by Date

Director:

Kristina Swallow 3/17/2021

Approved by Date

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION**

For Agreement Services Only
229-18-016Amd2

Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach:

Purpose of, and Justification for, Budget Request:

NDOT currently operates the statewide Advanced Traffic Management System (ATMS) using a software application called KITS, provided by Kimley-Horn and Associates Inc. (KHA). The KITS application enables the district Road Operation Centers (ROC) to operate ITS devices such as Traffic Cameras, Dynamic Message Signs (DMS), Road Weather Information Sensors (RWIS), Highway Advisory Radio (HAR), ramp meters, flashing beacons and the Active Traffic Management (ATM) gantries installed as part of Project NEON. Operation of these devices allows the ROCs to monitor road conditions and provide traveler information to the public. The purpose for the amendment enables KHA to continue to provide software updates, diagnostics, maintenance of data and manuals, integration as devices are added, and in person training statewide. The Traffic Operations division is currently conducting research and developing recommendations for a future competitive procurement for ATMS services via a Request for Proposal (RFP). The extension will prevent a gap in service while the research and recommendation project is completed.

Scope of Services:

The KITS application enables the district Road Operation Centers (ROC) to operate ITS devices such as Traffic Cameras, Dynamic Message Signs (DMS), Road Weather Information Sensors (RWIS), Highway Advisory Radio (HAR), ramp meters, flashing beacons and the Active Traffic Management (ATM) gantries installed as part of Project NEON and the upcoming I-15 Tropicana Project. KHA will continue to provide 24/7 assistance to maintain the daily operations of the KITS software application per the scope of services. Authorized Department staff may contact KHA and report issues which must be resolved within the defined period of time. The KITS User Interfaces will be kept operational and include support for all user interface features. In addition, KHA will support the business logic in the KITS backend service and troubleshoot traffic issues.



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

MEMORANDUM

March 9, 2021

TO: Jeffrey Lerud, PE, CPM, Acting Deputy Director, Operations and Maintenance
FROM: LaShonn Ford, Senior ITS Project Manager
SUBJECT: Negotiation Summary for Amendment 2 to Agreement P229-18-016

On May 18, 2018, NDOT entered into agreement P229-18-016 with Kimley-Horn and Associates, Inc. to perform operation and maintenance of the KITS Advanced Traffic Management System (ATMS).

The KITS application enables the district Road Operation Centers (ROC) to operate ITS devices such as Traffic Cameras, Dynamic Message Signs (DMS), Road Weather Information Sensors (RWIS), Highway Advisory Radio (HAR), ramp meters, flashing beacons and the Active Traffic Management (ATM) gantries installed as part of Project NEON and the upcoming I-15 Tropicana Project. The Scope of Services includes 24/7 assistance to maintain the daily operations of the KITS software application.

The Traffic Operations division is currently conducting research and developing recommendations for a future competitive procurement for ATMS services via a Request for Proposal (RFP). To prevent a gap in service while the research and recommendation project is completed, this amendment adds 2 years to the agreement for a new end date of June 30th, 2023.

To accommodate this extension in service, the total amount of the agreement must be increased by **\$505,985.53**.

The DEPARTMENT's original estimate for this amendment was **\$508,478.08**.

The SERVICE PROVIDER's original estimate for this amendment was **\$505,985.53**.

A negotiation meeting was held on March 2, 2021 between LaShonn Ford of NDOT, Stewart Allen of Kimley-Horn, and Matthew Tinney of Kimley-Horn. The negotiations yielded the following:

1. NDOT and Kimley-Horn and Associates, Inc agree on the new end date of June 30, 2023.
2. The total negotiated cost for this Amendment, including direct labor, overhead, fee and direct expenses will be **\$505,985.53**. The new total cost of this Agreement will be **\$1,250,064.44**.
3. All other items of the scope will remain unchanged.

Reviewed and Approved:

DocuSigned by:
Jeff Lerud
E0C1947A442E435...

03/09/2021

Acting Deputy Director, Operations and Maintenance

1. Introduction

- 1.1. The DEPARTMENT currently uses an intelligent traffic management system which includes a central database used as a repository for data collected from a variety of sensors such as temperature, wind, precipitation, traffic flow and more. The support services described herein are for Nevada's intelligent traffic management system, including the database/repository, all associated software and modules of the system (COVERED PRODUCTS) for the applicable support period (COVERAGE PERIOD). A list of COVERED PRODUCTS is provided in Section 11.
- 1.2. This Statement of Work (SOW) describes the service, deliverables, the DEPARTMENT assumptions, the SERVICE PROVIDER responsibilities, and exclusions related to the Support Services of Nevada's intelligent traffic management system (the SERVICE). Provision of the SERVICE is governed by and subject to the terms and conditions set forth in the applicable agreement to which this SOW is attached. In the event of a conflict between the terms of this SOW and the applicable agreement, the terms of this SOW shall prevail.

2. Description of Service

- 2.1. The SERVICE includes technical support related to only the COVERED PRODUCTS during the COVERAGE PERIOD.
- 2.2. The SERVICE will provide assistance 24 hours a day, 7 days a week, each day of the year. Authorized DEPARTMENT personnel may contact the SERVICE PROVIDER after opening a TOTS (Traffic Operations Technology Systems) Work Order. Depending on the severity of the issue (reference Section 3, *Service Level Agreement*), the SERVICE PROVIDER will resolve the issue within the defined period of time.
- 2.3. The SERVICE is for Nevada freeway and highway system only.

2.4. Operating System Updates and Upgrades

- 2.4.1. The SERVICE PROVIDER will be available when the DEPARTMENT pushes monthly patches to assist in unexpected issues with the COVERED PRODUCT. Notification will be by an email notification system.

2.5. Remote Diagnostics

- 2.5.1. The SERVICE PROVIDER personnel will provide remote support to authorized DEPARTMENT personnel, over the phone to diagnose the root cause of the reported problem. After the root cause of the problem has been determined, the KHA personnel shall recommend a solution to the problem.
- 2.5.2. The SERVICE PROVIDER will isolate the problem and determine the proper resolution, including but not limited to:
 - 2.5.2.1. Configuration change
 - 2.5.2.2. Software Update or Upgrade

2.6. Database Administration and Maintenance

- 2.6.1. The SERVICE PROVIDER will provide routine database administration support for Nevada's traffic management system. The following database administration tasks will be performed:

- 2.6.1.1. Tuning and optimizing the database such as general housekeeping tasks relating to database logs.

2.7. Third Party Software

The SERVICE PROVIDER will provide support to the DEPARTMENT with any third-party software products that are utilized by the intelligent traffic management system.

2.8. Manuals and System Help

The SERVICE PROVIDER will make corrections and changes to the Administrative Manual and the User Manual/Help functions within 2 weeks of the deployment of corrections or changes made to the intelligent traffic management system.

2.9. Reporting Problems

- 2.9.1. Maintenance and Operational issues will be reported by the DEPARTMENT as soon as discovered. Issues can be reported by phone or email as described in Section 5 *Contacting Technical Support*.
- 2.9.2. Outages, System Compromised, Business Critical, and Major issues will be assessed by the SERVICE PROVIDER immediately.
- 2.9.3. Minor issues will be assessed within 24 hours.
- 2.9.4. If the problem cannot be resolved within the time frame specified in Section 3 *Service Level Targets*, the DEPARTMENT must be notified in writing, email is acceptable to ensure timely communications.
- 2.9.5. Each occurrence will be issued a work ticket in the DEPARTMENT'S asset management system. The work ticket will be used to record the issue and any information relating to the issue and its resolution.

2.10. Monthly Meetings

- 2.10.1. Conduct 1-hour monthly meetings for the DEPARTMENT to review any unresolved issues.
- 2.10.2. An issue is defined as a system event or an impediment that may result in a loss of the data stream, and/or a loss of redundancy, element visibility or management; and/or effects driver safety; and/or the product is usable, but a condition exists that seriously degrades the production operation, maintenance or administration, and requires attention to resolve the situation.

2.11. System Integration Services

- 2.11.1. The SERVICE PROVIDER will provide support for database population during expansions of system elements. As part of this task, the SERVICE PROVIDER will gather the required data from plans and the contractor constructing the project and transform it in such a way that it is compatible with database ready scripts. The SERVICE PROVIDER will also assist the DEPARTMENT with any associated system configuration and testing required after the entry of the data in to the database. Once the system expansion elements are configured and tested, the SERVICE PROVIDER will provide the DEPARTMENT any applicable scripts and a reloadable back-up copy of the DEPARTMENT'S intelligent traffic management system database. If database population of system elements exceeds five (5) devices in one month, the DEPARTMENT will provide an excel file of system elements

to the SERVICE PROVIDER. The excel file will be populated by the DEPARTMENT with required database fields for the SERVICE PROVIDER to develop SQL scripts for the bulk data import to KITS.

2.11.2. During the duration of the Agreement, the SERVICE PROVIDER will provide support for the integration issues related to the system. When requested by the DEPARTMENT, the SERVICE PROVIDER will attend software/integration meetings. This will include discussions of any integration issues, on site diagnostic investigation of the issue and proposed resolution. Providing input to the DEPARTMENT regarding any future technologies that are under consideration for incorporation within the system, integration issues that may be associated with the addition of any new elements to the system, technology reviews and general information to facilitate future system enhancements and/or deployment.

2.11.3. During the duration of the Agreement, the SERVICE PROVIDER will provide support for the integration issues related to the system. When requested by the DEPARTMENT, the SERVICE PROVIDER will attend software/integration.

2.12. Training and Service Calls

2.12.1. The SERVICE PROVIDER will provide training for operators and administrators on an as needed basis on any of the features of the intelligent traffic management system. Training will be limited to the following maximums per year; up to six (6) onsite training sessions and twelve (12) remote support trainings using Skype or alternative meeting system. Three (3) onsite service calls per year will be supported; one (1) per district. Training will be limited to the following maximums per year: up to two (2) onsite training sessions per year each at District 1 and District 2 distinct from onsite Service calls; one (1) onsite training sessions per year at District 3 to coincide with a service call; onsite training preparation, and three (3) online training sessions per year.

2.12.2. Training will include any documents or manuals need to facilitate the training.

2.12.3. At the direction of the DEPARTMENT, the training will be one-on-one or to a group.

2.12.4. For authorized users, the SERVICE PROVIDER will be available for phone assistance.

2.13. Cost

2.13.1. The cost of the service described in this document will be paid in a lump sum monthly.

3. Service Level Targets

Service Level Agreement (SLA)			
Severity	Recovery	Resolution	Availability
Outage Loss of data stream	Continuous until recovered, target 90% recovered within 30	90% resolved in 30 minutes 100% resolved	24 x 7 x 365

Service Level Agreement (SLA)			
Severity	Recovery	Resolution	Availability
	minutes of the SERVICE PROVIDER notification	in 10 calendar days	
<p><u>System Compromised</u> Loss of redundancy, element visibility or management. Further failure in the system may lead to a loss of data.</p>	Continuous until recovered, target 90% recovered within 2 hours of the SERVICE PROVIDER notification	<p>90% resolved in 60 minutes</p> <p>100% resolved in 15 calendar days</p>	24 x 7 x 365
<p><u>Business Critical</u> Seriously impacts driver safety</p>	Continuous until recovered, target 90% recovered within 4 hours of the SERVICE PROVIDER notification	<p>90% resolved in 4 hours</p> <p>100% resolved in 30 calendar days</p>	24 x 7 x 365
<p><u>Major</u> Product is usable, but a condition exists that seriously degrades the production operation, maintenance or administration, and requires attention during pre-defined hours to resolve the situation</p>	Continuous until recovered, target 75% recovered within 24 hours of the SERVICE PROVIDER notification	<p>75% resolved in 24 hours, including a viable solution and agreed upon plan identified by the DEPARTMENT and SERVICE PROVIDER.</p> <p>100% resolved in 45 calendar days</p>	Customer Local Business Hours

Service Level Agreement (SLA)			
Severity	Recovery	Resolution	Availability
<p><u>Minor</u> Other problems of a lesser severity that have little or no impairment on system function</p>	<p>Continuous until recovered, target 75% in 72 hours of the SERVICE PROVIDER notification</p>	<p>75% resolved in 3 business days, or a viable solution and agreed upon plan identified by the DEPARTMENT and SERVICE PROVIDER within 3 business days.</p> <p>100% resolved in 60 calendar days</p>	<p>Customer Local Business Hours</p>
<p><u>Technical Support</u></p>	<p>Scheduled with requestor within 48 hours</p>	<p>Provide telephone or other support as needed.</p>	<p>8:00 am – 5:00 pm, Monday through Friday.</p>

4. Monthly Status Reports

The SERVICE PROVIDER shall provide the DEPARTMENT with a monthly status report summarizing its activities. Each monthly status report will, at a minimum, contain the following information:

- 4.1. The status of all current and open tasks that the SERVICE PROVIDER has worked on during the reporting period, and planned work for the subsequent reporting period.
- 4.2. The amount spent to date, amount spent during the reporting period, the estimated cost to complete tasks, percentage of the tasks completed, and the anticipated completion date of each task.
- 4.3. Summary report on the SLA to determine if the requirements have been met, not met, or exceeded.
- 4.4. The Monthly Status Report shall include the following fields:
 - 4.4.1. DEPARTMENT work ticket number; and
 - 4.4.2. Severity, refer to Section 3, Service Level Targets; and

- 4.4.3. Date and Time Reported; and
- 4.4.4. Name of the person reporting the issue/bug; and
- 4.4.5. Deployment Site where the issue occurred; and
- 4.4.6. Brief description of the issue or bug; and
- 4.4.7. Status of the issue or bug; and
- 4.4.8. Completion Date, to record the date of the fix.

5. Contacting Technical Support

- 5.1. Email distribution lists will be used by both the SERVICE PROVIDER and the DEPARTMENT for all email communications without exceptions, including email notifications for work orders. The SERVICE PROVIDER shall provide a contact summary to include a 24-hour phone number, and email address, within one week from the date of agreement execution.
- 5.2. When determining that there is a problem with the intelligent traffic management system, the DEPARTMENT will issue a work order from the asset management system and assign it to the SERVICE PROVIDER. If the problem is discovered by the SERVICE PROVIDER, the SERVICE PROVIDER will immediately contact the DEPARTMENT by email using the email distribution list. Problems that are of a severity of Outage, System Compromised, or Business Critical also require a phone call to the SERVICE PROVIDER from DEPARTMENT staff to assure the problem is being addressed immediately.
- 5.3. The SERVICE PROVIDER will perform the work described in the work order and respond directly to the ticket initiator with any questions. All comments, discussions, and work will be documented in the work order. The SERVICE PROVIDER staff will be provided access to the asset management system.
- 5.4. Requests for technical support by telephone, such as for assistance with setup question, or other technical guidance will be requested by work order through the DEPARTMENT's asset management system.

6. Assumptions

- 6.1. The SERVICE PROVIDER staff will submit to Security Background checks and receive approval from the DEPARTMENT's ISO before receiving permissions to access the DEPARTMENT's COVERED PRODUCT.
- 6.2. Upon expiration of the COVERAGE PERIOD, the SERVICE PROVIDER shall not be obligated to provide the SERVICE until after the agreement has been extended through an amendment or a new agreement is issued for the Operations and Maintenance of the intelligent traffic management system.
- 6.3. In the event the DEPARTMENT wishes to purchase or renew the Operations and Maintenance SERVICE upon expiration of the COVERAGE PERIOD, it is the DEPARTMENT'S prerogative to determine if the SERVICE will cover all the SERVICE PROVIDER products or selected products.

7. The DEPARTMENT Responsibilities

- 7.1. The DEPARTMENT will provide contact information for communication to authorized users

during the maintenance.

- 7.2. The DEPARTMENT will provide a remote access login to the intelligent traffic management system at each of the districts.
- 7.3. The DEPARTMENT will provide the SERVICE PROVIDER staff access to the DEPARTMENT'S asset management system as requested.
- 7.4. The DEPARTMENT will ensure staff for operation and maintenance is available during the support period to assist the SERVICE PROVIDER with information (e.g., model, serial number, current failure symptoms, etc.) upon request. If the DEPARTMENT personnel are not able to maintain the needed contact during the problem resolution of an Outage, System Compromised, or Business Critical case, the SERVICE PROVIDER reserves the right to downgrade the category assignment of the case by one level.
- 7.5. The DEPARTMENT will maintain a procedure external to the software system for reconstruction of lost or altered files, data and/or programs. The SERVICE PROVIDER will make reasonable efforts to permit data to be saved/retrievable when feasible; however, the SERVICE PROVIDER will not be responsible for the loss of any data nor for the cost of reconstructing data stored on disk files, tapes, memories, etc. lost during the performance of technical support.
- 7.6. The DEPARTMENT will be responsible to setup new devices in the intelligent traffic management system.
- 7.7. The DEPARTMENT will notify the SERVICE PROVIDER of any additions, relocations or changes to COVERED PRODUCTS by email, which will be emailed to the SERVICE PROVIDER per the contact information in Section 11 Contact Support for contact information.

8. User Group Meeting

The SERVICE PROVIDER shall pay for up to two DEPARTMENT staff members to attend the annual KITS USER GROUP meetings. Travel includes all transportation, lodging and per diem expenses in accordance with the current rates allotted state employees.

9. Exclusions

This agreement does not include:

- 9.1. Any enhancements requested by the DEPARTMENT. The SERVICE PROVIDER may at their discretion provide enhancements to the intelligent traffic management system at no cost, assuming the DEPARTMENT approves such enhancements.
- 9.2. Design changes to software, if such design changes are not required to resolve problems with the COVERED PRODUCTS.
- 9.3. Any guarantee or roadmap of future Software Releases or features/functionality unless needed for proper performance.
- 9.4. Installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the COVERED PRODUCTS.
- 9.5. At the request of the DEPARTMENT, and at the SERVICE PROVIDER's option, THE SERVICE PROVIDER may perform services for excluded problems as an enhanced service or service enhancement, through a written amendment. Fees and scope shall be specified at time of amendment negotiation.

- 9.6. In extreme circumstances where telephone support, remote diagnosis and all other remote means of restoring product operation fail, the SERVICE PROVIDER, at the request of the DEPARTMENT and provided that the SERVICE PROVIDER determines on-site support is necessary and appropriate, will dispatch a trained and qualified technical support engineer to the DEPARTMENT’S premises to facilitate the SERVICE PROVIDER’s diagnosis. If the SERVICE PROVIDER diagnoses that the reported problem is caused by reasons not attributable to the SERVICE PROVIDER, the SERVICE PROVIDER will invoice DEPARTMENT at the rates described in this section.
- 9.7. Travel cost will be reimbursed at the current rates allotted to state employees. Travel costs will be reimbursed based on actual costs limited by Federal Travel Regulations (FTR) and the CONUS rate for Nevada. The FTR breaks down meals and incidental expenses at its website: <https://www.gsa.gov/travel-resources>. The first and last travel days are calculated at seventy five percent (75%). The lodging rate excludes taxes and fees. Taxes and fees are reimbursable. For lodging in Nevada, refer to: www.gsa.gov/portal/category/100120. The SERVICE PROVIDER shall provide lodging receipts.

10. Account Management Communications

Table below list the key personnel to be contacted for administration purposes such as invoicing, scheduling, and project management tasks.

Escalation Level	Name	Title	Contact Information
Tier 1	Matt Tinney	Primary Technician	(602) 906-1168 matthew.tinney@kimley-horn.com
	Mark Wood	Technician	(602) 678-3435 mark.wood@kimley-horn.com
Tier 2	Stewart Allen	Project Manager	(602) 371-4563 Stewart.Allen@kimley-horn.com
Tier 3	Michael Mosley	Manager-Technical Support	(702) 862-3626 michael.mosley@kimley-horn.com
	Mike Colety	Contract Management	(702) 862-3609 (702) 845-1341 cell Mike.Colety@kimley-horn.com

11. Covered Products

	Products	Support Type	Description
1	KITS User Interface	Integration and software bug fixes.	Client application(s) developed by Kimley-Horn used by NDOT staff to manage and monitor the freeway operations. <ul style="list-style-type: none"> • KITS Client Application • KITS Camera Application
2	KITS Services	Integration and software bug fixes.	Windows services developed by Kimley-Horn used by the client application and other services for backend system functions and device monitoring. Services include: <ul style="list-style-type: none"> • KITS Status Service • Beacons (BCM) • Detector Stations and Ramp Meter Communication (IPMRMM) • Detector Stations (IPM) • Ramp Meters (RMM) • KITS Dynamic Message Signs (DMS) • Dynamic Message Sign Travel Time Logic Module (DMSM) • Travel Time Module (TTM) • Video Server Module (VSM) • Video Server Module Communication (VSM CS) • Highway Advisory Radio (HAR) • Scheduler Save Module (SSM) • Road Weather Information System (RWIS) • Congestion Manager (CMM) • Active Traffic Management Congestion Manager (ATM CMM) • FTP Access Service • Detector Data Save (DetDataSave) • Bluetooth Service • Center-to-Center Data Push
3	Microsoft SQL Server	Integration	Third-party software developed by Microsoft for relational database management of the system. Kimley-Horn will provide integration support and database maintenance as defined in this scope or work.
4	Field Device Firmware	Integration	Kimley-Horn will provide integration level support for field device firmware integrated with KITS. New devices or functions requiring software development are not covered as part of this scope work.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Business Entity Type (Please select one)

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

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

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

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

5. Corporate/Business Entity Street Address:

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

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

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

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

Print Name

Title

Date

For NDOT Use Only:

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

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

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

Notes/Comments:

Signature

Print Name

Authorized NDOT Representative

Line Item 4

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

389-20-050 Revised
For Agreement Services Only

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

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

If Amendment, name of Company:

Project ID #(s): N/A

Type of Services: Displaced Person and Trash/Debris Cleanup within the Department's right-of-way in District 1

Originated by: Nanette Maxwell Division: Maint/Asset Mgmt Date Originated: 09/24/2020

Division Head/District Engineer: Anita Bush

Budget Category #: 466006 Object #: 814L Organization #: C050

Type of Funding: State % of Fund: State State Fiscal Year(s): FY21-23

Amendment Estimated Cost:

Total Agreement Estimated Cost: \$3,000,000.00

Funding Notes: \$750,000.00 for FY2021 (01/01/2021 - 06/30/2021); \$1,500,000.00 for FY2022 (07/01/2021 - 06/30/2022; \$750,000.00 for FY2023 (07/01/2022 - 12/31/2022) with an option to extend Agreement to two (2) more years

Financial Management:

DocuSigned by:
Donna Spelts 09/29/2020
8ABCf3985622490... _____
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 Meeker 09/29/2020
9E9F10973C1B46E... _____
Signature Date

Director:

DocuSigned by:
Kristina Swallow 09/29/2020
C4B812FC2C1E4FB... _____
Signature Date

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION**

For Agreement Services Only
389-20-050 Revised

Attachments:

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



If Amendment, attach original Agreement here:

Any additional information to attach: No

Purpose of, and Justification for, Budget Request:

Displaced persons and trash/debris accumulation are a daily issue for our maintenance forces. Instead of performing their maintenance duties, they are spending their time cleaning up displaced persons personal items such as clothing, shoes, furniture, shopping carts, assorted garbage and hazardous material such as needles, drug paraphernalia and human waste that is left in DEPARTMENT right of way. Accumulation of trash/debris along the highway had led to complaints from the public. The workload of regular road maintenance prevents NDOT employees from performing this function often enough for effective litter and weed abatement.

Scope of Services:

The SERVICE PROVIDER shall be responsible for displaced person and trash/debris cleanup within the Right-of-Way on various locations within District 1. Services to include, but not be limited to, removal, disposal, sanitization, mobilization, and any traffic control and environmental containment.



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

MEMORANDUM

March 17, 2021

TO: Jeff Lerud, P.E., Deputy Director

FROM: Nanette Maxwell, P.E., Project Manager

SUBJECT: Negotiation Summary for RFP 389-20-050 Displaced Person and Trash/Debris Cleanup in District 1

A negotiation conference call meeting was held on March 11, 2020 at 11:00am, with Michael Beckingham of Patriot Environmental Services and Nanette Maxwell of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The DEPARTMENT's original budget was \$3,000,000.00.

The total negotiated cost for this Agreement is \$3,000,000.00.

The DBE goal for this agreement has been established at five percent (5%).

The duration of this agreement will be for 2 years, ending on 12/31/2022 with an option to extend to 2 more years.

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

See Attachment A – Scope of Services.

Key personnel dedicated to this project are as follows:


Name	Title	Estimated Number of Hours
Michael Beckingham	Operations Manager	768
Nick Gonzales	Project Manager	768
Chaz Mosley	Supervisor	768
Dana Sullivan	Waste Coordinator	768
	Total Hours:	3,072

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

The negotiations yielded the following:

1. The total negotiated cost for this Agreement is \$3,000,000.00.
2. The SERVICE PROVIDER agreed to accomplish the Scope of Services at the process supplied in proposal 389-20-050. Services on displaced person cleanup are to be performed on an on-call or as-needed basis and are requested by the DEPARTMENT. Payment will be made for each unit of work based on the unit cost shown on the Cost Proposal. The DEPARTMENT will not reimburse the SERVICE PROVIDER for any other items than those in accordance with the bid items and unit costs from the proposal. Payment will be based upon the actual work performed.

Reviewed and Approved:

DocuSigned by:
 03/17/2021

Deputy Director

Attachment A

PART A1 - WORK LOCATIONS AND WORK SCHEDULE

The SERVICE PROVIDER shall be responsible for displaced person and trash/debris cleanup within the DEPARTMENT right-of-way on various locations within the Las Vegas area. Services to include, but not limited to, collection, removal, disposal, sanitization, mobilization, and any necessary traffic control at various locations on an on-call basis within Clark County, Nevada as noted in the scope of work.

1. Services on displaced person cleanup are to be performed on an on-call or as-needed basis and are requested by the DEPARTMENT. Specific locations, routes and mile post limits for displaced person and trash/debris cleanup are determined by the DEPARTMENT personnel and will be transmitted to the SERVICE PROVIDER. The SERVICE PROVIDER shall respond to the DEPARTMENT's request for services within 24 hours. Response shall include date and time service will be rendered, sufficient to allow the DEPARTMENT's representative to be present, if desired.
2. All work will be performed Monday through Friday, between the hours of 6:00 a.m. and 4:00 p.m. each day on rural highways where the reduction of traffic lanes has minimal impact on traffic flow, or on urban roads where traffic lane reductions are not required to accomplish the work. If a lane closure is required on high volume urban roads, work shall be performed between the hours of 9:00 p.m. and 6:00 a.m. daily Sunday through Thursday morning. Ten (10) hour shifts will not be permitted unless written permission is received from the DEPARTMENT. During times when special events occur, the SERVICE PROVIDER may be required to work in areas where lane reductions are not necessary. Work will not be allowed the day prior to and the day after any official State Holidays. Failure to do what is stated in this paragraph, could cause the SERVICE PROVIDER to be assessed Liquidated Damages.
3. Once the DEPARTMENT requested for cleanup, the SERVICE PROVIDER shall generate and submit to the DEPARTMENT for approval a Work Schedule to complete the task that will include, but not be limited to the following:
 - a. The name of the Supervisor.
 - b. The Supervisor's cellular number(s), telephone and fax number(s).
 - c. The names of all employees who will work at each work location.
 - d. The office telephone number(s).
 - e. Fax number(s).
 - f. Time of lunch
 - g. Cellular phone number of on- site employee
4. The SERVICE PROVIDER's Work Schedule must reflect adequate time for completion of all tasks defined in the Scope of Services for each location requested by the DEPARTMENT and Inspections as outlined below:
 - a. General Requirements
 - b. Cleanup
 - c. Extra Work
5. The SERVICE PROVIDER shall turn in the Work Schedule to the DEPARTMENT before performing the requested task. The schedule shall be sent to the following:
 - a. The Project Manager
 - b. The Assistant District Engineer over Maintenance

- c. The Maintenance Managers
- d. NDOT Crew Supervisors assigned

Failure to do so, could cause the SERVICE PROVIDER to be assessed Liquidated Damages as outlined in this Scope of Work.

PART A2 - GENERAL REQUIREMENTS

1. The SERVICE PROVIDER shall perform all work as outlined and in a professional workmanship like manner using quality equipment and materials.
2. The SERVICE PROVIDER shall maintain and perform work to the level as outlined herein.
3. The SERVICE PROVIDER shall provide an on-site Project Manager with decision making authority that will be available to the DEPARTMENT at all times during the work.
4. The SERVICE PROVIDER shall provide trained personnel at the job site to perform all facets described within this Scope of Work. Personnel requirements include properly licensed equipment operators and truck drivers and certified traffic control personnel certified under the DEPARTMENT's certification program It is anticipated that the SERVICE PROVIDER shall provide a minimum crew of four (4) personnel.
5. The SERVICE PROVIDER shall submit the Supervisor's Daily Work Report with the monthly schedule and billing invoice. The Supervisor's Daily Work Report logs the date, area of work, labor hours, number of laborers and a description of the work completed. Failure to do so, could cause the SERVICE PROVIDER to be assessed Liquidated Damages.
6. Interfacing activities may be conducted by the DEPARTMENT's work force, other agency forces and/or other contracted parties, which may hinder the SERVICE PROVIDER's work. These activities may include, but are not limited to, roadway, utility and grading modifications maintenance, and landscape refurbishment.
 - a. If requested, the SERVICE PROVIDER shall promptly comply with the DEPARTMENT's curtailment or work modification request.
7. The SERVICE PROVIDER shall maintain an office phone, fax and a cellular phone service, a local call capability, to and from the work location for daily business notifications during the hours and days of operations as specified. During regular work hours, the SERVICE PROVIDER shall respond to DEPARTMENT calls within 15 minutes. Failure to do so, could cause the SERVICE PROVIDER to be assessed Liquidated Damages
 - a. The SERVICE PROVIDER shall immediately report any personnel changes to the DEPARTMENT verbally and in writing.
 - b. The DEPARTMENT will provide a list of contact person(s) and number(s) at the Post Award meeting.
 - c. The SERVICE PROVIDER's on-site personnel shall have a cellular phone and will be able to meet with the DEPARTMENT in a timely manner during working hours.
8. The SERVICE PROVIDER shall complete setting up and tearing down traffic control devices as required each workday within the working hours specified. All traffic control devices shall be removed from the roadway or shoulder at the end of each workday.

9. Any roadway appurtenances, which may become disturbed or destroyed by the SERVICE PROVIDER, shall be returned to a condition equal to or better than the original state by the SERVICE PROVIDER.
10. The SERVICE PROVIDER shall be responsible for maintaining the integrity of the roadway surface. Any dust, dirt, mud, gravel, etc., carried onto the roadway surface by SERVICE PROVIDER shall be cleaned off on a regular basis (or as requested by the DEPARTMENT). Failure to comply may result in the DEPARTMENT having the roadway cleaned and the cost for cleanup billed to the SERVICE PROVIDER.
11. The SERVICE PROVIDER's job supervisor and additional personnel, as deemed necessary by the DEPARTMENT shall be literate and fluent in the English language. This does not require all of the SERVICE PROVIDER's personnel speak, read and write English. Some tasks require only the job supervisor and crew leader to speak, read and write English. Activities which require workers speak English, are emergency services, directing traffic, etc. This requirement is necessary due to the following reasons which include, but are not limited to:
 - a. Warnings of emergencies and hazards.
 - b. Response to the public's inquiries.
 - c. Response to law enforcement authorities, ambulance, etc.
 - d. Preparation and completion of reports.
 - e. Communication with DEPARTMENT personnel.
 - f. Repairs and extra work requested by the DEPARTMENT.
12. The SERVICE PROVIDER shall be required to wear an outer garment clearly marked with the employee's name and the SERVICE PROVIDER's name, readily identifiable to the public and the DEPARTMENT. Failure to do so, could cause the SERVICE PROVIDER to be assessed Liquidated Damages.
13. The SERVICE PROVIDER shall maintain a professional and workmanlike demeanor at all times. Any hostile conduct or conduct directly or indirectly intended to threaten, intimidate or coerce any employee or agent of the DEPARTMENT or the public is grounds for immediate termination of the Agreement.
14. The SERVICE PROVIDER shall report any emergency situations pertaining to the maintenance of the landscaping immediately to the DEPARTMENT.
15. The SERVICE PROVIDER shall comply with all federal, state and local laws and regulations relative to conducting business in the City of Las Vegas, North Las Vegas, City of Henderson and the County of Clark, Nevada, including, but not limited to, licensing, labor and health laws as well as all applicable Nevada Revised Statutes.
16. Work shall be performed in an efficient manner. The SERVICE PROVIDER's supervisor and crew shall be knowledgeable in their area of responsibility.

PART A3 – DISPLACED PERSON CLEANUP

1. The SERVICE PROVIDER shall be responsible for providing all equipment, manpower, and services necessary to successfully, safely and efficiently remove, dispose and sanitize areas of displaced person congregation and provide the needed services as described in this Scope of Work, to include, but not limited to, the following:
 - a. Distribute informational flyers, approved by the DEPARTMENT, 24 hours prior to performing hazardous activities within the project area known to be occupied by

transients. Each flyer shall be written in both English and Spanish and state “No Trespassing”; and include the dates and location of the work.

- b. Mobilization to cleanup locations, as directed by NDOT Representative.
 - c. Provide “Before” condition digital photos to the DEPARTMENT at this website: <https://arcg.is/1aWbyT>
 - d. Removal of any items left behind or foreign to the Highway Right-of-Way; including but not limited to clothing items, shoes, furniture, shopping carts, assorted garbage, paper, cans, tires, food, bags, broken glass/bottles, etc.
 - e. Safe handling of and appropriate disposal of all hazardous material such as needles, drug paraphernalia, human waste, etc.
 - f. Sanitize area and remove odor, utilizing materials that are environmentally friendly and safe to the public health.
 - g. Ensure that the area is safe for re-entry by DEPARTMENT employees and general public.
 - h. Provide “After” condition digital photos to the DEPARTMENT at this website: <https://arcg.is/1aWbyT>
 - i. Demobilization from cleanup site.
2. Upon completion of any portion of work, the SERVICE PROVIDER shall promptly remove all of the equipment, temporary structures, traffic control devices and surplus material at each location at the end of the day.

PART A4 – TRASH/DEBRIS CLEANUP

1. The SERVICE PROVIDER shall be responsible for providing all equipment, manpower, and services necessary to successfully, safely, and efficiently collect trash and debris within the right-of-way and provide the needed services as described in this Scope of Work, to include, but not limited to, the following:
 - a. Mobilization to cleanup locations as scheduled
 - b. Provide “Before” condition digital photos to the DEPARTMENT at this website: <https://arcg.is/1aWbyT>
 - c. Collection of any items that are foreign to the Highway Right-Of-Way between the edge of pavement and the edge of Highway Right-Of-Way on main line & on all on/off ramps between the state mileposts; including but not limited to clothing items, shoes, furniture, shopping carts, assorted garbage, paper, glass, cans, tires, food, bags, tumbleweeds, unwanted materials etc. SERVICE PROVIDER does not collect foreign items from the center median or from the paved shoulder per this agreement.
 - c. Removal of all weeds taller than 3”.

- d. Provide "After" condition digital photos to the DEPARTMENT at this website:
<https://arcg.is/1aWbyT>
 - d. Demobilization from cleanup locations.
2. Upon completion of any portion of work, the SERVICE PROVIDER shall promptly remove all of the equipment, temporary structures, traffic control devices and surplus material at each location at the end of the day.

PART A5 - EXCEPTIONS TO SERVICE REQUIREMENTS

1. The DEPARTMENT's District Engineer or designated representative shall have final authority in designating which areas, if any, are exempt under this Agreement.
2. The DEPARTMENT reserves the right to cancel this agreement should budget constraints limit the funds available to pay the full extent of the agreement. Any quantities specified are estimates only, the DEPARTMENT is not obligated to pay the full extent of the contract price, if all necessary work is completed, and the total dollar amount expended is less than the total price of the awarded contract.

PART A6 - EXTRA WORK

1. At the DEPARTMENT's request, the SERVICE PROVIDER shall be required to perform additional work not outlined in the Scope of Service at the per cubic yard rate specified in the Bid Proposal.
 - a. The per cubic yard rate shall include all labor and tools to accomplish the work. The SERVICE PROVIDER will not be paid an additional payment for travel time to and from the site.
2. Examples of extra work that may be requested by the DEPARTMENT include, but are not limited to, displaced person and trash/debris cleanup on additional sections of state routes. The DEPARTMENT will authorize extra costs in writing.
3. Any Force Account funds not used during the term of this Agreement will not be paid to the SERVICE PROVIDER.

PART A7 - TRAFFIC SAFETY REQUIREMENTS

1. All traffic shall be maintained through the work area and protected in accordance with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD). The SERVICE PROVIDER shall submit a traffic control plan to be approved by the DEPARTMENT prior to the commencement of any work that requires traffic control under this Agreement.
2. All traffic plans prepared by the SERVICE PROVIDER for this Agreement shall be prepared and signed by an American Traffic Safety Services Association (ATSSA) certified person and shall include the date, time of closure, number of traffic control devices to be used and the work phone number of the supervisor or sub-SERVICE PROVIDER. Evidence of ATSSA certification shall be presented to the DEPARTMENT immediately following a verbal request to the SERVICE PROVIDER's on-site supervisor.
3. The MUTCD addresses only minimum standards for traffic controls. If any conditions exist which in the judgment of the DEPARTMENT requires additional or special traffic control methods or signing, such traffic controls shall be supplied by the SERVICE PROVIDER at no additional cost to the DEPARTMENT. All traffic control devices shall be furnished by the SERVICE PROVIDER

and shall be in place prior to commencement of work. No additional payment will be made for traffic controls.

4. General Traffic Control requirements:

- a. If traffic control is determined to be necessary, the SERVICE PROVIDER is responsible for performing all traffic control in accordance Standard Specifications for Road and Bridge Construction, Section 624 Accommodations for Public Traffic.
- b. Any operation requiring spot location work near the roadway more than 15 minutes will require traffic control.
- c. Operations near the roadway requiring less than 15 minutes, shall have proper traffic control signing and a vehicle positioned at the operation to provide for safety coverage for those performing the operation.
- d. All the SERVICE PROVIDER's employees exposed to traffic shall wear high visibility Class 3 work zone apparel meeting the requirements set forth in the ANSI/ISEA 107-2015 "American National Standard for High-Visibility Safety Apparel" while working in the DEPARTMENT's Right of Way,
- e. Work sign requirements, as indicated in the MUTCD, shall be 48-inches by 48-inches, black on orange cloth fabric signs, 2 each SHOULDER WORK AHEAD and 2 each RIGHT SHOULDER CLOSED AHEAD signs, with the removal tab listing LEFT on it and the stands for mounting signs. The SERVICE PROVIDER shall have signs ready for use not later than the Notice to Proceed date.
- f. The SERVICE PROVIDER shall request permission for any lane restrictions from the Project Manager, Maintenance Manager and the NDOT Crew Supervisor 48 hours prior to scheduled work.

PART A8 - SAFETY PLAN

1. Prior to the commencement of work, the SERVICE PROVIDER shall provide the DEPARTMENT with a safety plan, with the Agreement number visible, to comply with the requirements of OSHA and the State Occupational Safety Standards.

PART A9 - SUSPENSION OF WORK

1. The DEPARTMENT shall immediately suspend the SERVICE PROVIDER's operations if observed performing work in violation of safety rules, regulations or practices.
2. Violations of safety rules, regulations or practices may be considered grounds for termination of this Agreement.
3. Work may be put on hold due to inclement weather, construction activity, or special events in the area. Work may also be put on hold or called out more frequently due to homeless propagation and trash collection needs within the Las Vegas Metro Area.

PART A10 - EQUIPMENT

1. The SERVICE PROVIDER shall provide all necessary materials and supplies required to perform the activities described within this Scope of Work including, but not limited to, traffic safety vests, trash pickers, trash bags (55 gallon & orange) and traffic control devices to provide for a shoulder or lane closures.

2. The SERVICE PROVIDER shall provide and maintain properly licensed and permitted equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by the DEPARTMENT throughout the life of this Agreement. All licenses and permits are to remain in the equipment at all times during the term of this agreement and are subject to inspection by the DEPARTMENT. A list of ALL equipment meeting these requirements, which will be dedicated to the work under this Agreement, shall be provided to the DEPARTMENT in writing upon request.
3. Each full-time vehicle on site shall have the SERVICE PROVIDER's name and other SERVICE PROVIDER information required by city, county, state rules, regulations or laws on the side of the SERVICE PROVIDER's vehicles and must have a rotating yellow safety light on top of each vehicle. These lights will be permanently mounted on the vehicles and will be visible for 360 degrees for the safety of the public and workers. As a minimum, the SERVICE PROVIDER's vehicles shall include a 1/2 ton pickup for the Supervisor or crew leader and or 1 ton dump or flat rack truck for crew personnel. Failure to do so, could cause the SERVICE PROVIDER to be assessed Liquidated Damages.
4. The SERVICE PROVIDER shall ensure that all equipment to be utilized for this Scope of Work during the term of this agreement will comply with all State and Federal Safety Regulations and be operated in accordance with manufacturers' recommended procedures. All vehicles must be maintained in good repair, appearance and sanitary condition at all times.

PART A11 - POST-AWARD CONFERENCE

1. Prior to the Notice to Proceed date, the SERVICE PROVIDER shall be required to participate in a Post-Award Conference for the purpose of ensuring a complete understanding of the requirements of the Agreement. At this time, the SERVICE PROVIDER shall provide the DEPARTMENT with a safety plan subject to the DEPARTMENT's approval. The SERVICE PROVIDER agrees to accept the area to be maintained under this Agreement in the condition as it exists at the time of the Post-Award Conference. The DEPARTMENT will immediately terminate the Agreement for failure to provide the proposed work schedule and safety plan at the time of the Post-Award Conference.
 - a. The schedule shall include the task, number of workers performing each task and how long it would take to complete each task. The schedule shall indicate the time frames for each task by day of the week, morning and afternoon. Upon request, the DEPARTMENT has the schedule format available to the SERVICE PROVIDER in electronic format.
 - b. Thereafter, changes to the schedule shall be in writing to the DEPARTMENT and shall be accompanied by a proposed revised schedule. Upon the DEPARTMENT's written approval, the SERVICE PROVIDER shall implement the revised schedule.
 - c. The SERVICE PROVIDER shall adhere to the approved work schedule and shall complete all routine work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the SERVICE PROVIDER, i.e., acts of God.
2. All scheduled work NOT completed during the week scheduled shall be reported to the DEPARTMENT, in writing, on the first workday following scheduled work. The report shall include an explanation of WHY the work was not completed and plans for getting the work on the schedule. Failure to timely report uncompleted work unless otherwise authorized in writing by the DEPARTMENT, could cause the SERVICE PROVIDER to be assessed Liquidated Damages.

PART A12 - HOLIDAYS

1. The following listed holidays are days the DEPARTMENT normally does not work and therefore the SERVICE PROVIDER shall not work under this Agreement.

New Year's Day	Nevada Day (last Friday in October)
Martin Luther King Jr. Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Family Day
Independence Day	Christmas Day Labor Day

2. On any day appointed by the President of the United States for public fast, Thanksgiving or as a legal holiday applies. If January 1, July 4, November 11 or December 25 falls upon a Sunday, the Monday following shall be observed as a holiday. If January 1, July 4, November 11 or December 25 falls upon a Saturday, the Friday preceding shall be observed as a holiday.
3. The SERVICE PROVIDER shall check with the DEPARTMENT before each new monthly schedule is prepared. The SERVICE PROVIDER shall list holidays on the monthly schedule, when applicable.

PART A13 - THE DEPARTMENT'S RESPONSIBILITY

1. The DEPARTMENT will perform periodic inspections to ensure compliance with the requirements as outlined in this Scope of Services. It is anticipated these inspections will be performed on a periodic basis. The SERVICE PROVIDER shall be furnished a copy of inspection findings.
2. Unless otherwise indicated, the DEPARTMENT will be responsible for extra work beyond the scope of the Agreement.
3. The DEPARTMENT will be available for any assistance on any emergency situations pertaining to displaced person and trash/debris cleanup.
4. The DEPARTMENT will have the final decisions in all questions which may arise as to the quality and acceptability of any work performed under this Agreement.

PART A14 - LIQUIDATED DAMAGES

1. In accordance with Section 108.09 of the Standard Specifications- Failure to Complete the Work on Time:
 - a. Liquidated damages will be assessed and deducted from the monthly payment in the amount of Five Hundred and No/100 Dollars (\$500.00) per calendar day for each area of work that is found unsatisfactory which cannot be specifically corrected due to temporal factors or which relates to a safety issue.
2. Failure to timely turn in schedules, maintenance inspections reports, required and maintenance uncompleted work or to complete such work will result in: assessed Liquidated Damages in the amount of Five Hundred and No/100 Dollars (\$500.00) per calendar day.
3. The SERVICE PROVIDER shall be present a minimum of three (3) days per week, during the hours of 6:00 a.m. to 3:30 p.m. A minimum of eight (8) hours per day must be spent on-site performing maintenance services. Failure to do so, could cause the SERVICE PROVIDER to be assessed Liquidated Damages in the amount of Five Hundred and No/100 Dollars (\$500.00) per calendar day.

4. All scheduled work NOT completed during the week scheduled shall be reported to the DEPARTMENT, in writing, on the first workday following scheduled work. The report shall include an explanation of why the work was not completed and plans for getting the work on the schedule. Failure to timely report uncompleted work or to complete such work within one week of its original scheduled completion date, unless otherwise authorized in writing by the DEPARTMENT, could cause the SERVICE PROVIDER to be assessed Liquidated Damages in the amount of Five Hundred and No/100 Dollars (\$500.00) per calendar day.
5. The SERVICE PROVIDER shall be required to wear an outer garment clearly marked with the employee's name and the SERVICE PROVIDER's name, readily identifiable to the public and the DEPARTMENT. Failure to do so, could cause the SERVICE PROVIDER to be assessed Liquidated Damages in the amount of Five Hundred and No/100 Dollars (\$500.00) per calendar day.
6. Each full-time vehicle on site shall have the SERVICE PROVIDER's name and other SERVICE PROVIDER information required by city, county, state rules, regulations or laws on the side of the SERVICE PROVIDER's vehicles and must have a rotating yellow safety light on top of each vehicle. These lights will be permanently mounted on the vehicles and will be visible for 360 degrees for the safety of the public and workers. Failure to do so, could cause the SERVICE PROVIDER to be assessed Liquidated Damages in the amount of Five Hundred and No/100 dollars (\$500.00) per calendar day.

PART A15 – METHOD OF MEASUREMENT

1. Displaced person and trash/debris cleanup within the NDOT Right-of-Way on an on-call/as-needed basis shall be measured per cubic yard.
2. The area of trash removal and debris cleanup shall include everything from the edge of pavement to the Department's edge of Right-of-Way.
3. The SERVICE PROVIDER shall take into account the varied section widths at time of bid.
4. Temporary traffic control, if needed shall be paid by day. Any necessary labor, equipment and materials required to perform the activities in the Scope of Work including, but not limited to, traffic control devices for a shoulder or lane closures are inclusive in this bid item.
5. The costs for any permits, costs for obtaining water and the cost for waste disposal shall be considered incidental to the Displace Person and Trash/Debris Cleanup services and no direct reimbursement to the SERVICE PROVIDER shall be made. The SERVICE PROVIDER shall conform to all Federal, State, and local air quality regulations, waste disposal regulations and all requirements of any storm water permits within the jurisdiction where the work is being performed. Costs for any of these, including any waste disposal costs will be considered an overhead cost and should be included in the unit cost for the specific items in the proposal. No requirements regarding the specific equipment to be used at the job site will be made by the DEPARTMENT.
6. No charges for any permit fees for obtaining water or waste disposal are to be charged to any active DEPARTMENT accounts or accounts opened in the DEPARTMENT's name. Waste disposal and any fees accounted to dumping waste materials collected through displaced person and trash/debris cleanup shall be the SERVICE PROVIDER's responsibility.
7. The DEPARTMENT will inspect and monitor the work and complete a daily log of work accomplished, locations and actual units of service along with conformance to approved traffic control plans. A copy of this log shall be provided to the SERVICE PROVIDER.

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

PART A16 – BASIS OF PAYMENT

1. The accepted quantities, measured as provided above, will be paid for at the contract price per unit of measurement for the pay items listed below that are show in the bid proposal. Payment will be full compensation for the work prescribed in this Section.

Payment will be made under:

Pay Item	Pay Unit
Cleanup (Displaced Person and/or Trash/Debris)	Cubic Yard
Temporary Traffic Control	Day

2. The unit costs will include mobilization from the SERVICE PROVIDER's place of business to the work sites, all employee benefits, costs of per diem, labor costs for operation of equipment necessary for completion of contracted work, and any other ancillary equipment, material costs for BMP's, any permit fees, costs for water, waste disposal and temporary pollution control as needed. The DEPARTMENT will not reimburse the SERVICE PROVIDER for other than the completed work as proposed on the unit costs of the proposal.
3. Invoices shall be submitted directly to the DEPARTMENT. Invoices shall indicate the location of the work performed, date of the work, and the units completed, in accordance with the unit costs from the proposal and verified inspection reports. In addition to downloading "Before" and "After" photos in the website provided in Sections III and IV, digital file format photographs of invoiced locations showing "Before" condition and "After" condition shall be submitted to the DEPARTMENT in conjunction with the Invoice. Due to processing, payment may not be received by the SERVICE PROVIDER for a period of thirty (30) to forty-five (45) days after Invoice submission.

PART A17 – SPECIAL PROVISIONS

These Special Provisions supplement and modify the "Standard Specifications for Road and Bridge Construction," 2014 Edition. All of the requirements and provisions of said Standard Specifications shall apply, except where modified by the plans and these Special Provisions.

This is an English unit contract and all of the requirements and provisions given therefore shall apply. Make no reference to metric units unless metric units are the only units given or otherwise specified for both English unit and metric unit contracts.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be observed. Subparagraphs (1), (2), (3), and (5) of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

- (1) Compliance with Regulations: The Contractor shall comply with regulations relative to nondiscrimination, Federal regulation Title 49, Code of Federal Regulations, Part 21, Title 23, Code of Federal Regulations, Part 200, and Nevada Revised Statute 613.350, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- (3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin.
- (5) Sanctions for Non-Compliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, NDOT shall impose contract sanctions as it, the FHWA or the State may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.

107.06 Sanitary, Health, and Safety Provisions. The third paragraph of this Subsection of the Standard Specifications is hereby deleted.

107.07 Public Convenience and Safety. The first sentence of the fourth paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Retain a person certified by the American Traffic Safety Services Association (ATSSA) or Department approved equivalent as a Traffic Control Supervisor as specified in Subsection 624.03.06.

107.09 Liability Insurance. Subparagraphs (b) and (c) of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

(b) General. Furnish the Department with one certified copy of all insurance required under subparagraph (a) of Subsection 107.09 of the Standard Specifications. Send this copy directly to the Nevada Department of Transportation, 1263 S. Stewart Street, Carson City, Nevada 89712 - Attention: Contract Compliance Officer.

107.12 Protection and Restoration of Property and Landscape. The second to last paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Be responsible for the preservation, maintenance, and mitigation efforts to minimize erosion and water pollution throughout the duration of the project. See Section 211 and Section 637.

SECTION 108 - PROSECUTION AND PROGRESS

108.01 Subletting of Contract. Prior to the Preconstruction Conference, submit a copy of the "NDOT Bidder Subcontractor and Supplier Information – Enterprise Subcontractors and Suppliers" report with an additional narrative that details your plans for utilization of each Enterprise Subcontractor for the prosecution of work. Include sufficient detail to ascertain when each Enterprise Subcontractor is anticipated to work on the project. Submit updated plans by the 15th of each month indicating any changes in planned utilization.

The second, fourth, and fifth paragraphs of this Subsection of the Standard Specifications are hereby deleted.

The second and third sentences of the third paragraph of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

Without exception and before the performance of any work by a subcontractor or service provider, submit a Subcontractor/Service Provider Request (SSPR) form to the Engineer for approval by the Department. Upon receipt of the SSPR approval, the subcontractor or service provider may begin work on the project. After SSPR approval, and within 2 business days of the subcontractor or service provider starting work on the project, enter the subcontractor or service provider in the Business to Government Now (B2GNow) system, and, for all subcontractors, upload a fully executed subcontract between the Contractor and the subcontractor. This applies for all tiers of subcontractors and service providers.

The sixth paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

All subcontractors, service providers and assignees of the prime Contractor shall be required to follow all Federal, State and local regulations and laws in the same manner as the prime Contractor.

The third paragraph and subparagraphs (a) through (g) in the middle of page 54 of the Standard Specifications are hereby deleted.

The second paragraph of "NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACT LABOR

PROVISIONS” on page 54 of the Standard Specifications is hereby deleted and the following substituted therefore:

“Also included, and made part of this subcontract agreement, through the execution of the Subcontractor/Service Provider Request (SSPR) form, are the applicable Labor Provisions, and required contract inclusions for all State and Federal construction contracts.”

When performed by subcontract, the following items of work, designated herein as "Specialty Items," are hereby exempted from the provisions that 50% of the value of the work be performed by the Contractor with his own organization, but are not exempted from the remaining provisions concerning subcontracting.

Specialty Items:

None

108.04 Limitation of Operations. Contact the Department’s Water Quality Specialist within the Stormwater Division (775) 888-7771 prior to submitting the Notice of Intent (NOI) to obtain coverage under the general Permit for Stormwater Associated with Construction Activity.

Provide a copy of the Notice of Intent (NOI) for the General Permit for Storm Water Associated with Construction Activity, as specified in Section 637, prior to beginning work.

All work will be performed Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m. each day on rural highways where the reduction of traffic lanes has minimal impact on traffic flow, or on urban roads where traffic lane reductions are not required to accomplish the work. On high volume urban roads, work shall be performed between the hours of 9:00 p.m. and 6:00 a.m. daily Sunday through Thursday morning. Ten (10) hour shifts will not be permitted unless written permission is received from the DEPARTMENT. During times when special events occur, the SERVICE PROVIDER may be required to work in areas where lane reductions are not necessary. Work will not be allowed the day prior to and the day after any official State Holidays. Working hours will include the time to install and remove traffic control devices.

Regardless of traffic control operations, do not stop public traffic on I-15, I-515 and US 95 at any time and do not delay it for more than 10 minutes total, regardless of the number of work zones. Any proposed traffic control plan must meet the duration of delay restrictions (10 minutes total delay).

Regardless of traffic control operations, do not stop public traffic on arterial roads for more than 20-minute duration and do not delay it for more than 30 minutes total, regardless of the number of work zones. Any proposed traffic control plan must meet the duration of delay restrictions (20 minutes stopped, 30 minutes total delay).

Should these delay restrictions be exceeded, work will be immediately suspended. If work is suspended, submit a written revised construction plan which addresses the delay problem. Upon approval of the plan the construction operations may resume. Working days will continue to be assessed during the suspension period.

All vegetation/structure removal shall be conducted to avoid impacts to listed migratory birds (50 CFR 10.13), which are protected in Nevada by NAC 503.050, that may be actively utilizing vegetation/structures for nesting. When possible, vegetation/structure removal should not occur during avian breeding season generally February 15 through August 31. Raptors and owls may begin nesting as early as January. If vegetation/structure removal shall occur during avian breeding season, nesting surveys shall be conducted by a biologist with experience in bird identification, general nesting behavior, nest and egg identification, and knowledge of habitat requirements for migratory birds. The survey shall be conducted a maximum of 7 days prior to land disturbance. Submit a copy of the biologist’s survey report and the biologist’s curriculum vitae.

If nesting sites are found within the project limits, the Department will determine a suitable buffer area around the nest site. The buffer area around the nest site will be flagged as an avoidance area. Disturbance shall not occur within the flagged avoidance area while the nest is occupied.

Bird nests containing eggs and/or young shall not be disturbed until after the young have left the nest, including swallows nesting on structures, and bats using structures for roosting. The Contractor may take preventative measures prior to avian breeding season to ensure that birds do not create nests on structures.

Be responsible for project delays ensuing from a failure to take into account bird nesting season and/or safeguard structures from bird nest construction. Approval shall be obtained prior to commencement of any contract-related activity resulting in the disturbance or removal of unoccupied nests. Do not commence vegetation/structure removal until written approval is obtained.

Be responsible for all costs incurred related to compliance with the MBTA, bird nesting surveys, establishment

and maintenance of nest avoidance areas, bird nesting preventive measures, or removal of unoccupied nests on structures.

SECTION 109 - MEASUREMENT AND PAYMENT

109.05 Fuel Escalation. The Fuel Escalation Clause is not in effect for this contract, therefore this Subsection of the Standard Specifications is hereby deleted.

SECTION 110 - WAGES AND CONDITIONS OF EMPLOYMENT

110.01 Description. The sixth and seventh paragraphs of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

The minimum wage rates apply to workers working upon the "site of the work." The term "site of the work" is defined per NRS 338.040, NAC 338.009, and 29 CFR § 5.2(l).

The last paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

Submit payrolls electronically into the Department's contracted payroll tracking system "LCPtracker" on a weekly basis. This requirement will apply to the prime Contractor and every lower tier Subcontractor, service provider and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive and the applicable parts of 29 CFR. Annual access fees, options for interface software, and training to utilize the system are available on LCPtracker websites.

Pay the annual LCPtracker system access fees established by LCPtracker based on the contract bid amount.

Obtain access to the LCPtracker system no later than the date employees start work on the project. Ensure subcontractors have access to the LCPtracker system for the reporting of payrolls no later than the date the subcontractor's employees start work on the project.

List, for each employee, a designation of race, ethnicity, color, or national origin, and male/female identifier on each weekly payroll.

For standardization purposes the Department has established the following identifications:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American - American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through a tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

SECTION 624 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

624.03.03 Flaggers. Equip the flagger at each end of the work zone with a watch or suitable timing device. Flaggers at each end of the work zone shall document times when public traffic is stopped and released. Submit

the documentation daily on a suitable form at the end of the shift in conjunction with the reconciliation of flagger hours.

Equip the flaggers at each end of the work zone with two-way communication radios to allow them to be in contact with each other to control public traffic through the work zone as conditions require.

SECTION 625 - CONSTRUCTION SIGNS

625.03.05 Contractor Designed Traffic Control Plans. The second sentence of the second paragraph of this Subsection of the Standard Specifications is hereby deleted and the following substituted therefore:

The proposed traffic control plan shall be prepared and/or certified as to conformance with the above by a Professional Traffic Operation Engineer (PTOE), or a Traffic Control Supervisor certified by ATSSA or Department approved equivalent, and shall include the PTOE registration number or Traffic Control Supervisor certification number of the certifying person.

625.05.01 Payment. The second and third paragraphs of this Subsection of the Standard Specifications are hereby deleted and the following substituted therefore:

Payment for Rent Temporary Traffic Control Devices will be made under:

Pay Item	Pay Unit
Temporary Traffic Control	per Day

SECTION 628 - MOBILIZATION

628.01.01 General. Add the following to the second paragraph of this Subsection of the Standard Specifications:

The amount of electricity supplied shall be 48kW and 240V.

SECTION 637 - TEMPORARY POLLUTION CONTROL

This Section of the Standard Specifications is hereby deleted and the following substituted therefore:

DESCRIPTION

637.01.01 General. This work consists of the construction, installation, maintenance, and removal of temporary pollution control Best Management Practices (BMPs) in accordance with National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) requirements issued by the Nevada Division of Environmental Protection (NDEP) Bureau of Water Pollution Control (BWPC), and as directed. Unless noted otherwise, CGP shall refer to the NPDES CGP issued by NDEP BWPC. BMPs are intended to provide prevention, control, and abatement of water and air pollution to the maximum extent practicable from the first day of construction activities until relief of maintenance has been granted for the project.

Temporary pollution control and erosion control work shall conform to CGP requirements and NDOT's "Construction Site Best Management Practices (BMPs) Manual," hereinafter referred to as the Manual, and addenda thereto issued up to, and including, the date of advertisement of the contract. The Manual can be accessed on the NDOT website. Adhere to the Manual's minimum requirements for the selection and implementation of construction site BMPs. Know, understand, and fully comply with the provisions of the Manual, Federal, State, and local regulations governing stormwater and non-stormwater discharges from both the project site and areas of disturbance outside the project limits during construction.

For projects requiring procurement of a CGP for stormwater discharges, a Stormwater Pollution Prevention Plan (SWPPP) shall be developed and implemented. The Department furnished "Stormwater Pollution Prevention Plan (SWPPP) Template for Construction Activities," Form 018-002SWPPP may be used to develop the SWPPP. The template form can be accessed on the NDOT website under the Environmental section - Stormwater Program or by request.

Refer to the Manual fact sheets for individual BMP requirements. BMPs requiring sizing or design criteria in accordance with the CGP or the Manual shall be designed by a Nevada Registered Civil Professional Engineer

(PE), pursuant to NRS Chapter 625, and shall be included as an addendum to the SWPPP.

Refer to the NDEP BWPC website for a copy of the CGP and information pertaining to SWPPP development. Refer to the Environmental Protection Agency (EPA) Region 9 stormwater permitting website for a copy of the EPA CGP and information pertaining to SWPPP development.

The CGP includes and covers stormwater discharges from Department furnished material sources for general fill material, aggregate, and/or staging of a temporary asphalt or concrete batch plant operation dedicated solely to a specific contract. Install, inspect, and maintain temporary pollution control BMPs for these areas and include these areas in the SWPPP.

Be responsible for water quality monitoring of effluent for any Department furnished material sources where groundwater or accumulated stormwater will be discharged. Provide water quality monitoring results for the parameter in Table I a minimum of once per year for the duration of the project for each outfall associated with the dewatering discharge(s).

TABLE I

Parameter	Effluent Limit	Sample Type
pH	6.0 – 9.0 S.U.	Grab

Submit water quality monitoring results within 24 hours from the time of sampling. Water quality monitoring results failing to meet the numeric effluent limitations in Table I shall be documented in an exceedance report. Water quality monitoring exceedance reports shall include the following:

1. Project name, project number and location and/or physical address;
2. Name of receiving water;
3. Monitoring data from the current and previous monitoring events, if applicable;
4. Explanation of the situation, including what actions have been completed or will be completed to correct the violation; and
5. Contact name, title, and phone number.

Submit water quality monitoring exceedance reports to the Department’s Stormwater Division Compliance and Enforcement Supervisor at (775) 888-7771 within 24 hours from the time of sampling.

The SWPPP document, including diagrams, maps, and calculations, shall be completed and implemented prior to commencement of earth disturbing activities. The official SWPPP shall remain on the project site or at an easily accessible location from the first day of erosion and sediment control installation activities until relief of maintenance has been granted for the project. A copy of the official SWPPP shall be made immediately available upon request to NDEP, EPA, NDOT, FHWA, or any other State, Tribal, or local agency with jurisdiction of stormwater discharges.

637.01.02 Water Pollution Control Manager. For projects requiring procurement of a CGP, designate a certified Water Pollution Control Manager (WPCM) who has successfully completed the “Water Pollution Control Manager” training class provided by the Associated General Contractors/Nevada Contractors Association. To register for this class, contact the Education and Training Director of the Associated General Contractors/Nevada Contractors Association Las Vegas. Submit a copy of the certificate demonstrating the WPCM’s successful completion of the training class. The WPCM shall maintain current standing with the training from the date of contract award until relief of maintenance has been granted for the project. Failure to maintain current certification status may result in the ceasing of all operations not related to maintaining public safety until a WPCM with valid certification is assigned to the project. Working days will continue to be counted.

The WPCM shall be knowledgeable in the principles and practices of the installation and maintenance of erosion and sediment controls in accordance with the CGP, the Manual, and as identified in the current SWPPP. The WPCM shall be capable of identifying existing and predictable effects of the contractor’s operations, and shall have complete authority to direct the contractor’s personnel and equipment to implement the requirements described herein.

The WPCM shall be an employee under direct supervision of the Contractor, and shall be responsible for developing, implementing, and updating the SWPPP. The WPCM shall be responsible for updating the SWPPP in accordance with the requirements of the CGP.

The WPCM shall be responsible for stormwater inspections and ensuring the installation, maintenance, and removal of temporary pollution control BMPs comply with the requirements of the CGP and SWPPP. The WPCM shall serve as the primary contact for issues related to the SWPPP, permits, or their implementation and shall be available by phone 24 hours a day and shall be capable of being on-site within 24 hours of notification of a deficiency from the first day of activities until relief of maintenance has been granted for the project.

The WPCM shall be responsible for reporting all illicit discharges or illicit connections to the storm sewer system found within the project limits immediately upon discovery. Refer to the CGP and NDEP's Spill Prevention website, in-state hotline at (775) 687-9485, or out-of-state hotline at (888) 331-6337 for additional reporting requirements.

637.01.03 Permits. Not all projects require the permits discussed in this Subsection.

Prepare any applicable discharge permit applications, including any required modifications and amendments thereto, in accordance with Subsection 107.02.

Contact the Department's Stormwater Division at (775) 888-7771 a minimum of 7 days prior to submitting the Notice of Intent (NOI) to obtain coverage under a CGP. The Stormwater Division will provide documentation summarizing NOI requirements.

When submitting a NOI, reference the Department Engineer's name as the appropriate Owner (NDOT) contact, the appropriate District address, and reference NDOT's Contract Number in the Site Name of the NOI. Ensure billing information of the NOI reflects the Operator (Contractor) to receive the invoice for annual permit renewal.

Construction activities may require simultaneous coverage under the CGP and the EPA CGP.

File a separate NOI with NDEP and/or EPA to apply for coverage under the appropriate CGP for land and earth disturbance areas outside of NDOT right-of-way and not displayed on the plans. Contractor furnished material sources, staging areas, plant sites, turnaround areas, or any other contractor caused ground disturbance outside the right-of-way and not shown on the plans are the Contractor's responsibility and shall be submitted under a NOI package separate from the ground disturbance within right-of-way and shown on the plan sheet details. As these separate CGPs are the sole responsibility of the Contractor, NDOT shall not be listed as an Owner or Operator. Submit a copy of all separate signed NOI certification statements. The Department is not responsible for delays caused by incomplete or inaccurate submittals to NDEP and/or EPA by the Contractor.

Upon notice of award initiate the procurement of permits and submit a copy of executed permits procured prior to commencement of earth disturbance activities requiring permitting.

Regardless of the permitting authority requirements, photograph and submit electronic color photo documentation of existing vegetation and pre-construction site conditions of the entire project, including areas outside of NDOT right-of-way subject to earth disturbance, prior to commencement of earth disturbing activities. Photograph and submit electronic color photo documentation of post-construction site conditions for all lands disturbed by construction activities, including areas outside of NDOT right-of-way, with the relief of maintenance request. All electronic photo documentation shall be date/time stamped.

For project requiring procurement of a CGP, submit a request for relief of maintenance only after completion of an inspection of the sediment and erosion control measures conducted during the final inspection in accordance with Subsection 105.16. Include a copy of the Notice of Termination request or request to transfer full CGP responsibilities to the Department with the relief of maintenance request. When requesting to transfer full CGP responsibilities to the Department, submit a copy of the final SWPPP documenting current field conditions with the relief of maintenance request. Adhere to all permit requirements until relief of maintenance has been granted for the project.

637.01.04 Noxious Weed Management. Develop and follow a Noxious Weed Management Plan to prevent the establishment and spread of Nevada State listed noxious weeds per NRS 555 (available at http://agri.nv.gov/Plant/Noxious_Weeds/Noxious_Weeds_Home/).

Submit a copy of the Noxious Weed Management Plan for review and approval at the pre-construction

conference.

The management plan shall include a physical survey of noxious weeds, mapping of existing noxious weed populations, appropriate eradication/control methods based on weed type, location, applicator certification, monitoring, and retreatment as necessary. Include methods for keeping equipment, personnel, staging areas, construction and excavation sites, and roadways clear of noxious weed plants and seeds. The plan shall also address the treatment of weeds in topsoil salvage material.

Equipment leaving noxious weed infested areas shall be cleaned prior to moving to areas free from noxious weeds. Equipment coming into or leaving the project area shall be cleaned and the cleaning area kept clear of plant material and contaminated dirt to prevent weed spread. The cleaning method shall be as approved.

Be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, replacing, removing, and disposing of the BMPs specified in the SWPPP, Temporary Working in Waterways Permits, and any other applicable permit. Installed BMPs shall perpetuate natural flow patterns and conveyances such that flooding or ponding is not caused inside or outside of the right-of-way or that may pose a hazard to motorists, pedestrians, or any other user.

For projects requiring procurement of a CGP and SWPPP development, perform a stormwater inspection of the construction site prior to the commencement of earth disturbing activities to ensure construction site BMPs are installed in accordance with the current SWPPP and adhere to the Manual's minimum requirements for the selection and implementation of construction site BMPs.

For projects requiring procurement of a CGP, perform and document stormwater inspections in accordance with the CGP requirements and as directed. The Contractor and Engineer shall perform simultaneous stormwater inspections when directed by the Engineer.

Repairs and/or placement of temporary erosion and sediment control measures, or correction of any CGP deficiency identified during a stormwater inspection, shall be conducted in accordance with the CGP requirements.

If failure to comply with CGP requirements results in a violation where fines, penalties, and/or any other monetary impacts are incurred by the Department or Contractor, penalties will be assessed in the amount of the incurred fines, penalties, and/or monetary impacts resulting from the violation in accordance with Subsection 107.01. The Department will deduct the amount of said penalties from any monies due.

Failure to comply with the temporary pollution control requirements contained herein may be considered a stormwater deficiency. Stormwater deficiencies will be assessed demerits according to the following schedule.

Stormwater Deficiency Category	Demerits
Failure to submit a copy of executed NOI documentation	1
Failure to make SWPPP easily accessible or make the SWPPP available upon request	1
Failure to properly submit the NOI to NDEP/EPA	1
Failure to contact NDOT before submitting NOI for CGP coverage	5
Failure to submit an active SWPPP document when requesting to transfer full CGP responsibilities to the Department	5
Failure to install and maintain a rain gauge (if applicable)	5
Failure to submit required pre- or post- construction photo documentation (included in SWPPP upon transferring to the Department)	10
Failure to perform a construction site stormwater inspection prior to the commencement of earth disturbing activities	10
Failure to provide a WPCM with current certification status	20
Failure to submit a copy of a separate NOI for areas outside of right-of-way	20
Failure to obtain CGP Coverage	50

Pursuant to NRS 408.441 through 408.451, the Director may issue an order for compliance, commence a civil action, request the Attorney General to commence a criminal action, or seek injunctive relief.

Liquidated damages will be assessed for non-compliance with temporary pollution control requirements

contained herein in accordance with Subsection 109.02. Failure to achieve and maintain compliance with temporary pollution control requirements may result in the ceasing of all operations not related to achieving compliance or maintaining public safety. Working days will continue to be counted and liquidated damages will be assessed during such cessation.

The Contractor is solely liable for any suspension of work and/or enforcement actions resulting from CGP violations. CGP non-compliance may result in termination of this Contract in accordance with Subsection 108.10.

Do not remove BMPs addressing stormwater discharge from areas subjected to earth disturbing activities until final stabilization per the CGP has been achieved or as directed. This may require BMPs be left in-place following the completion of construction activities. Properly maintain such BMPs, as specified in the Manual, and as directed, until relief of maintenance is granted for the project.

Land disturbance areas beyond those depicted in the contract documents resulting from Contractor construction activities shall undergo final stabilization at the Contractor's expense. These include, but are not limited to, staging areas, turnaround areas, employee parking areas, and areas of ingress and egress. Submit final stabilization plans for review and approval.

637.03.02 Dust Control. Develop, obtain, and pay for all State and local entity permits and fully comply with the terms specified therein. Furnish and apply water or chemical dust palliative for controlling dust on the areas designated and according to permit conditions. Use equipment and obtain water as specified in Subsection 107.21.

Control dust originating from traffic, plant, or construction operations either inside or outside the right of way at all times according to EPA, State, and local laws, ordinances, and regulations.

Consult the Manual fact sheets for appropriate dust palliative product selection. The use of dust palliatives containing cationic treatment chemicals is prohibited.

Mix and apply dust palliative as recommended by the manufacturer. Prepare the soil for application of dust palliative according to manufacturer instructions. Apply additional applications of dust palliative to control dust or as required by air quality regulating authorities.

Maintain all disturbed areas in a condition to prevent wind erosion and particulate emissions 24 hours a day, 7 days a week until the construction site is completely stabilized as shown on the plans and as required.

For contracts in Washoe or Clark Counties, provide a copy of the applicable Air Quality Management "Dust Control Permit" for construction activity prior to beginning work. Provide a copy of the final inspection and release from the applicable Air Quality Management "Dust Control Permit" upon completion of construction activities.

The geology in the project area may support erionite minerals (a fibrous mineral with similar health risk to asbestos). The applicable Air Quality Management "Dust Control Permit" for construction activity application requires the development of a Dust Control Mitigation Plan (DCMP). The fact that there may be erionite in soil and rock material in the area must be considered during the development and implementation of the DCMP and during health and safety planning. If, based on the scope of the project, no "Dust Control Permit" is required, the contractor is still required to prepare and follow a DCMP for this project. The DCMP must be designed to prevent visible dust due to project activities.

Immediate notification will be given in writing for failure to maintain adequate dust control and may result in immediate suspension of construction operations. If failing to remedy unsatisfactory dust control within 1 hour after receipt of such notice, the Engineer may immediately proceed to take necessary action to maintain dust control and the entire cost of this maintenance will be deducted from money due or to become due.

METHOD OF MEASUREMENT

637.04.01 Measurement. Incidental to cleanup.

SECTION 722 - WATER

722.02.02 Sampling. Submit a 1-quart sample, of each proposed source, for testing a minimum of 15 working days before the start of cold recycle or micro-surfacing operations. Obtain and ship in clean plastic containers that are carefully packed and labeled.

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): 19

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

PATRIOT ENVIRONMENTAL SERVICES, INC.

5. Corporate/Business Entity Street Address:

Street Address: 508 EAST E STREET	Website: WWW.PATRIOTENVIRONMENTAL.COM
City, State and Zip Code: WILMINGTON CA 90744	Point of Contact Name: RICHARD YUKIHIRO
Telephone and Fax No. 562.436.2614	Email: RYUKIHIRO@PATRIOTENVIRONMENTAL.COM

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

Street Address: 647 CAPE HORN DRIVE	Website: WWW.PATRIOTENVIRONMENTAL.COM
City, State and Zip Code: HENDERSON NV 89011	Point of Contact Name: MICHAEL BECKINGHAM
Local Telephone and Fax No. 702.566.6636	Email: MICHAEL.BECKINGHAM@PATRIOTENVIRO

6. List of Owners/Officers

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

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

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
N/A		
No Corporate Officer or Director holds more than 5% ownership or financial interest in the business entity		

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

DISCLOSURE OF RELATIONSHIP FORM

This section is not required for publicly-traded corporations

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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

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

Yes No

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

Yes No

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

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

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


 Signature
 Contract Administrator
 Title

Vanessa Benitez
 Print Name
 03/12/21
 Date

For NDOT Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
 Authorized NDOT Representative

Line Item 5

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

411-19-016Amd'2
For Agreement Services Only

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

Initial Budget Request Revision to Initial Budget Request: Request for Amendment #: 1
Name of Second Party, if Known: The Narwhal Group Agreement Number: P411-19-016
Project ID #(s): P411-19-016
Type of Services: This agreement contains a provision of services for maintaining the DEPARTMENT'S
Originated by: Baillie Keach Division: C101 Date Originated: 3/10/2021
Division Head/District Engineer: Mario Gomez
Budget Category #: 06 Object #: 813U Organization #: C101
Type of Funding: State % of Fund: 100 State Fiscal Year(s): FY2021

Amendment Estimated Cost: \$1,295,345.00

Total Agreement Estimated Cost:

Funding Notes: The \$295,345.00 was already allocated by Tracy Larkin-Thomason for work on the New Neon Campus.
Traffic Ops transferred \$113,067.00 from Traffic Ops C016 Cat 06 Object Code 813U.

Financial Management:

Kristen Greenhut 3/17/2021

Approved by Date

- Requires Transportation Board Approval
- Does not require Transportation Board Approval

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

Project Accounting:

KMcKee 3/17/2021

Approved by Date

Director:

Kristina Swallow 3/17/2021

Approved by Date

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION**

For Agreement Services Only
411-19-016Amd1

Attachments:

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

If Amendment, attach original Agreement here:

Any additional information to attach:

Purpose of, and Justification for, Budget Request:

The \$1,000,000.00 task order will fund the removal and replacement of approximately 500 High Pressure Sodium (HPS) High Mast Fixtures on I-15 and US-95 with energy efficient Light Emitting Diode (LED) Fixtures. LED fixtures require less routine maintenance, have a longer life span, and use approximately 70-80% less electricity resulting in large energy savings for the department. The change will improve night-time visibility on I-15 & US-95 making the routes safer for the traveling public. The increased visibility might also deter further copper wiring theft along these routes. There is an existing backlog of work for the District 1 Maintenance lighting crew, their workload prevents them from taking on an additional large scale project. The amendment also increases the cap on the agreement limit by \$295,345.00 to prevent the work completed on the new Neon Campus from displacing routine District 1 ITS Maintenance.

Scope of Services:

This approach will result in immediate cost savings on the Department's electric bill & will free up our maintenance crew to address other issues around town. The funding request is based on an average per fixture cost of approximate \$1630. The Maintenance crews have catalogued the existing HPS fixtures around town, we planning on replacing 500 fixtures. The \$1,000,000.00 includes an additional \$185,000 of funding to repair / replace broken lowering devices , pay for additional traffic control or handle any other unanticipated expenses. The scope of services will include removing / replacing 500 HPS High Mast Fixtures on I-15 & US -95 within the Las Vegas Valley with energy efficient LED fixtures. The fixtures will be ordered and installed over the next three months with a targeted project completion date of June 30, 2021.

The work will be performed in Clark County at the following locations:

- I-15 between St. Rose Parkway & Spring Mountain
- I-15 between the Spaghetti Bowl & Craig Road
- US 95 between Wagon Wheel and Ann Road



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

MEMORANDUM

March 19, 2021

TO: Jeff Lerud, P.E., CPM, Acting Deputy Director, Operations and Maintenance

FROM: Baillie Keach, P.E., District 1 Contract Projects Manager DS
BkP

SUBJECT: Negotiation Summary for Amendment #2 to Agreement P411-19-016

On August 19, 2019 NDOT entered into agreement P411-19-016 with the Narwhal Group to maintain the Department's growing ITS infrastructure and associated electrical systems in District 1.

The Scope of Services includes locating, evaluating, and certifying proper functions; troubleshooting malfunctions; managing preventative maintenance; and repairing, removing and replacing ITS and associated electrical systems. ITS includes an expanding inventory of equipment such as message signs, CCTV cameras, flow detectors, ramp meters, weather information sites, wrong way driver systems, flashing beacons, fiber optic network (including hub facilities), operation centers, roadway lighting, and communication networks (both fiber optic and wireless) within District 1.

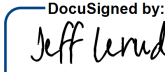
This agreement was used to install electrical and communication services at the new Neon Campus within District 1. There is also a desire to use this agreement to replace High Pressure Sodium (HPS) fixtures on the high mast lights on I-15 and US-95 with energy efficient Light Emitting Diode (LED) Fixtures. Both of these projects, while within the original scope of services, were not anticipated at the writing of the agreement and were not budgeted for.

To accommodate these projects, the total amount of the agreement must be increased by \$1,295,345.00.

The negotiations yielded the following:

1. Adding the high mast fixture replacements will mean that additional man-hours are allotted to this agreement. The amount is dependent on the # of high masts to be included, this will be determined once vendor quotes are obtained for the new fixtures and cannot be completed prior to approval of the amendment.
2. The total negotiated cost for this Amendment, including direct labor, overhead, fee and direct expenses will be \$1,295,345.00. The new total cost of this Agreement will be \$2,975,345.00.

Reviewed and Approved:

DocuSigned by:

 E0C1947A442E435...

03/22/2021

Jeff Lerud, Acting Deputy Director

ATTACHMENT A SCOPE OF SERVICES

The general scope of services will cover two areas of specialized work:

Technical Operational Support: Consists of assisting the Department with general preventative and corrective maintenance, updates and enhancements of the Department's systems including but not limited to intelligent transportation systems (ITS), lighting or electrical field assets.

On-Demand Technical Support: Consists of the repair of ITS, lighting or electrical field assets damaged by crashes or other incidents that result in malfunction or failure.

Service Providers' (SP) scope of services will include:

- 1) Providing on-demand technical and operational support including maintenance, repair, life-cycle replacement, preventative maintenance and elective maintenance upgrades of ITS, lighting or electrical field assets, as assigned. SP will provide qualified staff, equipped with vehicles and tools, to the Department capable of performing maintenance of CCTV cameras, DMS, HAR, flashing beacons, ITS cabinets, RWIS, wind warning systems, ramp meters, hub buildings, operation centers, wrong way driver systems, communications systems (both fiber optic and wireless), electrical systems, roadway lighting, and any additional equipment used to support the operation of intelligent roadway systems.

Work associated with this contract shall be conducted within an approved task order, signed/authorized by the Department's District Engineer or their designee. Each task shall have a written scope, budget, schedule, deliverables and written authorization agreed to by SP and the Department.

The payment method will be agreed to and documented within each task order and may include:

- a. Fully loaded fixed hourly rates proposed and accepted, attached hereto, and with a maximum task budget or maximum hours allowed by labor category specified within the task order.
 - b. Firm fixed price negotiated for each task.
 - c. Payment milestone-based task orders.
 - d. A combination of attributes listed above, as negotiated for each task.
- 2) SP's services available under the contract are further defined to include the following, as needed and as assigned by the Department:
 - a. An initial task order for minimum of six (6) month duration for preventative maintenance (PM) work for field sites, devices and subsystems (e.g. solar power systems), extendable or renewable for future rounds of PM within the overall a contract term at the Department's discretion.
 - i. Troubleshooting, maintenance and repair of electrical and/or electronic systems.
 - ii. SP availability:
 1. SP staff will be available as required to respond to crashes/incidents.
 2. Any overtime justified will be negotiated with NDOT as required and/or dictated by events/workload.

- iii. Maintenance of warning flashers (railroad, pedestrian, etc.) by personnel certified as IMSA Signal Technician Level II or higher.
 - iv. Locating and marking of NDOT and privately owned underground utilities.
 - v. Development of as-built documentation.
 - vi. Inventorying and labeling of field assets.
 - vii. Communications systems maintenance and repair, such as fiber optic splicing.
 - viii. Repair/replacement of RWIS field devices, including in-pavement sensors.
 - ix. Re-lamping of lighting and/or signal assets.
 - x. Development and implementation of traffic control plans, by qualified ATSSA certified personnel.
 - xi. Procurement of replacement parts and/or manufacturer's factory repair of existing NDOT parts, at cost plus the predetermined markup defined herein (x%) to perform the work assigned under each task order, e.g. maintenance and repairs.
 - xii. Pulling conductors through conduit raceway, existing or installed by others.
 - xiii. Aiding the Department on ITS technology updates and enhancements on an as needed basis.
 - xiv. Replacement, modification, upgrade, removal or addition of assets as directed by the Department.
 - xv. Identify and hire specialty subcontractors to perform services as needed and as requested by the Department to facilitate the performance of work under this contract, e.g. maintenance of traffic, foundation installation, excavation, structures replacement/repair, etc.
 - xvi. Other technical services as may be assigned.
- b. It is further understood that the following conditions will apply to SP's work, as appropriate:
- i. SP shall provide extensive cooperating with the NDOT's (agreement coordinator's name and title) or their designee, and other stakeholders as required by specific tasks.
 - ii. SP shall be responsible to fulfill the requirements of any task orders issued within budget and on time, based on the schedule outlined in the task order, unless modified through mutual, written agreement.
 - iii. Work order response, including all necessary data entry, will be managed through NDOT's Mobile MMS, utilizing mobile devices furnished by SP and software system, credentials and virtual access furnished by the Department.
 - iv. Logging of all cabinet entries on physical sign-in sheets at each site.
 - v. SP shall submit regular documentation of work performed and progress as it relates to each task. This may include daily reports.
 - vi. SP shall exclusively assign personnel with appropriate credentials and who meet all NDOT background check requirements.

3) Repair of Damage by Others or Force Majeure

- a. This contract will also provide, on an as needed basis, repair of ITS devices damaged by crashes or incidents. In a timely manner, NDOT and SP shall work on a repair strategy and NDOT will issue a task order for repair or replacement of ITS field equipment that is damaged as a result of a crash or incident, this will include but is not limited to RWIS sites, DMS signs, CCTV cameras, flow detectors, loop detectors, ITS cabinets, HAR, flashing chain control signs, beacon signs, ramp meters, fiber optic network, fiber hut

buildings, power systems, communication systems, solar power systems, roadway lighting systems, and any additional equipment used to support the operation of intelligent roadway systems. This work will include any additional repairs or infrastructure needed to restore the site to pre-crash/pre-incident operating condition such as poles, guard or barrier rail, and pull boxes.

- 4) SP's services defined herein will be provided for the Department's District (HQ Location). Additional work, including work outside of the district, may be added to this contract by task order with similar scope.

Attachment B

Task		Standard Hours Rate	After Hours Rate
Staff			
	Staff Support (2 Techs)	\$167.00	\$250.50
	Sr. Electronic Communications Technician (hourly)	\$93.00	\$139.50
	Electronic Communications Technician (hourly)	\$74.00	\$111.00
	Electrician wireman Journeyman (hourly)	\$93.00	\$139.50
	Laborer (hourly)	\$53.00	\$79.50
	Principal	\$170.00	\$170.00
	Project Manager	\$145.00	\$145.00
	Senior Engineer	\$140.00	\$140.00
	Engineer	\$110.00	\$110.00
	ITS Technician III	\$93.00	\$139.50
	ITS Technician II	\$74.00	\$111.00
	ITS Technician I	\$67.00	\$100.50
Equipment			
	Fiber Trailer with splice/test equipemnt (hourly)	\$100.00	\$100.00
	45' Bucket Truck (hourly)	\$65.00	\$65.00
	Crew Truck (houlry)	\$20.00	\$20.00
Other Direct Costs			
	Markup on Materials	12%	
	Per Diem for Overnight Travel	\$55.00	
	GSA Lodging for Overnight Travel (Excludes Taxes)	\$94.00	

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):

Narwhal Met LLC (dba The Narwhal Group)

5. Corporate/Business Entity Street Address:

Street Address: 1950 S 900 W, N-1	Website: www.narwhalgroup.com
City, State and Zip Code: Salt Lake City, UT 84104-1762	Point of Contact Name: John Grant
Telephone and Fax No. 385 231-1179	Email: jgrant@narwhalgroup.com

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

Street Address: 7575 Lighthouse Lane	Website:
City, State and Zip Code: Reno, NV 89511	Point of Contact Name: Jared Spratley
Local Telephone and Fax No. 775 997-5494	Email: jspratley@narwhalgroup.com

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
Partner

 Title

John Grant

 Print Name
3/17/21

 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

April 1, 2021

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: April 12, 2021 | Transportation Board of Directors Meeting

ITEM #6: Contracts, Agreements, and Settlements—Pursuant to NRS 408.131 the Board may delegate authority to the Director which the Director may exercise pursuant to NRS 408.205. These items and matters have been delegated to the Director by the Board by resolutions in April 1990 and July 2011.— *Informational item only.*

Summary:

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

- Construction contracts under \$5,000,000 awarded February 5, 2021 through March 11, 2021
- Agreements under \$300,000 executed February 5, 2021 through March 11, 2021
- Settlements entered into by the Department which were presented for approval to the Board of Examiners February 5, 2021 through March 11, 2021

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.

MEMORANDUM

Department of Transportation Board of Directors

April 1, 2021

Page 2 of 2

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 February 5, 2021 through March 11, 2021 and agreements executed by the department from February 5, 2021 through March 11, 2021. 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, February 5, 2021 through March 11, 2021.
- B. State of Nevada Department of Transportation Executed Agreements – Informational, February 5, 2021 through March 11, 2021.

Recommendation for Board Action:

Informational item only

Prepared by:

Administrative Services Division

Attachment

A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION
CONTRACTS AWARDED - INFORMATIONAL
February 5, 2021 through March 11, 2021**

1. January 28, 2021 at 1:30 PM the following bids were opened for Contract **3832-READV**, Project No. SPF-006-4(001), on US 6, in White Pine County, for Chip Seal.

Sierra Nevada Construction, Inc.	\$1,538,007.00
VSS International, Inc.	\$1,680,120.00
Intermountain Slurry Seal, Inc.	\$1,685,903.17
Harney Rock & Paving Company.....	\$1,690,615.20

Engineer's Estimate\$1,976,886.74

The Director awarded the contract on February 26, 2021 to Sierra Nevada Construction, Inc. in the amount of \$1,538,007.00.

2. February 11, 2021 at 1:30 PM the following bids were opened for Contract **3836**, Project No. SPF-006-2(014), on US 6, in Nye County, for Chip Seal.

Sierra Nevada Construction, Inc.	\$1,674,007.00
VSS International, Inc.	\$1,727,120.00
Intermountain Slurry Seal, Inc.	\$1,747,074.74
Harney Rock & Paving Company.....	\$1,758,902.54

Engineer's Estimate\$2,066,746.55

The Director awarded the contract on March 5, 2021 to Sierra Nevada Construction, Inc. in the amount of \$1,674,007.00.

3. February 11, 2021 at 2:00 PM the following bids were opened for Contract **3861**, Project No. SPF-095-4(027), on US 95, in Mineral County, for Chip Seal with Fog Seal.

Intermountain Slurry Seal, Inc.	\$1,447,474.00
VSS International, Inc.	\$1,455,120.00
Sierra Nevada Construction, Inc.	\$1,464,007.00
Harney Rock & Paving Company.....	\$1,560,853.20

Engineer's Estimate\$1,733,021.56

The Director awarded the contract on March 8, 2021 to Intermountain Slurry Seal in the amount of \$1,447,474.00.

4. February 18, 2021 at 1:30 PM the following bids were opened for Contract **3864**, Project No. SPSR0169(007), on SR 169, in Clark County, for Slurry Seal.

VSS International, Inc.	\$2,110,120.00
Intermountain Slurry Seal, Inc.....	\$2,151,151.00
Pavement Coatings.....	\$2,283,933.72
Las Vegas Paving Corporation.....	\$2,535,000.00
Aggregate Industries SWR, Inc.	\$2,660,000.00

Engineer's Estimate\$2,151,302.81

The Director awarded the contract on March 11, 2021 to VSS International, Inc. in the amount of \$2,110,120.00.

5. February 18, 2021 at 2:00 PM the following bids were opened for Contract **3859**, Project No. SP-000M(069), on SR 396, SR 397, SR 398, SR 401, SR 854, SR 856, SPPE32, SPPE33, and SPPE34, in Pershing County, for Slurry Seal and Chip Seal.

Sierra Nevada Construction, Inc.....	\$1,264,007.00
Intermountain Slurry Seal, Inc.	\$1,383,383.00
VSS International, Inc.	\$1,560,120.00

Engineer's Estimate..... \$1,463,648.64

The Director awarded the contract on March 11, 2021 to Sierra Nevada Construction, Inc. in the amount of \$1,264,007.00.

6. February 18, 2021 at 2:30 PM the following bids were opened for Contract **3865**, Project No. SPSR-0140(015), on SR 140, in Humboldt County, for 2 Inch Overlay.

Sierra Nevada Construction, Inc.....	\$2,646,007.00
Road and Highway Builders LLC.....	\$3,191,191.00
Q & D Construction LLC.....	\$4,194,491.91

Engineer's Estimate..... \$3,438,508.03

The Director awarded the contract on March 11, 2021 to Sierra Nevada Construction, Inc. in the amount of \$2,646,007.00.

Attachment B

State of Nevada Department of Transportation
Executed Agreements - Information
February 5, 202 through March 11, 2021

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	03221	00	UNION PACIFIC RAILROAD COMPANY	PURCHASE PROPERTY	Y	\$690,658.00	-	-	\$690,658.00	-	02/18/2021	02/28/2026	-	Acquisition	Right-of-Way	Darin	Craig	02-18-21: PURCHASE OF APPROXIMATELY 12,371 SQUARE FEET (0.28 ACRES) OF PARCEL I-15 CL-074.707, NEEDED FOR DOWNTOWN LAS VEGAS VIADUCT AND RAMP STRUCTURES ON PROJECT NHP-515-(040), CLARK COUNTY. NV B/L#: NVF19691003146
2	02821	00	NV ENERGY	LINE EXTENSION	N	\$18,409.00	-	-	\$18,409.00	-	02/08/2021	02/28/2026	-	Facility	Right-of-Way	Darin	Craig	02-08-21: INSTALLATION OF A NEW 200A POWER SERVICE PEDESTAL FOR INTERCHANGE LIGHTING ON PROJECT SPI-080-3(037), TO MEET PROJECT DEMANDS ON THE I-80/PUMPERNICKEL PROJECT IN DISTRICT III, AT THE VALMY/STONEHOUSE INTERCHANGE (EXIT 212), HUMBOLDT COUNTY. NV B/L#: NVD19831015840
3	02921	00	NV ENERGY	LINE EXTENSION	N	\$9,073.00	-	-	\$9,073.00	-	02/10/2021	02/28/2026	-	Facility	Right-of-Way	Darin	Craig	02-10-21: INSTALLATION OF A NEW 200A POWER SERVICE DESIGN APPROVAL AGREEMENT NM271-20-030 FOR NEW ELECTRIC SERVICE IS FOR INTELLIGENT TRAFFIC SYSTEM INFRASTRUCTURE AT US-50A AND RIVER RANCH ROAD IN FERNLEY, LYON COUNTY. NV B/L#: NVD19831015840
4	03321	00	NV ENERGY	LINE EXTENSION	Y	\$16,564.00	-	-	\$16,564.00	-	02/25/2021	02/28/2026	-	Facility	Right-of-Way	Darin	Craig	02-25-21: NEW ELECTRICAL SERVICE PEDESTAL ASSOCIATED WITH PRELIMINARY DESIGN AGREEMENTS NM2011-19-030 AND NM713-19-030, TO POWER CONTROLLERS AND LIGHTING FOR THE TROPICAL PARKWAY INTERSECTION AT THE CC-215 WESTBOUND ON-RAMP, CLARK COUNTY. NV B/L#: NVD19831015840
5	03521	00	NV ENERGY	LINE EXTENSION	Y	\$52,790.00	-	-	\$52,790.00	-	03/02/2021	02/28/2026	-	Facility	Right-of-Way	Darin	Craig	03-02-21: NEW ELECTRICAL SERVICE PEDESTAL FOR SERVICE OBTAINED FOR THE I-15 PHASE 4 PROJECT, ASSOCIATED WITH DESIGN AGREEMENTS NM055-19-030 AND NM759-19-030. SERVICE WILL POWER LIGHTING FOR THE SOUTHBOUND I-15 OFF-RAMP TO TROPICAL PARKWAY, AND I-15/CC-215 INTERCHANGE, CLARK COUNTY. NV B/L#: NVD19831015840
6	03621	00	NV ENERGY	LINE EXTENSION	N	\$68,344.00	-	-	\$68,344.00	-	03/02/2021	03/31/2026	-	Facility	Right-of-Way	Darin	Craig	03-02-21: INSTALLATION OF THREE (3) NEW 200A POWER SERVICE NECESSARY TO MEET DEPARTMENT PROJECT DEMANDS ON STATE ROUTE 612 (NELLIS BOULEVARD), FROM STATE ROUTE 593 (TROPICANA AVENUE) TO STATE ROUTE 573 (LAS VEGAS BOULEVARD), CLARK COUNTY. NV B/L#: NVD19831015840
7	03721	00	NV ENERGY	LINE EXTENSION	N	\$32,232.00	-	-	\$32,232.00	-	03/02/2021	03/31/2026	-	Facility	Right-of-Way	Darin	Craig	03-02-21: INSTALLATION OF ONE (1) NEW 200A SERVICE PEDESTAL, ASSOCIATED WITH DESIGN APPROVAL AGREEMENT NM485-20-030, FOR LUMINAIRE LIGHTING AT STATE ROUTE 28 AND PINION DRIVE IN INCLINE VILLAGE, WASHOE COUNTY. NV B/L#: NVD19831015840
8	04021	00	NV ENERGY	LINE EXTENSION	N	\$6,325.00	-	-	\$3,826.00	\$2,499.00	03/11/2021	03/31/2026	-	Facility	Right-of-Way	Darin	Craig	03-11-21: FOR SERVICE TO A NEW 200 AMP SERVICE PEDESTAL TO POWER FOURTEEN (14) NEW LED LUMINAIRES, AT FOURTEEN (14) NEW LOCATIONS AROUND THE VICINITY OF MT ROSE HIGHWAY AND EDMONTON DRIVE, WASHOE COUNTY. NV B/L#: NVD19831015840
9	04221	00	NV ENERGY	DESIGN INITIATION	N	\$1,000.00	-	-	\$1,000.00	-	03/10/2021	03/31/2026	-	Facility	Right-of-Way	Darin	Craig	03-10-21: DESIGN PROJECT FOR THE INSTALLATION OF A NEW 200-AMP, 120/240-VOLT SERVICE PEDESTAL TO POWER A DOUBLE-SIDED DYNAMIC MESSAGE BOARD ALONG US-95, AT THE NDOT MAINTENANCE YARD, CHURCHILL COUNTY. NV B/L#: NVD19831015840
10	57820	00	CLARK COUNTY	ROAD TRANSFER	N	\$10,257,395.50	-	-	\$10,257,395.50	-	02/22/2021	12/31/2024	-	Interlocal	Design	Darin	Scott	02-22-21: TRANSFER FROM THE DEPARTMENT TO CLARK COUNTY OF HIGHWAY CONSTRUCTION PLANS, SPECIFICATIONS, AND FUNDING FOR ROADWAY IMPROVEMENTS ON TROPICANA AVENUE FROM LAS VEGAS BOULEVARD TO MARYLAND PARKWAY. THE EXECUTION OF THIS AGREEMENT WILL FINALIZE THE TERMS OF THE ROAD TRANSFER AGREEMENT, NM499-17-805, FOR THIS PORTION OF TROPICANA AVENUE, CLARK COUNTY. NV B/L#: EXEMPT
11	03921	00	UNION PACIFIC RAILROAD COMPANY	PERMANENT EASEMENT	N	\$19,137.00	-	-	\$19,137.00	-	03/10/2021	03/31/2046	-	Right-of-Way Access	Right-of-Way	Darin	Craig	03-10-21: ONE (1) PERMANENT AERIAL EASEMENT FOR THE SPAGHETTI BOWL PROJECT AT I-580-WA-025.588 PE1, LOCATED ALONG US 395, WASHOE COUNTY. NV B/L#: NVF19691003146
12	08521	00	AARON HESS DBA HESS	TRASH AND DEBRIS REMOVAL	N	\$250,000.00	-	-	\$250,000.00	-	02/18/2021	12/31/2021	-	Service Provider	Maintenance and Asset Management	Jeff	Anita	02-18-21: TRASH AND DEBRIS REMOVAL ON VARIOUS ROUTES WITHIN THE RENO/SPARKS METRO AREA, WASHOE COUNTY. NV B/L#: NVS20181882687-Q PROPOSERS: AARON HESS DBA HESS TRASH COMPANY, AND HERO ENVIRONMENTAL
13	66718	01	ANNIE'S JANITORIAL	JANITORIAL SERVICES	N	\$89,500.00	-	\$34,166.60	\$123,666.60	-	12/18/2018	12/31/2021	02/25/2021	Service Provider	District II	Jeff	Mike	AMD 1 02-25-21: CHANGED TERMINATION DATE FROM 03-31-22 TO 12-31-21, AND INCREASE AUTHORITY BY \$34,166.60 FROM \$89,500.00 TO \$123,666.60 TO COMPENSATE FOR ADDITIONAL JANITORIAL SERVICES PROVIDED. 12-18-18: JANITORIAL SERVICES AT THE WADSWORTH REST AREA ON I-80 WESTBOUND, TWENTY-FOUR (24) MILES EAST OF RENO, WASHOE COUNTY. NV B/L#: NVS20131145514-Q PROPOSERS: ANNIE'S JANITORIAL, F.A.A.D. JANITORIAL INC., ABLE JANITORIAL SERVICE, MCNEIL'S CLEANING SERVICES INC., AND MARSHALL'S SEPTIC CARE
14	09321	00	ARTISTIC FENCE COMPANY INC.	REPLACE SWING GATE OPERATOR	N	\$15,595.00	-	-	\$15,595.00	-	02/17/2021	12/31/2021	-	Service Provider	Architecture	Jeff	Anita	02-17-21: REPLACE EXISTING SWING GATE OPERATOR WITH NEW LIFTMASTER SWING GATE OPERATOR AT DISTRICT II HEADQUARTERS, WASHOE COUNTY. NV B/L#: NVD19711002179-Q PROPOSERS: ARTISTIC FENCE COMPANY, INC.
15	30418	01	ATKINS NORTH AMERICA	WIDEN I-15 FROM 4 TO 6 LANES	N	\$1,900,000.00	-	\$255,000.00	\$2,155,000.00	-	5/14/2019	11/30/2023	2/18/2021	Service Provider	Project Management	Darin	Nick	AMD 1 02-18-21: INCREASE AUTHORITY BY \$255,000.00 FROM \$1,900,000.00 TO \$2,155,000.00 TO PROVIDE GEOTECHNICAL ENGINEERING, CONSTRUCTABILITY REVIEWS, STRUCTURAL ENGINEERING, PUBLIC INVOLVEMENT/VIRTUAL PUBLIC MEETING ASSISTANCE, AND OTHER SERVICES. ADDITIONAL TIME IS NOT ANTICIPATED. 05-14-19: PROVIDE ENGINEERING SERVICES FOR THE WIDENING OF I-15 FROM SPEEDWAY BOULEVARD INTERCHANGE TO GARNET INTERCHANGE TO THREE (3) GENERAL PURPOSE LANES IN EACH DIRECTION. SERVICES INCLUDE: ASSISTING THE DEPARTMENT'S IN-HOUSE DESIGN TEAM ON SPECIFIC TASKS ON AN AS-NEEDED BASIS, PROJECT MANAGEMENT, RISK MANAGEMENT, VALUE ENGINEERING, CONSTRUCTABILITY REVIEW, CONSTRUCTION COST ESTIMATE, CONSTRUCTION SCHEDULE, QA/QC REVIEW OF PLANS, SPECIFICATIONS AND ESTIMATES, LANDSCAPE ARCHITECTURE DESIGN, TRAFFIC MODELING AND ANALYSIS, NEPA COMPLIANCE, AND PUBLIC AND STAKEHOLDER INVOLVEMENT/OUTREACH, CLARK COUNTY. NV B/L#: NVF19981347315-R
16	25220	00	BUREAU OF RECLAMATION,	CONSTRUCTION OUTSIDE OF RIGHT-OF-WAY	Y	\$12,000.00	-	-	\$12,000.00	-	06/06/2020	06/30/2025	-	Right-of-Way Access	Right-of-Way	Darin	Craig	06-06-20: OBTAIN CONSENT FOR THE DEPARTMENT TO USE LAND OCCUPIED BY THE BUREAU OF RECLAMATION FOR CONSTRUCTION OF A SHARED-USE PATH LOCATED ALONG FARM DISTRICT ROAD IN FERNLEY, LYON COUNTY. NV B/L#: EXEMPT
17	10421	00	CA GROUP, INC.	ENGINEERING SERVICES	N	\$294,997.84	-	-	\$294,997.84	-	03/05/2021	12/31/2023	-	Service Provider	Construction	Darin	Sharon	03-05-21: PROVIDE A RESIDENT ENGINEER FOR THE OVERSIGHT OF LOCAL PUBLIC AGENCY (LPA) PROJECTS IN DISTRICT 2 ON AN AS-NEEDED BASIS, WASHOE, CARSON CITY, DOUGLAS, STOREY, LYON, CHURCHILL, PERSHING, AND MINERAL COUNTIES. NV B/L#: NVD20081407877
18	32720	01	DIVERSIFIED SYSTEMS	AUDIO AND VISUAL SYSTEM	N	\$47,243.99	-	\$150,000.00	\$197,243.99	-	08/04/2020	06/30/2022	03/04/2021	Service Provider	Information Technology	Felicia	Dave	AMD 1 03-04-21: INCREASE AUTHORITY BY \$150,000.00 FROM \$47,243.99 TO \$197,243.99 FOR UPGRADES AND INSTALLATION OF AUDIOVISUAL EQUIPMENT AT DEPARTMENT SITES, CLARK AND CARSON CITY COUNTIES. 08-04-20: MAINTENANCE OF AUDIO AND VISUAL SYSTEM AND INSTALLATION OF ADDITIONAL HARDWARE. NV B/L#: NVF20141685774-S
19	08821	00	ECO GREEN MAINTENANCE LLC	JANITORIAL SERVICES	N	\$38,920.00	-	-	\$38,920.00	-	02/25/2021	05/31/2023	-	Service Provider	District III	Jeff	Mike	02-25-21: PROVIDE JANITORIAL SERVICES AT THE CONSTRUCTION CREW FIELD OFFICE LOCATED AT 705 EAST 4TH STREET, AND THE MAJOR MAINTENANCE STATION OFFICES IN WINNEMUCCA LOCATED AT 725 WEST 4TH STREET, HUMBOLDT COUNTY. NV B/L#: NVD20111362322-Q PROPOSERS: ECO GREEN MAINTENANCE, LLC., AND D&B PROFESSIONAL CLEANING SERVICE

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
20	05420	01	INFO TECH, INC., DBA INFOTECH	CLOUD-BASED HOSTING	N	\$157,500.00	-	\$26,250.00	\$183,750.00	-	03/27/2020	06/30/2021	03/11/2021	Service Provider	Construction	Darin	Sharon	AMD 1 03-11-21: EXTEND THE TERMINATION DATE FROM 04-30-21 TO 06-30-21 AND INCREASE AUTHORITY BY \$26,250.00 FROM \$157,500.00 TO \$183,750.00 FOR CONTINUATION OF CLOUD-BASED HOSTING SERVICES FOR AASHOTWARE PROJECT CONSTRUCTION AND MATERIALS APPLICATION. 03-27-20: CLOUD-BASED HOSTING OF AASHOTWARE PROJECT CONSTRUCTION AND MATERIALS APPLICATION, STATEWIDE. NV B/L#: NVF20121317852-S
21	52920	00	LAS VEGAS PAVING CORPORATION	ROADWAY PAVEMENT REPAIR	N	\$179,800.00	-	-	\$179,800.00	-	03/05/2021	01/31/2022	-	Service Provider	District I	Jeff	Mario	03-05-21: ROADWAY PAVEMENT REPAIR ON SR 613, SUMMERLIN PARKWAY, WEST OF ANASAZ DRIVE TO TOWN CENTER DRIVE, CLARK COUNTY. NV B/L#:NVD19581000650-Q PROPOSERS: LAS VEGAS PAVING CORP., AGGREGATE INDUSTRIES, AND GALT DEVELOPMENT
22	08421	00	LOGISTICAL SOLUTIONS, LLC	DISPLACED PERSON CLEANUP	N	\$250,000.00	-	-	\$250,000.00	-	02/11/2021	12/31/2021	-	Service Provider	Maintenance and Asset Management	Jeff	Anita	02-11-21: LAS VEGAS DISPLACED PERSON CLEANUP AT VARIOUS LOCATIONS THROUGHOUT DISTRICT I, CLARK COUNTY. NV B/L#: NVD20081496193-Q PROPOSERS: LOGISTICAL SOLUTIONS, LLC
23	00421	00	MKD CONSTRUCTION, INC.	REST AREA WATERLINE REPAIR	N	\$47,777.00	-	-	\$47,777.00	-	02/24/2021	12/31/2021	-	Service Provider	District III	Jeff	Mike	02-24-21: REPAIR WATERLINE AT THE BEOWAVE REST AREA, MILEPOST EU 6.78, EUREKA COUNTY. NV B/L#: NVD19991170548-Q PROPOSERS: MKD CONSTRUCTION, INC., AND REMINGTON CONSTRUCTION, LLC
24	54520	00	NEVADA BARRICADE AND SIGN	PROVIDE TRAFFIC CONTROL	N	\$199,410.00	-	-	\$199,410.00	-	02/06/2021	03/31/2022	-	Service Provider	Structures	Darin	Jessen	02-06-21: PROVIDE TRAFFIC CONTROL FOR DISTRICT II 2021 BRIDGE INSPECTIONS AT PERSHING, WASHOE, LYON, CARSON CITY, DOUGLAS, MINERAL, STOREY AND CHURCHILL COUNTIES. NV B/L#: NVD20001224303-Q PROPOSERS: NEVADA BARRICADE & SIGN COMPANY, INC., SILVER STATE BARRICADE & SIGN (NORTON CONSULTING, LLC), AND SIERRA NEVADA CONSTRUCTION, INC.
25	00720	00	Q&D CONSTRUCTION, LLC	REMOVE AND REPLACE ASPHALT OVERLAY	N	\$176,500.00	-	-	\$176,500.00	-	02/18/2021	06/30/2022	-	Service Provider	District II	Jeff	Mike	02-18-21: REMOVE AND REPLACE FAILING ASPHALT OVERLAY, REMOVE EXPANSION JOINT FILLER/HEADERS, AND REPAIR RAIL UNDERMINING ON STATE ROUTE 447, STRUCTURE B-1351 OVER THE TRUCKEE RIVER AT MILEPOST WA 15.52, WASHOE COUNTY. NV B/L#: NVD19671000639-Q PROPOSERS: Q&D CONSTRUCTION, LLC, SIERRA NEVADA CONSTRUCTION A&K EARTH MOVERS, INC., AND GRANITE CONSTRUCTION COMPANY
26	00921	00	QUANTUM ELECTRIC, DBA QUANTUM RESOURCES, INC.	ELECTRIC FACILITIES UPGRADES	N	\$74,372.00	-	-	\$74,372.00	-	03/08/2021	12/31/2021	-	Service Provider	Architecture	Jeff	Anita	03-08-21: ELECTRICAL FACILITIES UPGRADES TO PROVIDE ELECTRICAL SERVICE TO RENOVATED COMMUNICATION EQUIPMENT AND THE UNINTERRUPTABLE POWER SYSTEM (UPS) AT THE ELKO MAINTENANCE STATION, ELKO COUNTY. NV B/L#: NVD20001089973-Q PROPOSERS: QUANTUM ELECTRIC, DBA QUANTUM RESOURCES, INC., AND SILVER KNOLLS ELECTRIC
27	53220	00	SIERRA NEVADA CONSTRUCTION	REMOVE AND REPLACE CATTLE GUARD	N	\$94,007.00	-	-	\$94,007.00	-	03/11/2021	12/31/2021	-	Service Provider	District II	Jeff	Mike	03-11-21: REMOVE EXISTING 32 FOOT CATTLE GUARD, EXCAVATE AND PREPARE FOR INSTALLATION OF NEW 32 FOOT CATTLE GUARD ON FRWA 16, AT MILEPOST 0.17 HES "FR" 54+32.12, WASHOE COUNTY. NV B/L#: NVD19981009372-Q PROPOSERS: SIERRA NEVADA CONSTRUCTION, INC., A&K EARTH MOVERS, INC., Q&D CONSTRUCTION, INC., GRANITE CONSTRUCTION COMPANY, AND ROAD AND HIGHWAY BUILDERS, LLC
28	57920	00	SIMERSON CONSTRUCTION LLC	REMODEL HYDRAULICS RM 212	N	\$59,690.00	-	-	\$59,690.00	-	02/28/2021	08/31/2021	-	Service Provider	Architecture	Jeff	Anita	02-28-21: REMODELING OF HYDRAULICS ROOM 212 AT THE NDOT HEADQUARTERS ADMINISTRATION BUILDING, 1263 SOUTH STEWART STREET, CARSON CITY COUNTY. NV B/L#: NVD20151046029-Q PROPOSERS: SIMERSON CONSTRUCTION, LLC
29	07521	00	SUMMIT ENGINEERING CORP.	ELKO MAINTENANCE YARD INSPECTION	N	\$5,490.00	-	-	\$5,490.00	-	02/08/2021	07/31/2021	-	Service Provider	Architecture	Jeff	Anita	02-08-21: BUILDING INSPECTION, MATERIAL AND TESTING SERVICES FOR THE CONSTRUCTION OF NEW MODULAR BUILDING FOR ENVIRONMENTAL/COMMUNICATION NEEDS AT ELKO MAINTENANCE STATION, ELKO COUNTY. NV B/L#: NVD19781008234-S
30	57520	00	TITAN ELECTRICAL CONTRACTING, INC.	INSTALL LOOP DETECTORS	N	\$114,470.00	-	-	\$114,470.00	-	02/28/2021	12/31/2021	-	Service Provider	Traffic Information	Sondra	Bob	02-28-21: INSTALL LOOP DETECTORS FOR THE TRAFFIC INFORMATION DIVISION TO TRACK TRAFFIC COUNTS IN MULTIPLE LOCATIONS IN DOUGLAS, CARSON CITY, WASHOE, AND CHURCHILL COUNTIES. NV B/L#: NVD20071408571-Q PROPOSERS: TITAN ELECTRICAL CONTRACTING, INC., AND PAR ELECTRICAL CONTRACTORS, INC.

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
31	17019	02	REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY	ROLES AND RESPONSIBILITIES	N	\$30,000,000.00	-	-	-	\$30,000,000.00	05/20/2019	12/31/2023	03/02/2021	Cooperative	Project Management	Darin	Nick	AMD 2 03-02-21: NO COST AMENDMENT TO MODIFY THE DATES FOR DESIGN OF THE MILL STREET FUTURE CORRIDOR, AND FOR RTC TO COMPLETE NEPA, AND ACQUIRE NECESSARY PERMITS AND RIGHT-OF-WAY FOR THE SOUTH RIVER PATH. AMD 1 01-03-20: NO COST AMENDMENT TO MODIFY THE REGIONAL TRANSPORTATION COMMISSION (RTC) OF WASHOE COUNTY PAYMENT SCHEDULE FOR PHASE 1 OF THE SPAGHETTI BOWL XPRESS (SBX). 05-20-19: ESTABLISH ESTIMATED COSTS AND FUNDING, DESIGN, REVIEW, AND CONSTRUCTION ROLES AND RESPONSIBILITIES RELATED TO THE COMPLETION OF PHASE 1 OF THE ULTIMATE IMPROVEMENTS FOR SBX, WASHOE COUNTY. NV B/L#: EXEMPT
32	57117	02	UNIVERSITY OF NEVADA RENO	WATER MANAGEMENT TECHNOLOGY	N	\$298,994.00	-	-	\$298,994.00	-	04/16/2018	06/30/2022	02/08/2021	Cooperative	Stormwater	Darin	My-Linh	AMD 2 02-08-21: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 06-30-21 TO 06-30-22 TO ALLOW THE UNIVERSITY OF NEVADA, RENO (UNR) MORE TIME TO COMPLETE THE PROJECT. AMD 1 06-08-18: LANGUAGE CHANGE TO ALLOW UNOBLIGATED FUNDS FROM THE PREVIOUS FISCAL YEAR TO BE TRANSFERRED TO THE FOLLOWING FISCAL YEAR BUDGET. 04-16-18: DEVELOP AND EVALUATE ADVANCED FIELD-SCALE TECHNOLOGIES FOR COMPREHENSIVE WATER MANAGEMENT THROUGH THE NEVADA WATER INNOVATION CAMPUS, WASHOE COUNTY. NV B/L#: EXEMPT
33	03021	00	CHURCHILL COUNTY TELEPHONE	OCCUPANCY PERMIT	N	-	-	-	-	-	02/16/2021	02/28/2046	-	Facility	Right-of-Way	Darin	Craig	02-16-21: NO COST AGREEMENT FOR OCCUPANCY PERMIT UNDER PERMIT NUMBER 213108, ON STATE ROUTE 227 AT MILEPOST 0.11, ELKO COUNTY. NV B/L#: EXEMPT
34	18120	01	CITY OF FERNLEY	MANHOLE AND VALVE COVERS	N	\$73,815.17	-	\$102,623.16	-	\$176,438.33	05/08/2020	05/31/2025	02/24/2021	Facility	Right-of-Way	Darin	Craig	AMD 1 02-24-21: NO COST AMENDMENT TO INCREASE RECEIVABLE AMOUNT BY \$102,623.16 FROM \$73,815.17 TO \$176,438.33 DUE TO ADDITIONAL COSTS ENCOUNTERED DURING CONSTRUCTION ASSOCIATED WITH THE BETTERMENT OF THE CITY OF FERNLEY SEWER FACILITIES, LYON COUNTY. 05-08-20: REPLACE CITY'S FAILING SEWER MANHOLES AS PART OF THE STATE'S PROJECT, INCLUDING MILL AND FILL OF US HIGHWAY 95A IN FERNLEY AS WELL AS LIGHTING AND ADA IMPROVEMENTS, LYON COUNTY. NV B/L#: EXEMPT
35	02621	00	COX COMMUNICATIONS LAS VEGAS,	OCCUPANCY PERMIT	N	-	-	-	-	-	02/04/2021	02/28/2046	-	Facility	Right-of-Way	Darin	Craig	02-04-21: NO COST AGREEMENT FOR OCCUPANCY PERMIT UNDER PERMIT NUMBER 213085, ON STATE ROUTE 582 AT MILEPOST 25.21-25.35, CLARK COUNTY. NV B/L#: EXEMPT
36	03821	00	COX COMMUNICATIONS LAS VEGAS,	OCCUPANCY PERMIT	N	-	-	-	-	-	03/08/2021	03/31/2046	-	Facility	Right-of-Way	Darin	Craig	03-08-21: NO COST AGREEMENT FOR OCCUPANCY PERMIT UNDER PERMIT NUMBER 213178, ON STATE ROUTE 582, AT MILEPOST 22.95, CLARK COUNTY. NV B/L#: EXEMPT
37	09521	00	HOT SPOT BROADBAND, INC.	SHARING OF TELECOMMUNICATION FACILITIES	N	-	-	-	-	-	03/09/2021	03/09/2026	-	Facility	Traffic Operations	Jeff	Seth	03-09-21: NO COST AGREEMENT FOR SHARING OF TELECOMMUNICATION FACILITIES UNDER MASTER AGREEMENT NM087-21-016 FOR A SPECIFIC LOCATION BETWEEN HOT SPOT BROADBAND, INC. AND THE DEPARTMENT, STATEWIDE. NV B/L#: NVD20031540256
38	03421	00	NEVADA BELL DBA AT&T NEVADA	OCCUPANCY PERMIT	N	-	-	-	-	-	02/25/2021	02/28/2046	-	Facility	Right-of-Way	Darin	Craig	02-25-21: NO COST AGREEMENT FOR OCCUPANCY PERMIT UNDER PERMIT NUMBER 213187, ON STATE ROUTE 400, FROM MILEPOST 3.089 TO MILEPOST 3.095, PERSHING COUNTY. NV B/L#: EXEMPT
39	03121	00	NV ENERGY	DESIGN INITIATION	N	-	-	-	-	-	02/10/2021	02/28/2026	-	Facility	Right-of-Way	Darin	Craig	02-10-21: NO COST AGREEMENT FOR DESIGN OF A NEW ELECTRICAL SERVICE PEDESTAL, TO POWER THE INTERSECTION LIGHTING, AND MAY INCLUDE HIGH MAST LIGHTING ON STATE ROUTE 159 (CHARLESTON BOULEVARD), FROM HONOLULU STREET TO SACRAMENTO DRIVE, MILEPOST CL 29.45 TO MILEPOST CL 29.80, CLARK COUNTY. NV B/L#: NVD19831015840
40	39120	01	HUMBOLDT COUNTY	PROVIDE STRIPING SERVICES	N	\$125,000.00	-	-	-	\$125,000.00	01/13/2021	12/31/2026	02/09/2021	Interlocal	District III	Jeff	Mike	AMD 1 02-09-21: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 12-31-25 TO 12-31-26, ALLOWING THE AGREEMENT TO LAST FIVE (5) YEARS PER AGREEMENT TERMS. 01-13-21: FURNISH DEPARTMENT LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO PROVIDE ROADWAY CENTERLINE AND SHOULDER STRIPING ON COUNTY ROADWAYS, HUMBOLDT COUNTY. NV B/L#: EXEMPT
41	07121	00	REAGAN JOHNSON	EMPLOYEE HOUSE LEASE	N	\$4,780.00	-	-	-	\$4,780.00	02/28/2021	01/22/2025	-	Lease	District III	Jeff	Mike	02-28-21: NO COST AGREEMENT FOR EMPLOYEE LEASE OF HOUSE #245, EMIGRANT MAINTENANCE STATION, EUREKA COUNTY.
42	07021	00	WILLIAM SMITH	EMPLOYEE HOUSE LEASE	N	\$4,580.00	-	-	-	\$4,580.00	02/08/2021	02/18/2025	-	Lease	District III	Jeff	Mike	02-08-21: NO COST AGREEMENT FOR EMPLOYEE LEASE OF HOUSE #244, EMIGRANT MAINTENANCE STATION, EUREKA COUNTY. NV B/L#: EXEMPT
43	02221	00	CITY OF MESQUITE	MULTI-USE LICENSE	N	\$1,000.00	-	-	-	\$1,000.00	02/08/2021	02/28/2031	-	License	Right-of-Way	Darin	Craig	02-08-21: NO COST AGREEMENT TO GRANT OCCUPANCY AND USE OF PARCEL I-015-CL-122.925 L11, FOR LEASING THE MESQUITE VISITORS CENTER BUILDING LOCATED NEAR I-15, CLARK COUNTY. NV B/L#: NVO20161413641
44	08721	00	HOT SPOT BROADBAND, INC.	SHARING OF TELECOMMUNICATION FACILITIES	N	-	-	-	-	-	03/02/2021	03/02/2026	-	License	Traffic Operations	Jeff	Seth	03-02-21: NO COST AGREEMENT FOR NON-INTERSTATE TELECOMMUNICATIONS MASTER LICENSE AGREEMENT TO ALLOW SHARING OF TELECOMMUNICATION FACILITIES BETWEEN HOT SPOT BROADBAND, INC. AND THE DEPARTMENT, STATEWIDE. NV B/L#: NVD20031540256
45	02721	00	RENO SNF, LLC	PERMANENT EASEMENT	N	-	-	-	-	-	02/08/2021	02/28/2026	-	Right-of-Way Access	Right-of-Way	Darin	Craig	02-08-21: NO COST AGREEMENT PERMITTING THE STATE, ITS AGENTS OR CONTRACTORS TO ENTER THE REAL PROPERTY ON PARCEL NUMBER 039-162-02, WASHOE COUNTY. NV B/L#: EXEMPT
46	74519	01	ATKINS NORTH AMERICA, INC.	FULL ADMINISTRATION ON US95	Y	\$3,629,695.00	-	-	\$3,629,695.00	-	08/17/2020	02/28/2022	03/10/2021	Service Provider	Construction	Darin	Sharon	AMD 1 03-10-21: NO COST AMENDMENT TO AMEND THE SCOPE OF SERVICES AND BILLING RATES FOR ADDITIONAL INSPECTION SERVICES, MINERAL, LYON, AND CHURCHILL COUNTIES. ADDITIONAL TIME IS NOT ANTICIPATED. 08-17-20: CONSTRUCTION ENGINEERING SERVICES FOR THE FULL ADMINISTRATION OF US 95 MILL AND OVERLAY PROJECT ID60849/60918, PROJECT NO. NHP-095-5(019) AND NHP-095-5(020), MINERAL, LYON, AND CHURCHILL COUNTIES. NV B/L#: NVF19981347315-R
47	78119	01	DIVERSIFIED CONSULTING SERVICE	CREW 913 AUGMENTATION	N	\$9,351,416.44	-	-	\$9,351,416.44	-	03/16/2020	12/31/2023	03/08/2021	Service Provider	Construction	Darin	Sharon	AMD 1 03-08-21: NO COST AMENDMENT TO ADD ATTACHMENT B-1 TO UPDATE APPROVED BILLING RATES, WASHOE COUNTY. ADDITIONAL FUNDING ANF TIME IS NOT ANTICIPATED. 03-16-20: AUGMENTATION OF CREW 913 FOR OVERSIGHT OF CONTRACT 3811, SPAGHETTI BOWL XPRESS, WASHOE COUNTY. NV B/L#: NVD19901019853-R
48	39818	01	MB3, INC., DBA CIVIX	RIGHT-OF-WAY GEOGRAPHIC INFORMATION (GIS) DATASET PROJECT	N	\$3,097,000.00	-	-	\$3,097,000.00	-	08/19/2019	08/31/2022	03/05/2021	Service Provider	Information Technology	Felicia	Dave	AMD 1 03-05-21: NO COST AMENDMENT FOR LEGAL CHANGE OF COMPANY NAME FROM GCR, INC. TO MB2 DBA CIVIX. 08-19-19: RIGHT-OF-WAY GEOGRAPHIC INFORMATION (GIS) DATASET PROJECT FOR THE DELIVERY OF AND IMPLEMENTATION OF A ROW GIS LAYER FOR A FULLY FUNCTIONAL TRANSPORTATION GIS WITH ESTABLISHED ROW BOUNDARIES OR OWNERSHIP IN AN ESRI GEODATABASE FORMAT, CARSON CITY COUNTY. NV B/L#: NVF20181832110-R
49	79319	01	STANTEC CONSULTING	BRIDGE INSPECTION AND ANALYSIS	Y	\$8,102,829.03	-	-	\$8,102,829.03	-	09/04/2020	09/30/2024	02/23/2021	Service Provider	Structures	Darin	Jessen	AMD 1 02-23-21: NO COST AMENDMENT TO UPDATE ATTACHMENT D - NDOT BRIDGE INSPECTION, CATEGORICAL RATES. 09-04-20: BRIDGE INSPECTION AND ANALYSIS SERVICES, STATEWIDE. NV B/L#: NVD20101021081-R