



Department of Transportation
Board of Directors
Notice of Public Meeting
1263 South Stewart Street
Third Floor Conference Room
Carson City, Nevada
November 8, 2021 – 9:30 A.M.

AGENDA

1. Welcome / Call to Order/ Roll Call
Governor Steve Sisolak, Secretary of State Barbara Cegavske, 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 October 11, 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 Contracts over \$5,000,000—*For possible action.*
6. Consideration of Approval of Agreements over \$300,000—*For possible action.*
7. Contracts, Agreements, and Settlements—Pursuant to NRS 408.131 the Board may delegate authority to the Director which the Director may exercise pursuant to NRS 408.205. These items and matters have been delegated to the Director by the Board by resolutions in April 1990 and July 2011. —*Informational item only.*
8. Resolution of Relinquishment of Portions of SR-147 East Lake Mead Boulevard in the city of North Las Vegas, Clark County, state of Nevada – *For possible action.*
9. Review and Ratify the Selection of Kiewit Infrastructure West Co. as the Design-Builder for the I-15 Tropicana Interchange Project and Approve the Design-Build Agreement for the I-15 Tropicana Interchange Project between NDOT and Kiewit Infrastructure West Co.—*For possible action.*
10. 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.
11. 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.*
12. 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 public comments to three (3) minutes per speaker and may place other reasonable restrictions on the time, place, and manner of the public comments based upon viewpoint.
- In lieu of in-person attendance, members of the public may submit public comment utilizing NDOT's online public comment form by clicking the following link: [Public Comment Form](#).

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, or on-line Public Comment Form comments will be limited to 450 words.

- Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. If special arrangements for the meeting are necessary, please notify Rebecca Qualls at (775) 888-7440 or Rebecca.qualls@dot.nv.gov as soon as possible and at least two (2) days in advance of the meeting.
- This meeting is also expected to be available via video-conferencing at the Nevada Department of Transportation District I Office located at 123 East Washington, Las Vegas, Nevada in the Conference Room and at the District III Office located at 1951 Idaho Street, Elko, Nevada. Public comment may be provided at those locations.



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This agenda was posted at the following locations:

<https://www.dot.nv.gov/doing-business/public-involvement-information>

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

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

Nevada Dept. of Transportation
310 Galletti Way
Sparks, Nevada

Nevada Dept. of Transportation
1951 Idaho Street
Elko, Nevada

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

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

DRAFT



Nevada Department of Transportation

Board of Directors • Meeting Minutes

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9:30 A.M.

Meeting Locations:

1263 South Stewart Street
Third Floor Conference Room
Carson City, Nevada 89712

123 East Washington Avenue
Building B
Las Vegas, Nevada 89101

1. Welcome/Call to Order/Roll Call

Governor Sisolak called the meeting to order on Monday, October 11, 2021. A roll call was conducted, and a quorum was established.

Present: Governor Steve Sisolak, Secretary of State Barbara Cegavske, Controller Catherine Byrne, Member Justin Kalb, Member Stephen Ascuaga, and Member Virginia Valentine.

2. Presentation of Retirement Plaques to 25+Year Employees

Director Swallow indicated that there is one retiree named Thomas Lightfoot who spent 30 years serving the State of Nevada and NDOT and retired as a traffic safety engineer.

3. Public Comment

There was no public comment.

4. Consideration of Approval of the September 13, 2021 Nevada Department of Transportation Board of Directors Meeting Minutes. (For Possible Action)

Motion: Approval of the September 13, 2021 Nevada Department of Transportation Board of Directors Meeting Minutes

By: Controller Catherine Byrne

Vote: Passed. Barbara Cegavske abstained.

5. Receive Director's Report (Informational Item)

Director Swallow began the director's report with a discussion on safety. Director Swallow reported that from January 1 through the end of September 2021, 289 people have lost their lives on Nevada roads and that there



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have been more fatalities since the beginning of October. This is 28 percent higher than last year and equal to approximately one death per day on average. Director Swallow further indicated that Nevada traffic fatalities through the end of the week preceding the meeting have surpassed the total year-end fatalities for calendar years 2010, 2011, 2012, 2013, and 2014. Director Swallow reported that impairment and speed continue to be the biggest factors and explained that in one 72-hour period in September, eight people in Southern Nevada lost their lives on Nevada roads, four of them within a four-hour timeframe. Impairment is suspected in a crash that left one man dead and his female passenger critically injured on September 27 in Las Vegas. Director Swallow informed the Board that this month, the partners at Zero Fatalities have rolled out their final campaign of 2021, a rideshare campaign focused on impaired driving. Director Swallow explained that in the campaign, Zero Fatalities juxtaposes the typical, enjoyable rideshare, like an Uber or Lyft, with a different type of rideshare where the impaired driver is in the backseat of a police car following an arrest for DUI. Director Swallow explained that through a robust, bilingual outreach plan, creative engagement and social media, statewide news and other tools, the campaign hopes to encourage drivers to always drive sober, plan ahead, and use a designated driver or rideshare when drinking.

Director Swallow next provided an update on the advisory working group for sustainable funding. Director Swallow reported that in the September meeting, an in-depth discussion took place around how other states are funding their transportation systems, as well as a detailed review of Nevada's revenue sources for its program. Director Swallow indicated that after discussion the state of transportation electrification in the nation as a whole, next came a discussion identifying transportation revenue principles to guide the evaluation and selection of sustainable funding mechanisms that would best suit Nevada. These guiding principles included concepts laid out in AB 413 that formed the group, including mobility for all, equity, and greenhouse gas emissions. Director Swallow further indicated that guidelines regarding revenue, diversification, efficiency, ease of compliance, near-term sufficiency, long-term viability, transparency, and flexibility were discussed. Director Swallow informed the Board that the group will meet again on November 9 and review how Nevada's current transportation taxes and fees perform against its guiding principles. In addition, the group will also review two transportation funding models as directed by the legislature: Utah's new road users' charge; a concept proposed by the National Resources Defense Council that would apply different per-mile rates based on a vehicle's miles per gallon. Director Swallow indicated that the group is optimistic that this study will help identify a path forward to ensure long-term viability of the state highway fund.

Director Swallow informed the Board that NDOT is continuing to track the Investing in Infrastructure and Jobs Act (IIJA), which was not passed by the end of the federal fiscal year on September 30. As a result, the highway



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fund and all the authorizing language lapsed for a day before a continuation of authorizing language was enacted through the end of October. Director Swallow indicated that the goals of IJA align with the state's goals of preserving infrastructure, environmental sustainability, inclusion of extensive support for electric vehicle charging networks, and bridge preservation. Director Swallow indicated that NDOT will continue to keep the Board up to date and will continue to work closely with federal legislators to ensure the passage of this bill or, at the very least, longer term extensions as it is difficult to deliver a five-year program on a 30-day extension.

Director Swallow next updated the Board on COVID-19 relief funding. Director Swallow reminded the Board that at the end of 2020, NDOT received \$70 million of the state's \$90 million allocation. As such, NDOT held onto that funding to ensure that all federal funding was obligated first, after which NDOT competed for August redistribution funding, and once that funding was received, NDOT was able to apply some of the COVID relief funding to ensure that Phase 3 of the I-15 North widening project from Speedway to Garnet was able to be delivered, a project with an estimated total cost of between \$71 and \$85 million, of which over \$48 million was funded by COVID relief money. Director Swallow further indicated that NDOT is being sure to leverage all other federal funding to maximize the program.

Director Swallow next discussed the winter weather beginning to arrive in Northern Nevada. NDOT is preparing to keep roads clear when the snow starts by hiring temporary maintenance workers to help with snowplow and anti-icing operations as well as highway emergency response and other duties. Director Swallow indicated that NDOT is accepting applications through Friday, October 15 for positions across the state. Director Swallow explained that NDOT generally begins annual winter preparation in the early fall by readying snowplows and other pieces of snow and ice equipment for use in snow removal across Nevada. Director Swallow also indicated that permanent highway maintenance positions are always available across the state, so interested individuals need not wait to apply for a winter maintenance job. Director Swallow indicated that NDOT maintenance professions perform nearly 100 different types of tasks, including snow, ice, and debris removal, roadway patching, sweeping slope enhancements, and more to help keep travelers on Nevada roadways safe and connected.

Director Swallow next provided an update on the impact of NDOT on the workforce in Nevada. Director Swallow indicated that this is typically done on a monthly basis and then closed out at the end of the federal fiscal year. In the fiscal year that ran from 10/2020 through 09/2021, NDOT supported a total of 4,207 job years. For FY '22, in this first agenda of the new fiscal year, nearly 4,000 job years will be supported if everything on today's agenda is approved.



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Controller Catherine Byrne asked if Uber, Lyft, taxis and other alternate transportation options for the impaired are up to a level where they can support the need, citing the possibility of a rideshare service taking an hour and a half to arrive.

Director Swallow indicated that she is not privy to the full staffing information of Uber and Lyft, but did indicate her personal experience of struggling to find a rideshare back in the spring, whereas this is no longer an issue at present. Director Swallow next discussed the importance of personal responsibility of planning ahead to ensure that a rideshare or cab will be available prior to imbibing, and if not, perhaps a designated driver or another sober friend/driver might be a better option. Director Swallow indicated that this is a part of the problem, but not the entire problem.

Controller Byrne concurred and asked about the public awareness and outreach to the public regarding the seriousness of this problem this year.

Director Swallow indicated that the Nevada Office of Traffic Safety has been doing campaigns throughout the year, and this is the campaign aimed for this fall. Director Swallow also discussed Nevada Office of Traffic Safety's Public Information Officer, Andrew Bennet, out in the media discussing the challenge of this particular issue this year.

Controller Byrne concurred that this issue does in many ways come back to individual responsibility and indicated her hope that these statistics improve towards the end of the year.

Governor Sisolak asked about the status of employee vaccination percentages and progress.

Director Swallow indicated that while NDOT's headquarters campus is at over 70 percent, the department is still continuing weekly testing where the threshold has not been reached, and is performing progressive discipline when there are team members out of compliance.

Governor Sisolak asked for a report at next month's meeting, indicating that he would like the state to serve as an example, especially if the private sector is expected to step up.



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

Director Swallow indicated that there are two agreements for the Board's approval. The first is for HDR Engineering to help NDOT with the design services for safety improvements along Sahara from Rainbow to I-15. Director Swallow explained that this is a project that has been extensively coordinated with the city of Las Vegas as well as with the county. The second is an amendment to an existing agreement with Geotechnical and Environmental Services, who currently provide construction support on projects in District 3, the northern part of the state. This amendment is for additional funds to help support the remainder of the 2021 as well as the 2022 construction season.

Motion: Approval of Contracts over \$300,000
By: Member Justin Kalb
Vote: Passed unanimously

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

Pursuant to NRS 408.131, the board may delegate authority to the director, which a 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.

Director Swallow informed this is an information item only.

8. ABD 20-05 -- Resolution of Abandonment of a portion of Material Site LN 02-05 lying along US-93 in Lincoln County, State of Nevada

Director Swallow explained that NDOT has an easement to mine gravel from this piece of land. The underlying property owner when the easement was achieved was the BLM, who has since sold that land to another private owner who has requested that NDOT relinquish its rights to those 10 acres out of 120.

Motion: Approval of ABD 20-05 – Resolution of Abandonment of a portion of Material Site LN 02-05 lying alone US-93 in Lincoln County, State of Nevada
By: Member Virginia Valentine



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Vote: Passed unanimously

9. ABD 20-09 -- Resolution of Abandonment of portions of highway right-of-way along SR-400 in Pershing County, State of Nevada (For Possible Action)

Director Swallow explained that NDOT had a right-of-way for their roadway of 200 feet on either side of the center line. The BLM has since sold the land to a private owner, who has requested that NDOT relinquish 70 feet on one side and 100 feet on the other for the owner to have better use of their property.

Motion: Approval of ABD 20-09 -- Resolution of Abandonment of portions of highway right-of-way along SR-400 in Pershing County, State of Nevada

By: Member Virginia Valentine

Vote: Passed unanimously

10. Resolutions of Relinquishment of Portions of SR-159 Charleston Boulevard, SR-582 Fremont Street, and SR-589 Sahara Avenue, in the city of Las Vegas, Clark County, State of Nevada (RT 15-01 A1 through RT 15-01 A7)

Director Swallow explained that this is a relinquishment to the city of Las Vegas of these three corridors, in exchange for which NDOT previously received Summerlin Parkway.

Multiple members of the Board thanked Director Swallow and her staff for their efficiency in briefing the members of the Board ahead of time on items of this nature, thus allowing the Board to move quickly through these items during meetings.

Governor Steve Sisolak wanted to thank Director Swallow for answering all his questions during his briefing and he appreciates having those questions answered efficiently.

Controller Catherine Byrne added that NDOT staff is very helpful at providing information.

Secretary of State Barbara Cegavske wanted to echo the sentiments of Governor Sisolak and thank the Director for getting her up to speed for this meeting.



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Motion: Approval of Resolutions of Relinquishment of Portions of SR-159 Charleston Boulevard, SR-582 Fremont Street, and SR-589 Sahara Avenue, in the city of Las Vegas, Clark County, State of Nevada (RT 15-01 A1 through RT 15-01 A7)
By: Controller Catherine Byrne
Vote: Passed unanimously

11. Review and Ratify the Selection of Kiewit Infrastructure West Co. as the Design-Builder for the I-15 Tropicana Interchange Project (NDOT Project #3855DB) and Approve the Design-Build Agreement for the I-15 Tropicana Interchange Project between NDOT and Kiewit Infrastructure West Co.

Nick Johnson, NDOT Project Management, provided the Board with a brief presentation on the review and ratification or selection of the design-build proposer and the approval of the design-build agreement for the I-15 Tropicana design-build interchange. Mr. Johnson reiterated that the selection process for this project follows NRS 408 and the Pioneer Program Guidelines. Additionally, as part of the process, a stipend of \$350,000 will be awarded to the unselected responsive proposer(s). Mr. Johnson reminded the Board that Kiewit Infrastructure West had the highest combined score of both the technical and price component, with agreement terms that closely mirror the technical provisions of the RFP, which has been updated to include all the proposal commitments that Kiewit had in the contract through Appendix 12. Mr. Johnson indicated that the contract price is a lump sum price of approximately \$305 million. Mr. Johnson explained that through Kiewit's design innovations and their alternative technical concepts, they're able to reduce many of the project impacts such as lane closures, business access during construction, utility impacts, as well as enhance the pedestrian movements both during construction and with design.

Nick Johnson indicated regarding construction and schedule, Kiewit achieves substantial completion in the fourth quarter of 2024, which is three months sooner than noted in the RFP, but more significantly, Kiewit was able to reduce 640 days' worth of lane closures cumulatively as compared to the allowable closures in the RFP, amounting to almost \$140 million of benefit and value given back to the traveling public with the reduction in closures. Mr. Johnson explained that Kiewit additionally proposed to build the active traffic management signs early in the project, which allows for management of traffic well in advance of the construction work zone. In addition, due to Kiewit's proactive approach to communication and public outreach, there were no surprises with the businesses, the key stakeholders, or the community in the surrounding area.



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Nick Johnson indicated that during procurement, the department and the Southern Nevada Buildings and Trades Union worked collaboratively to develop and execute the PLA, which all of the unions have signed, so the PLA is now ready to go. Mr. Johnson highlighted some of the benefits of the project including improvement of overall safety for all users on the road, including pedestrians, as well as a safer connection to the west side of I-15, and improved travel time and reliability through the corridor on Tropicana and on I-15. Mr. Johnson estimated approximately \$560 million of total benefit being given to the public as a result of this project along with 3,900 created job years and support of the current and future development of the resort corridor. Mr. Johnson concluded his presentation by reminding the Board of two items for possible action today, one being the ratification and selection of Kiewit Infrastructure West as the design-builder for the project, the other being the approval of the design-build agreement.

Public Comment for Item 11

Craig Madole, CEO of Nevada AGC, encouraged the Board to favorably consider staff's recommendation on this project. Mr. Madole further indicated that today's presentation is a culmination of many collaborative efforts between industry and NDOT. Mr. Madole further indicated that if this isn't awarded, he worries that the industry would not invest in the resources needed to participate in future design-build proposals.

Bill Wellman, Las Vegas Paving, reiterated his concerns about comparisons of the project, citing the best value and the good stewardship of taxpayer dollars. Mr. Wellman explained that engineers' estimates can be used for many things, but the primary one is the allocation of funding. As such, Mr. Wellman indicated that regardless of funding sources, it is erroneous to consider awarding a project 36 percent over the engineers' estimates, even if using COVID funds as a benefit from the state. Mr. Wellman explained that if this was a bid-build project, it would not be consistent, and indicated that in this particular process, other bids were received that were significantly less than the \$305 million submitted by Kiewit. Mr. Wellman indicated that rather than create 36 percent more jobs, this robs from the funding that other projects would have had. Mr. Wellman further opined that the reality is that in any business, private or public, spending \$80 million extra to save 50 is the direct line to insolvency. Mr. Wellman further expressed his concern that with few published exceptions, this project has been confidentially held and further indicated that if not for the ATCs being accepted, if this was comparison-based on the baseline technical concept that NDOT had, this proposal would be 47 percent over the engineer's estimate. Mr. Wellman challenged line items on the proposal, for example, item number 10 showing the elimination of the bridge structure for Dean Martin Drive, and item 11 minimizing the elevation of Tropicana Avenue, indicating that these have no values attached to them. In addition, Mr. Wellman indicated that the



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schedule is 29 days longer than that of the second proposer and 14 days shorter than what the DQ proposal was. Mr. Wellman also pointed out that schedule is insignificant compared to the cost savings to the taxpayer. Moreover, Mr. Wellman indicated that NDOT staff reported on a \$1.1 billion annual budget at the American Public Works Conference, a \$560 million-plus annual shortfall, plus \$90 million in rural shortfall, which Mr. Wellman opined can never be rectified if this kind of money continues to be erroneously spent. For all these reasons, Mr. Wellman encouraged the Board to protect the taxpayers' best interest and not award this project at such an over budget and egregious price.

Scott Kreeger, Senior Vice President of Development, Station Casinos, reminded the Board that 30 days earlier, Station Casinos had expressed great concerns regarding the traffic issues and design of the interchange. Mr. Kreeger referred to concerns expressed back in 2018, well before the NEPA process and indicated that in a meeting with Kiewit the previous week, it was identified that Station Casino's 2018 intended use recommendations were never considered in the NEPA process. Mr. Kreeger explained that Kiewit had been asked regarding solutions to any of Station Casinos' recommendations, to which Kiewit responded that they had never seen the documents before. As such, Mr. Kreeger expressed concern that it was represented to Station Casinos that both Kiewit and NDOT had spent a good deal of time doing engagement with the stakeholders, one of whom is Station Casinos. Mr. Kreeger indicated that Station Casinos would like to have a fair engagement of their concerns with some solutions tied to that engagement, and as such, would like to ask the Board to consider an additional 30 days to work with Kiewit and potentially reach solutions that can work for both sides and benefit the taxpayers.

Governor Sisolak asked Director Swallow for an explanation regarding why Station Casinos' documents submitted prior to NEPA had been disregarded.

Director Swallow explained her understanding that throughout the process, multiple site plans have been submitted by Stations Casinos, and that NDOT must use the RTC model. Director Swallow deferred to Nick Johnson for what was in place at the time of Station Casinos' submissions.

Governor Sisolak asked Nick Johnson if NDOT had considered the material from Station Casinos in 2018 and expressed his concern that Station Casinos is representing that they were not involved in the discussion and that their concerns weren't considered.



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Nick Johnson indicated that NDOT did have and considered the information and had met with Station Casinos multiple times. Mr. Johnson explained that accommodations for certain access points along Dean Martin had been made for future development plans. Mr. Johnson further indicated that three weeks ago was the first time NDOT had received traffic numbers from the representatives at Station Casinos, and that the model had been based on land-use planning that was in the Trans-CAD model.

Governor Sisolak asked for confirmation from Scott Kreeger as to when NDOT was given the traffic models from Station Casinos.

Scott Kreeger confirmed that the traffic models were provided to NDOT three weeks ago and clarified that he was referencing the fact that NDOT did not use Station Casinos' intended use for the parcel in their consideration, meaning that they looked at the intended use "industrial" versus "H1."

Nick Johnson explained that NDOT did use the "H1 limited resort modeling" in the traffic numbers.

End of Public Comment for Item 11

Governor Sisolak explained that this is an important project if it moves forward as it will provide a lot of jobs and a lot of tax revenue. The Governor further indicated the importance of making every possible accommodation to assure the viability of the project and indicated his concern and asked for clarification regarding Kiewit's participation in the discussion regarding the one piece with the left-turn access about which everyone is concerned and seems to have found no solution.

Nick Johnson indicated that this is correct, and that Kiewit was brought into the discussion the previous week.

Governor Sisolak expressed hope that NDOT, Kiewit, and Station Casinos could solve this situation with a 30-day delay. The Governor next requested that the parties involved get together and try to come up with a solution so that this topic can be brought back again at the next meeting. The Governor explained his support for the job creation provided by this project, and also expressed the importance of assuring that the property has every opportunity to move forward and have the viability suggested.

Virginia Valentine indicated the importance of this project and indicated her support of holding this for 30 days were the governor to make a motion.



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Member Justin Kalb asked if delaying the project 30 days would impact anything other than the completion.

Director Swallow indicated that it could impact the completion but did not believe there would be other impacts. Director Swallow further indicated her uncertainty about being able to achieve a resolution on the connector road access.

Governor Sisolak encouraged all members to approach this meeting with the idea that a solution can be reached.

Member Stephen Ascuaga supported the 30-day extension and Board Member involvement for a solution. He asked if this needed to be ratified.

Director Swallow stated it did not need to be ratified as Kiewit was not currently under contract or any sort of agreement and anything done is at risk to them alone.

Chris Koenig, Kiewit, indicated Kiewit's commitment to finding solutions, options and ideas, but cautioned that it is unlikely that an engineered solution could be provided in 30 days. Nonetheless, Mr. Koenig indicated his willingness to form a task force and begin working toward a solution with NDOT and Station Casinos.

Motion: Hold item number 11 until the next meeting, before which time NDOT staff will work with stakeholders, specifically Station Casinos, and Kiewit to find an acceptable path forward.

By: Member Virginia Valentine

Vote: Passed unanimously

12. Public Comment

This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three (3) minutes. Receive information from legal counsel regarding potential and existing litigation involving a matter over which

There was no further public comment.



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13. Executive Session

Receive Information from legal counsel regarding potential and existing litigation involving a matter over which the Transportation Board of Directors has supervision, control, jurisdiction, or advisory power and to deliberate toward a decision on the matter (Note: This item may be closed to the public pursuant to NRS 241.0115(3)(b)(2) in order to discuss legal matters.)

There was no executive session in this meeting.

14. Adjournment (For Possible Action)

The October 11, 2021 Nevada Department of Transportation Board of Directors Meeting was adjourned.



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

MEMORANDUM

October 28, 2021

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: November 8, 2021 | Transportation Board of Directors Meeting

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

Summary:

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

Background:

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

The attached construction contracts constitute all contracts over \$5,000,000 for which the bids were opened and the analysis completed by the Bid Review and Analysis Team and the Contract Compliance section of the Department from September 10, 2021 through October 7, 2021.

Analysis:

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

List of Attachments:

- A. State of Nevada Department of Transportation Contracts for Approval, September 10, 2021 through October 7, 2021.

MEMORANDUM
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Recommendation for Board Action:

Approval of the contracts listed on Attachment A.

Prepared by:

Administrative Services Division

Attachment

A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION
CONTRACTS FOR APPROVAL
September 10, 2021, through October 7, 2021**

1. September 23, 2021 at 1:30 PM the following bids were opened for Contract **3891**, Project No. NHP-050-3(012), on US 50, downtown Fallon from 0.01 miles East of Allen Road to Rio Vista Road, in Churchill County, for coldmill and place plantmix bituminous surface with open grade and ADA improvements.

Q & D Construction LLC	\$6,500,000.00
Road and Highway Builders LLC	\$7,393,393.00
Sierra Nevada Construction, Inc.	\$7,446,007.00
Granite Construction Company.....	\$8,086,086.00
Engineer's Estimate	\$5,076,791.83

The Director recommends award to Q & D Construction LLC in the amount of \$6,500,000.00.

Line Item 1



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

MEMORANDUM
Administrative Services

October 13, 2021

To: Kristina Swallow, P.E., Director
Sajid Sulahria, Assistant Director, Engineering
Jenica Keller, Assistant Director, Operations

From: Cori Brennan, Management Analyst – Administrative Services 

Subject: Concurrence in Award for Contract No. 3891, Project No. NHP-050-3(012), on US 50, downtown Fallon from 0.01 miles East of Allen Road to Rio Vista Road, in Churchill County, described as coldmill and place plantmix bituminous surface with open grade and ADA improvements. The Engineer's Estimate is \$5,076,791.83.

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

Bid proposals were opened on September 23, 2021. A & K Earth Movers, Inc. was the apparent low bidder at \$6,434,000.00 and they submitted a properly executed proposal, bid bond and anti-collusion affidavit. The second low bidder is Q & D Construction LLC with a bid of \$6,500,000.00

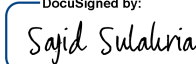
The External Civil Rights office recommended rejecting the low bidder, A & K Earth Movers, Inc. based on the following concerns: The apparent low bidder, A & K Earth Movers, Inc., was non-responsive and failed to submit all required documentations to meet their DBE goal.


The BRAT co-chairs have provided their recommendation to award to Q & D Construction LLC. The project is Federally funded; required 4.20% DBE participation; and is not subject to State Bidder Preference provisions.

The subcontractor and supplier listings submitted by Q & D Construction LLC have been reviewed and confirmed by Contract Services. The DBE information submitted by Q & D Construction LLC has been reviewed and certified by the External Civil Rights office. Q & D Construction LLC has met the required DBE participation with a 4.21% commitment. The bid is above the Engineer's Estimate Range, and a copy of the Unofficial Bid Results report is attached for your reference.

Your concurrence in award of this contract by endorsement hereon is respectfully requested. Upon receipt, a packet will be prepared to obtain Transportation Board approval of the award at the November 8, 2021 meeting.

Concurrence in award:

DocuSigned by:

53BEA92260D14C4...
Sajid Sulahria, Assistant Director

DocuSigned by:

D4A618F26D9B447...
Jenica Keller, Assistant Director

DocuSigned by:

C4B612FC2C154F9...
Kristina Swallow, P.E., Director

- Attachments:
Unofficial Bid Results
DBE Sub Approval
Approval to Reject Low Bidder
BRAT Summary Report



Nevada Department of Transportation
Unofficial Bid Results
 September 23, 2021

Contract Number: 3891 Designer: Curtis Hartzell Senior Designer: Curtis Hartzell Estimate Range: R25 (\$4,600,000.01 to \$5,500,000) Project Number: NHP-050-3(012)	Bid Opening Date and Time: 9/23/2021 1:30 PM Liquidated Damages: \$4,700.00 Working Days: 120 District: DISTRICT 2
--	---

County: Churchill
Location: US 50, downtown Fallon from 0.01 miles East of Allen Road to Rio Vista Road
Description: coldmill and place plantmix bituminous surface with open grade and ADA improvements

	Actual Bid
Apparent Low Bidder: A & K Earth Movers, Inc.	<u>\$6,434,000.00</u>
Apparent 2nd: Q & D Construction LLC	<u>\$6,500,000.00</u>
Apparent 3rd: Road and Highway Builders LLC	<u>\$7,393,393.00</u>

Bidders:	Actual Bid Amount
1 A & K Earth Movers, Inc. 515 Windmill Dr Fallon, NV 89406 (775) 423-6085	\$6,434,000.00
2 Q & D Construction LLC 1050 South 21st Street Sparks, NV 89431 (775) 786-2677	\$6,500,000.00
3 Road and Highway Builders LLC 175 Salomon Circle Ste #103 Sparks, NV 89434 (775) 852-7283	\$7,393,393.00
4 Sierra Nevada Construction, Inc. PO Box 50760 Sparks, NV 89435 (775) 355-0420	\$7,446,007.00
5 Granite Construction Company 585 West Beach Street Watsonville, CA 95076 (831) 724-1011	\$8,086,086.00



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

MEMORANDUM
Contract Compliance

October 7, 2021

To: Doug Benamati, Deputy Chief – Administrative services

From: Paulita De La Cruz, DBE Specialist

DocuSigned by:

9A647C8047694B9...

Subject: NDOT Bidder DBE Information – Contract no. 3891, US 50, downtown Fallon from 0.01 miles East of Allen Road to Rio Vista Road, in Churchill County; Coldmill and place plantmix bituminous surface with open grade and ADA improvements

Apparent low bid: \$6,500,000.00

The DBE information for T and S DVBE, Inc., Great Basin Water Supply, LLC, Mapca Surveys, Inc., and Las Vegas Lighting Inc., submitted by the apparent low bidder, Q & D Construction, LLC, has been received by the DBE Program office and we have concluded:

T and S DVBE, Inc., Great Basin Water Supply, LLC, Mapca Surveys, Inc., and Las Vegas Lighting Inc. all hold active State of Nevada business licenses and are Nevada certified DBE firms. All firms are clear of State disqualification and Federal exclusion.

The DBE goal of 4.20% has been met with a 4.21% DBE committed participation by the apparent low bidder, Q & D Construction, LLC.

The DBE firms are approved for this contract.

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




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MEMORANDUM
Administrative Services

October 12, 2021

To: Kristina Swallow, P.E., Director

From: Cori Brennan, Management Analyst 

Subject: **Approval to Reject Low Bidder** Contract No. 3891, Project No. NHP-050-3(012), on US 50, downtown Fallon from 0.01 miles East of Allen Road to Rio Vista Road, in Churchill County, described as, coldmill and place plantmix bituminous surface with open grade and ADA improvements. Engineer's Estimate \$5,076,791.83

This memo is to issue approval to reject the low bidder.

Bid proposals were opened on September 23, 2021. A & K Earth Movers, Inc. is the apparent low bidder at \$6,434,000.00. The second low bidder is Q & D Construction LLC with a bid of \$6,500,000.00.

The External Civil Rights office recommends rejecting the low bidder, A & K Earth Movers, Inc. on Contract 3891 based on the following concerns:

The apparent low bidder, A & K Earth Movers, Inc., was non-responsive and failed to submit all required documentations to meet their DBE goal.

The project is Federally funded, required 4.20% DBE participation, and is not subject to State Bidder Preference provisions.

Your approval to reject the low bidder, A & K Earth Movers, Inc. by endorsement hereon is respectfully requested. Upon receipt, the bid will be rejected, notification will be sent to all interested parties.

Approval to reject:

DocuSigned by:

C4B612FC2C1E4FB
Kristina Swallow, P.E., Director

Copy Sent to:

Sajid Sulahria, Assistant Director, Engineering
Jenica Keller, Assistant Director, Operations



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

MEMORANDUM
Contract Compliance

October 7, 2021

To: Doug Benamati, Deputy Chief – Administrative services

From: Paulita De La Cruz, DBE Specialist

DocuSigned by:

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Subject: Rejected NDOT Bidder DBE Information - Contract no. 3891, US 50, downtown Fallon from 0.01 miles East of Allen Road to Rio Vista Road, in Churchill County; Coldmill and place plantmix bituminous surface with open grade and ADA improvements

Apparent low bid: \$6,434,000.00

The DBE information for Great Basin Water Supply, Inc, T and S DVBE, Inc., Mapca Surveys Inc., T K Blackburn Trucking, Benson Construction & Trucking Inc, and K & K Construction Supply, submitted by the apparent low bidder, A & K Earth Movers, Inc., has been received and reviewed by the DBE Program office.

The apparent low bidder, A & K Earth Movers, Inc., was non-responsive and failed to submit all required documentations.

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



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

MEMORANDUM
Administrative Services

October 11, 2021

To: Doug Benamati, Deputy Chief - Administrative Services

From: Bid Review and Analysis Team

Subject: BRAT Summary Report for Contract No.: #3891

The Bid Review and Analysis Team (BRAT) met on October 5, 2021 to discuss bids for the above referenced contract. The following were in attendance:

Darin Tedford, Deputy Director
Sajid Sulahria, Assistant Director, Engineering
Samantha Dowd, Professional Engineer
Tonia Andree, Professional Engineer
Ryan Bennett, Associate Engineer
Cori Brennan, Management Analyst
Aron Chan, Associate Engineer
Kimberly Diegle, Professional Engineer
Steven Hale, Professional Engineer
Scott Harrill, Associate Engineer
Curtis Hartzell, Associate Engineer
Andrew Lawrence, Professional Engineer
Eric Macgill, Associate Engineer
Kevin Maxwell, Professional Engineer
Roshelle Olson, Associate Engineer
Shawn Paterson, Professional Engineer
Joel Read, Associate Engineer
Pedro Rodriguez, Professional Engineer
Michael West, Associate Engineer

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

The apparent lowest bidder, A & K Earth Movers, Inc., did not meet the required DBE Goal for this contract. As a result, the BRAT also reviewed the bid submitted by the second lowest responsive bidder, Q & D Construction LLC. The second low bidder, Q & D Construction LLC, submitted a bid which is 128% of the Engineer's Estimate. The BRAT recommends award of this contract.

Submitted:
DocuSigned by:

Samantha Dowd

Samantha Dowd, Assistant BRAT Co-Chair

DocuSigned by:

Steve Hale

Steven Hale, Assistant BRAT Co-Chair

cc: Scott Hein, BRAT Co-Chair
Sam Lompa, BRAT Co-Chair
Attendees

Dennis Gallagher, Legal
Design Admin

Bid Tabulation September 23, 2021

Item No.	Quantity	Unit	Description	Engineer's Estimate		A & K Earth Movers, Inc.		Q & D Construction LLC		Road and Highway Builders LLC		Sierra Nevada Construction, Inc.		Granite Construction Company	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Totals:					\$5,076,791.83		\$6,434,000.00		\$6,500,000.00		\$7,393,393.00		\$7,446,007.00		\$8,086,086.00

Price Sensitivity September 23, 2021

Contract No.: 3891
Project No.: NHP-050-3(012)
Project Id: 60750
County: Churchill
Range: R25 \$4,600,000.01 to \$5,500,000
Working: 120

RE: Samuel Thompson
Designer: Curtis Hartzell

Engineer's Estimate	A & K Earth Movers, Inc.	Q & D Construction LLC	Diff. Between Low & 2nd	Diff Between EE & Low	Low Bid % of EE
\$5,076,791.83	\$6,434,000.00	\$6,500,000.00	\$66,000.00	\$1,357,208.17	127%

Item No.	Quantity	Unit	Description	Engineer's Est. Unit Price	Low Bid Unit Price	2nd Low Bid Unit Price	Qty Chg Req'd to Chg Bid Order	% Change in Qty Req'd	Low % of EE	Significantly Unbalanced	Price & Quantity Check Comments
2020935	2570.4	CUYD	REMOVAL OF COMPOSITE SURFACE	\$70.00	\$183.00	\$200.00	-3,882.35	-151%	261%	Yes	EE Low; more work than estimated, the Contractor may be anticipating possible quantity overruns; QTY OK
2020990	91704	SQYD	REMOVAL OF BITUMINOUS SURFACE (COLD MILLING)	\$2.80	\$2.90	\$2.65	264,000.00	288%	104%	No	EE OK / QTY OK
2021287	65021	LINFT	GRINDING FOR PAVEMENT MARKINGS	\$0.85	\$1.45	\$1.30	440,000.00	677%	171%	Yes	EE OK / QTY OK
2030360	4047	SQYD	BASE PREPARATION	\$4.50	\$13.00	\$1.00	5,500.00	136%	289%	Yes	EE OK/ QTY OK
3020140	1304	CUYD	TYPE 1 CLASS B AGGREGATE BASE	\$75.00	\$176.00	\$60.00	568.97	44%	235%	Yes	EE OK / Qty should have been 1380 CUYD
4020100	4463.7	SQYD	PLANTMIXING MISCELLANEOUS AREAS	\$13.00	\$42.00	\$12.00	2,200.00	49%	323%	Yes	EE OK / QTY OK
4020180	12817	TON	PLANTMIX SURFACING (TYPE 2) (WET)	\$110.00	\$108.00	\$110.00	-33,000.00	-257%	98%	No	EE OK / QTY OK
4030110	3520	TON	PLANTMIX OPEN-GRADED SURFACING (3/8-INCH) (WET)	\$135.00	\$121.00	\$145.00	-2,750.00	-78%	90%	No	EE OK / QTY OK
6090260	48	EACH	ADJUSTING MANHOLE COVERS (METHOD B)	\$1,100.00	\$1,200.00	\$1,500.00	-220.00	-458%	109%	No	EE OK / QTY OK
6091772	79	LINFT	42-INCH PIPE LINER	\$350.00	\$850.00	\$860.00	-6,600.00	-8354%	243%	Yes	EE OK; Price data limited for specialty work / QTY OK
6130130	147.3	SQYD	DETECTABLE WARNINGS	\$360.00	\$357.00	\$740.00	-172.32	-117%	99%	No	EE OK / QTY OK
6130780	1373	LINFT	CLASS AA CONCRETE CURB AND GUTTER (TYPE 1)	\$41.00	\$74.00	\$57.00	3,882.35	283%	180%	Yes	EE OK / QTY OK
6130830	3816	LINFT	CLASS AA CONCRETE CURB AND GUTTER (TYPE 5)	\$34.00	\$65.00	\$55.00	6,600.00	173%	191%	Yes	EE OK / QTY OK
6131140	3447.2	SQYD	CLASS AA CONCRETE SIDEWALK (4-INCH)	\$50.00	\$80.00	\$107.00	-2,444.44	-71%	160%	Yes	EE OK / QTY OK
6131270	2395.6	SQYD	CLASS AA CONCRETE DRIVEWAY (6-INCH)	\$60.00	\$110.00	\$126.00	-4,125.00	-172%	183%	Yes	EE OK / QTY OK
6131300	773.5	SQYD	CLASS AA CONCRETE DRIVEWAY (9-INCH) (REINFORCED)	\$148.00	\$205.00	\$200.00	13,200.00	1707%	139%	No	EE OK / QTY OK
6131430	1231.8	SQYD	CLASS AA CONCRETE RAMP (4-INCH)	\$105.00	\$152.00	\$175.00	-2,869.57	-233%	145%	No	EE OK / QTY OK
6231820	1017	LINFT	3-INCH CONDUIT	\$21.00	\$55.00	\$50.00	13,200.00	1298%	262%	Yes	EE OK / QTY OK
6240140	120	DAY	TRAFFIC CONTROL SUPERVISOR	\$825.00	\$800.00	\$1,150.00	-188.57	-157%	97%	No	EE OK / QTY OK
6250490	1	LS	RENT TRAFFIC CONTROL DEVICES	\$280,000.00	\$131,000.00	\$201,911.71	N/A	N/A	47%	Yes	EE OK / QTY OK
6270190	652.19	SQFT	PERMANENT SIGNS (GROUND MOUNTED) (METAL SUPPORTS)	\$80.00	\$173.00	\$157.75	4,327.87	664%	216%	Yes	EE Low; esitmte did not anticipate the need for special brackets for pole mounted signs. / QTY OK
6280120	1	LS	MOBILIZATION	\$280,530.67	\$509,011.58	\$600,000.00	N/A	N/A	181%	Yes	Fixed Percentage 6%
6341030	7581	LINFT	THERMOPLASTIC PAVEMENT MARKING (24-INCH SOLID)	\$9.25	\$11.00	\$10.00	66,000.00	871%	119%	No	EE OK / QTY OK
6341060	5522.5	SQFT	THERMOPLASTIC PAVEMENT MARKING (VARIES)	\$10.50	\$11.00	\$10.00	66,000.00	1195%	105%	No	EE OK / QTY OK
6500390	11	EACH	METER BOX ASSEMBLY	\$1,250.00	\$4,600.00	\$2,000.00	25.38	231%	368%	Yes	EE OK / QTY OK

Additional Comments: The Bid Review Analysis Team has reviewed and checked the engineer's estimate and quantities; one bid item error was included in the engineer's estimate. Bid item 3020140 Type 1 Class B Aggregate Base quantity should have been 1380 CUYD not 1304 CUYD, difference of 76 CUYD. A&K has not met the DBE Goal required for this contract. As a result, the Bid Review Analysis Team also reviewed the bids submitted by the second low bidder. All other prices and quantities have been verified. Recommend to Award to Q & D.

Purpose and Need of Project: This project is located on US 50- Williams Avenue in Fallon Nevada. The purpose and need for this project is to preserve the existing pavement on US 50 while updating concrete ADA features such as sidewalk, curb ramps, and driveways. The project will be restriping portions of US 50 to include a two-way-left-turn-lane and to remove a lane drop at Sherman Road. The project will also install a school zone flashing beacon system to provide more awareness and a safer environment near the elementary school.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

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

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Business Entity Type (Please select one)

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

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

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

600

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

Q&D Construction LLC

5. Corporate/Business Entity Street Address:

Street Address: 1050 S 21st Street	Website: www.qdconstruction.com
City, State and Zip Code: Reno, NV 89431	Point of Contact Name: Jeff Bean
Telephone and Fax No. 7753026474	Email: jbean@qdconstruction.com

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

Street Address:	Website:
City, State and Zip Code:	Point of Contact Name:
Local Telephone and Fax No. 7753026474	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)
Lance SEimenko	President	22
Mike Dianda	Partner	20
Chris Dianda	Partner	20
Jeff Bean	VP	11
Kevin Linderman	VP	11
Duane Boreham	VP	8
Toby Basta	Partner	8

*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 liability companies, partnerships, limited partnerships, and professional corporations.

DISCLOSURE OF RELATIONSHIP FORM

This section is not required for publicly-traded corporations

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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

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

Yes No


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

Yes No

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

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

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


DocuSigned by:

 Lance Semenko
 Signature
 Print Name
 10/14/2021
 Date
 Title

For NDOT Use Only:

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

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

Notes/Comments:

DocuSigned by:

 Cori Brennan
 Signature
 Print Name
 Authorized NDOT Representative



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

MEMORANDUM

October 28, 2021

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: November 8, 2021 | Transportation Board of Directors Meeting

ITEM #6: Consideration of Approval of Agreements Over \$300,000 - *For possible action.*

Summary:

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

- Design-Build contracts; and/or
- All agreements (and amendments) for non-construction matters, such as consultants, service providers, etc. that obligate total funds of over \$300,000, during the period from September 10, 2021 through October 7, 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 September 10, 2021 through October 7, 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
October 28, 2021
Page 2 of 2

Revised Statutes, Nevada Administrative Code, State Administrative Manual, and/or Department policies and procedures.

List of Attachment(s):

- A. State of Nevada Department of Transportation Agreements for Approval September 10, 2021 through October 7, 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
 September 10, 2021 through October 7, 2021

Attachment A

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	46721	01	ASPEN AERIALS, INC.	REBUILD OF BRIDGE INSPECTION TRUCK	N	\$252,358.00	-	\$114,675.00	\$367,033.00	-	9/08/2021	5/31/2022	11/8/2021	Service Provider	Equipment	Jenica	Wayne	AMD 1 11-08-21: INCREASE AUTHORITY BY \$114,675.00 FROM \$252,358.00 TO \$367,033.00 FOR RECOMMENDED UPGRADES AND ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES. THIS WORK INCLUDES UPGRADES TO THE CYLINDER/CHAIN SYSTEM, INTERCOM AND REMOTE CONTROL SYSTEM IN ADDITION TO REPLACEMENT OF HYDRAULIC CYLINDERS, BOOM CATRAC COVER AND HEATER REPLACEMENT, TRANSPORT AND TRAINING. 09-08-21: TWELVE (12) YEAR FACTORY REBUILD OF UNIT 1353 (ASPEN MODEL A62 AERIAL UNDER BRIDGE INSPECTION TRUCK) FOR UP KEEP WITH ALL FACTORY UPDATES, AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI), AND OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS, WASHOE COUNTY. NV B/L#: EXEMPT
2	54920	00	NELSON/NYGAARD CONSULTING ASSOCIATES, INC.	DEVELOPMENT OF A STATEWIDE TRANSIT PLAN	Y	\$499,267.00	-	-	\$499,267.00	-	11/8/2021	6/30/2023	-	Service Provider	Planning	Sondra	Mark	11-08-21: DEVELOPMENT OF A STATEWIDE TRANSIT PLAN THAT BUILDS OFF OF THE ONE NEVADA TRANSPORTATION PLAN TO REFINE BROADER POLICIES INTO MORE SPECIFIC STRATEGIES THAT INCLUDE PROJECT MANAGEMENT, EXISTING CONDITIONS ANALYSIS, FISCAL REVIEW AND ANALYSIS, REVIEW AND ANALYSIS OF INTERCITY BUS SERVICE, REVIEW OF INTEGRATED TRIP PLANNING SYSTEMS, ESTABLISHMENT OF GOALS AND PLAN COMPLETION, STATEWIDE. NV B/L#: NVF20141126662-R PROPOSERS: NELSON/NYGAARD CONSULTING ASSOCIATES, INC., CAMBRIDGE SYSTEMATICS, INC.
3	56721 56821 56921	00	ATKINS NORTH AMERICA, INC. HORROCKS ENGINEERS, INC. KIMLEY-HORN AND ASSOCIATES, INC.	ON-CALL ENGINEERING AND DESIGN SERVICES FOR BETTERMENT PROJECTS	N	\$1,500,000.00	-	-	\$1,500,000.00	-	11/8/2021	6/30/2023	-	Service Provider	Maintenance and Asset Management	Jenica	Anita	11-08-21: PROCURED UNDER RFP 316-21-050 TO HIRE THREE (3) FIRMS TO PROVIDE ON-CALL SERVICES FOR CIVIL ENGINEERING DESIGN FOR THE DEPARTMENT'S BETTERMENT PROJECTS. SERVICES INCLUDE A PRELIMINARY DESIGN FIELD STUDY, PREPARATION OF RIGHT-OF-WAY VERIFICATION DOCUMENTS, PRELIMINARY DESIGN, PREPARATION OF ENVIRONMENTAL DIVISION DOCUMENTATION, BID DOCUMENTATION TO INCLUDE PLANS AND FINAL ENGINEER'S ESTIMATES AND ANY SUPPLEMENTAL NOTICES OR CHANGE ORDER SUPPORT, STATEWIDE. NV B/L#: NVF19981347315, NVF19991246016, NVF19911015458-R PROPOSERS: ATKINS NORTH AMERICA, INC., HORROCKS ENGINEERS, INC., KIMLEY-HORN AND ASSOCIATES, INC., HDR ENGINEERING, INC., WOOD RODGERS, INC., CA GROUP, INC., POGGEMEYER DESIGN GROUP, GCW, INC., STANLEY CONSULTANTS, INC.

Line Item 1



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

MEMORANDUM

DATE 10-08-21

TO: Jenica Keller, Assistant Director
FROM: Jeff Greenblat & Zane Bullock, Project Managers
SUBJECT: Negotiation Summary for Amendment 1 to Agreement P467-21-767

On September 8, 2021, NDOT entered into agreement P467-21-767 with Aspen Aerials Inc. to perform the twelve (12) year Factory Rebuild of unit 1353 (A62-Aerial Under Bridge Inspection Truck).

The Scope of Services includes Factory Rebuild to bring, and keep the unit up to date with all factory updates and ANSI/OSHA standards.

Due to Additional Work required, the Scope of Services must be increased to include additional upgrades and Services as recommended by the SERVICE PROVIDER.

To accommodate this increase of scope, the total amount of the agreement must be increased by \$114,675.00.

The DEPARTMENT's original estimate for this amendment was \$114,675.00, including all parts, upgrades, direct labor, and services.

The SERVICE PROVIDER's original estimate for this amendment was \$114,675.00, including all parts, upgrades, direct labor, and services.

The negotiations yielded the following:

1. The total negotiated cost for this Amendment, including all parts, upgrades, direct labor, and services will be \$114,675,00. The new total cost of this Agreement will be \$367,033.00.
 - SERVICE PROVIDER's Transportation Board representative(s):
 - **John Stubenvoll**
 - **jstubenvoll@aspenaerials.com**
 - **218-624-1416 (c) 218-624-1111 (o)**

Reviewed and Approved:

DocuSigned by:
Jenica Keller 10/08/2021
D4A618F26D8B447...
Assistant Director

Attachment A.1



FACTORY REBUILD INSPECTION QUOTATION

Quote#
Date September 21, 2021

Customer Nevada Department of Transportation
Attn. Zane Bullock
Email zbullock@dot.state.nv.us
Phone 775-834-8452
Model A-62
Serial# 10152

The inspection of your Aspen Aerials underbridge unit noted above has been completed. The following is a list of additional work that is recommended to be completed during the rebuild. Please review the list and let me know if you have any questions.

Description	Price\$
Base cost factory rebuild.	252,358.00
Upgrade rear sliding counterweight to cylinder/chain system	12,750.00
FRC Intercom upgrade.	8,200.00
Replace all hydraulic cylinders	46,900.00
Upgrade remote control system to Hetronic.	18,000.00
Replace boom 4 catrac cover.	975.00
Transport Unit from Duluth MN To Reno NV	7,650.00
Replace the 2 heaters in platform with Aspen Aerials standard heaters.	700.00
On Site Training.	9,000.00
Rebuild hydraulic valves and and lower manifold. New main valve required	10,500.00
Total	\$367,033.00

The total price does not include sales tax if applicable.

In order to keep your unit on schedule, we will need approval for each line item listed above within one week of the quote date. Please feel free to call our office if you have any questions.

Regards,

Darin Krueth
Product Support Representative
Aspen Aerials, Inc.
4303 West First Street
Duluth, Minnesota 55807
218-624-1457

Customer Signature

Date

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):

Aspen Aerials, Inc.

5. Corporate/Business Entity Street Address:

Street Address: 4303 West 1st Street	Website: www.aspenaerials.com
City, State and Zip Code: Duluth, MN 55807	Point of Contact Name: John Stubenvoll
Telephone and Fax No. 218-624-1111 / 218-624-1714	Email: johnstubenvoll@aspenaerials.com

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

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

6. List of Owners/Officers

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

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

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
Time Manufacturing Company	Waco, TX	100%

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

John Stubenvoll
 Print Name
 October 4, 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

Line Item 2

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

549-20-802

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 Existing 2A: Amendment to Existing Agreement:

Name of Second Party, if Known: Nelson\Nygaard

Agreement Number: 549-20-802

Project ID #(s): N/A

Type of Services: Consultant services for development of Statewide Transit Plan

Originated by: Graham Dollarhide

Division: Multimodal

Date Originated: 9/29/2021

Division Head/District Engineer: Mark Costa

Budget Category #: 06

Object #: 814U

Organization #: C802

Type of Funding: Federal

% Federal: 80

State Fiscal Year(s): 2022-2023

State

% State: 20

Local

% Local:

Amendment Estimated Cost:

Total Agreement Estimated Cost: \$499,267.00

Funding Notes:

The est. payments are: SFY22 - \$249,633 (\$199,706 fed); SFY23 - \$249,634 (\$199,707 fed).

Financial Management:

Natalie Krysztof-Lieb
Approved by

9/29/2021
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:

Joleen Murphy
Approved by

9/29/2021
Date

Director:

Kristina Swallow
Approved by

9/29/2021
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:

Purpose: to develop a state transit plan that builds off the One Nevada Transportation Plan, refining broader policies into more specific strategies.

Project benefit to Department: establishing a vision, goals, objectives, and recommendations with the intended result of strengthening the statewide transit system.

NDOT staff does not have a background of developing statewide transit strategies and has limited time to gain the required knowledge, considering several other ongoing projects.

Consultant support will free up time for staff to complete other tasks, and expertise of consultant will be necessary in developing a program document that is new to Transit.

Negotiations with winning proposer resulted in agreement that additional funding would be needed to allow for the full scope of the project to be comprehensively addressed.

Scope of Services:

Scope of project to include 7 tasks: project management, existing conditions analysis, fiscal review and analysis, review and analysis of intercity bus service, review of integrated trip planning systems, establish goals, and plan completion.

Project should begin immediately following execution of agreement (early fall 2021). All tasks to be completed by end of FY 2023.

Much or all of the work may be completed remotely, due to impacts of COVID-19, including stakeholder outreach, which would be done virtually.



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

MEMORANDUM

October 14, 2021

TO: Sondra Rosenberg, Assistant Director

FROM: Graham Dollarhide, Project Manager

SUBJECT: Negotiation Summary for RFP 549-20-802 Development of a Statewide Transit Plan

A negotiation meeting was held via Microsoft Teams on September 9, 2021, with Tim Payne (Nelson\Nygaard) and Graham Dollarhide of the Nevada Department of Transportation (DEPARTMENT) in attendance.

The duration of this agreement will be for 18 months, ending in the summer of 2023.

The budgeted amount of this Agreement is comprised of 80% Federal / 20% State Funding.

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

Scope of Services is attached.

The following schedule was agreed to by both parties:

- 18 months from Notice to Proceed.

Key personnel dedicated to this project are as follows:

Name	Title	Estimated Number of Hours
Timothy Payne	Project Manager, Nelson Nygaard	310
Meredith Greene	Principal-in-Charge, Nelson Nygaard	21
Ezra Pincus-Roth	Deputy Project Manager, Nelson Nygaard	318
Frederic Fravel	Technical Expert, KFH Group	258
Beth Hamby	Technical Expert, KFH Group	46
	Total Hours:	953

Sub-consultant information regarding Project Descriptions on active Agreements:

Sub-Consultant	Project Description	Agreement No.
KFH Group	N/A	N/A

The DEPARTMENT's original estimate was \$320,000.

The SERVICE PROVIDER's original estimate was \$499,267.

The negotiations yielded the following:

1. The direct expenses agreed to total \$56,496 for sub-consultant markup, reproduction, communication, travel and per diem. There will be no direct compensation for computer time.
2. The total projected man-hours allocated for this project is 2,804, which is less than 1 FTE for the duration of the project.
3. The total negotiated cost for this Agreement is \$499,267. All tasks and sub-tasks of the project shall be kept intact as part of the Agreement, but more informed decisions about utilization of these items shall be made as the project unfolds. The scope of the project is large enough to justify the additional cost above the DEPARTMENT's original estimate. Additional funding is available via a previously awarded, but currently unallocated Transit Planning grant.

SERVICE PROVIDER's Transportation Board representative(s):

- Timothy Payne
- tpayne@nelsonnygaard.com
- (206) 357-7524

Reviewed and Approved:

DocuSigned by:

895F72355AF94F2...
ASSISTANT DIRECTOR

Attachment A Scope of Services

Statewide Transit Plan (STP) Scope of Work (SOW)

The Nevada Department of Transportation (NDOT) desires to engage a qualified private consulting firm for technical services in the development of a “Statewide Transit Plan” (STP) for transit services in Nevada. The planning efforts will better establish and document overarching goals and objectives of its transit program and the transit providers it serves. NDOT’s STP will be intended to provide a statewide vision for the public transportation system as well as a policy foundation to assist transportation agencies and their local constituents in making operational and financial decisions. The federally required State Transportation Plan (One Nevada Transportation Plan) is the umbrella document covering the movement of freight and people across all modes, and mode and topic plans help to refine broad policies into more specific strategies. The STP will act as a strategic guide for NDOT’s Transit program in delivering projects that meet the goals of the One Nevada Transportation Plan (ONTP).

The STP will examine existing services relative to service gaps and needs, analyze relevant demographics, determine project and financial needs—identifying existing and potential funding sources for each in fiscally constrained and unconstrained scenarios—and provide recommendations and goals and objectives for the statewide transit system. Generally, the plan will seek to quantify and measure needs and resources and establish attainable short- and long-range benchmarks to strengthen the statewide transit system.

While the study area will focus primarily on rural transit, the narrative will not be complete without understanding the integration and interaction with urban systems. Much of what rural areas lack are present in the nearest urbanized area, which may be on the other side of the state or in another state altogether. Rural transit operators routinely travel across county and state lines to access services unavailable in the immediate service area. Further, urban areas play a vital role in setting trends, establishing benchmarks, and providing an array of transit services.

Finally, the STP will build on existing plans and reports in creating a statewide transit mission and establishing a framework for implementing a safe, integrated statewide transit system that meets the mobility needs of residents and guests of Nevada while minimizing duplication of services to effectively leverage limited resources. The plan will need to be framed within the context of a new era of transit and culture that is cognizant of the health, safety, and operational changes made in the wake of a global pandemic.

Consultant proposals related to the STP must address the following seven tasks:

Task 1: Project Management

- Oversight of project timelines and budget, ensuring scope is adhered to and quality of work is maintained.

Task 2: Existing Conditions Analysis

- Research of existing documents and plans at the state and local levels, such as NDOT's Coordinated Human Services Transportation Plan (CHSTP) or regional transportation plans (RTPs), for identified service needs and gaps in service. Provision of location based services (LBS) and/or statewide travel demand model data should be used to highlight trip generators. The proposed data in this task should be robust enough to allow for a deeper, more granular analysis of transportation patterns and the need for services (i.e., trip purpose, time of day, demographics, trip chaining, etc.).
- Compilation of existing transportation services, including mode, eligibility, service area, days and hours of operation, etc. The NDOT and metropolitan CHSTPs can be used as a reference, but the final inventory will be comprehensive and include all public and private operators, including human services and other agencies that do not operate transportation as their primary function. Completion of this subtask may require some basic outreach activities to fill in gaps in information that will be also applied to Task 3, such as annual budgets, funding sources, or program needs. This may also be better suited for incorporation of a working group comprised of service providers and other stakeholders that would be involved throughout the STP process. Presentation and maintenance of inventory may be through an interactive, web-based format incorporated into NDOT's Transit webpages. A determination on whether to incorporate this element of the project will be made based on proposals and subsequent negotiations.
- Demographic analysis based on existing data on populations typically associated with higher levels of transit use (seniors, low-income households, etc.) as well as forecasts in population growth and demographic shifts. The statewide profile should address any anticipated effects on transit based on this analysis. An operational analysis using standardized performance metrics will also provide insight for anticipated shifts and trends in transit. These metrics may be used to quantify performance among various sub-groups or operator types (i.e., urban/rural providers, demand response/fixed route providers, etc.).

Task 3: Fiscal Review and Analysis with Scenario Forecasts

- Based on the compilation of existing services, needs, and budgets from Task 2, a summary of fiscally constrained transportation services shall be incorporated into an analysis of fiscally unconstrained projects and how to potentially fund them. This will identify any projected shortfalls in funding for existing services across a 20-year period, beginning with base year 2021.
- Feasibility determination for application of underutilized discretionary funding sources. Many of the typical funding sources used for transit in the state have been exhausted. Others have yet to be tapped for specific applications. The Federal Transit Administration (FTA), Medicaid, and Older Americans Act are examples of sources that have been great for many transportation providers but alone are not enough to fund their services. The large urban areas have dedicated local funds that small urban and rural areas do not have access to, and there are no state funds available for transit. There are numerous federal funding sources that may be available, but may not directly fund operations or "standard" transit projects. This Task should include an investigation of potential funding sources and their applicability to existing services and/or service gaps and needs, and the ripple effect that utilizing any of these sources may have on freeing up apportioned funding sources.

- Conceptual scenario forecasts that view available resources from the perspective of how they can be maximized to fulfill service needs and gaps, regardless of jurisdictional boundaries. This will involve exploring concepts such as joint projects and/or grant applications, regionalization, and cost sharing. More effective and efficient use of limited funds through integration and creation of synergies will also improve operations, communication, and customer service and experience.
 - Identify specific opportunities for coordination and instances of service duplication (this may be accomplished through the service inventory and/or LBS data produced as a part of Task 2). Many transit providers serve the same populations and/or areas, which creates opportunities for shared or even integrated service. At a minimum, the result should be better coordination through the simple identification of these opportunities. Regardless of any action that results from the sub-task above, identification of inefficiencies in resource allocation will allow NDOT to make more informed decisions about project selection and funding distribution.

Task 4: Review and Analysis of Intercity Bus Service

- Inventory of existing intercity bus services, including traditional providers and local operators that provide irregular or infrequent service outside of the immediate service area. While the existence of “traditional” intercity bus service in Nevada is limited and has been, at times, unsuccessful, a need has been identified. As of March 2021, NDOT has entered into an agreement to add three new intercity bus routes, but significant gaps remain. Oftentimes small rural providers schedule regular but infrequent trips into the nearest urban areas so that the residents they serve can access a wider array of services. These instances—with a level of detail inclusive of travel patterns and trip purpose, if possible—shall be incorporated into Task 4 (but may have been identified as part of Task 2). Instances of interstate bus travel shall be highlighted with an analysis of how to best serve these trips that have an origin or destination outside of the state. Consideration of needs from the regional (i.e., western U.S.) perspective will help determine where better linkages can be made for the purposes of interstate travel.
- Analysis of opportunities, challenges, and needs associated with intercity bus service. The analysis will focus on the information obtained in Tasks 2 and 3 (document reviews, operator profiles, ridership, and resources) to recommend routes and services that appear to be most viable. NDOT receives a direct apportionment of FTA Section 5311 funds annually, at least 15% of which must be spent on intercity bus operations. Multiple intercity routes funded in the past with this set-aside, known as 5311(f), have ceased operations for one reason or another. With this analysis (incorporating national and/or regional benchmarks), NDOT is seeking to make more informed decisions about which routes to fund with its 5311(f) apportionment, while accounting for the trickle-down effect it will have on the rest of its subrecipient agencies. This analysis shall include scenario forecasts that incorporate Task 3 projects and scenarios. Additionally, the analysis shall consider the potential use of FTA Section 5339 funds to add or improve intercity facilities through joint development projects or other means.

Task 5: Review of Integrated Trip Planning and Fare Payment Systems

- Catalyze partnership between NDOT and Neighbor Network of Northern Nevada (N4) to create a more seamless integrated trip planning and fare payment system. NDOT has awarded a grant to N4 to acquire software that would make more efficient use of existing resources and enhance the user experience. Much work has already been done by N4 toward this end, and now with the

funding needed to carry out the project, progress will be made on procuring and developing software appropriate to fit each participating agency's needs. Finding the right balance will require outreach, and as a vested partner, NDOT will need to keep abreast of the project. As this is a project that was on NDOT's project list prior to the grant award to N4, NDOT will also need to determine whether N4's version of this project will be viable and suitable for its many subrecipient agencies. Alternative project approaches shall be provided.

Task 6: Establish Goals, Objectives, and Recommendations

- Establish a vision with supporting goals and objectives that align with those of the ONTP. The statewide transit vision and supporting goals and objectives should be broad and used to guide investment in transit to meet identified needs around the state. As stated generally in the background section of this SOW, these should be aimed at implementing a safe, integrated statewide transit system that meets the mobility needs of residents and guests of Nevada while minimizing duplication of services to effectively leverage limited resources. The ONTP and CHSTP should be referenced in creating the vision, goals, and objectives. May require some basic outreach activities to fill in the gaps in information or to obtain consensus. This may also be better suited for incorporation of a working group comprised of service providers and other stakeholders that would be involved throughout the STP process.
- Create recommendations for the implementation of goals, objectives, and actions needed to achieve the statewide vision for transit. Based on these criteria and measured against feasibility, financial forecasts, and service gaps and needs from previous Tasks, a set of recommendations for project implementation shall be developed. Performance measures may also be needed to help track the progress of these items and to assess the overall success of the transit program. The recommendations should outline steps to be taken over the study period and include tools that may be offered to operator agencies as a means of achieving specific goals and objectives.

Task 7: Report Preparation, Completion, and Approvals

- Draft and Revised/Final STP, inclusive of:
 - Executive summary with contingent message from leadership
 - Service needs and gaps
 - Inventory of existing transportation services
 - Demographic and operational analyses
 - Budget needs and forecasts
 - Analysis of underutilized funding sources
 - Investigation of the potential for integration, inclusive of project selection/funding scenarios
 - Identification of instances of service duplication
 - Analysis of intercity bus service, inclusive of inventory, needs, and recommendations
 - Review of integrated trip planning/payment options
 - Established vision, goals, objectives, actions/recommendations, and performance measures
- Final Presentations & key graphical presentations (contingent on whether/degree of public participation process used)
- Final Printing & publication (contingent upon need)

- Website documentation (contingent upon need and proposal)

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Business Entity Type (Please select one)

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

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

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

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

5. Corporate/Business Entity Street Address:

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

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

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

6. List of Owners/Officers

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

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

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

*In 2016, Nelson\Nygaard was purchased by Perkins+Will, Inc. and is currently operating as a wholly owned subsidiary company.

*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 liability companies, limited partnerships, and professional corporations.

DISCLOSURE OF RELATIONSHIP FORM

This section is not required for publicly-traded corporations

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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

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

Yes No


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

Yes No

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

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

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



 Signature

 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

316-21-050

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: TBD Agreement Number: 316-21-050
Project ID #(s): TBD
Type of Services: Engineering Services

Originated by: Dante Sanguineti Division: Maintenance and Asset Maint. Date Originated: 7/21/2021
Division Head/District Engineer: Anita Bush
Budget Category #: 466006 Object #: 814L Organization #: C050
Type of Funding: State % of Fund: 100 State Fiscal Year(s): FY22/23

Amendment Estimated Cost: \$1,500,000.00

Total Agreement Estimated Cost:

Funding Notes: 50% - FY22
50% - FY23

Financial Management:

Natalie Krysztof-Lieb 7/21/2021

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 7/21/2021

Approved by Date

Director:

Kristina Swallow 7/21/2021

Approved by Date

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION**

For Agreement Services Only 316-21-050
--

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 intent of this Request for Proposal (RFP) is to obtain the services of qualified professionals to perform civil engineering design services for the Maintenance and Asset Management Division of the Nevada Department of Transportation.

Due to increase workload, it is necessary to get Betterment projects advertised in a timely manner so betterment funds will be spent in the proper fiscal year.

Agreement will be for a 2-year term with possible extension.

Prior to the advertisement of the RFP, an error in the amount of funding requested was discovered.

This work is estimated at \$750K per year, and the duration is anticipated to be 2 years. Therefore, a total of \$1.5M is needed.

Scope of Services:

Under the general direction provided by Maintenance and Asset Management division and following the Department's policies and procedures: perform field reviews, provide engineering services for production plan sets and estimates, and provide construction support necessary for advertisement and construction of betterment projects.



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

MEMORANDUM

10-07-2021

TO: Jenica Keller, Assistant Director
FROM: Dante Sanguineti, Project Manager
SUBJECT: Master Agreement Summary for RFP 316-21-050 On-Call Engineering and Design Services for Department Betterment Projects

The Department is seeking to hire (3) firm(s) to provide: Engineering Services

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

These services will be for the Maintenance Betterment Program, which is comprised of minor construction projects throughout the state, submitted by each of the three (3) districts. These services may include but are not limited to:

- A Preliminary Design Field Study (PDFS) – as needed
- Prepare documents needed for right-of-way verification (memo)
- Preliminary Design – submit plans and estimate for review
- Prepare documents needed for the environmental division (memo)
- Bid Documents – submit stamped plans and final engineer’s estimate
- Be available for any Requests for Information (RFI), supplemental notices or change order support.

All design services shall comply with the 2014 NDOT Standard Specifications for Road and Bridge Construction and 2020 Standard Plans for Road and Bridge Construction (or most current version).

All CAD drawings to be drawn in MicroStation and a final copy given to the DEPARTMENT, for record.

The Engineering Estimate will be created and maintained in an Excel spreadsheet.

The duration of this agreement will be for state fiscal years 2022 and 2023, with a possible two (2)-year extension.

The following firms have been selected from a competitive RFP process to enter into a Master Service Agreement, this is not an assurance of work:

Firm Name:
Atkins
Horrocks Engineers
Kimley-Horn and Associates, Inc.

Any agreement executed as a result of this procurement shall be a Master Service Agreement, and work will be issued by Task Order. The total amount of all Task Orders issued to all service providers shall not exceed One Million Five Hundred and No/100 Dollars (\$1,500,000.00).

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

Please provide the SERVICE PROVIDER's Transportation Board representative(s) name(s) and contact phone number(s).

SERVICE PROVIDER's Transportation Board representative(s):

Atkins:

- REPRESENTATIVE'S NAME – David Dodson
- EMAIL ADDRESS – David.Dodson@atkinglobal.com
- CONTACT PHONE NUMBER – 775-828-1622

Horrocks Engineers:

- REPRESENTATIVE'S NAME – Wayne Horlacher
- EMAIL ADDRESS – Wayneh@horrocks.com
- CONTACT PHONE NUMBER – 702-501-1430

Kimley-Horn and Associates, Inc.:

- REPRESENTATIVE'S NAME – Michael Mosley
- EMAIL ADDRESS – michael.mosley@kimley-horn.com
- CONTACT PHONE NUMBER – 702-862-3626

Reviewed and Approved:

DocuSigned by:
Jenica Keller
D4A619F26D9B447...
Assistant Director

Attachment A
Scope of Services

The intent of this Request for Proposal (RFP) is to obtain the services of qualified professionals to perform civil engineering design services for the Maintenance and Asset Management Division of the Nevada Department of Transportation (NDOT). It is also the intent of this RFP to establish an open-end agreement with consulting firms, on an "as needed" basis for state fiscal years 2022 and 2023 with a possible two (2) - year extension.

These services will be for the Maintenance Betterment Program, which is comprised of minor construction projects throughout the state, submitted by each of the three (3) districts. These services may include but are not limited to:

- A Preliminary Design Field Study (PDFS) – as needed
- Prepare documents needed for right-of-way verification (memo)
- Preliminary Design – submit plans and estimate for review
- Prepare documents needed for the environmental division (memo)
- Bid Documents – submit stamped plans and final engineer's estimate
- Be available for any Requests for Information (RFI) or supplemental notices

All design services shall comply with the 2014 NDOT Standard Specifications for Road and Bridge Construction and 2020 Standard Plans for Road and Bridge Construction (or most current version).

All CAD drawings to be drawn in MicroStation and a final copy given to the DEPARTMENT, for record.

The Engineering Estimate will be created and maintained in an Excel spreadsheet.

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): 152

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

Atkins North America, Inc.

5. Corporate/Business Entity Street Address:

Street Address: 4030 W Boy Scout Blvd, Ste. 700	Website: www.atkinsglobal.com
City, State and Zip Code: Tampa, FL 33607	Point of Contact Name: C. Ernest Edgar IV (General Counsel)
Telephone and Fax No. t) 813.282.7275; f) 813.28.3634	Email: ernie.edgar@atkinsglobal.com

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

Street Address: 10509 Professional Circle, Suite 102	Website:
City, State and Zip Code: Reno, NV, 89519	Point of Contact Name: David Dodson
Local Telephone and Fax No. t) 775.789.9820; f) 775.851.1687	Email: david.dodson@atkinsglobal.com

6. List of Owners/Officers

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

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

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
N/A, Atkins is a publicly-traded entity		
(list of corporate officers and directors		
follows this page)		

*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 liability companies, and professional corporations.

ATKINS NORTH AMERICA, INC.
FY 2021 DIRECTORS AND OFFICERS

Board of Directors

George L. Nash, Jr.

Susan C. Reinhardt

C. Ernest Edgar IV

Office Title, Officer Names and Office

President/Chief Executive Officer - George L. Nash, Jr., NEW YORK

Sen. V.P./Chief Financial Officer/Treasurer– Susan C. Reinhardt, CALV

Sen. V.P./Chief Operations Officer, Kenneth J. Burns, Jr., DEN

Sen. V.P./General Counsel/Secretary –C. Ernest Edgar IV, TPA

Sen. V.P. – Luis E Centeno, HOU

Sen. V.P. – Paul E. Demit, ATL

Sen. V.P. – W. Bradley Dennard, ATL

Sen. V.P. – Trevor Green, HOU

Sen. V.P. – Timothy Horner, HOU

Sen. V.P. – Donna M. Huey, ORL

Sen. V.P. – Allen Ibaugh, ORL

Sen. V.P. – Thomas R Jaske, NEW YORK

Sen.V.P. – Justin P. Jones, PHX

Sen.V.P. – Paul A Male, BOS

Sen. V.P. – Steven C. Malecki, DEN

Sen. V.P. – Jonathan Marshall, MINN

Sen. V.P. – Maureen M. Nayowith, DEN

Sen. V.P. – Michael M. Newton, TPA

Sen. V.P. – Catherina Rautenbach, LONG BEACH

Sen. V.P. – James R. Steele, Jr., TPA

V.P. – Carlos J. Arboleda-Osorio, MIA

V.P. – Maria M. Alvarez, Los Angeles

V.P. – Robert A. Bailey, AUS

V.P. – Matthew S. Baird, HEND

V.P. – Mark A. Banks, DEN

V.P. – Danielle N. Barner, DAL

V.P. – Ira C. Barrow, NORMAN

V.P. /Assistant Secretary – Donya M. Becton, MIA

V.P. – Robert B. Bolick, ATL

V.P. – Mourad Bouhafis, ATL

V.P. – Jeremy J. Bourdon, MIA

V.P. – Gagan Brata,

V.P. – Robert Paul Brown, CHICAGO

V.P. – Wesley M. Burford, AUS

V.P. – Kevin P. Callahan, ORL

V.P. – Sergio Callen, New York

V.P. – Robin Campbell, ALEX

V.P. – David J. Carter, MIA

V.P. – Robert W. Chandler, BART

V.P. – Catherine Carr Clinch, CALV

V.P. – Walter M. Clark, New York

V.P. – Amanda Corson, AUS

V.P. – Scott Daly, PHOE

V.P./Assistant Secretary – Rene de los Rios, MIA

V.P. – Thomas J. Delaney, ORL

V.P. – P. Michael DePue, II, MAD

V.P. – Harshal B. Desai, HEN

V.P. – Michael A. Dewyre, TPA

V.P. – Benjamin Dutton, ALEX

V.P. – Wendy E. Dyson, ATL

V.P. – Donald L. Erwin, Jr., ORL

V.P. – Kurt A. Goddard, ATL

V.P. – Susan A. Gratch, ORL

V.P. – Jill S. Gurak, RAL

V.P. –Khashayar Hadibour, PhD, LONG BEACH

V.P. – Rami C. Harb, PhD, DEN

V.P. –David M. Harper, MIA

V.P. – Kenneth P. Hawkins, DEN

V.P. – Ruben A. Hernandez Gregorat, MIA

V.P. – John Tyler Hewitt, ATL

V.P. – Robert G. Horr, III, NY

V.P. – Ashley D Hough, HOU

V.P. – Daniel Q. Humphrey, NORMAN

V.P./Assistant Secretary – Jayanth Jayaram, TPA

V.P. – Dusty Johnson, PORT

V.P. – Arthur A. Jones-Dove, CALV

V.P. – James M. Kapinos, ALEX

V.P. – Wade C. Kelly, MAR

V.P. – Thomas S. Knuckey, ORL

V.P. – Matthew J. Koch, MISSOURI

V.P. – Darin R. Larson, FT. MYERS

V.P. – Dean M Leonard, PHO

V.P. – Luke E. LeBas, BAT

V.P. – Timothy P. Ledet, HOUS

V.P. – Daniel A. Liddle, DEN

V.P. – Derek Lindvall, DEN

V.P. – Scott A. Logan, NASH

V.P. – Duncan P MacKenzie-Williams, HOU

V.P. – Charlotte A. Maddox, TPA

V.P. – Kevin L. Martin, VEST

V.P. – Regan P. McDonald, ALEX

V.P. – David W. McNamara, CHI

V.P. – Steven D. McWilliams, ORL

V.P. – Mark D. Micikas, TPA

V.P. – Michael R. Moseley, Jr., ATL

V.P. – Carlos R Nazario, NY

V.P. – Gene Niemasz, DEN

V.P. – Elizabeth T. Norris, AUS

V.P. – Francis O’Connor, EDISON

V.P. – Jeff Okeson, LONG BEACH

V.P. – Praveen K. Ommi, ORL

V.P. –Wiley C. Page, Jr. JAX

V.P. – Shayne M. Paynter, TPA

V.P. – Roger A. Phillipi, RENO

V.P. – Rodrigo Pigna, MIA

V.P. – Luis J Pinto, HOU

V.P. - William P. Pitcher, FT LAUD

V.P. - Ronald A Pruzinsky, DAL

V.P. – Gary D. Reinhardt, AUS (OFFSITE) (REAL ESTATE, TX)

V.P. – Knute R Ruggaard, PHO

V.P. – Michael R. Ryan, FT. MYERS

V.P. – Edward Hull Ryde, DAL

V.P. – Frank J. Schultz, DEN

V.P. – Thomas J. Schweitzer, CALV

V.P. –Sina Seyedian, DEN

V.P. – Joseph L. Shalkowski, AUS

V.P. – Daniel J Shovlin, PHI

V.P. – Jennifer K. Sorenson, AUS

V.P. – Matthew A. Taylor, ORL

V.P. – Scott E. Tezak, BOS

V.P. – Rukiya Thomas, ATL

V.P. – David P. Thompson, RAL

V.P. – Carmelo J Torrissi, CHI

V.P. – Jennifer M. Tsien, ATL

V.P. – Kirk S. Webb, DEN

V.P. – Chester W. Wendrzyk, MEL

V.P. – Lisa M. Wheatly, DEN

V.P. – Gregory J. Wilk, DAL

V.P. – Marcus A. Wittich, ATL

V.P. – Rosemary E. Woods, TAL

V.P. – Jeffrey Wright, ALEX

V.P. – Taylor P. Wright, ATL

V.P. – Terrance J. Zable, ORL

Assoc. V.P. – Robert G. Garner, ATL (LAND SURVEY, GA)

Assoc. V.P. – Franklin J. Kaye, ALEX (ARCHITECTURE, MD)

Assoc. V.P. – Jacqueline G. Kinker, ORL, (REAL ESTATE, GA AND NC)

Assoc. V.P. – Sudhir Kukillaya, NORMAN

Assoc. V.P. – David W. Larsen, ORL, (LANDSCAPE ARCHITECTURE, FL)

Assoc. V.P.- Desiderio “Desi” Maldonado, TAL (ENGINEERING, US VI)

Assoc. V.P. – Roberto D. Mantecon, MIA (LAND SURVEY, FL)

Assoc. V.P. – Paul W. Maddox, TPA (REAL ESTATE, FL)

Assistant Secretary - Mina Wheless, HOU

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.



David Dodson

Signature

Print Name

Division Manager

06/11/2021

Title

Date

For NDOT Use Only:

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

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

Notes/Comments:

Signature

Print Name

Authorized NDOT Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Business Entity Type (Please select one)

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

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

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

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

Horrocks Engineers, Inc.

5. Corporate/Business Entity Street Address:

Street Address: 2162 West Grove Pkwy, Suite 400	Website: www.horrocks.com
City, State and Zip Code: Pleasant Grove, UT 84062-6728	Point of Contact Name: Wayne Horlacher
Telephone and Fax No. 801-763-5100	Email: wayneh@horrocks.com

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

Street Address: 1401 N. Green Valley Pkwy, Suite 160	Website: www.horrocks.com
City, State and Zip Code: Henderson, NV 89074	Point of Contact Name: Wayne Horlacher
Local Telephone and Fax No. 702-966-4063	Email: wayneh@horrocks.com

6. List of Owners/Officers

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

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

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
Russell Youd	President	12%
Ron Mortimer	Executive Vice President	6%
Brian Atkinson	Secretary	6%
Bryan Foote	Executive Vice President	6%
Matt Horrocks	Executive Vice President	6%

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

DISCLOSURE OF RELATIONSHIP FORM

This section is not required for publicly-traded corporations

Purpose:

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

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

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

Definitions:

Consanguinity is a relationship by blood.

Affinity is a relationship by marriage.

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

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

Disclosure of Relationship:

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

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

Yes No

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

Yes No

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

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

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

Wayne Horlacher
 Print Name

Senior Vice President
 Title

10/6/2021
 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

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):

Kimley-Horn and Associates, Inc.

5. Corporate/Business Entity Street Address:

Street Address: 421 Fayetteville Street, Suite 600	Website: www.kimley-horn.com
City, State and Zip Code: Raleigh, NC 27601	Point of Contact Name: Michael Mosley, P.E., PTOE
Telephone and Fax No. P: 919-677-2000 F: 919-677-2050	Email: michael.mosley@kimley-horn.com

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

Street Address: 6671 Las Vegas Boulevard South, Suite 320	Website: www.kimley-horn.com
City, State and Zip Code: Las Vegas, NV 89119	Point of Contact Name: Michael Mosley, P.E., PTOE
Local Telephone and Fax No. P: 702-862-3600 F: 602-944-7423	Email: michael.mosley@kimley-horn.com

6. List of Owners/Officers

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

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

Full Name	Title	% Owned (Not required for Publicly-Traded Corporations/Non-profit Organizations)
None – See note below.		

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc, which is owned by over 500 individuals that are Kimley-Horn employees, none of which own 3% or more of the shares.

*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).

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

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

Disclosure of Relationship:

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

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

Yes No

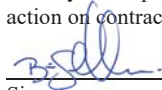
2. Are any individual members, partners, owners or principals have a first or second degree of consanguinity related to a NDOT full-time employee(s) or appointed/elected official(s)?

Yes No

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

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

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



Signature

Vice President

Title

Brian Smalkoski, P.E., AICP, PTP, PTOE

Print Name

October 7, 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



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

MEMORANDUM

October 28, 2021

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: November 8, 2021 | Transportation Board of Directors Meeting

ITEM #7: Contracts, Agreements, and Settlements—Pursuant to NRS 408.131 the Board may delegate authority to the Director which the Director may exercise pursuant to NRS 408.205. These items and matters have been delegated to the Director by the Board by resolutions in April 1990 and July 2011.— *Informational item only.*

Summary:

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

- Construction contracts under \$5,000,000 awarded September 10, 2021 through October 7, 2021.
- Agreements under \$300,000 executed September 10, 2021 through October 7, 2021.
- Settlements entered into by the Department which were presented for approval to the Board of Examiners September 10, 2021 through October 7, 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 “execute 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

October 28, 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 September 10, 2021 through October 7, 2021 and agreements executed by the department from September 10, 2021 through October 7, 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, September 10, 2021 through October 7, 2021.
- B. State of Nevada Department of Transportation Executed Agreements – Informational, September 10, 2021 through October 7, 2021.

Recommendation for Board Action:

Informational item only

Prepared by:

Administrative Services Division

Attachment

A

**STATE OF NEVADA DEPARTMENT OF TRANSPORTATION
CONTRACTS AWARDED - INFORMATIONAL
September 10, 2021 through October 7, 2021**

1. September 2, 2021 at 1:30 PM the following bids were opened for Contract **3887**, Project No. SPSR-0140(016), on SR 140, in Humboldt County, for urgent roadbed modification to repair damaged roadway.

Road and Highway Builders LLC.....	\$1,474,474.00
Sierra Nevada Construction, Inc.	\$3,064,007.00

Engineer's Estimate..... \$1,647,418.30

The Director awarded the contract on September 13, 2021 to Road and Highway Builders LLC in the amount of \$1,474,474.00.

2. September 2, 2021 at 2:00 PM the following bids were opened for Contract **3888**, Project No. SPSR-0361(003), on SR 361, in Churchill County, for 2-inch overlay with areas of roadbed modification.

Road and Highway Builders LLC.....	\$1,888,888.00
Granite Construction Company.....	\$ 2,244,244.00

Engineer's Estimate..... \$ 1,913,921.35

The Director awarded the contract on September 13, 2021 to Road and Highway Builders LLC in the amount of \$1,888,888.00.

3. September 16, 2021 at 1:30 PM the following bids were opened for Contract **3886**, Project No. SPF-050-2(030), on US 50, from SR 341 to Chaves Road, in Lyon County, to install fencing, cattleguards, and improve lighting at various locations.

Q & D Construction LLC.	\$3,978,401.70
Road and Highway Builders LLC	\$4,040,040.00
Sierra Nevada Construction, Inc.	\$4,079,007.00

Engineer's Estimate \$4,099,916.82

The Director awarded the contract on October 5, 2021 to Q & D Construction LLC in the amount of \$3,978,401.70.

- 4. October 4, 2021 at 1:30 PM the following bids were opened for Contract **3896**, Project No. SPI-580-1(036), on I-580, from the Moana Lane Interchange to the Mill Street Interchange, in Washoe County, for crack sealing, pothole repair, and spall repair of concrete pavement.

Q & D Construction LLC.\$1,148,400.00

Engineer's Estimate\$782,481.40

The Director awarded the contract on October 7, 2021 to Q & D Construction LLC in the amount of \$1,148,400.00.

Attachment B

State of Nevada Department of Transportation
 Executed Agreements - Informational
 September 10, 2021 through October 7, 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	44121	00	CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)	FEASIBILITY STUDY	Y	\$100,000.00	-	-	\$100,000.00	-	09/09/2021	09/30/2022	-	Cooperative	Planning	Sondra	Mark	09-09-21: FEASIBILITY STUDY TO INCLUDE A BETTER UNDERSTANDING OF TRAVEL BEHAVIOR, MULTI-MODAL NEEDS, NECESSARY SAFETY AND OPERATIONAL IMPROVEMENTS, AND ALTERNATIVES ANALYSIS ON EAST WILLIAMS STREET, CARSON CITY. NV B/L#: EXEMPT
2	50721	00	NV ENERGY	LINE EXTENSION	N	\$1,631.00	-	-	\$1,631.00	-	09/28/2021	09/30/2026	-	Facility	Right-of-Way	Sajid	Craig	09-28-21: UPGRADE OF ELECTRICAL SYSTEM WITH A NEW TWO HUNDRED (200) AMP PEDESTAL AT 10100 I-80 WEST IN THE VERDI AREA, WASHOE COUNTY. NV B/L#: NVD19831015840
3	50821	00	NV ENERGY	LINE EXTENSION	N	\$1,414.00	-	-	\$1,414.00	-	09/29/2021	09/30/2026	-	Facility	Right-of-Way	Sajid	Craig	09-29-21: UPGRADE OF ELECTRICAL SYSTEM WITH A NEW TWO HUNDRED (200) AMP PEDESTAL AT 12103 I-80 WEST IN THE VERDI AREA, WASHOE COUNTY. NV B/L#: NVD19831015840
4	50921	00	NV ENERGY	LINE EXTENSION	N	\$1,165.00	-	-	\$1,165.00	-	09/28/2021	09/30/2026	-	Facility	Right-of-Way	Sajid	Craig	09-28-21: UPGRADE OF ELECTRICAL SYSTEM WITH A NEW TWO HUNDRED (200) AMP PEDESTAL AT 12400 I-80 WEST IN THE VERDI AREA, WASHOE COUNTY. NV B/L#: NVD19831015840
5	51321	00	NV ENERGY	DESIGN INITIATION	N	\$1,000.00	-	-	\$1,000.00	-	10/04/2021	09/30/2026	-	Facility	Right-of-Way	Sajid	Craig	10-04-21: DESIGN INITIATION FOR A NEW TWO HUNDRED (200) AMP SERVICE PEDESTAL TO POWER AND GORGE LIGHTING ALONG I-80 AT THE ARGENTA INTERCHANGE, LANDER COUNTY. NV B/L#: NVD19831015840
6	51421	00	NV ENERGY	DESIGN INITIATION	N	\$1,000.00	-	-	\$1,000.00	-	09/29/2021	09/30/2026	-	Facility	Right-of-Way	Sajid	Craig	09-29-21: DESIGN INITIATION FOR A NEW TWO HUNDRED (200) AMP SERVICE PEDESTAL TO POWER AND GORGE LIGHTING ALONG I-80 AT THE DUNPHY INTERCHANGE, EUREKA COUNTY. NV B/L#: NVD19831015840
7	51221	00	UNION PACIFIC RAILROAD COMPANY	PRELIMINARY ENGINEERING	N	\$25,000.00	-	-	\$25,000.00	-	09/28/2021	09/30/2026	-	Facility	Right-of-Way	Sajid	Craig	09-28-21: DESIGN AND AUTHORIZATION REVIEW OF BRIDGE WORK OVER THE UNION PACIFIC RAILROAD (UPRR) TRACKS AND RIGHT-OF-WAY AT WESTBOUND I-80, BRIDGE G-885W, AT MILEPOST EU 4.3, EUREKA COUNTY. NV B/L#: NVF19691003146
8	38521	00	ACCESS TO HEALTHCARE NETWORK, INC.	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$242,410.00	-	-	\$230,471.00	\$11,939.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, CARSON CITY, CHURCHILL, DOUGLAS, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, AND WASHOE COUNTIES. NV B/L#: NVD20061133335
9	38621	00	CHURCHILL AREA REGIONAL TRANSPORTATION	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$1,018,045.00	-	-	\$753,326.00	\$264,719.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, CHURCHILL COUNTY. NV B/L#: NVD20021368562
10	47521	00	LINCOLN COUNTY	STATE FUND FOR AVIATION AIRPORT PROJECT	N	\$1,722.27	-	-	\$1,722.27	-	09/16/2021	11/30/2021	-	Grantee	Planning	Sondra	Mark	09-16-21: FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PLAN (AIP) PROJECT AND FAA AIRPORT MASTER PLAN UPDATE AT THE ALAMO LANDING FIELD AIRPORT (L92), LINCOLN COUNTY. NV B/L#: EXEMPT
11	38821	00	ELKO COUNTY	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$2,026,722.00	-	-	\$1,323,138.00	\$703,584.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, ELKO COUNTY. NV B/L#: EXEMPT
12	38921	00	HUMBOLDT COUNTY	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$842,992.00	-	-	\$585,281.00	\$257,711.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, HUMBOLDT AND PERSHING COUNTIES. NV B/L#: EXEMPT
13	39021	00	LINCOLN COUNTY TRANSPORTATION	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$176,577.00	-	-	\$136,234.00	\$40,343.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, LINCOLN COUNTY. NV B/L#: EXEMPT
14	39221	00	NYE COMMUNITIES COALITION	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$202,029.00	-	-	\$192,080.00	\$9,949.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, CLARK, ESMERALDA, LINCOLN, AND NYE COUNTIES. NV B/L#: NVD20021504003
15	39521	00	PAHRUMP VALLEY PUBLIC TRANSPORTATION, INC.	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$1,162,095.00	-	-	\$860,592.00	\$301,503.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, NYE COUNTY. NV B/L#: NVD20201803062
16	39421	00	PARTNERS ALLIED FOR COMMUNITY EXCELLENCE (PACE) COALITION	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$185,910.00	-	-	\$176,753.00	\$9,157.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, ELKO, EUREKA, HUMBOLDT, LANDER, AND WHITE PINE COUNTIES. NV B/L#: NVD20021420154
17	39621	00	PYRAMID LAKE PAIUTE TRIBE	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$839,519.00	-	-	\$648,689.00	\$190,830.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, WASHOE COUNTY. NV B/L#: EXEMPT
18	27621	00	REGIONAL TRANSPORTATION COMMISSION (RTC) OF WASHOE COUNTY	PEDESTRIAN AND BICYCLE AWARENESS	N	\$1,995.50	-	-	\$1,995.50	-	09/24/2021	08/08/2022	-	Grantee	Planning	Sondra	Mark	09-24-21: PLACEMENT OF PEDESTRIAN EDUCATION POSTERS AND BANNERS ON BUSES TO RAISE AWARENESS FOR PEDESTRIAN SAFETY, WASHOE COUNTY. NV B/L#: EXEMPT
19	39721	00	SOUTHERN NEVADA TRANSIT COALITION BOULDER CITY	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$2,132,785.00	-	-	\$1,515,793.00	\$616,992.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, CLARK COUNTY. NV B/L#: NVD20021343670
20	39821	00	SOUTHERN NEVADA TRANSIT COALITION LAUGHLIN	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$5,934,081.00	-	-	\$4,220,138.00	\$1,713,943.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, CLARK COUNTY. NV B/L#: NVD20021343670
21	39921	00	SOUTHERN NEVADA TRANSIT COALITION MESQUITE	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$2,534,480.00	-	-	\$1,726,988.00	\$807,492.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, CLARK COUNTY. NV B/L#: NVD20021343670
22	40021	00	TAHOE TRANSPORTATION DISTRICT	FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT PROGRAM	Y	\$4,998,888.00	-	-	\$3,624,632.00	\$1,374,256.00	10/01/2021	09/30/2023	-	Grantee	Planning	Sondra	Mark	10-01-21: ASSISTANCE IN THE MAINTENANCE, DEVELOPMENT, IMPROVEMENT AND USE OF RURAL PUBLIC TRANSPORTATION MANAGEMENT ACTIVITIES, CARSON CITY AND DOUGLAS COUNTY. NV B/L#: NVD20101738296
23	47721	00	AFFORDABLE TREE SERVICE, INC.	TREE TRIMMING	N	\$8,706.00	-	-	\$8,706.00	-	09/10/2021	06/30/2022	-	Service Provider	District I	Jeff	Mario	09-10-21: TRIMMING OF THE MEXICAN FAN PALM TREES TO MAINTAIN THE STATE'S RIGHT-OF-WAY ON STATE ROUTE 613 BETWEEN RAMPART BOULEVARD AND TOWN CENTER DRIVE, CLARK COUNTY. NV B/L#: NVD20081548093-SQ PROPOSER: AFFORDABLE TREE SERVICE, INC.
24	07020	01	C.A. GROUP, INC.	MOUNT ROSE CORRIDOR PLAN	Y	\$445,922.43	-	\$78,825.00	\$524,747.43	-	10/12/2020	03/31/2022	09/24/2021	Service Provider	Program Development	Sondra	Mark	AMD 1 09-24-21: INCREASE AUTHORITY BY \$78,825.00 FROM \$445,922.43 TO \$524,747.43 DUE TO ADDITIONAL SCOPE OF SERVICES NEEDED TO BETTER INFORM THE PUBLIC AND EXAMINE POTENTIAL PEDESTRIAN CROSSING, PEDESTRIAN MOVEMENTS, AND PUBLIC MEETINGS. 10-12-20: PLANNING AND PREPARATION OF FUTURE TRANSPORTATION NEEDS FOR THE MOUNT ROSE CORRIDOR PLAN THROUGH STATE ROUTE 431, FROM THE JUNCTION OF JOY LAKE ROAD TO STATE ROUTE 341 AT VETERANS PARKWAY, WASHOE COUNTY. NV B/L#: NVD20081407877-R

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
25	58918	03	HDR ENGINEERING, INC.	395 NORTH VALLEYS PROJECT	N	\$3,654,176.00	\$293,895.65	\$298,858.02	\$4,246,929.67	-	02/11/2019	12/31/2025	09/24/2021	Service Provider	Project Management	Sajid	Nick	AMD 3 09-24-21: INCREASE AUTHORITY BY \$298,858.02 FROM \$3,948,071.65 TO \$4,246,929.67 DUE TO ADDITIONAL STRUCTURAL DESIGN HOURS TO MITIGATE ADDITIONAL UNION PACIFIC RAILROAD (UPRR) DESIGN REQUESTS, SEISMIC DESIGN, CONSTRUCTION SERVICES FOR STRUCTURAL WALLS AND BRIDGE WIDENINGS, AND THE INCLUSION OF WALL SIGN BRACKET DESIGNS. AMD 2 09-30-20: INCREASE AUTHORITY BY \$293,895.65 FROM \$3,654,176.00 TO \$3,948,071.65 AND EXTEND TERMINATION DATE FROM 12-31-23 TO 12-31-25 TO INCLUDE CONSTRUCTION SUPPORT FOR STRUCTURAL DESIGN, EXTENSION OF DESIGN SCHEDULE FROM 2021 TO 2023 TO ADD DIRECT AND INDIRECT COST. AMD 1 09-19-19: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 06-31-21 TO 12-31-23 AND MODIFY THE SCOPE OF SERVICES DUE TO CHANGES FROM NEARBY TRANSPORTATION PROJECTS AND ADDITIONAL DESIGN SERVICES FOR PARR-DANDINI INTERCHANGE BRIDGE PLANS. 02-11-19:ENGINEERING SUPPORT SERVICES TO INCLUDE GEOTECHNICAL INVESTIGATION, LANDSCAPE AND AESTHETICS, STRUCTURAL DESIGN, PUBLIC OUTREACH, AND SUBSURFACE UTILITY EXPLORATION FOR THE US 395 NORTH VALLEYS PROJECT, NECESSARY FOR INCREASING CAPACITY ON US 395 BETWEEN MCCARRAN BOULEVARD AND LEMMON DRIVE, WASHOE COUNTY. NV B/L#: NVD19851010291-R
26	45621	00	JE FULLER/HYDROLOGY AND GEOMORPHOLOGY, INC.	GREEN AMPT PROCESSING TOOL	N	\$60,000.00	-	-	\$60,000.00	-	09/24/2021	06/30/2023	-	Service Provider	Hydraulics	Sajid	Charlie	09-24-21: IMPLEMENTATION FOR THE DEVELOPMENT OF A GREEN AND AMPT SOILS DATA PROCESSING TOOL, UPDATES TO THE DEPARTMENT HYDRAULICS MANUAL, AND OTHER IMPLEMENTATION ASSISTANCE, STATEWIDE. NV B/L#: NVD20131401352-S
27	11118	01	LANDAUER, INC.	RADIATION EXPOSURE MONITORING	N	\$27,000.00	-	\$18,000.00	\$45,000.00	-	04/04/2018	10/01/2023	09/29/2021	Service Provider	Construction	Sajid	Sam	AMD 1 09-29-21: INCREASE AUTHORITY BY \$18,000.00 FROM \$27,000.00 TO \$45,000.00 AND EXTEND TERMINATION DATE FROM 09-30-21 TO 10-01-23 DUE TO THE CONTINUED NEED FOR SERVICES TO COMPLY WITH THE DEPARTMENT'S FOUR (4) RADIOACTIVE MATERIALS LICENSE. 04-04-18: RADIATION EXPOSURE MONITORING DETECTION SERVICES FOR DEPARTMENT PERSONNEL, STATEWIDE. NV B/L#: NVD20141203138-S
28	46321	00	LAS VEGAS PAVING CORPORATION	TRAFFIC CONTROL SERVICES	N	\$226,010.00	-	-	\$226,010.00	-	09/23/2021	08/31/2022	-	Service Provider	Architecture	Jerica	Anita	09-23-21: PROVIDE TRAFFIC CONTROL SERVICES DURING ROUTINE BRIDGE INSPECTIONS FOR THE SAFETY OF THE INSPECTORS AS THEY INSPECT THE BRIDGES TO MAINTAIN PROPER FUNCTION AND SAFE ROADWAYS IN CLARK AND LINCOLN COUNTIES. NV B/L#: NVD19581000650-Q PROPOSERS: LAS VEGAS PAVING CORP., NEVADA BARRICADE AND SIGN COMPANY, AMALGAMATED SAFETY COMPANY, HIGHWAY STRIPING AND SIGNS, LLC., SOUTHERN FLAGGERS AND BARRICADES, INC., THE BARRICADE COMPANY, LLC., AND MUELLER STRIPING
29	48321	00	LUMOS AND ASSOCIATES, INC.	DESIGN SERVICES	N	\$29,800.00	-	-	\$29,800.00	-	09/28/2021	09/30/2024	-	Service Provider	Architecture	Jerica	Anita	09-28-21: CIVIL ENGINEERING DESIGN TO COMPLETE THE REMAINING WORK RELATED TO THE SPRUNG STRUCTURE AT THE FALLON MAINTENANCE STATION AT THE TRENTO YARD TO RESOLVE CODE COMPATIBILITY ISSUES RELATED TO THE PLACEMENT AND UTILIZATION OF THE SPRUNG STRUCTURE, CHURCHILL COUNTY. NV B/L#:NVD19791006982-S
30	46521	00	MOFFATT AND NICHOL INFORMATION SYSTEMS DBA TAVLA SOLUTIONS	RAILWAY MANAGEMENT SYSTEM	Y	\$130,236.00	-	-	\$130,236.00	-	09/28/2021	09/30/2025	-	Service Provider	Safety	Sondra	Fred	09-28-21: IMPLEMENTATION AND MAINTENANCE OF RAIL-HIGHWAY CROSSING SAFETY PROGRAM, RAIL INVENTORY MANAGEMENT SYSTEM (RIMS) FOR AN EFFICIENT CROSSING INVENTORY DATABASE, STATEWIDE. NV B/L#: NVD20131276067-S
31	55921	00	PETERBILT TRUCK PARTS AND EQUIPMENT, LLC	REPLACEMENT OF ENGINE UNIT 1343	N	\$40,612.03	-	-	\$40,612.03	-	10/06/2021	04/30/2022	-	Service Provider	Equipment	Jerica	Wayne	10-06-21: REPLACEMENT OF THE FAILED ENGINE AND RELATED PARTS IN UNIT 1343 (2007 PETERBILT PLOW TRUCK), TO BRING THE UNIT BACK INTO WORKING CONDITION AND SERVICE. WASHOE COUNTY. NV B/L#: NVD20071328642-Q PROPOSERS: PETERBILT TRUCK PARTS AND EQUIPMENT, LLC, VELOCITY TRUCK CENTERS, AND KENWORTH OF
32	30621	00	THE CLEAN TAHOE PROGRAM	ROADSIDE LITTER CLEAN UP	N	\$200,000.00	-	-	\$200,000.00	-	09/24/2021	06/30/2023	-	Service Provider	Hydraulics	Sajid	Charlie	09-24-21: TO CLEAN ROADSIDE LITTER FROM THE DEPARTMENT'S RIGHT-OF-WAY, RESPOND TO PUBLIC REQUESTS FOR LITTER REMOVAL, AND TO MAINTAIN AND SERVICE THE DEPARTMENT'S TRASH CONTAINERS, WASHOE AND DOUGLAS COUNTIES. NV B/L#: NVD20212154268
33	47221	00	UNION PACIFIC RAILROAD COMPANY	DIAGNOSTIC REVIEW AND DESIGN SERVICES	Y	\$50,000.00	-	-	\$50,000.00	-	09/09/2021	06/30/2023	-	Service Provider	Safety	Sondra	Fred	09-09-21: DIAGNOSTIC REVIEW AND DESIGN SERVICES FOR HIGHLAND AVENUE RAILWAY-HIGHWAY CROSSING IN RENO, WASHOE COUNTY. NV B/L# NVD19691003146-S
34	08820	02	WILLIAMS AND COMPANY CONSULTING, INC.	STORAGE TANK TRAINING	N	\$12,500.00	-	\$6,250.00	\$18,750.00	-	04/15/2020	12/31/2021	09/29/2021	Service Provider	Training	Cole	Allison	AMD 2 09-29-21: INCREASE AUTHORITY BY \$6,250.00 FROM \$12,500.00 TO \$18,750.00 DUE TO THE NEED FOR AN ADDITIONAL CLASS DUE TO DELAYS CAUSED BY COVID-19 PROTOCOLS, AND CORRECTION TO THE SECOND PARTY NAME FROM WILLIAMS & COMPANY CONSULTING, INC. DBA PETRO CLASSROOM TO WILLIAMS AND COMPANY CONSULTING, INC. AMD 1 11-30-20: NO COST AMENDMENT TO EXTEND THE TERMINATION DATE FROM 12-31-20 TO 12-31-21 DUE TO COVID-19 PANDEMIC PROTOCOLS DELAYING COMPLETION OF TRAINING. 4-15-20: TRAINING FOR UNDERGROUND STORAGE TANK CLASS BASED ON THE DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS FOR DISTRICTS 1 AND 2 MAINTENANCE STAFF AT THEIR FUELING STATIONS, CLARK AND WASHOE COUNTIES. NV B/L#: NVD20121203683-S

NO COST AGREEMENTS AND/OR AMENDMENTS																		
Line No.	Agreement No.	Amend No.	Contractor	Purpose	Fed	Original Agreement Amount	Total of Prior Amendments	Amendment Amount	Payable Amount	Receivable Amount	Start Date	End Date	Amend Date	Agree Type	Division	Director's Office	Division Head	Notes
35	50321	00	COX COMMUNICATIONS LAS VEGAS, INC.	OCCUPANCY PERMIT	N	-	-	-	-	-	09/13/2021	09/30/2046	-	Facility	Right-of-Way	Sajid	Craig	09-13-21: NO COST AGREEMENT OCCUPANCY PERMIT UNDER PERMIT NUMBER 214171 ON STATE ROUTE 562 FROM MILEPOST 29.78 TO MILEPOST 29.89, CLARK COUNTY. NV B/L#: NVF19981315619
36	50421	00	COX COMMUNICATIONS LAS VEGAS, INC.	OCCUPANCY PERMIT	N	-	-	-	-	-	09/20/2021	09/30/2046	-	Facility	Right-of-Way	Sajid	Craig	09-20-21: NO COST AGREEMENT OCCUPANCY PERMIT UNDER PERMIT NUMBER 214242 ON STATE ROUTE 582 FROM MILEPOST 27.32 TO MILEPOST 27.16, CLARK COUNTY. NV B/L#: NVF19981315619
37	50621	00	COX COMMUNICATIONS LAS VEGAS, INC.	OCCUPANCY PERMIT	N	-	-	-	-	-	09/24/2021	09/30/2046	-	Facility	Right-of-Way	Sajid	Craig	09-24-21: NO COST AGREEMENT OCCUPANCY PERMIT UNDER PERMIT NUMBER 214210 ON STATE ROUTE 604 FROM MILEPOST 46.49 TO MILEPOST 46.69, CLARK COUNTY. NV B/L#: NVF19981315619
38	51721	00	MCIMETRO ACCESS TRANSMISSION	OCCUPANCY PERMIT	N	-	-	-	-	-	10/05/2021	10/31/2046	-	Facility	Right-of-Way	Sajid	Craig	10-05-21: NO COST AGREEMENT OCCUPANCY PERMIT UNDER PERMIT NUMBER 213046 ON STATE ROUTE 582 FROM MILEPOST CL 16.12 TO MILEPOST 16.19, CLARK COUNTY. NV B/L#: EXEMPT
39	50521	00	NV ENERGY	DESIGN INITIATION	N	-	-	-	-	-	09/21/2021	09/30/2026	-	Facility	Right-of-Way	Sajid	Craig	09-21-21: NO COST AGREEMENT DESIGN INITIATION FOR A NEW HIGH MAST LIGHTING SERVICE INSTALLED ON THE CORNER OF ROSEWOOD DRIVE AND EAST TWAIN AVENUE, CLARK COUNTY. NV B/L#: NVD19831015840
40	51121	00	NV ENERGY	DESIGN INITIATION	N	-	-	-	-	-	09/28/2021	09/30/2026	-	Facility	Right-of-Way	Sajid	Craig	09-28-21: NO COST AGREEMENT DESIGN INITIATION TO POWER A TRAFFIC SIGNAL CONTROLLER AT I-515 AND CHARLESTON BOULEVARD, CLARK COUNTY. NV B/L#: NVD19831015840
41	48921	00	GRACE PRESBYTERIAN CHURCH	MULTI-USE LEASE	N	-	-	-	-	-	09/08/2021	09/07/2023	-	Lease	Right-of-Way	Sajid	Craig	09-08-21: NO COST AGREEMENT MULTI-USE LEASE FOR PARCEL I-015-CL-041.593LE1 INCLUDING CHURCH, ADMINISTRATIVE AND EDUCATION BUILDINGS, SINGLE-FAMILY RESIDENCE, AND PAVED PARKING LOTS FOR PROJECT N4-STP-015-1-2(147), CLARK COUNTY. NV B/L#: NVD20131273617
42	51021	00	PALM MORTUARY, INC.	CONSTRUCTION OUTSIDE RIGHT-OF-WAY	N	-	-	-	-	-	09/28/2021	09/30/2026	-	ROW Access	Right-of-Way	Sajid	Craig	09-28-21: NO COST AGREEMENT TO ALLOW THE DEPARTMENT AND ITS CONTRACTORS TO ENTER THE OWNER'S PROPERTY TO CONSTRUCT AND RECONSTRUCT FENCING ON NORTH MAIN STREET AT THE SOUTHWEST CORNER OF PARCEL NUMBER 139-21-603-001, CLARK COUNTY. NV B/L#: NVD19701003108
43	47421	01	ANTON PAAR USA, INC.	RHEOMETER INSPECTIONS	N	\$19,100.00	-	-	\$19,100.00	-	09/08/2021	01/31/2022	09/15/2021	Service Provider	Materials	Jenica	Charlie	AMD 1 09-15-21: NO COST AMENDMENT TO CORRECT THE ORIGINAL AGREEMENT NUMBER ASSIGNED FROM P471-21-040 TO P474-21-027 AND TO TRANSFER THE BILLING DIVISION CODE FROM C040 (CONSTRUCTION) TO C027 (MATERIALS) FOR THE SERVICES PROVIDED. 09-08-21: PERFORMANCE INSPECTION AND CALIBRATION ON FOUR (4) RHEOMETERS, TO ENSURE PRODUCTS USED ARE IN GOOD WORKING ORDER AND PROPERLY CALIBRATED, WASHOE COUNTY. NV B/L#: NVF2018175538-S
44	60117	01	INFO TECH, INC. OF FLORIDA	IMPLEMENTATION OF PROJECT CONSTRUCTION AND MATERIALS SOFTWARE	N	\$1,844,290.00	-	-	\$1,844,290.00	-	01/11/2018	06/30/2022	09/29/2021	Service Provider	Construction	Sajid	Sam	AMD 1 09-29-21: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 12-31-21 TO 06-03-22 TO ALLOW FOR ADDITIONAL TIME TO COMPLETE THE IMPLEMENTATION OF THE MATERIALS MODULE OF THE SOFTWARE. 01-11-18: IMPLEMENTATION OF AASHTOWARE PROJECT CONSTRUCTION AND MATERIALS SOFTWARE INCLUDING SHARED INFORMATION AND DATA FROM THE CURRENT AASHTOWARE PROJECT FIELD MANAGER, STATEWIDE. NV B/L#: NVF20121317852-S
45	39818	02	CIVIX	RIGHT-OF-WAY GEOGRAPHIC INFORMATION SOFTWARE (GIS)	N	\$3,097,000.00	-	-	\$3,097,000.00	-	08/19/2019	08/31/2022	10/05/2021	Service Provider	Information Technology	Felicia	David	AMD 2 10-05-21: NO COST AMENDMENT TO UPDATE THE SYSTEM REQUIREMENTS AND LIST OF DELIVERABLES, AND CORRECTING THE SERVICE PROVIDERS NAME FROM MB3 INC. DBA CIVIX TO CIVIX. AMD 1 03-05-21: NO COST AMENDMENT FOR LEGAL CHANGE OF COMPANY NAME FROM GCR, INC. TO MB3 DBA CIVIX. 08-19-19: DELIVERY AND IMPLEMENTATION OF A RIGHT-OF-WAY GEOGRAPHIC INFORMATION SOFTWARE (GIS) LAYER FOR A FULLY FUNCTIONAL TRANSPORTATION GIS WITH ESTABLISHED RIGHT-OF-WAY BOUNDARIES OR OWNERSHIP IN AN ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) GEODATABASE FORMAT, CARSON CITY. NV B/L#: NVF20181832110-R
46	47717	05	ZEN CONSULTANTS, INC.	MAPPING AND COMPUTER AIDED DESIGN AND DRAFTING (CADD) STANDARDS	N	\$557,000.00	\$1,365,500.00	-	\$1,922,500.00	-	09/11/2017	12/31/2021	09/28/2021	Service Provider	Design	Sajid	Scott	AMD 5 09-28-21: NO COST AMENDMENT TO EXTEND TERMINATION DATE FROM 09-30-21 TO 12-31-21 TO ALLOW FOR CHANGES TO OPEN ROAD DESIGN CONFIGURATIONS. AMD 4 05-13-20: INCREASE AUTHORITY BY \$42,500.00 FROM \$1,880,000.00 TO \$1,922,500.00 AND EXTEND TERMINATION DATE FROM 06-30-21 TO 09-30-21 TO ALLOW FOR CONFIGURATION AND ADDITIONAL TRAINING OF SUBSURFACE UTILITY DESIGN AND ANALYSIS (SUDA) TOOLS WITHIN OPEN ROAD DESIGN. AMD 3 11-21-19: INCREASE AUTHORITY BY \$423,000.00 FROM \$1,457,000.00 TO \$1,880,000.00 AND EXTEND TERMINATION DATE FROM 12-31-19 TO 06-30-21 FOR ADDITIONAL TRAINING, DEPLOYMENT OF NEW SOFTWARE, AND EXTENDED SUPPORT. AMD 2 09-11-18: INCREASE AUTHORITY BY \$900,000.00 FROM \$557,000.00 TO \$1,457,000.00 TO DEVELOP CONSULTANT DELIVERABLE GUIDELINES AND CADD STANDARDS, WORKFLOWS, AND TRAINING MATERIALS. AMD 1 04-12-18: NO COST AGREEMENT TO CORRECT INSURANCE LANGUAGE TO REFLECT THE SERVICE PROVIDER'S STATUS AS A SOLE PROPRIETOR AND OBTAIN WORKER'S COMPENSATION INSURANCE AFFIDAVIT. 09-11-17: DEVELOPMENT OF MAPPING AND COMPUTER AIDED DESIGN AND DRAFTING (CADD) STANDARDS, 3D MODELING WORKFLOWS, AND UPGRADES TO THE LATEST CADD SOFTWARE PLATFORM, STATEWIDE. NV B/L# NVF20161177028-S



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

MEMORANDUM

October 20, 2021

TO: Department of Transportation Board of Directors

FROM: Kristina Swallow, P.E., Director

SUBJECT: November 8, 2021 | Transportation Board of Directors Meeting

ITEM #8: RT 20-01A – Resolution of Relinquishment of Portions of SR-147 East Lake Mead Boulevard in the city of North Las Vegas, Clark County, state of Nevada - *For possible action.*

Summary:

- This item asks the Board to adopt a resolution of relinquishment for portions of SR-147 East Lake Mead Boulevard to transfer said portions of highway to the city of North Las Vegas.
- The portions to be relinquished of East Lake Mead Boulevard in the city of Las Vegas, Clark County, state of Nevada, are designated as Parcels: S-147-CL-000.394 RT1 and S-147-CL-000.394 RT2 (*See Attachment A*).

Background:

On August 26, 2020, the state entered into an agreement, agreement number P225-20-063, with the city of North Las Vegas to transfer ownership of certain portions of highway to the city of North Las Vegas. (*See Attachment E*)

On August 4, 2021, the state and the city of Las Vegas executed a resolution consenting to relinquishment whereby the city of Las Vegas agreed to accept said highways. (*See attachment F*)

Analysis:

The city of North Las Vegas requested the relinquishment of these portions of highway for the purpose of a transportation facility. The relinquishment of the Department's interests in the aforesaid portions of highway is in accordance with NRS 408.527, pertinent portions are below. The full text of NRS 408.527 is included in *Attachment D*.

NRS 408.527 Procedure for relinquishment of roadways; regulations.

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

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

List of Attachment(s):

- A. Location Maps
- B. Resolution of Relinquishment with attached Exhibits
- C. Environmental Approvals
- D. NRS 408.527
- E. City of Las Vegas agreement P225-20-063
- F. Resolution Consenting to Relinquishment and Land Transfers

Recommendation for Board Action:

Approve the Resolution to relinquish portions of state highway right-of-way to the city of North Las Vegas designated as Parcels: S-147-CL-000.394 RT1 and S-147-CL-000.394 RT2 from the state to the city of North Las Vegas.

Prepared by:

Craig Reynoldson, Chief Right-of-Way Agent

LOCATION MAP



RT 20-01A

DESCRIPTION: Portions of SR-147 (East Lake Mead Boulevard) from the westerly right-of-way line of Yale Street to the westerly right-of-way line of Las Vegas Boulevard and from the easterly right-of-way line of Las Vegas Boulevard to the center of North Pecos Road in the City of North Las Vegas, County of Clark, State of Nevada

301

All of APNs: 139-23-299-027, (See Exhibit "A")
Ptn. of APNs: 139-22-699-026, (See Exhibit "A")
Control Sections: CL-46 and CL-67
Route: SR-147 (East Lake Mead Boulevard) Former Routes: FAS-147, FAU-539, FAU-576,
SR-41, SR-41A
Project: SU-539(2)
E.A.: 70275
Ptn. of Parcels: 1419 & 1423.1
Road Transfer No.: RT 20-01A
Road Transfer Parcels: S-147-CL-000.394 RT1
S-147-CL-000.394 RT2

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

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

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, presently holds easement and fee simple interests in that certain right-of-way for portions of SR-147 (East Lake Mead Boulevard), extending from approximate Highway Engineer's Station "O1" 34+28 P.O.T. to approximate Highway Engineer's Station "O1" 52+76 P.O.T., and from approximate Highway Engineer's Station "O1" 57+04 P.O.T. to approximate Highway Engineer's Station "O1" 145+69 A.P.; and

WHEREAS, said right-of-way is delineated and identified as Parcels S-147-CL-000.394 RT1 and S-147-CL-000.394 RT2 on EXHIBITS "B" through "P", inclusive, attached hereto and made a part hereof; and

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

WHEREAS, said right-of-way is of no further contemplated use by the Department due to those portions of SR-147 (East Lake Mead Boulevard) being in excess of its needs; and

WHEREAS, the City of North Las Vegas has requested the relinquishment of aforesaid portions of highway for the purpose of a transportation facility; and

WHEREAS, the City of North Las Vegas has agreed to accept the relinquishment of said right-of-way for the aforesaid portions of SR-147 (East Lake Mead Boulevard) together with any and all revocable leases and licenses entered into between the Department and the adjoining owners for the multiple use of the right-of-way; and

WHEREAS, the City of North Las Vegas entered into an agreement with the Department on August 26, 2020, to accept the hereinafter described designated road as a part of the City of North Las Vegas road system; and

WHEREAS, the City Council of the City of North Las Vegas, State of Nevada, consented by resolution passed and adopted on August 4, 2021, to the Department relinquishing the aforesaid portions of said road to the City of North Las Vegas; and

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

THEREFORE, it is hereby determined by the Board of Directors of the Nevada Department of Transportation, State of Nevada, that the following described right-of-way and incidents thereto, being all that land, delineated and identified as Parcels S-147-CL-000.394 RT1 and S-147-CL-000.394 RT2 on EXHIBITS "B" through "P", inclusive, attached hereto and made a part hereof, is hereby relinquished to the City of North Las Vegas of the State of Nevada. Said right-of-way is described in EXHIBIT "A", attached hereto and made a part hereof.

It is the intent of the Department to relinquish to the City of North Las Vegas all of the Department's right, title and interest in and to the aforesaid described right-of-way as shown on EXHIBITS "B" through "P", inclusive, attached hereto and made a part hereof.

DATED this __ day of _____, 20__.

APPROVED AS TO LEGALITY AND FORM:

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

Dennis Gallagher, Chief Deputy Attorney General

Steve Sisolak, Chairman

ATTEST:

Jeff Lerud, Secretary to the Board

LEGAL DESCRIPTION PREPARED BY:
GREGORY A. BIGBY, P.L.S.
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

EXHIBIT "A"
LEGAL DESCRIPTION

All of APNs: 139-23-299-027, 139-23-299-033, 139-23-299-034 139-23-699-011,
139-23-699-013, 139-23-699-014, 139-23-699-015, 139-23-799-002,
139-24-299-004, 139-24-299-005, 139-24-299-006, 139-24-299-007,
139-24-299-008, 139-24-299-044, 139-24-399-001, 139-24-399-002,
139-24-699-016, 139-24-699-017, 139-24-699-031, 139-24-799-001,
139-24-799-002, 139-24-799-041, 139-24-799-042
Ptn. of APNs: 139-22-699-026, 139-22-699-027, 139-22-799-005, 139-22-799-006,
139-23-203-013, 139-23-299-006, 139-23-299-032, 139-23-299-035,
139-23-399-001, 139-23-399-003, 139-23-699-012, 139-23-799-001,
139-24-299-009, 139-24-299-010, 139-24-299-011, 139-24-299-012,
139-24-299-013, 139-24-299-014, 139-24-299-018, 139-24-299-022,
139-24-696-001, 139-24-699-015, 139-24-699-030, 139-24-799-015

Project: SU-539(2)

E.A. 70275

Ptn. of Parcels: 1419 & 1423.1

Road Transfer No.: RT 20-01A

Parcels: S-147-CL-000.394 RT1

S-147-CL-000.394 RT2

S-147-CL-000.394 RT1

Situate, lying and being in the City of North Las Vegas, County of Clark, State of Nevada, and more particularly described as a portion of the SE 1/4 of the NE 1/4 and a portion of the NE 1/4 of SE 1/4 of Section 22 and a portion of the SW 1/4 of the NW 1/4 and a portion of the NW 1/4 of the SW 1/4 of Section 23, all in T. 20 S., R. 61 E., M.D.M., and more fully described by metes and bounds as follows:

Being all that portion of SR-147 (East Lake Mead Boulevard) from the westerly right-of-way line of Yale Street at approximate Highway Engineer's Station "O1" 34+28 P.O.T., extending easterly a distance of approximately 1,849 feet to the westerly right-of-way line of North Las Vegas Boulevard at approximate Highway Engineer's Station "O1" 52+76 P.O.T.

S-147-CL-000.394 RT2

Situate, lying and being in the City of North Las Vegas, County of Clark, State of Nevada, and more particularly described as a portion of the SE 1/4 of the NW 1/4 and a portion of the NE 1/4 of SW 1/4 and a portion of the S 1/2 of the NE 1/4 and the N 1/2 of the SE 1/4 of Section 23

and a portion of the S 1/2 of the N 1/2 and a portion of the N 1/2 of the S 1/2 of Section 24, all in T. 20 S., R. 61 E., M.D.M., and more fully described by metes and bounds as follows:

Being all that portion of SR-147 (East Lake Mead Boulevard) from the easterly right-of-way line of North Las Vegas Boulevard at approximate Highway Engineer's Station "O1" 57+04 P.O.T., extending easterly a distance of approximately 8,865 feet to the easterly section line of said Section 24 at approximate Highway Engineer's Station "O1" 145+69 A.P.

It is the intent of this description to describe and it does describe all that real property described in that certain CORPORATION QUITCLAIM DEED, filed for record on February 05, 1988, in Book 880205, as Instrument No. 00751, excepting that portion of said SR-147 lying within Section 19, T. 20 S., R. 62 E., M.D.M., and all that real property described in that certain FINAL ORDER OF CONDEMNATION, filed for record on October 29, 1971, in Book 176, as Instrument No. 140745 in the Office of the County Recorder, Clark County, Nevada, excepting that portion of right-of-way described in that certain RESOLUTION OF RELINQUISHMENT, filed on April 02, 2015, as Instrument No. 201504020002391 in the Office of the County Recorder, Clark County, Nevada.

EXCEPTING THEREFROM any and all water rights appurtenant to said parcels.

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

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

PARCEL NO. PREFIX: S-147-CL-

ROAD TRANSFER
SR-147 (EAST LAKE MEAD BOULEVARD)
YALE STREET TO PECOS ROAD

BEGIN ROAD TRANSFER

"01" 34+28 P.O.T.

000.394 RT1

BEGIN ROAD TRANSFER

"01" 57+04 P.O.T.

END ROAD TRANSFER

"01" 52+76 P.O.T.

SECTION 22

SECTION 23

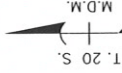
SECTION 24

SECTION 24

SECTION 19

END ROAD TRANSFER

"01" 145+69 A.P.



R. 61 E.
R. 62 E.

N. PECOS RD.

CCL050

YALE ST.

N. LAS VEGAS BLVD.

124 3099L

RT 20-01A STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

CL-46
CL-67

DATE: OCTOBER 12, 2021

EXHIBIT "B"

APPROVED: *[Signature]*
MANAGER IN CHARGE SURVEY SERVICES
NOT TO SCALE SHEET 1 OF 15

CITY OF NORTH LAS VEGAS
COUNTY OF CLARK

MAP ID NO.: 56485
\\037_RightOfWay\RoadTransfers\
Clark\RT_20-01A\Sht 1.dgn

	TRACED	JPP
	CHECKED	DAC
DATE OF LAST REVISION:		

PARCEL NO. PREFIX: S-147-CL-

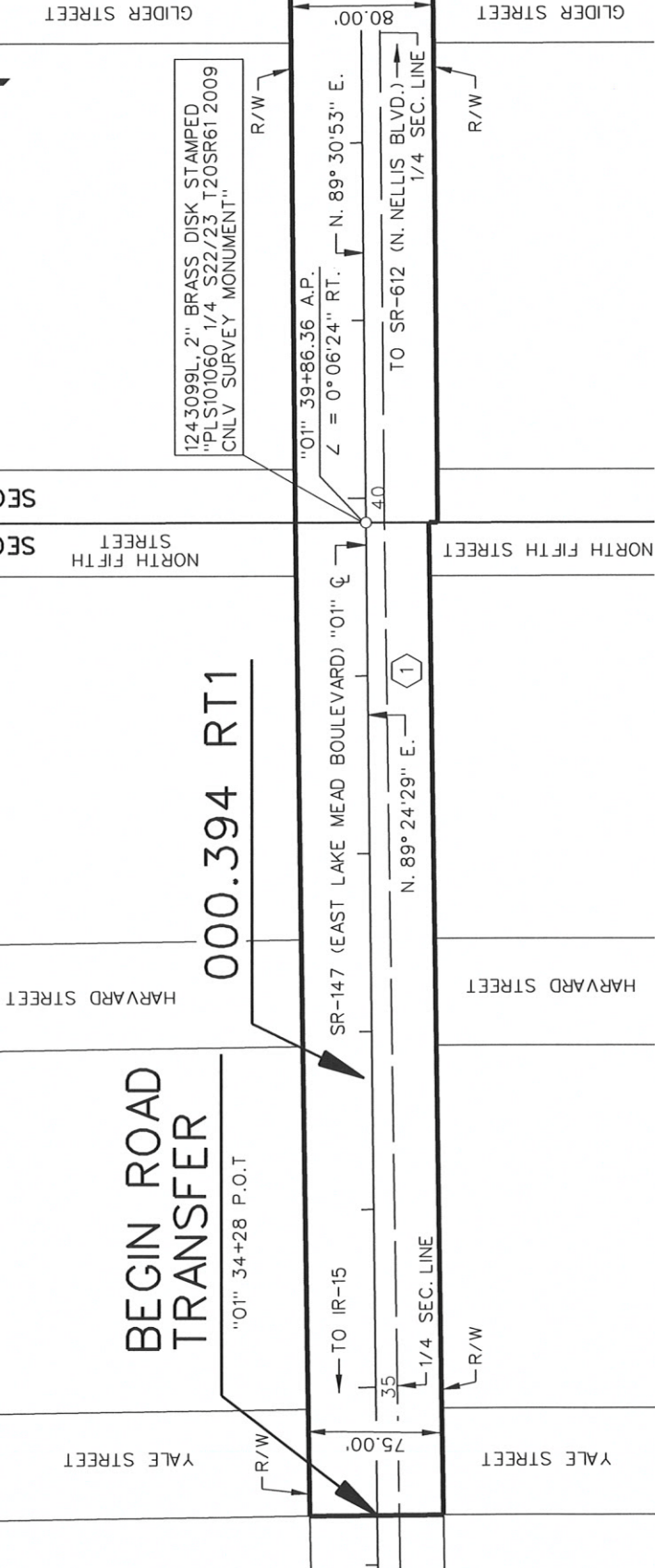
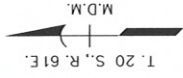
CITY OF NORTH LAS VEGAS

BEGIN ROAD TRANSFER

COUNTY OF CLARK

000.394 RT1

SECTION 22 SECTION 23



1243099L 2" BRASS DISK STAMPED
 "PLS101060 1/4 S22/23 T20SR61 2009
 CNLV SURVEY MONUMENT"

"01" 39+86.36 A.P.
 $Z = 0^{\circ}06'24"$ RT.

TO SR-612 (N. NELLIS BLVD.)
 1/4 SEC. LINE



AREA TO BE RELINQUISHED

1 PTN. OF QUITCLAIM DEED
 CITY OF NORTH LAS VEGAS
 BK. 880205 INST. 00751
 REC. 02/05/1988, FEE & EASEMENT

RT 20-01A STATE OF NEVADA CL-46
 DEPARTMENT OF TRANSPORTATION

DATE: OCTOBER 12, 2021

EXHIBIT "C"

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

SCALE: 1" = 100'
 SHEET 2 OF 15

TRACED	JPP
CHECKED	DAC
DATE OF LAST REVISION:	

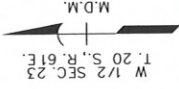
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 Clark\rt 20-01A\Sht 2.dgn

PARCEL NO. PREFIX: S-147-CL-

CITY OF NORTH LAS VEGAS

COUNTY OF CLARK

000.394 RT1



"01" ζ
 $\Delta = 5^{\circ}00'08"$
 $R = 1,042.80'$
 $L = 91.04'$

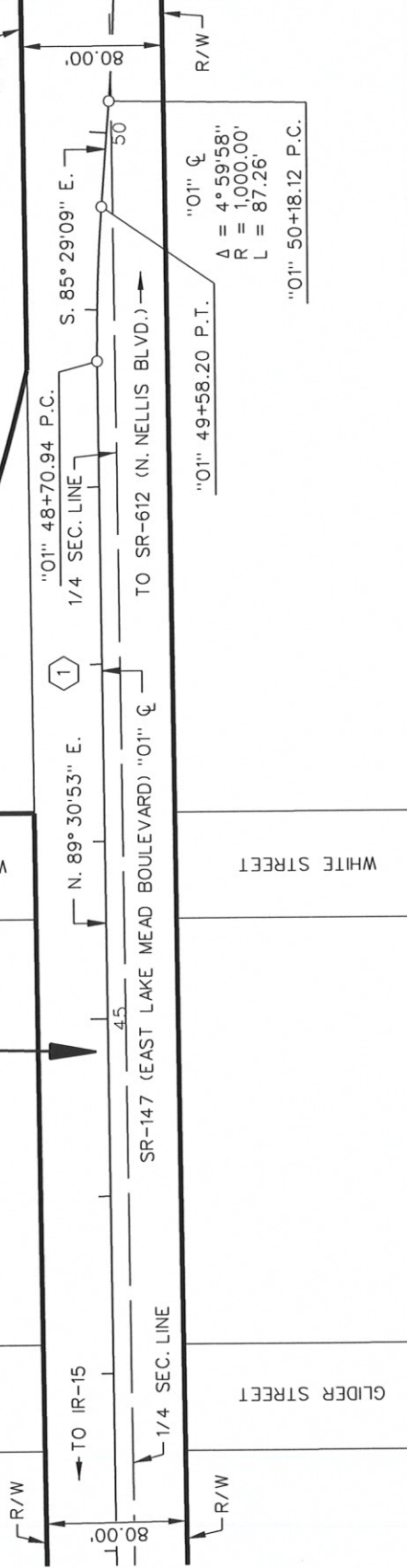
"01" ζ
 $\Delta = 4^{\circ}59'58"$
 $R = 1,000.00'$
 $L = 87.26'$
 "01" 50+18.12 P.C.

GLIDER STREET

WHITE STREET

GLIDER STREET

WHITE STREET



AREA TO BE RELINQUISHED
 1/4 SECTION LINE AND CENTERLINE ARE NOT COINCIDENT

1 PTN. OF QUITCLAIM CITY OF NORTH LAS VEGAS BK. 880205, INST. 00751 REC. 02/05/1988, FEE & EASEMENT

2 PTN. OF DEED A.G. WILLIAMS, ET UX BK. 714, INST. 574075 REC. 05/06/1966, FEE

TRACED	JPP
CHECKED	DAC
DATE OF LAST REVISION:	

MAP ID NO.: 56485
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RT 20-01A STATE OF NEVADA CL-46
 DEPARTMENT OF TRANSPORTATION

DATE: OCTOBER 12, 2021

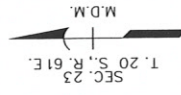
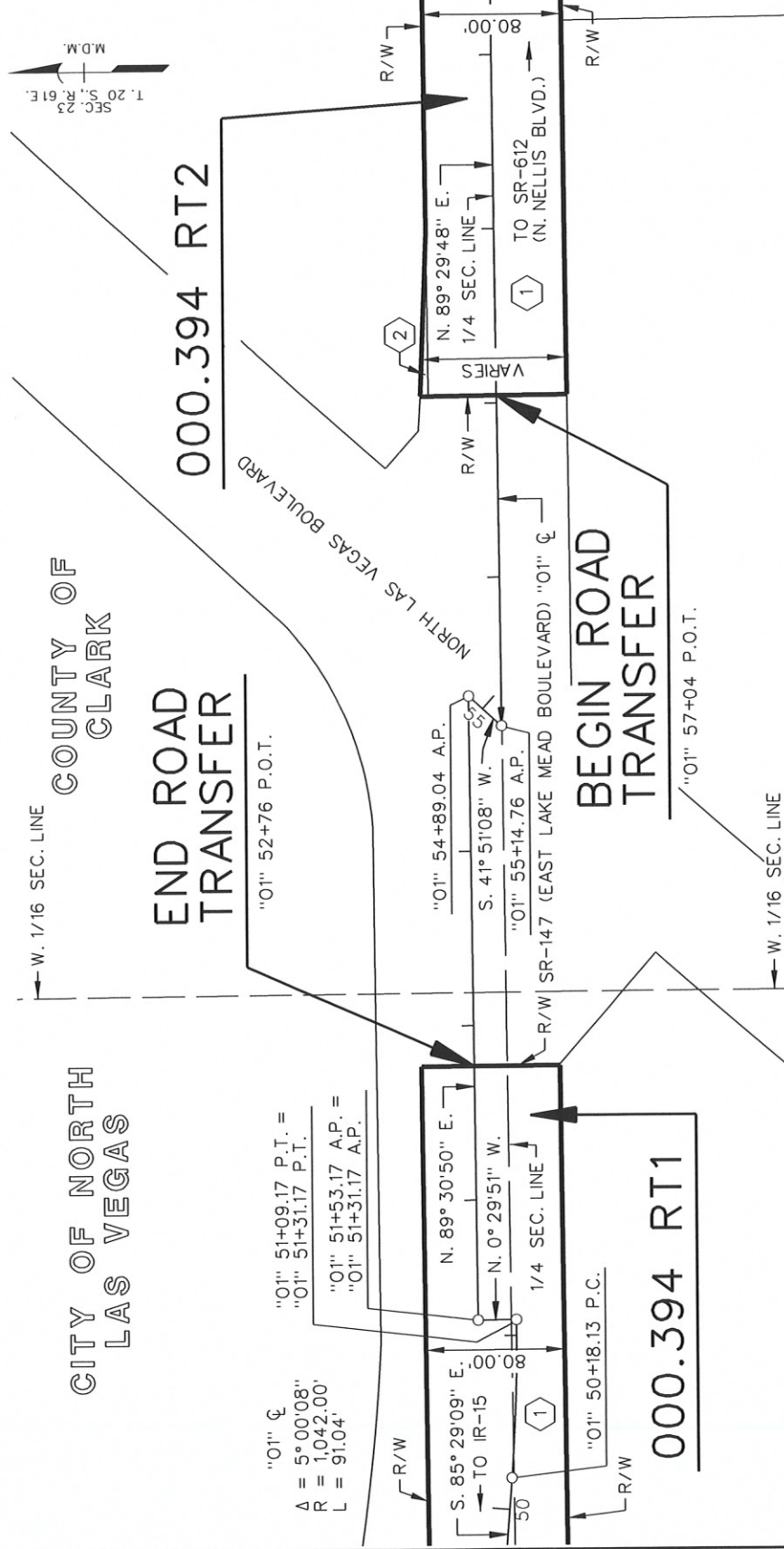
EXHIBIT "D"

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

SCALE 1" = 100' SHEET 3 OF 15

PROJECT NO.: SU-593(2)
E.A.: 70275

PARCEL NO. PREFIX: S-147-CL-



COUNTY OF CLARK

CITY OF NORTH LAS VEGAS

END ROAD TRANSFER

000.394 RT2

BEGIN ROAD TRANSFER

000.394 RT1

"01" ζ
 $\Delta = 5^{\circ}00'08"$
 $R = 1,042.00'$
 $L = 91.04'$
 "01" 51+09.17 P.T. =
 "01" 51+31.17 P.T.
 "01" 51+53.17 A.P. =
 "01" 51+31.17 A.P.

RT 20-01A STATE OF NEVADA CL-46
 DEPARTMENT OF TRANSPORTATION CL-67

DATE: OCTOBER 12, 2021

EXHIBIT "E"

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

SCALE: 1" = 100'

SHEET 4 OF 15

PTN. OF QUITCLAIM
 CITY OF NORTH LAS VEGAS
 BK. 880205, INST. 00751
 REC. 02/05/1988, FEE & EASEMENT

PTN. OF F.O.C.
 JENNIE E. FRULLO, ET. AL.
 PTN. OF PARCEL 1423.1
 BK. 176, INST. 140745
 REC. 10/29/1971, FEE

TRACED	JPP
CHECKED	DAC
DATE OF LAST REVISION:	

AREA TO BE RELINQUISHED

1/4 SECTION LINE AND CENTERLINE ARE NOT COINCIDENT

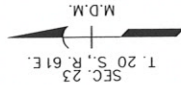
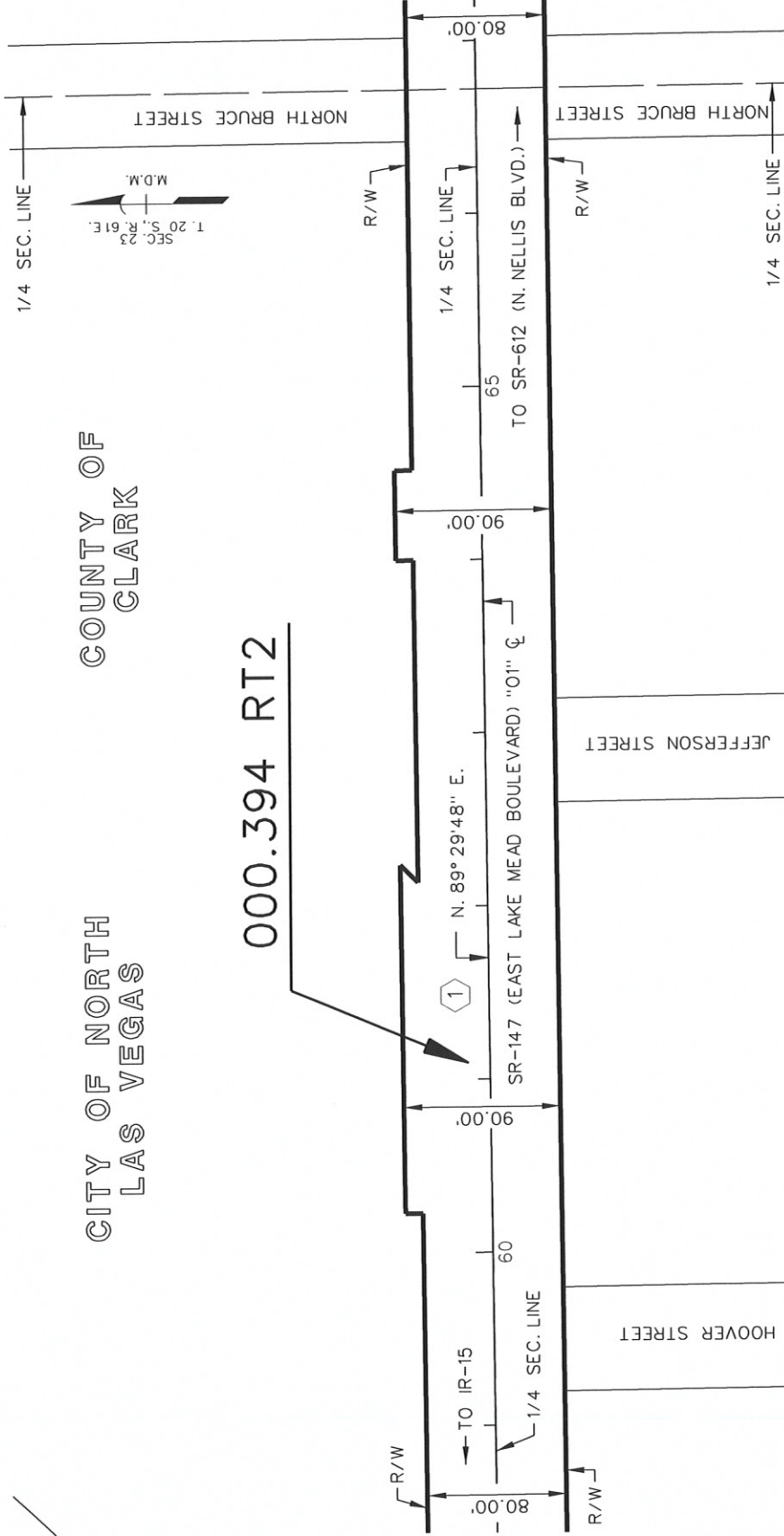
MAP ID NO.: 56485
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 Clark\RT_20-01A\Sht 4.dgn

PARCEL NO. PREFIX: S-147-CL-

CITY OF NORTH LAS VEGAS

COUNTY OF CLARK

000.394 RT2



PTN. OF QUITCLAIM
 CITY OF NORTH LAS VEGAS
 BK. 880205, INST. 00751
 REC. 02/05/1988, FEE & EASEMENT

AREA TO BE RELINQUISHED
 1/4 SECTION LINE AND CENTERLINE ARE NOT COINCIDENT

MAP ID NO.: 56485
 \037_RightOfWay\RoadTransfer\
 Clark\RT_20-01A\Sht. 5.dgn

TRACED	JPP
CHECKED	DAC
DATE OF LAST REVISION:	

RT 20-01A STATE OF NEVADA CL-67
 DEPARTMENT OF TRANSPORTATION

DATE: OCTOBER 12, 2021

EXHIBIT "F"

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

SCALE: 1" = 100'

SHEET 5 OF 15

PARCEL NO. PREFIX: S-147-CL-

1/4 SEC. LINE

NORTH BRUCE STREET

CITY OF NORTH LAS VEGAS

COUNTY OF CLARK

000.394 RT2

R/W

TO IR-15

1/4 SEC. LINE

R/W

NORTH BRUCE STREET

SR-147 (EAST LAKE MEAD BOULEVARD) "01" C

70

N. 89° 29' 48" E.

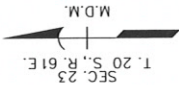
1/4 SEC. LINE

80.00

75

TO SR-612 (N. NELLIS BLVD.)

R/W



AREA TO BE RELINQUISHED

1/4 SECTION LINE AND CENTERLINE ARE NOT COINCIDENT



PTN. OF QUITCLAIM CITY OF NORTH LAS VEGAS BK. 880205, INST. 00751 REC. 02/05/1988, FEE & EASEMENT

MAP ID NO.: 56485
\\037_RightOfWay\RoadTransfer\Clark RT 20-01A\Sht 6.dgn

	TRACED	JPP
	CHECKED	DAC
DATE OF LAST REVISION:		

RT 20-01A STATE OF NEVADA DEPARTMENT OF TRANSPORTATION

CL-67

DATE: OCTOBER 12, 2021

EXHIBIT "G"

APPROVED: MANAGER II, R/W SURVEY SERVICES

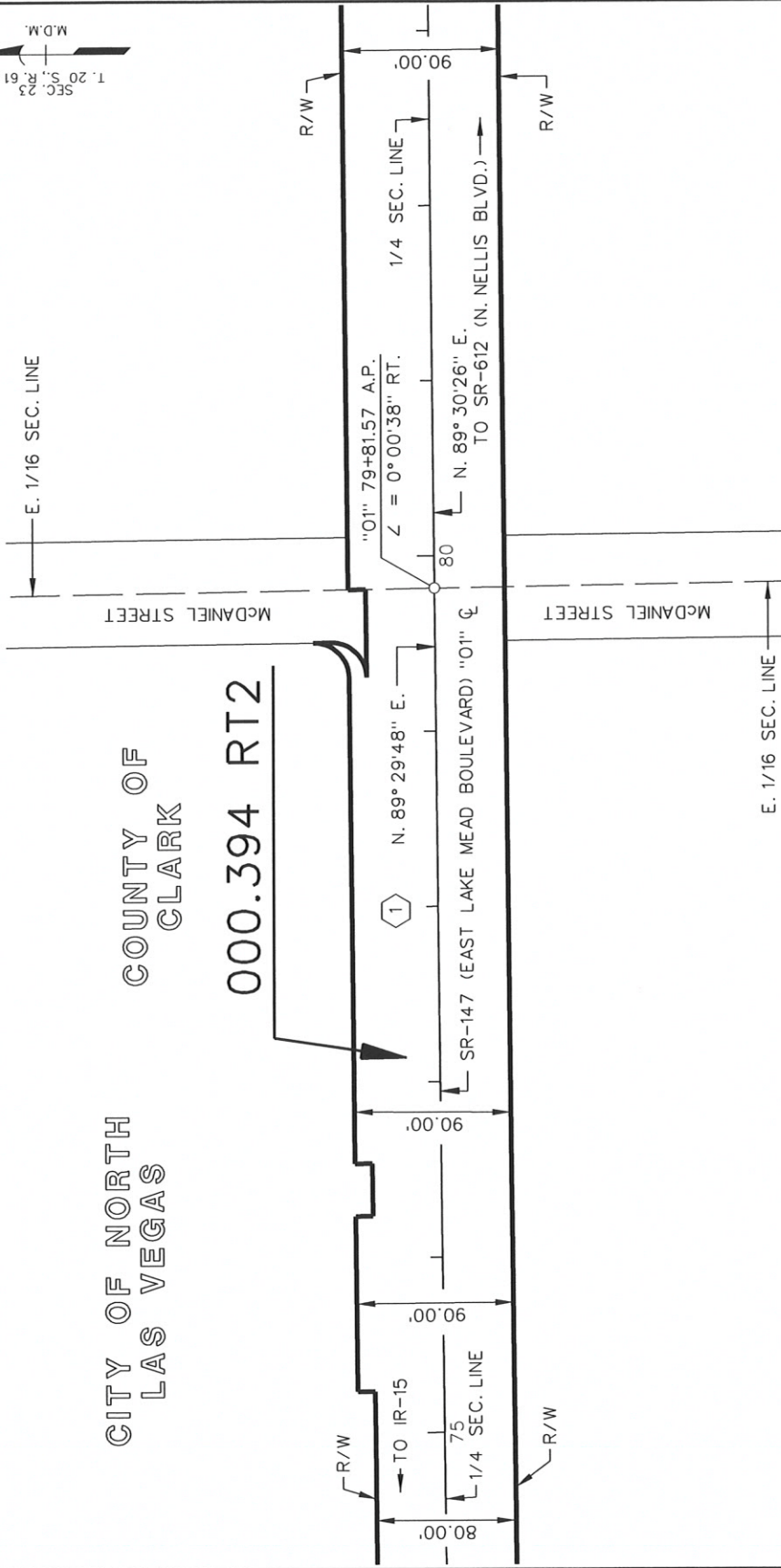
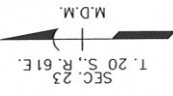
SCALE 1" = 100' SHEET 6 OF 15

PARCEL NO. PREFIX: S-147-CL-

CITY OF NORTH
LAS VEGAS

COUNTY OF
CLARK

000.394 RT2



AREA TO BE
RELINQUISHED

1/4 SECTION LINE AND CENTERLINE
ARE NOT COINCIDENT

1 PTN. OF QUITCLAIM
CITY OF NORTH LAS VEGAS
BK. 880205, INST. 00751
REC. 02/05/1988, FEE & EASEMENT

RT 20-01A STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

CL-67

DATE: OCTOBER 12, 2021

EXHIBIT "H"

[Signature]
MANAGER ILLUM SURVEY SERVICES

APPROVED:

SCALE 1" = 100'

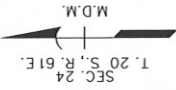
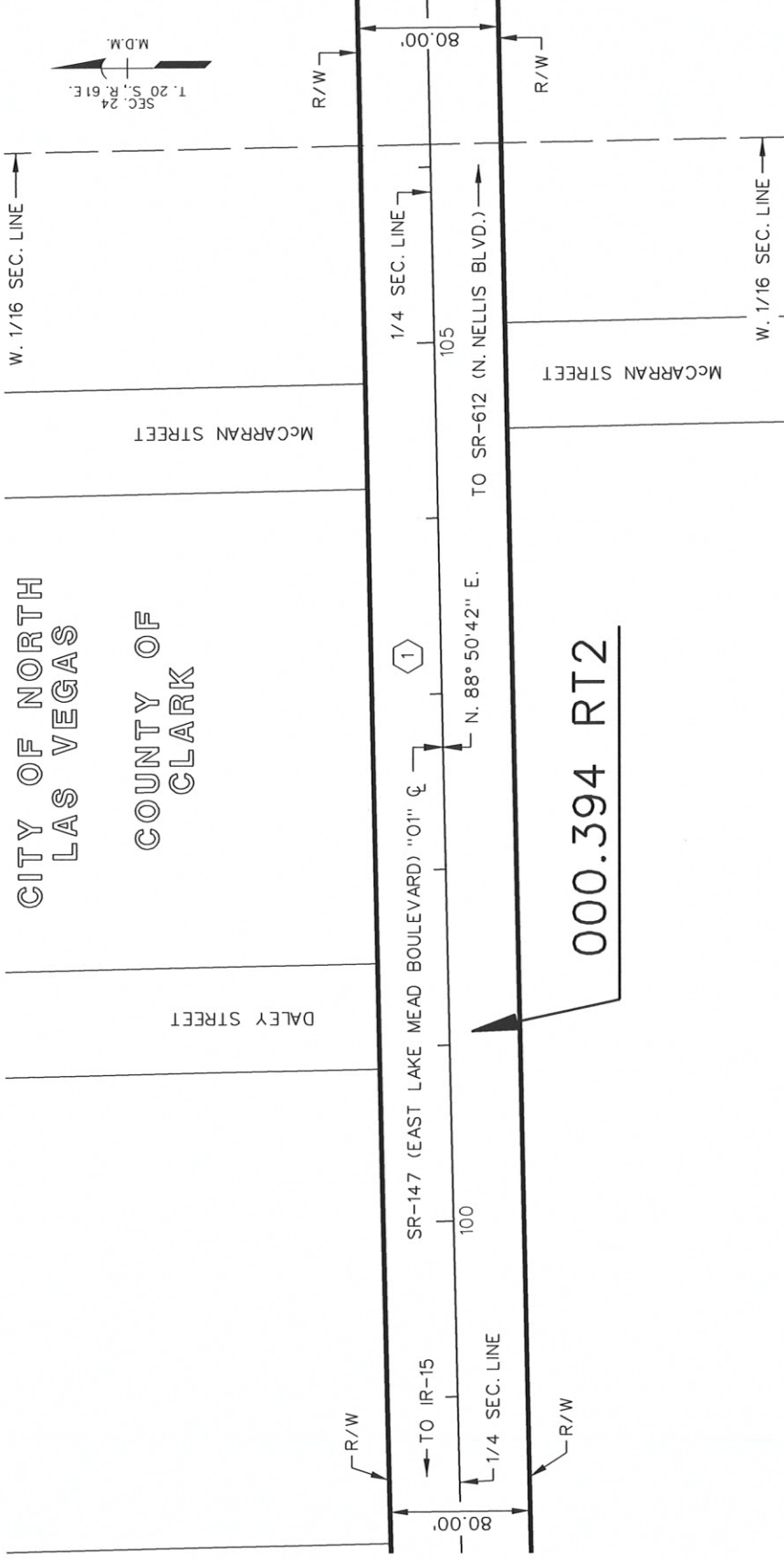
	TRACED	JPP
	CHECKED	DAC
DATE OF LAST REVISION:		

MAP ID NO.: 56485
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SHEET 7 OF 15

PARCEL NO. PREFIX: S-147-CL-

CITY OF NORTH LAS VEGAS
COUNTY OF CLARK



AREA TO BE RELINQUISHED

1/4 SECTION LINE AND CENTERLINE ARE NOT COINCIDENT



PTN. OF QUITCLAIM
CITY OF NORTH LAS VEGAS
BK. 880205, INST. 00751
REC. 02/05/1988, FEE & EASEMENT

000.394 RT2

RT 20-01A STATE OF NEVADA DEPARTMENT OF TRANSPORTATION CL-67

DATE: OCTOBER 12, 2021

EXHIBIT "K"

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

SCALE 1" = 100'

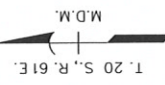
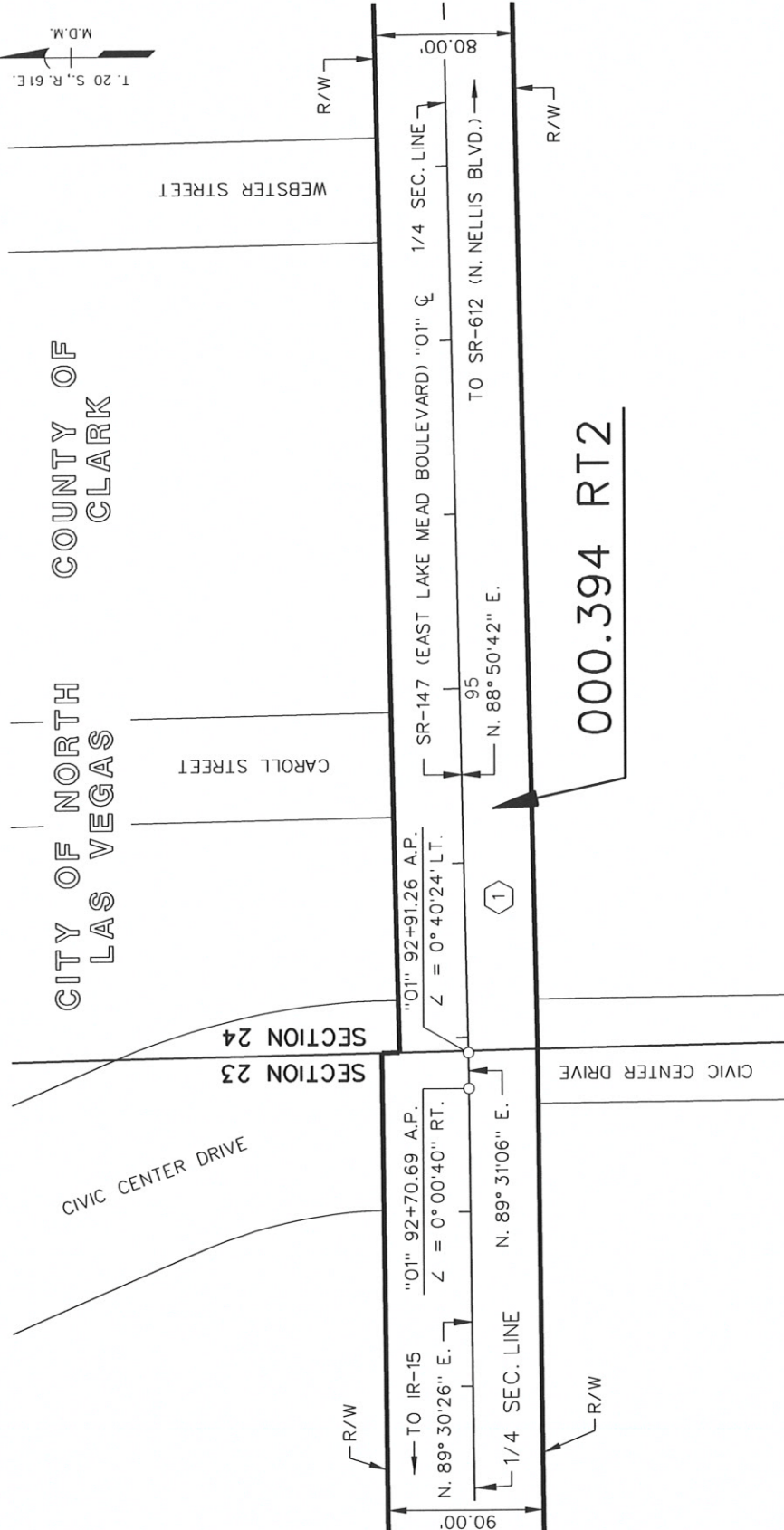
SHEET 10 OF 15

MAP ID NO.: 56485
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Clark RT 20-01A\Shot 10.dgn



TRACED	JPP
CHECKED	DAC
DATE OF LAST REVISION:	

PARCEL NO. PREFIX: S-147-CL-



COUNTY OF CLARK

CITY OF NORTH LAS VEGAS

WEBSTER STREET

CAROLL STREET

SECTION 23
SECTION 24

CIVIC CENTER DRIVE

CIVIC CENTER DRIVE

000.394 RT2



AREA TO BE RELINQUISHED

1/4 SECTIN LINE AND CENTERLINE ARE NOT COINCIDENT

PTN. OF QUITCLAIM
CITY OF NORTH LAS VEGAS
BK. 880205, INST. 00751
REC. 02/05/1988, FEE & EASEMENT

RT 20-01A STATE OF NEVADA CL-67
DEPARTMENT OF TRANSPORTATION

DATE: OCTOBER 12, 2021

EXHIBIT "J"

APPROVED: *Jerry A. Burt*
MANAGER IRR/W SURVEY SERVICES

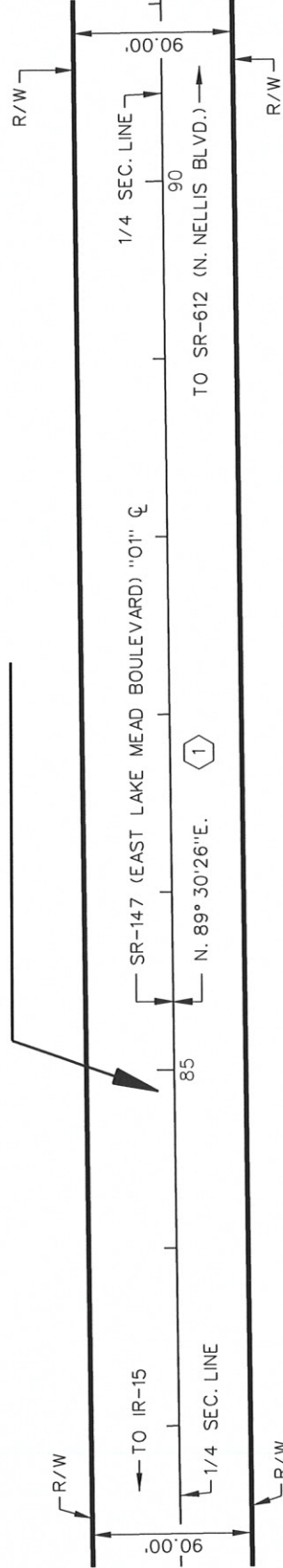
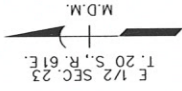
SCALE 1" = 100' SHEET 9 OF 15

MAP ID NO.: 56485 \\037_RightOfWay\RoadTransfer\ Clark\RT_20-01A\Sht 9.dgn	NEVADA DOT	TRACED CHECKED	JPP DAC
DATE OF LAST REVISION:			

PARCEL NO. PREFIX: S-147-CL-

CITY OF NORTH LAS VEGAS COUNTY OF CLARK

000.394 RT2



AREA TO BE RELINQUISHED

1/4 SECTION LINE AND CENTERLINE ARE NOT COINCIDENT

PTN. OF QUITCLAIM CITY OF NORTH LAS VEGAS BK. 880205, INST. 00751 REC. 02/05/1988, FEE & EASEMENT



MAP ID NO.: 56485 \037_RightOfWay\RoadTransfer\Clark\RT_20-01A\Sht 8.dgn

NEVADA DOT	TRACED	JPP
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DATE OF LAST REVISION:		

RT 20-01A STATE OF NEVADA DEPARTMENT OF TRANSPORTATION

CL-67

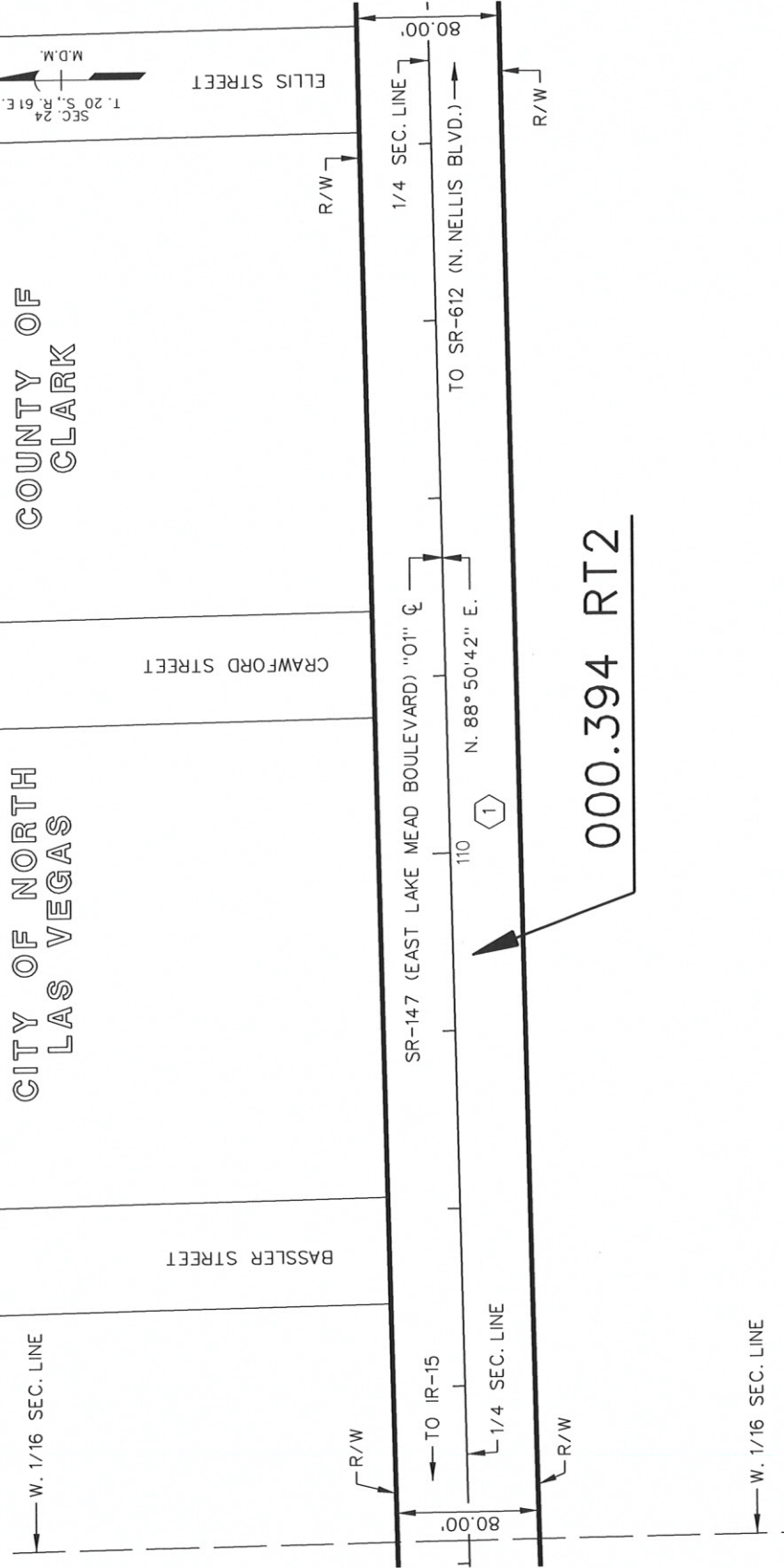
DATE: OCTOBER 12, 2021

EXHIBIT "I"

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

SCALE 1" = 100' SHEET 8 OF 15

PARCEL NO. PREFIX: S-147-CL-



AREA TO BE
RELINQUISHED

1/4 SECTION LINE AND CENTERLINE
ARE NOT COINCIDENT

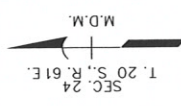
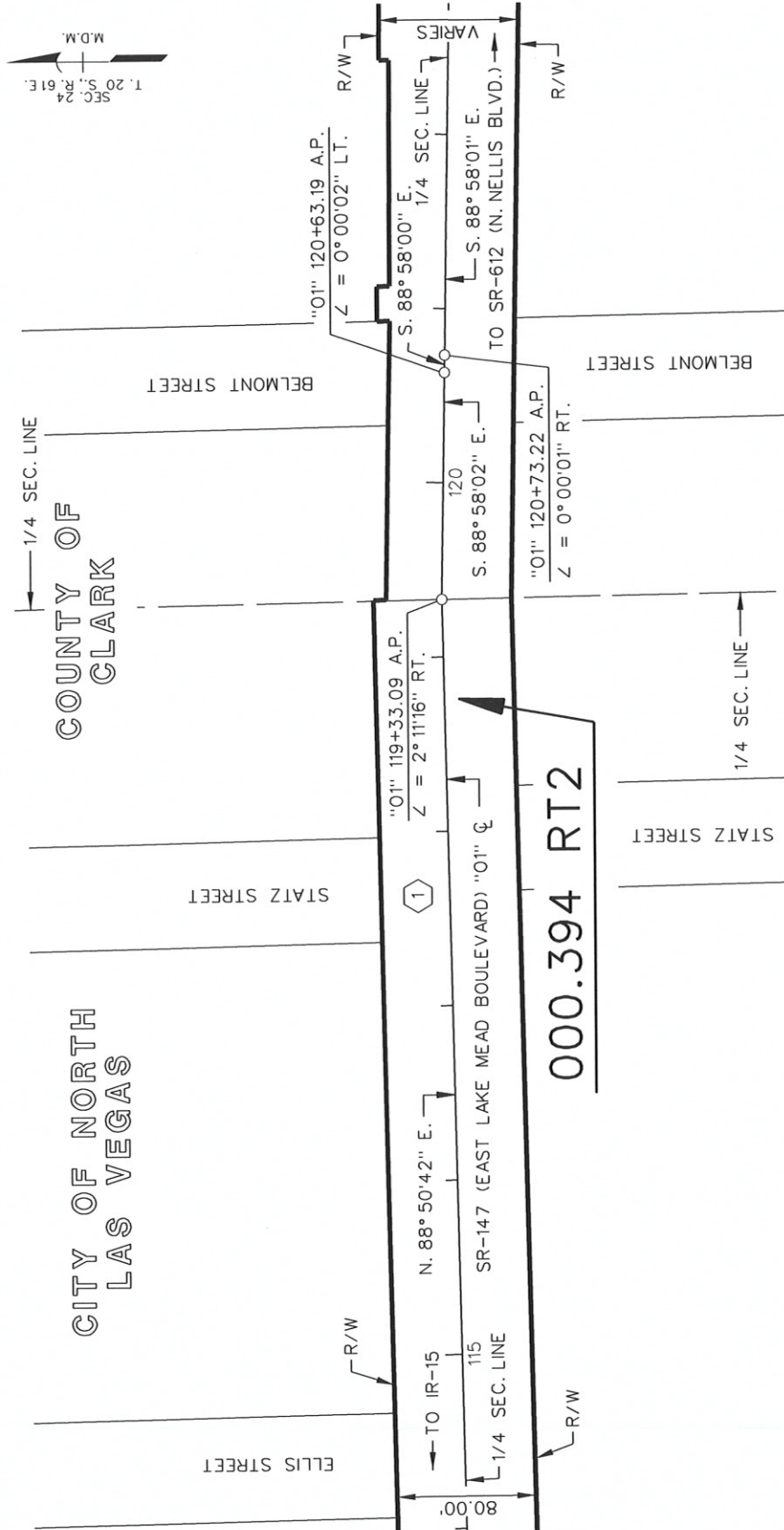
PTN. OF QUITCLAIM
CITY OF NORTH LAS VEGAS
BK. 880205, INST. 00751
REC. 02/05/1988, FEE & EASEMENT

MAP ID NO.: 56485
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NEVADA DOT	TRACED	JPP
	CHECKED	DAC
DATE OF LAST REVISION:		

RT 20-01A STATE OF NEVADA CL-67
 DEPARTMENT OF TRANSPORTATION
 DATE: OCTOBER 12, 2021
EXHIBIT "L"
 APPROVED: *[Signature]*
 MANAGER IN CHARGE SURVEY SERVICES
 SCALE 1" = 100' SHEET 11 OF 15

PARCEL NO. PREFIX: S-147-CL-



AREA TO BE RELINQUISHED
1/4 SECTION LINE AND CENTERLINE ARE NOT COINCIDENT

PTN. OF QUITCLAIM
CITY OF NORTH LAS VEGAS
BK. 880205, INST. 00751
REC. 02/05/1988, FEE & EASEMENT

MAP ID NO.: 56485
\\037_RightOfWay\RoadTransfer\Clark\RT_20-01A\Sht 12.dgn

NEVADA DOT	TRACED	JPP
	CHECKED	DAC
DATE OF LAST REVISION:		

RT 20-01A STATE OF NEVADA CL-67
DEPARTMENT OF TRANSPORTATION

DATE: OCTOBER 12, 2021

EXHIBIT "M"

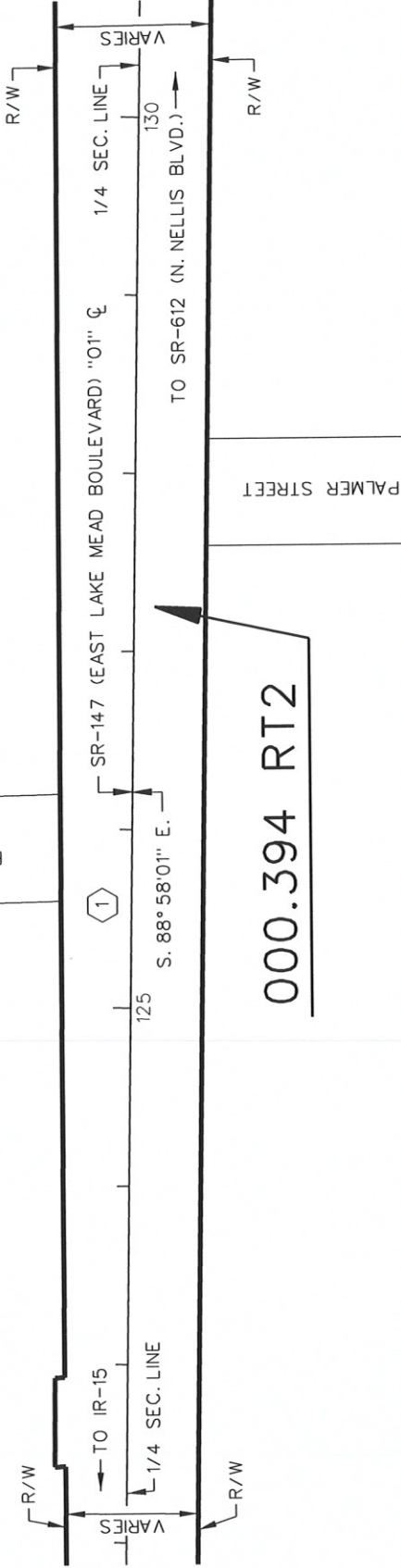
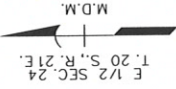
APPROVED: *[Signature]*
MANAGER, R/W SURVEY SERVICES

SCALE: 1" = 100'
SHEET 12 OF 15

PARCEL NO. PREFIX: S-147-CL-

CITY OF NORTH LAS VEGAS

COUNTY OF CLARK



000.394 RT2

1 PTN. OF QUITCLAIM
 CITY OF NORTH LAS VEGAS
 BK. 880205, INST. 00751
 REC. 02/05/1988, FEE & EASEMENT

AREA TO BE RELINQUISHED
 1/4 SECTION LINE AND CENTERLINE ARE NOT COINCIDENT

MAP ID NO.: 56485
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 Clark\RT 20-01A\Sht 13.dgn

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	CHECKED	DAC
DATE OF LAST REVISION:		

RT 20-01A STATE OF NEVADA CL-67
 DEPARTMENT OF TRANSPORTATION

DATE: OCTOBER 12, 2021

EXHIBIT "N"

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

SCALE: 1" = 100' SHEET 13 OF 15

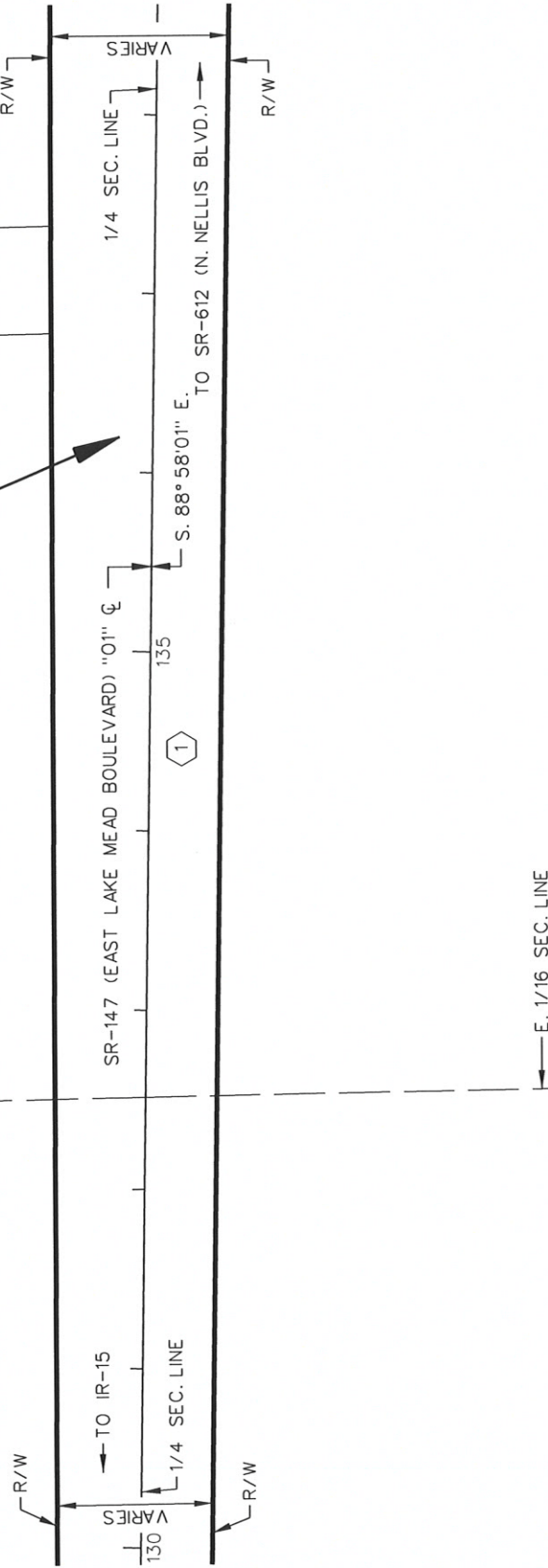
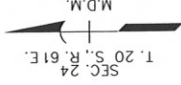
PARCEL NO. PREFIX: S-147-CL-

E. 1/16 SEC. LINE

CITY OF NORTH LAS VEGAS
 COUNTY OF CLARK

000.394 RT2

WILKINSON WAY



AREA TO BE RELINQUISHED

1/4 SECTION LINE AND CENTERLINE ARE NOT COINCIDENT

1 PTN. OF QUITCLAIM
 CITY OF NORTH LAS VEGAS
 BK. 880205, INST. 00751
 REC. 02/05/1988, FEE & EASEMENT

MAP ID NO.: 56485
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NEVADA DOT	TRACED	JPP
	CHECKED	DAC
DATE OF LAST REVISION:		

RT 20-01A STATE OF NEVADA CL-67
 DEPARTMENT OF TRANSPORTATION

DATE: OCTOBER 12, 2021

EXHIBIT "O"

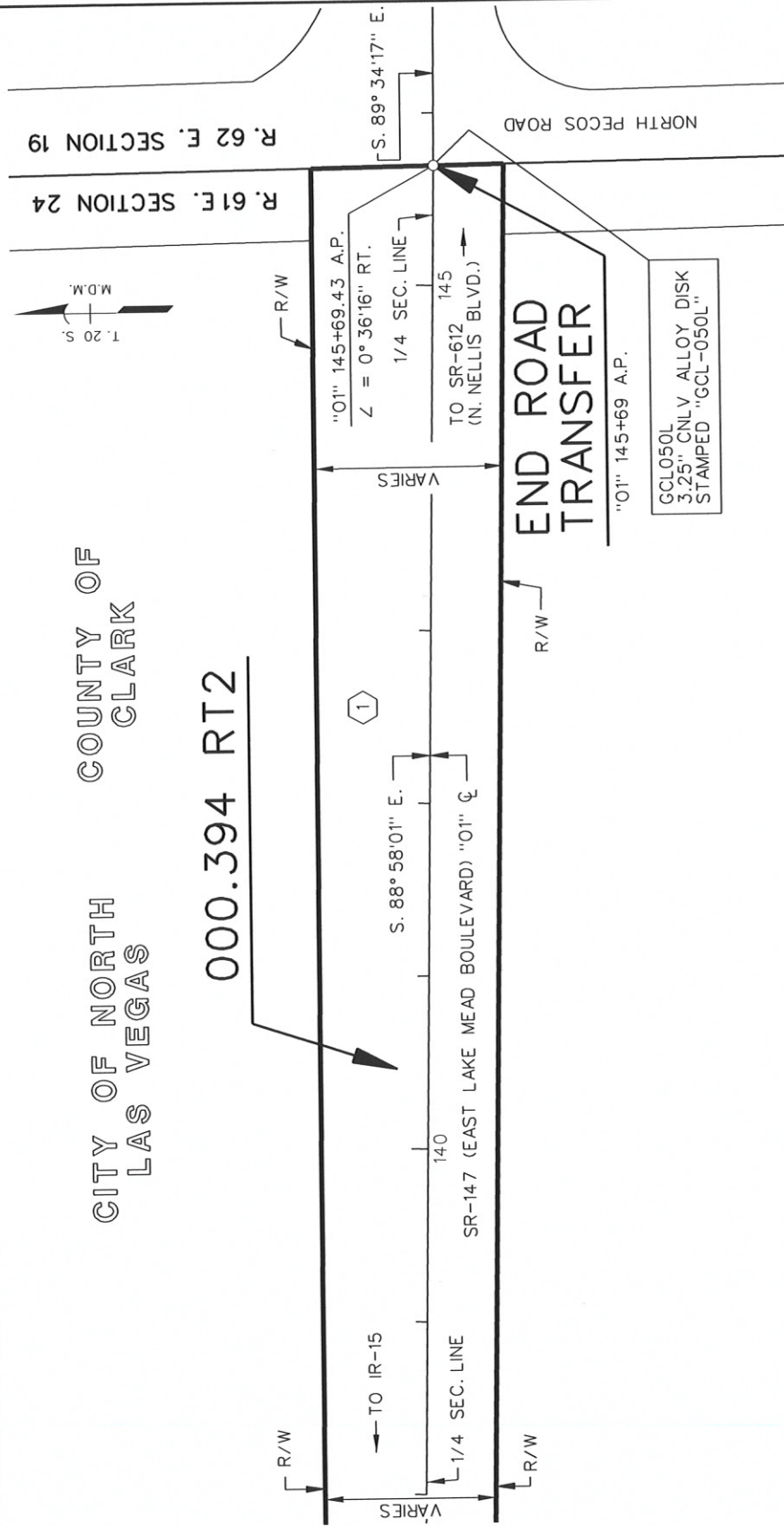
[Signature]
 APPROVED: _____
 MANAGER II R/W SURVEY SERVICES

SCALE: 1" = 100'
 SHEET 14 OF 15

PARCEL NO. PREFIX: S-147-CL-

CITY OF NORTH LAS VEGAS COUNTY OF CLARK

000.394 RT2



END ROAD TRANSFER

GCL050L
3.25" CNLV ALLOY DISK
STAMPED "GCL-050L"

AREA TO BE RELINQUISHED

1/4 SECTION LINE AND CENTERLINE ARE NOT COINCIDENT

PTN. OF QUITCLAIM CITY OF NORTH LAS VEGAS BK. 880205, INST. 00751 REC. 02/05/1988, FEE & EASEMENT

RT 20-01A STATE OF NEVADA DEPARTMENT OF TRANSPORTATION CL-67

DATE: OCTOBER 12, 2021

EXHIBIT "P"

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

SCALE: 1" = 100'

SHEET 15 OF 15

TRACED	JPP
CHECKED	DAC
DATE OF LAST REVISION:	

MAP ID NO: 56485
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1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7013
Fax: (775) 888-7104

MEMORANDUM

Environmental Division

September 23, 2021

To: Jake Helget, Staff Specialist, Right-of-Way
From: My-Linh Nguyen, Ph.D., P.E., Chief Environmental Division *CCY for*
Subject: Environmental Certification
Surplus No.: RT 20-01A
Project: 70275
Parcel No: S-147-CL-000.394 RT1, S-147-CL-000.394 RT2
Description: Disposal of portions of SR-147 (East Lake Mead Boulevard) from the westerly right-of-way line of Yale Street to the westerly right-of-way line of Las Vegas Boulevard and from the easterly right-of-way line of Las Vegas Boulevard to the center of North Pecos Road in the City of North Las Vegas, County of Clark, State of Nevada

The Environmental Division reviewed the requested action as presented in your memo dated September 23, 2021 and found it clear of any documented environmental concern for disposal. A Programmatic Categorical Exclusion (PCE) was completed on September 23, 2021 in accordance with the Programmatic Agreement (PA) completed between the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA), effective February 15, 2017.

EC: Project E-File

ATTACHMENT C

NRS 408.527 Procedure for relinquishment of roadways; regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COOPERATIVE AGREEMENT
SR 147, LAKE MEAD BLVD TRANSFER

This Agreement is made and entered into on *August 26, 2020*, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and City of North Las Vegas, 2250 Las Vegas Blvd. North, Suite 200, North Las Vegas, NV 89030, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS Chapter 408 provides for the DEPARTMENT to relinquish portions of State rights-of-way and highways; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to accommodate certain transfer of State Route 147, Lake Mead Boulevard, from Milepost 0.393 (Yale Avenue) to Milepost 2.485 (Pecos Avenue) from the DEPARTMENT to the CITY, as shown on Exhibit 1, including all improvements, hereinafter called the "TRANSFER;" and

WHEREAS, the TRANSFER of ownership, operation, and maintenance services to be provided by the CITY will be of benefit to the DEPARTMENT, the CITY, and to the people of the State of Nevada; and

WHEREAS, the Board of Directors of the State of Nevada Department of Transportation may approve the transfer of the right-of-way, as shown on Exhibit 1, together with its attendant maintenance and improvement responsibilities; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES

1. To accept the right-of-way and ownership, including improvements for operation, maintenance, and responsibility for Lake Mead Blvd. (SR147), from Milepost 0.393 (Yale Avenue) to Milepost 2.485 (Pecos Avenue), and shown on Exhibit 1, upon execution of this Agreement and recordation of the Resolution of Relinquishment.

2. To accept a monetary contribution as equitable compensation for accepting the road in its current condition the sum of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) for the transfer of the roadway.

3. To submit the Resolution Consenting to Relinquishment and Land Transfer Agreement for action and approval by the North Las Vegas City Council.

4. To allow the DEPARTMENT to complete the pedestrian project identified as Contract 3800 in DEPARTMENT records scheduled for 2020/2021 without seeking permits from the CITY.

ARTICLE II - DEPARTMENT AGREES

1. To pay to the CITY, the sum of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) for the transfer of the roadway to the CITY, within thirty (30) days of the signing of this Agreement.

2. To transfer the right-of-way and ownership, including all improvements for the operation, maintenance, and responsibility for Lake Mead Blvd. (SR147), from Milepost 0.393 (Yale Avenue) to Milepost 2.485 (Pecos Avenue), and shown on Exhibit 1, upon execution of this Agreement and recordation of the Resolution of Relinquishment and Quit Claim Deed(s).

3. To complete the pedestrian project identified as Contract 3800 in DEPARTMENT records, scheduled for 2020/2021, whether the project takes place before or after the TRANSFER. The DEPARTMENT shall not be required to seek permits from the CITY if the project takes place after the TRANSFER.

4. To provide the CITY with copies of records regarding the right-of-way and highways identified in this TRANSFER, addressing legal descriptions, right-of-way maps, permits and leases, utility easement descriptions, maintenance records, as-built drawings, and structure details, where available.

5. To have prepared all legal descriptions and maps necessary for this TRANSFER.

6. To provide the legal descriptions and maps to the CITY for review and comment prior to transfer of the roadways.

7. To prepare the Resolution Consenting to Relinquishment and Land Transfer Agreement and the Resolution of Relinquishment. The Resolution Consenting will be submitted to the CITY for action and approval by the North Las Vegas City Council. The DEPARTMENT will submit the Resolution of Relinquishment to the Department of Transportation Board for final approval.

ARTICLE III - IT IS MUTUALLY AGREED

1. The transfer of operation and maintenance responsibility of those roadways identified in the TRANSFER, as shown on Exhibit 1, shall be effective within thirty (30) days after the approval of this Agreement.

2. Maintenance responsibility is defined as taking over all maintenance activities within the right-of-way, including, but not limited to, maintenance of pavement, curb and gutter, sidewalk, signing, fencing, irrigation, landscaping, storm drain facilities, and lighting, unless otherwise specifically addressed in this Agreement.

3. Operation responsibility includes the issuance of all permits and improvements as needed and the control of the performance of the roadway.

4. The delivery of all right-of-way documents for the TRANSFER shall be completed within eighteen (18) months of the approval of this Agreement, unless additional time is agreed to by both parties.

5. This Agreement shall terminate upon the transfer of ownership and the improvements of those roads listed in the TRANSFER when final notification by each party has been given to the respective party indicating acceptance of the final right-of-way documents. Said notification to the DEPARTMENT shall be in writing and delivered to the District Engineer for District 1 of the Nevada Department of Transportation. Notification to the CITY shall be given in writing and delivered to the CITY's Public Work's Director.

6. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

7. This Agreement does not allocate or re-allocate any funding for maintenance activities or future construction activities planned or desired on the roadway being transferred. Upon execution of this Agreement, the CITY agrees to be responsible for securing any and all funding that may be necessary for maintenance or future construction activities.

8. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

9. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Kristina L. Swallow, P.E., Director
Attn.: Bob Madewell
Nevada Department of Transportation
Division: Road Data and Research
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7158
Fax: (775) 888-7203
Email: Rmadewell@dot.nv.gov

FOR CITY: : City of North Las Vegas
Attn: Dale Daffern, PE, Public Works Director
2250 Las Vegas Blvd North, Suite 200
North Las Vegas, Nevada 89030
Phone: (702) 633-1200
Fax: (702) 649-4696
Email: daffernd@cityofnorthlasvegas.com

10. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

12. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

13. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

14. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

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

16. Except as otherwise expressly provided within this Agreement, all or any property presently owned by, or the contractual responsibility of, either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

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

18. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years.

19. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

20. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party, which may be withheld for any reason.

21. The parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

22. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

23. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

24. Parties agree to be solely responsible for responding to any claims or legal proceedings for conditions or incidences related to each party's respective responsibilities as they stand prior to and beginning on the effective date of this Agreement.

25. Parties agree that for the calendar year in which the Agreement effective date occurs, for motor vehicle fuel tax or other funding allocation determinations, the parties will use for the purpose of mileage calculation the roadways for which they are responsible at the end of the calendar year.

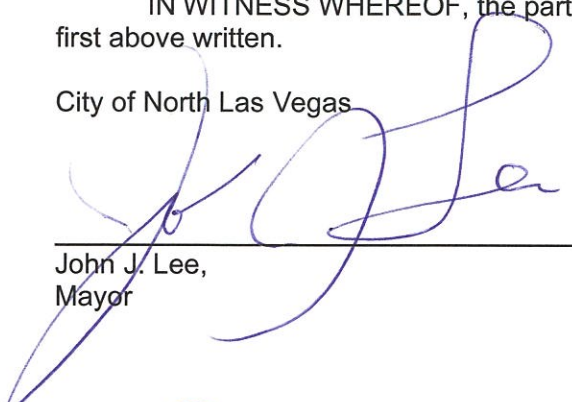
26. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

27. This Agreement constitutes the entire Agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective parties hereto and approved by each party's legal council.

28. This Agreement may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

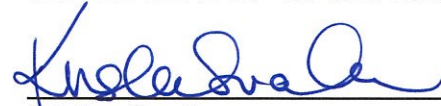
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of North Las Vegas




John J. Lee,
Mayor

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION




Kristina Swallow,
Director

Attest:



Catherine A. Raynor, MMC
City Clerk

Approved as to Legality and Form:



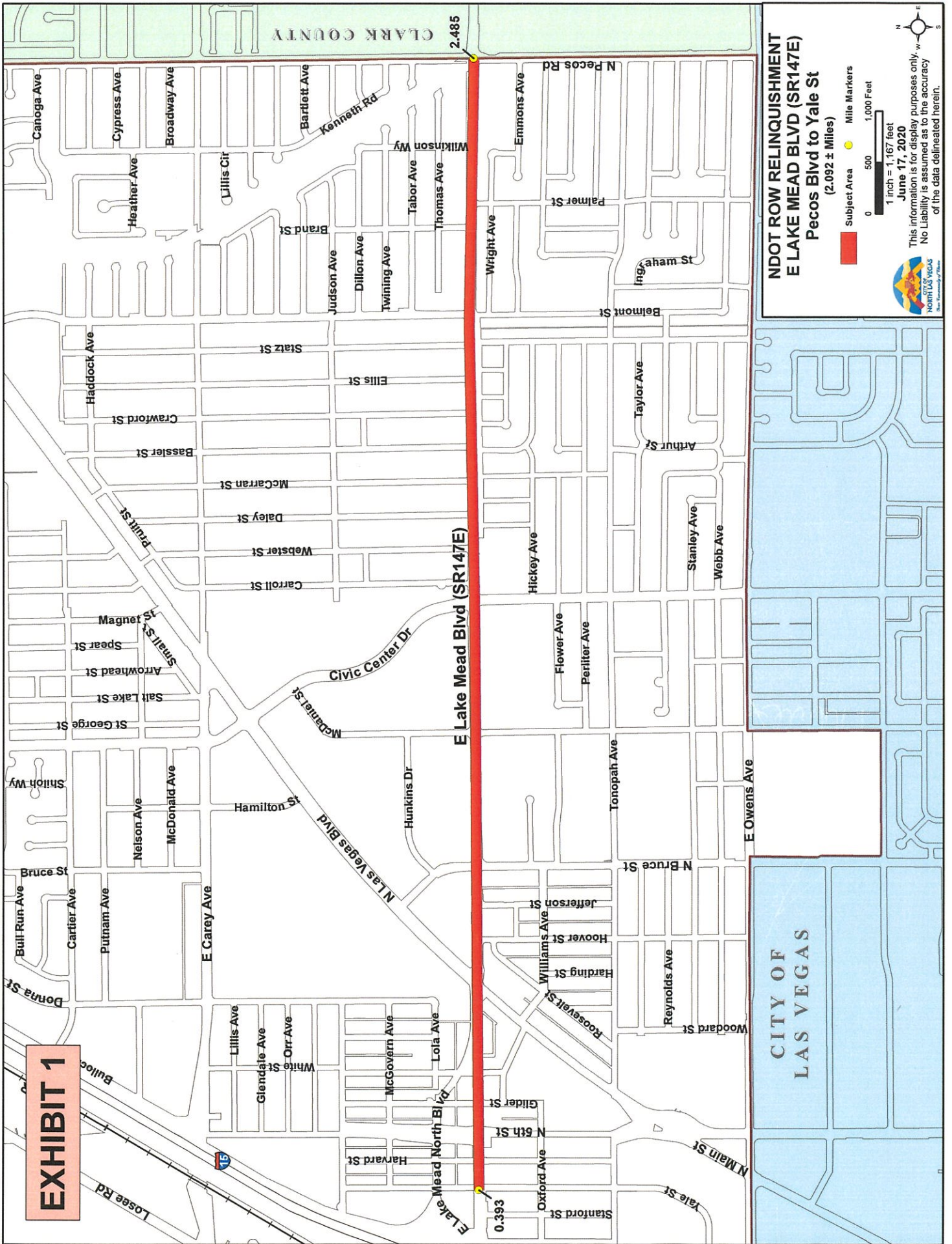
Deputy Attorney General, ~~Shane S. Chesney~~

Approved as to Form:



Micaela Rustia Moore,
Attorney

EXHIBIT 1



302
(City)

All of APNs: 139-23-299-027, 139-23-299-033, 139-23-299-034, 139-23-699-011, 139-23-699-013, 139-23-699-014, 139-23-699-015, 139-23-799-002, 139-24-299-004, 139-24-299-005, 139-24-299-006, 139-24-299-007, 139-24-299-008, 139-24-299-044, 139-24-399-001, 139-24-399-002, 139-24-699-016, 139-24-699-017, 139-24-699-031, 139-24-799-001, 139-24-799-002, 139-24-799-041, 139-24-799-042

Ptn. of APNs: 139-22-699-026, 139-22-699-027, 139-22-799-005, 139-22-799-006, 139-23-299-006, 139-23-299-025, 139-23-299-026, 139-23-299-028, 139-23-299-032, 139-23-299-035, 139-23-399-001, 139-23-399-003, 139-23-699-012, 139-23-799-001, 139-24-299-009, 139-24-299-010, 139-24-299-011, 139-24-299-012, 139-24-299-013, 139-24-299-014, 139-24-299-018, 139-24-299-022, 139-24-696-001, 139-24-699-015, 139-24-699-030, 139-24-799-015

Control Section: CL-46

Route: SR-147 (East Lake Mead Boulevard) Former Routes: FAS147, FAU539, FAU-576, SR-41, SR-41A

Project: SU-539(2)

E.A.: 70275

Ptn. of Parcel: 1423.1

Road Transfer No.: RT 20-01A

Road Transfer Parcels: S-147-CL-000.394 RT1
S-147-CL-000.394 RT2

RESOLUTION CONSENTING TO RELINQUISHMENT AND LAND TRANSFER AGREEMENT

WHEREAS, the State of Nevada, Department of Transportation, hereinafter called the Department, desires to relinquish portions of SR-147 (East Lake Mead Boulevard) lying within the City of North Las Vegas, State of Nevada, extending from Approximate Milepost S-147-CL-000.394 to Approximate Milepost S-147-CL-000.744, and from Approximate Milepost S-147-CL-000.825 to Approximate Milepost S-147-CL-002.504, distances of approximately 0.35 and 1.68 miles, said right-of-way is delineated and identified as Parcels S-147-CL-000.394 RT1 and S-147-CL-000.394 RT2 on EXHIBIT "A", attached hereto and made a part hereof; and

WHEREAS, the City Council of the City of North Las Vegas, State of Nevada, desires that the aforesaid portions of said highway be relinquished to the City of North Las Vegas; and

WHEREAS, the City of North Las Vegas has requested the relinquishment of aforesaid portions of highway for the purpose of a transportation facility; and

WHEREAS, the City of North Las Vegas has agreed to accept the relinquishment of said right-of-way for the aforesaid portions of SR-147 (East Lake Mead Boulevard) together with any and all revocable leases

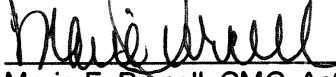
and licenses entered into between the Department and the adjoining owners for the multiple use of the right-of-way.

NOW THEREFORE be it resolved that the City Council of the City of North Las Vegas, does in consideration of the actions of the Department as set forth herein, hereby consent to the State of Nevada, Department of Transportation, Board of Directors, relinquishing to the City of North Las Vegas, those portions of SR-147 (East Lake Mead Boulevard) lying within the City of North Las Vegas, State of Nevada, extending from Approximate Milepost S-147-CL-000.394 to Approximate Milepost S-147-CL-000.744, and from Approximate Milepost S-147-CL-000.825 to Approximate Milepost S-147-CL-002.504, distances of approximately 0.35 and 1.68 miles, said right-of-way is delineated and identified as Parcels S-147-CL-000.394 RT1 and S-147-CL-000.394 RT2 on EXHIBIT "A", attached hereto and made a part hereof.

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

IN WITNESS WHEREOF the parties hereto have executed this agreement dated this 4th day of August, 2021.

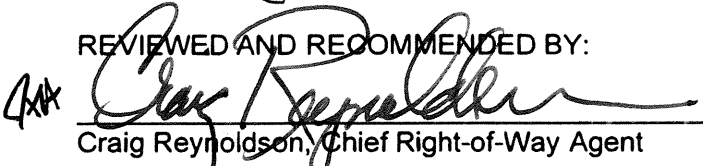
ATTEST:


Marie E. Purcell, CMC, Acting City Clerk

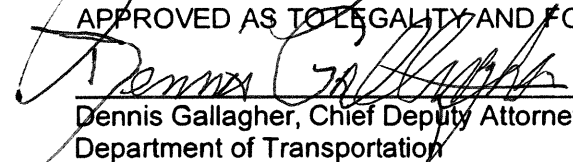
CITY COUNCIL


John J. Lee, Mayor

REVIEWED AND RECOMMENDED BY:


Craig Reynoldson, Chief Right-of-Way Agent

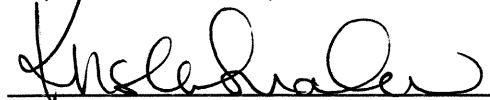
APPROVED AS TO LEGALITY AND FORM:


Dennis Gallagher, Chief Deputy Attorney General,
Department of Transportation

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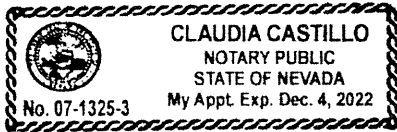
STATE OF NEVADA acting by and through its
Department of Transportation


Kristina Swallow, Director

STATE OF NEVADA
CARSON CITY

On this 2 day of September, 2021, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Kristina Swallow personally known (or proved) to me to be the Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he/she affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

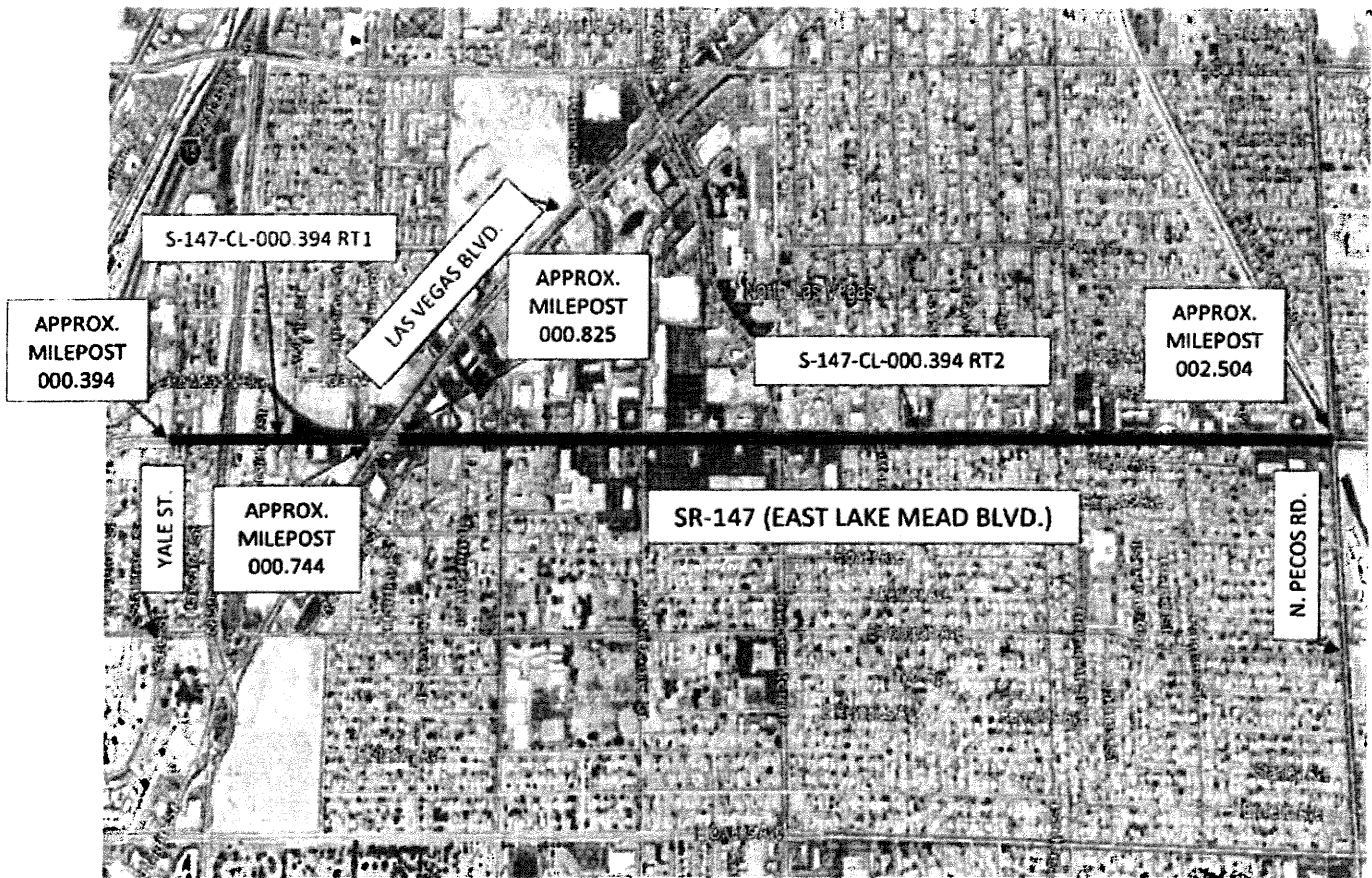
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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Claudia Castillo

LOCATION MAP



RT 20-01A

DESCRIPTION: Portions of SR-147 (East Lake Mead Boulevard) from the westerly right-of-way line of Yale Street to the westerly right-of-way line of Las Vegas Boulevard and from the easterly right-of-way line of Las Vegas Boulevard to the center of North Pecos Road in the City of North Las Vegas, County of Clark, State of Nevada

Exhibit "A"



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7490
Fax: (775) 888-7401

MEMORANDUM

October 26, 2021

TO: Department of Transportation Board of Directors
FROM: Kristina Swallow, Director
SUBJECT: November 8, 2021 Transportation Board of Directors Meeting
Item #9: Review and Ratify the Selection of Kiewit Infrastructure West Co. as the Design-Builder for the I-15 Tropicana Interchange Project; and, Approve the Design-Build Agreement for the I-15 Tropicana Interchange Project between NDOT and Kiewit Infrastructure West Co.

Summary:

- The Department of Transportation Board of Directors is requested to ratify the selection of the I-15 Tropicana Interchange Design-Builder and approve the Design-Build Agreement. Kiewit Infrastructure West Co. (Kiewit) was selected as the best value team for this design-build project.
- Using the requirements set forth by Nevada Revised Statutes (NRS) 408 and the procurement process outlined in the *Department's Pioneer Program Design-Build Guidelines*, the Department selected Kiewit as the preferred proposer that will provide the best value and deliver the most effective design and construction approach.

Background:

The Department sought a team to design and build improvements to the Tropicana Avenue interchange and a new HOV interchange at Harmon. Also included in the work are installation of 10 new ATM signs, roadway rehabilitation on I-15 and improvements to portions of the surrounding roadway network in Clark County, Nevada.

The Department issued a Request for Proposal (RFP) on November 4, 2020. Three contractors submitted their proposals on June 23, 2021 in response to the RFP. During initial evaluation, one proposing team did not meet the pass/fail criteria and their proposal was not evaluated further.

On August 6, 2021, the Department notified all three proposers that it had identified a preferred proposer representing the apparent best value, along with the scoring and ranking of the proposing firms.

Analysis:

Pursuant to NRS 408.3886(6), the Department must review and ratify the selection and Agreement at a publicly noticed meeting.

The Department and Kiewit have successfully negotiated an Agreement, which will be executed based upon approval of the Board of Directors. Please refer to the Summary of Agreement Terms & Conditions (Attachment D).

Per the terms of the RFP, the 10-day protest period following the Notice of Preferred Proposer has ended. No protests were received related to the Notice of Preferred Proposer.

Each unsuccessful, responsive proposer that submitted a responsive bid pursuant to the RFP will receive a stipend of \$350,000.

List of Attachments:

- A. Pioneer Program Design-Build Process (flowchart)
- B. Scoring and Ranking of Proposing Firms
- C. FHWA Design-Build Contract Concurrence Letter
- D. Summary of Agreement Terms & Conditions

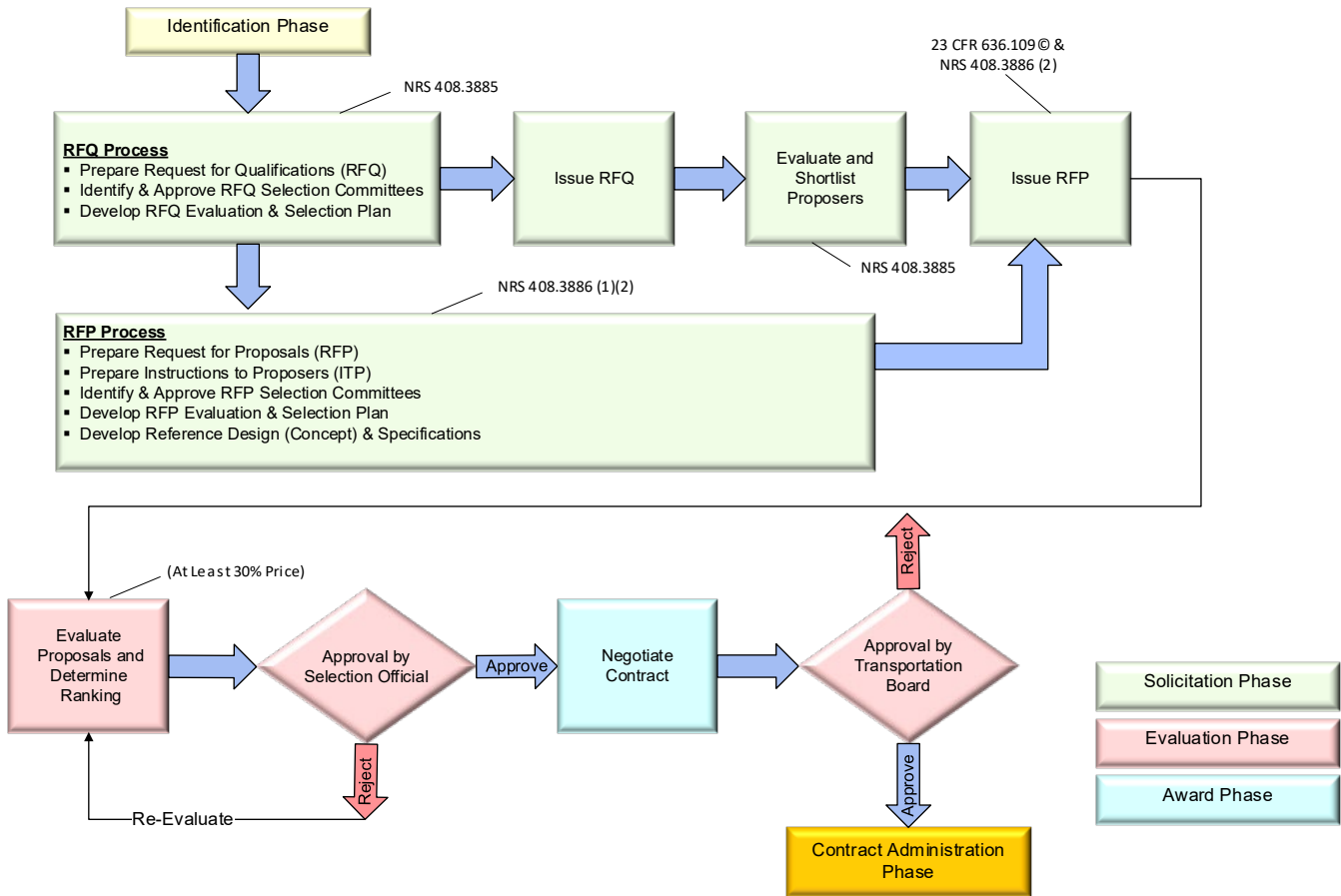
Recommendation for Board Action:

Motion to Ratify the selection of Kiewit Infrastructure West as the Design-Builder for the Tropicana Interchange Project and approve the Design-Build Agreement for the I-15 Tropicana Interchange Project between NDOT and Kiewit Infrastructure West.

Prepared by:

Lynnette Russell, Assistant Chief of Project Management

Attachment A



Attachment B

	Points Available	Ames	Kiewit
TECHNICAL SCORING COMPONENT			
1-Project Management Approach	4	1.6	3.8
2-Design Approach	6	2.4	5.28
3-Construction Approach	16	6.4	15.2
4-Duration for Substantial Completion Deadline	14	14	14
Total Technical Score	40	24.4	38.28
PRICE SCORING COMPONENT			
Total Price Score	60	60	51.9
FINAL TOTAL SCORE (Technical + Price)	100	84.4	90.18
PROPOSER RANKING		2	1



STEVE SISOLAK
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street
Carson City, Nevada 89712

Kristina L. Swallow, PE, Director

September 15, 2021

Susan Klekar
Federal Highway Administration
705 North Plaza Street #220
Carson City, NV 89701

Contract No. 3855DB

SUBJECT: Request for Concurrence in Award of a Contract for the I-15 Tropicana Design-Build Project

Dear Ms. Klekar,

This is to inform you that on July 19, 2021, proposals were evaluated for the subject design-build contract. Kiewit Infrastructure West Co was selected as the preferred proposer based on quality and value/cost criteria in accordance with both the Instructions to Proposers (ITP) and evaluation and selection process detailed in the Department's *Pioneer Program Guidelines*.

The preferred proposer had been prequalified in accordance with Nevada Revised Statutes (NRS) and was eligible to submit a proposal for the project. The following table details the evaluation results of this procurement:

	Points Available	Ames Construction, Inc.	Kiewit Infrastructure West Co
Project Management Approach	4	1.6	3.8
Design Approach	6	2.4	5.28
Construction Approach	16	6.4	15.2
Duration to Substantial Completion Deadline	14	14	14
Technical Score	40	24.4	38.28
Price Proposal Score	60	60	51.9
Total Proposal Score (100 Points Maximum)	100	84.4	90.18
Final Selection Ranking		2	1

Page 2 of 2

The recommendation for award to Kiewit Infrastructure West Co will be presented to the State Transportation Board for approval on October 11, 2021. The conformed design-build contract can be found at the following link:

<https://filetransfer.c-agroup.com/link/onnlJ5sAnuB5btqIYHVC6R>

Your concurrence in this award is respectfully requested.

Sincerely,

DocuSigned by:

Doug Benamati

CB243CD23B284CB...

Doug Benamati
Deputy Chief

FHWA Concurrence of Award Approval:

DocuSigned by:

Jacob Waclaw

For Division Administration, Federal Highway Administration

09/22/2021

Date

cc: Nick Johnson, Chief of Project Management, NDOT
Lynnette Russell, Assistant Chief of Project Management/Project Manager, NDOT
Pedro Rodriguez, Assistant Chief of Project Management, NDOT



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7490
Fax: (775) 888-7401

MEMORANDUM

September 15, 2021

TO:  Sajid Sulahria, Assistant Director - Engineering
FROM: Lynnette Russell, Project Manager
SUBJECT: I-15 Tropicana Interchange Design-Build Project:
Summary Agreement Terms & Conditions

Scope of Work:

The Design-Builder will design and construct the elements of the project within a period defined in the Contract Documents. Design-Builder will be subject to liquidated damages in the event it fails to meet the schedule requirements. The major elements of the Project include:

- a) Tropicana Interchange reconstruction
- b) Tropicana Avenue Improvements
- c) Dean Martin Drive improvements at Tropicana Avenue
- d) HOV drop ramps on the south side of Harmon Avenue
- e) Realign and upgrade Clark County Water Reclamation District facilities
- f) I-15 preservation work from Tropicana Avenue to Warm Springs

Schedule:

Based on the Department's experience on previous Design-Build projects, issuance of a limited NTP 1 allows the Department time to ensure the Design-Builder establishes project-critical processes and has facilities prepared to enable the final design and construction of the Project. This includes preparation and submittal of foundational documents (e.g., the Design-Builder's baseline schedule, project management plan and others) and completion of other activities (e.g., geotechnical explorations, utility potholing, establishment of existing site conditions, etc.) that are required prior to issuance of NTP 2.

The schedule submitted by the Design-Builder as part of their proposal reflected award at the September Transportation Board meeting as instructed by the Department. That schedule illustrated the following:

Notice to Proceed (NTP) 1	September 14, 2021 to December 14, 2021
Notice to Proceed (NTP) 2	December 14, 2021
Substantial Completion	November 23, 2024

Through the negotiation process, and because of the award date being moved to the October Transportation Board meeting, the Design-Builder's schedule was adjusted and agreed to as follows:

NTP 1 – October 12, 2021 – December 14, 2021

NTP 2 – December 14, 2021

Substantial Completion – November 23, 2024

Design work commences at NTP 2 with the first released-for-construction (RFC) packages being completed by the end of April 2022. Construction Work commences early May 2022.

The Design-Builder has committed to achieving substantial completion in 1,076 calendar days following NTP 2 (November 23, 2024). This is 80 days before the Department's requirement.

The attached Appendix 12 – Design-Builder's Proposal Commitments, Clarifications and ATC's captures special proposal and permitted closure commitments and durations.

Price:

The agreement price of \$305,108,500.00 is the same as the proposal bid price.

Innovation:

As part of the Design-Build process outlined in the RFP, proposers were allowed to submit Alternative Technical Concepts (ATCs) proposing innovative design and construction concepts to improve the cost, quality, and schedule for the Project. The Department received 65 ATCs from the three shortlisted proposers.

The Department accepted nine ATCs, and the Design-Builder incorporated eight of those ATCs into their proposal for use in Final Design. Some of the ATCs approved for this project are highlighted below:

- Re-Use NB I-15 On-Ramp Structure
- Preserve a Portion of the Existing Flyover Structure
- Expanded Polystyrene Soil Substitute Backfill Over Tropicana Outfall Channel
- Preserve Abutment Walls Tropicana Bridge/Frank Sinatra
- De-braiding of Dean Martin

Other innovations are captured in the attached Appendix 12 – Design-Builder's Proposal Commitments, Clarifications and ATC's.

Attachments:

Appendix 12 – Design-Builder's Proposal Commitments, Clarifications and ATC's

APPENDIX 12

DESIGN-BUILDER'S PROPOSAL COMMITMENTS, CLARIFICATIONS AND ATCs

Attachment 1:

Proposal Commitments & Clarifications

Attachment 2:

ATCs

Attachment 3:


Permitted Construction Closure Commitments

[See attached]

ATTACHMENT 1 TO APPENDIX 12

PROPOSAL COMMITMENTS & CLARIFICATIONS

The following pages summarize certain commitments made by Design-Builder in its Proposal submitted for the Project, which Design-Builder agrees either meet or exceed the requirements of the Contract Documents. The commitments set forth herein are included in the scope of the Work. This summary is an overview of certain Design-Builder commitments and is not intended to be an exhaustive list of commitments made in the Proposal that meet or exceed the requirements of the Contract Documents. Nothing contained herein shall limit, modify, discharge, eliminate or reduce the requirements of the Contract Documents listed in Section 1.3 or Design-Builder's obligations under Section 1.3.2. Inclusion of a commitment in this Appendix 12 shall not form the basis of any Claim against the Department or shift to the Department the risk of, or liability for, any site condition, event, approval or consent that has otherwise been allocated to Design-Builder under the Contract Documents.

No.	Proposal Location	Proposal Commitment
1.	Volume 1 Technical Proposal (PDF) Page 4 and Volume 2 Page 37 and 50	<p>Design-Builder shall maintain continuous access to all businesses and properties and provide efficient movement of traffic and pedestrians. Subject to approval of the Department during the final design process, this shall include the following enhancements over the Reference Design:</p> <p><i>Exhibit 26. Kiewit's Optimized Approach Minimize Impacts to Local Businesses Compared to the BTC</i></p> <ol style="list-style-type: none"> 1 Maintaining continuous stair access to impacted businesses and properties. 2 Reusing NB I-15 on-ramp structure, which reduces impacts to T-Mobile Arena access by 23 days compared to the BTC (ATC 01). 3 Using the existing box culvert, which eliminates the need for construction under Tropicana Ave., with fewer impacts to adjacent property owners (ATC 03). 4 Creating opportunity for In-N-Out Burger to develop a new access point along Dean Martin Dr. (ATC 04). They're excited! 
2.	Volume 2 Technical Proposal (PDF) Page 9-10	Design-Builder shall manage a "living" register of Project-related risks throughout the Project's design and construction phases. Design-Builder, in discussion with the Department, shall review and update the risk register (added and retired risks) monthly. Design-Builder shall apply the following assignments and mitigations for the identified risks.

No.	Proposal Location	Proposal Commitment																																												
		<table border="1"> <thead> <tr> <th data-bbox="643 239 883 268">Risk/Consequence</th> <th data-bbox="883 239 992 268">Pre-Mitigation Probability / Risk Assignment</th> <th data-bbox="992 239 1117 268">Magnitude of Impact</th> <th data-bbox="1117 239 1471 268">Risk Mitigation Strategies</th> </tr> </thead> <tbody> <tr> <td data-bbox="643 268 883 331"> <p>CWRD Sewerline Rehabilitation: The risks associated with the relocation of the existing CWRD sewerline include: encountering existing utilities that conflict with the new sewerline, delays in completing the sewerline design and gaining the necessary approvals that could delay construction, deep excavations within limited work areas next to traffic or neighboring properties, damage to the existing sewerline where the new sewerline is next to the existing line, encountering groundwater in the deep excavations, and the removal of the existing sewerline.</p> </td> <td data-bbox="883 268 992 331">Medium / Design-Builder</td> <td data-bbox="992 268 1117 331">High</td> <td data-bbox="1117 268 1471 331"> <ul style="list-style-type: none"> Perform early potholing of the existing utilities that cross or are in the proximity of the new sewerline. Continue coordination with CWRD staff to ensure a constructable design is completed on time. Schedule the construction of the new sewerline in a later phase to reduce the risk of schedule delays caused by delays in completing the design. Schedule the construction of the sewerline to maximize the available work areas and avoid working next to adjacent traffic / neighboring properties. Perform additional potholing at locations with deep excavations to verify the presence of groundwater. This will allow the team to develop dewatering plans well ahead of construction. </td> </tr> <tr> <td data-bbox="643 331 883 394"> <p>Construction Phasing Accommodating Special Events and other Traffic Constraints: Due to the tight-phased nature of the project, any delay in one phase may push that particular phase or subsequent phases into a special event window, potentially delaying the Project. Changes to special event dates or restrictions by community and stakeholders can cause conflicts with meeting the schedule.</p> </td> <td data-bbox="883 331 992 394">Medium / Design-Builder</td> <td data-bbox="992 331 1117 394">High</td> <td data-bbox="1117 331 1471 394"> <ul style="list-style-type: none"> Develop a detailed baseline schedule that accounts for special event constraints. Hold weekly meetings to clear potential delays. React early to potential schedule slippage by either accelerating work items or re-phasing work that would impact traffic during special events. Assign a dedicated Planning Manager to coordinate the phasing and schedule around special event requirements. </td> </tr> <tr> <td data-bbox="643 394 883 457"> <p>Uncooperative Utilities: Disagreements with utility companies regarding prior rights or responsibility for betterments may result in them becoming uncooperative and delaying the completion of their design, design reviews, or completion of their self-performed work. This could result in added construction costs to pay for betterments to obtain their cooperation and avoid project delays.</p> </td> <td data-bbox="883 394 992 457">Medium / Design-Builder</td> <td data-bbox="992 394 1117 457">Medium</td> <td data-bbox="1117 394 1471 457"> <ul style="list-style-type: none"> Review all third-party agreements provided by the Department to understand the agreed to requirements and incorporate those requirements in our plan. Within 120 days, conduct additional investigations to determine additional third-party requirements. Develop contingency plans for potential delays in completing relocations of critical utilities. Build upon Department, stakeholder, and community relationships with utility companies to cooperate with relocation scope and schedule. </td> </tr> <tr> <td data-bbox="643 457 883 520"> <p>Third-Party Design Review Delays: Design submissions are not reviewed and returned by third parties within the specified time periods. This could result in delays to the Project schedule. Lack of participation by third parties in task force meetings and interim design reviews could result in delays with obtaining that approvals from third parties.</p> </td> <td data-bbox="883 457 992 520">Medium / Design-Builder</td> <td data-bbox="992 457 1117 520">Medium</td> <td data-bbox="1117 457 1471 520"> <ul style="list-style-type: none"> Identify representatives (contractor/designer/agency/stakeholder) that should attend and participate in weekly task force and management meetings. Develop and distribute updated design submissions and design review meeting schedules to all third-party reviewers. Identify utility schedules within the Project schedule to allow early identification of potential schedule delays. Incorporate the design package review cycle in the schedule and provide high quality documents to avoid unnecessary re-submittals. </td> </tr> <tr> <td data-bbox="643 520 883 583"> <p>Conflicts with Unidentified Utilities: Existing utility lines could be encountered that were either not shown in any of the Project documents or shown in the incorrect location and conflict with an element of work. The design and construction duration to resolve these conflicts could result in project delays or increased costs.</p> </td> <td data-bbox="883 520 992 583">Medium / Design-Builder</td> <td data-bbox="992 520 1117 583">Medium</td> <td data-bbox="1117 520 1471 583"> <ul style="list-style-type: none"> Conduct extensive pre-bid and positive identification of utilities utilities ahead of construction. Assign a dedicated Utilities Design/Construction Coordinator, Gerrit Collins, PE, to manage utility coordination. Perform early coordination with utility companies and the Department as the Design-Builder develops utility avoidance and mitigation plans. Develop a 3D model of existing and planned utilities to identify potential utility conflict. 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<p>3.</p>	<p>Volume 2 Technical Proposal (PDF) Page 11</p>	<p>Design-Builder shall provide a Public Outreach Manager, initially Jay Proskovec, to support its local PI Coordinator, initially Susan Berkley. This includes a commitment to have Mr. Proskovec in the Project Office on an as-needed basis. This role shall be considered a Key Personnel and the provisions set forth in Contract Section 7.6 regarding Key Personnel shall apply, with the exception of Contract Section 7.6.5. Mr. Proskovec's resume will be submitted to the Department within 10 days following NTP 1.</p>																																												
<p>4.</p>	<p>Volume 2 Technical Proposal (PDF) Page 11</p>	<p>Design-Builder shall develop and provide crisis management and media relations training, in the form of a mock scenario exercise, for Design-Builder, Department and other agency/Local Agency staff prior to starting the Construction Work. At roughly the mid-point of Construction Work, as determined by the Department, Design-Builder shall update and review this training with then current Design-Builder, Department, and other agency/Local Agency staff.</p>																																												
<p>5.</p>	<p>Volume 2 Technical Proposal (PDF) Page 12-13</p>	<p>Design-Builder shall provide (including, as applicable, development and maintenance of the following communication and outreach tactics over the duration of the Project):</p> <ul style="list-style-type: none"> Weekly stakeholder email updates with Project information and activities (e.g., on closures, detours, construction progress, and upcoming traffic switches) for the coming month shall be sent, at a minimum, to the Community Stakeholders listed in Section 6 of the Technical Provisions and any other entity identified by the Department. These updates shall be in addition to the agency and stakeholder notification requirements detailed in Section 12.5.2 of the Technical Provisions. A mobile notification application for both Android and iPhone devices, similar to what was used on Project Neon, shall include up-to-date information regarding closures, detours, construction progress and significant activities, traffic incidents, and upcoming traffic switches. 																																												

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		<ul style="list-style-type: none"> ▪ A stand-alone Project website shall be developed and include maps, detours, FAQs, and up-to-date information (e.g., on closures, construction progress, and upcoming traffic switches). ▪ ATM sign messaging developed by Design-Builder, but approved by the Department and FAST, shall notify motorists of lane closures and significant construction activities. ▪ Branded campaigns for all major closures and/or lane restrictions, as defined in Design-Builder’s approved Transportation Management Plan (TMP), shall include the schedule, traffic impacts, and supporting graphics/logos. In addition to the agency and stakeholder notification requirements detailed in <u>Section 12.5.2</u> of the Technical Provisions, two weeks prior to each major traffic closure or lane restriction, Design-Builder shall partner with the Department to hold a press conference to highlight the impacts, durations, and advantages of the major event. ▪ A Project-specific Stakeholder Management System (SMS) shall be accessible by the Department and those assigned to the Project for reviewing and resolving any stakeholder, Department, other agency, or public inquiry received via the website, app, text message, email, phone, mail, and other means for comments.
6.	Volume 2 Technical Proposal (PDF) Page 15	<p>Design-Builder shall implement and orient/train the Department staff (during the NTP1 work and prior to issuance of NTP2) on its four-square matrix. This approach shall be the Project’s quality performance communication tool to gather and respond to feedback from the Department and to communicate negative or positive quality trends.</p> <div style="text-align: center;"> <p><i>Exhibit 6. Four-Square Matrix</i></p> <p>The diagram is a 2x2 matrix with the following quadrants:</p> <ul style="list-style-type: none"> Top-Left (Red): ONGOING ISSUES <ul style="list-style-type: none"> • Process change required Top-Right (Blue): STEADY PERFORMANCE <ul style="list-style-type: none"> • Process change is standard practice • No further changes are required Bottom-Left (Yellow): CURRENT ISSUES <ul style="list-style-type: none"> • Performance issue identified • Process change is required • Action has not been taken Bottom-Right (Green): GOOD TRENDS <ul style="list-style-type: none"> • Improvement in quality verified • Still room for improvement • Process change not standard practice <p>Arrows indicate transitions: a yellow arrow points from Current Issues to Ongoing Issues; a green arrow points from Good Trends to Steady Performance; a red arrow points from Ongoing Issues to Steady Performance; and a yellow arrow points from Current Issues to Good Trends.</p> </div>

No.	Proposal Location	Proposal Commitment
7.	Volume 2 Technical Proposal (PDF) Page 15	<p>Design-Builder shall compete a detailed technical check within each discipline as well as inter-discipline checks and constructability reviews for all Submittals. Design-Builder shall verify that all personnel performing checks of drawings or calculations have the necessary qualifications to do so and will follow the procedures defined in the approved DQMP.</p> <ul style="list-style-type: none"> ▪ Design QC checks shall be performed on all hand calculations, computer calculations (including spreadsheets), drawings, specifications, and studies and reports. All review activities shall be performed independently by individuals other than the originator of the Design Work. ▪ All Design Work shall undergo senior engineer review for conformance with the Project's Technical Provisions. The relevant QC comments shall be incorporated into the design and validated by the reviewer. Appropriate checklists for each discipline shall be used to standardize reviews. ▪ QC reviewers shall validate and confirm in writing that comments provided by the Department in prior reviews are incorporated and shall implement lessons learned on future similar design packages. ▪ The design team shall complete interdisciplinary and constructability reviews for each package in order to coordinate the disciplines, documents, and construction operations. Comments and resolutions to those comments shall be incorporated into the plans. ▪ Corrections identified during quality reviews shall be reviewed, evaluated, incorporated, and back-checked by the quality reviewer to confirm incorporation into the Design Documents. ▪ Prior to submittal to the Department, the DQM shall audit the Design Documents and verify they meet the requirements of the approved DQMP.
8.	Volume 2 Technical Proposal (PDF) Page 16	<p>Design-Builder shall:</p> <ul style="list-style-type: none"> ▪ Use its Virtual Plan Table to ensure the latest revision of each drawing is accessible for the 1) Department/Local Agencies/other agency and 2) Design-Builder's inspectors, constructors, and subcontractors in real time. This system shall also track the Design-Builder design team's responses to RFIs, status of design changes (in progress or completed), and the field team's design changes, ensuring the facilities are built based on the latest information, while providing tracking for future as-builts. ▪ Host a Quality Kick-Off Meeting with Department and Local Agencies' personnel prior to the start of the Construction Work so that the Design-Builder incorporates quality improvements into the Project's QMP based on lessons learned from the Department's previous projects. Design-Builder shall follow up with continuous quality improvement quarterly meetings to ensure that these improvements are effective and provide value to the Department and Local Agencies. ▪ Prepare comprehensive work plans prior to the start of each operation that are overseen by Design-Builder's Planning Manager (see added-value personnel detailed below in commitment #9) and developed by craft and management as the design packages are

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		<p>released. The work plans shall include both quality and additional logistical requirements, such as pedestrian and business access requirements, work hours, and witness and hold points established in accordance with <u>Section 4</u> of the Technical Provisions and the approved CQMP.</p> <ul style="list-style-type: none"> ▪ Lead play of the day (POD) meetings facilitated by the Design-Builder's Construction Manager with topics to include safety, quality, environmental compliance, MOT, and operations for the upcoming night and day shifts. All discipline managers, superintendents, and engineers shall attend the POD meeting and be available to answer questions by the Department at the meeting. ▪ Hold weekly meetings with operations, QC, QA, and Department staff to review nonconformance incidents and track the status of resolutions. ▪ Use its Kietrac system as a means for both Design-Builder and Department to enter/initiate, track, and resolve Project-specific NCRs. NCRs shall be issued to the Design-Builder's supervisor responsible for the non-compliant Work, who shall generate a proposal to correct the identified areas. The disposition shall be reviewed and agreed by both the Engineer of Record and the Department prior to correction. Once the Work is brought back into compliance, Design-Builder and Department shall inspect the Work and Design-Builder shall document the results.
9.	Volume 2 Technical Proposal (PDF) Page 16	Design-Builder shall dedicate a Planning Manager, initially Jake Krause, to coordinate and progress the project phasing plan and schedule with its Traffic Control Engineer. This includes a commitment to have Mr. Krause in the Project Office on an as-needed basis. This role shall be considered a Key Personnel and the provisions set forth in Contract <u>Section 7.6</u> regarding Key Personnel shall apply, with the exception of Contract <u>Section 7.6.5</u> . Mr. Krause's resume will be submitted to the Department within 10 days following NTP 1.
10.	Volume 2 Technical Proposal (PDF) Page 24	Subject to approval of the Department during the final design process, Design-Builder shall provide a design that includes the following enhancements to the Reference Design:

No.	Proposal Location	Proposal Commitment
		<p>Exhibit 10. By De-braiding the I-15 SB Off-Ramp and Dean Martin Dr., Kiewit's Optimized Design Improves Traffic Movement and Pedestrian Access to Local Businesses and Tropicana Ave.</p>
<p>11.</p>	<p>Volume 2 Technical Proposal (PDF) Page 25 and Volume 1 Technical Proposal (PDF) Page 4</p>	<p>Subject to approval of the Department during the final design process, Design-Builders design shall provide the following Tropicana Avenue profile improvement compared to the Reference Design. In addition to the optimizations and vertical clearances met (as depicted in Exhibit 11), subject to approval of the Department during the final design process, Design-Builders shall ensure that the profile of Tropicana Avenue:</p> <ul style="list-style-type: none"> Minimizes visual impacts to neighboring properties, including no adverse visual impact to the current views of the T-Mobile Arena marquee; Eliminates short-term/construction impacts to driveways/access along Tropicana Avenue, namely from the T-Mobile Arena driveway to Tropicana Avenue; and Eliminates other adjacent property impacts, including relocation of the Excalibur advertising sign. <p>Exhibit 11. Kiewit's Tropicana Ave. Profile Design Allows for Optimizations and ATCs While Achieving Minimum Vertical Clearances</p>

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12.	Volume 2 Technical Proposal (PDF) Pages 26-27	<p>Subject to approval of the Department during the final design process, Design-Builder shall ensure the following technical solutions, enhancements, benefits, and goals are achieved through its Design and Construction Work.</p> <p><i>Exhibit 12. Kiewit's Approved ATCs Improve Safety and Operations Throughout the Project Area and Beyond Compared to the BTC</i></p> <table border="1"> <thead> <tr> <th>ATC Number & Name</th> <th>Technical Solutions</th> <th>Enhanced Safety</th> <th>Accommodating Pedestrians and Local & Regional Travel Demands</th> <th>Advancing the Department's Goals</th> </tr> </thead> <tbody> <tr> <td>ATC 01: Re-Use NB I-15 On-Ramp Structure</td> <td> <ul style="list-style-type: none"> Widen the existing I-15 on-ramp structure over Arena Drive in lieu of replacing the entire structure. 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13.	Volume 2 Technical Proposal (PDF) Pages 30 and 32	<p>Design-Builder shall coordinate with the major Utility Owners through weekly task force and one-on-one meetings. This coordination shall include the following Local Agency and Utility Owners that have the majority of relocations or Utility scope on the Project:</p> <ul style="list-style-type: none"> Clark County Water Reclamation District (CCWRD) Lumen Technologies NV Energy Las Vegas Valley Water District (LVVWD) 																																																							

No.	Proposal Location	Proposal Commitment
		<ul style="list-style-type: none"> ▪ CenturyLink ▪ Southwest Gas <p>For discussions with all Utility Owners impacted by the Project, Design-Builder's shall develop and adhere to a 12-activity utility fragnet that details the coordination and relocation processes for each Utility, similar to the following.</p>
14.	<p>Volume 2 Technical Proposal (PDF)</p> <p>Page 34</p>	<p>In collaborating with the Department, Design-Builder shall provide:</p> <ul style="list-style-type: none"> ▪ Reviews during task force meetings that capture Department feedback, provide an overview of the design package being discussed, and facilitate the design review process. ▪ Over-the-shoulder reviews between the design team (Department and Design-Builder) at the co-located Project Office.
15.	<p>Volume 2 Technical Proposal (PDF)</p> <p>Page 34</p>	<p>Design-Builder shall provide written notice of a design review, along with a design presentation, at least 10 days in advance of each Submittal. The presentation shall enable the Department to assess design progress, confirm the number of concurrent reviews, review resource needs, and evaluate potential schedule impacts.</p>
16.	<p>Volume 2 Technical Proposal (PDF)</p> <p>Page 46</p>	<p>As Design-Builder develops its Preliminary Baseline Schedule and subsequent Schedule Revisions, Design-Builder shall apply the following methodology (used to develop its Preliminary Project Baseline Schedule in its Proposal) to how it incorporates future holiday and Special Event days into its Construction Work sequencing. Design-Builder shall also use a similar approach to how it communicates and coordinates future holiday and Special Event accommodations to the Department, Local Agencies, and Community Stakeholders.</p>

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17.	Volume 2 Technical Proposal (PDF) Pages 46-47	<p>Design-BUILDER shall monitor traffic operations throughout the Project to ensure alternate detour routes are continuing to function as designed and are not being overloaded. As required by the Department's <i>Work Zone Safety and Mobility Implementation Guide</i>, Design-BUILDER shall identify the measures and the process for monitoring performance (e.g., volume counts, queue length, speeds, crashes, complaints and feedback, surveys, etc.) along the alternate detour routes and crossing local arterials within its preliminary Transportation Management Plan (TMP) and then updated as part of its TMP updates detailed in Section 12 of the Technical Provisions.</p> <p>Additionally, Design-BUILDER's TMP shall identify triggers and develop a mitigation approach to ensure the alternate detour routes do not become overloaded based on the established performance criteria. This includes providing the Department with timely information to keep the public informed about alternative detour routes around the Project for better trip reliability using Project-branded signs and wayfinding, the existing ITS and ATMS</p>																																																																																																																																																																																																																																																																																																																																														

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		systems, CMSs, and proactive outreach through traditional and social media. Design-Builder shall also closely collaborate with FAST and the Local Agency to monitor alternate detour routes and update signal timing accordingly. Design-Builder shall adjust detour routes or implement additional mitigation measures if the performance criteria established in the TMP are not met.
18.	Volume 2 Technical Proposal (PDF) Pages 47	Subject to approval of the Department during the final design process, Design-Builder shall install temporary pavement to mitigate elevation differences between existing and proposed Tropicana Avenue profiles as part of its Construction Work. Design-Builder shall only use cold mix asphalt for temporary pavement applications and as approved by the Department.
19.	Volume 2 Technical Proposal (PDF) Pages 47	Design-Builder shall coordinate with area emergency service providers (including LVMPD, NHP, Clark County Fire, and ambulance services) for all closures and major traffic switches that could impact the emergency service providers' access to and through the Project limits.
20.	Volume 2 Technical Proposal (PDF) Pages 50	Design-Builder shall work with local businesses to facilitate planning and communication and to provide temporary ingress/egress from their properties. This includes providing Project-specific, branded signage (subject to applicable federal laws) to local businesses to communicate access and detours.
21.	Volume 2 Technical Proposal (PDF) Pages 51	In completing its Design Work, Design-Builder shall develop, integrate, and complete an advanced 90-day plan with Utility Owners to ensure upcoming activities meet crew availability of each Utility Owner and any moratorium requirements.
22.	Volume 2 Technical Proposal (PDF) Pages 52	<p>Design-Builder shall work with the Utility Owners and keep them regularly and promptly informed of Project changes. To mitigate service interruptions, Design-Builder shall adhere to the requirements of the Contract Documents regarding Utility coordination and provide the following added-value actions:</p> <ul style="list-style-type: none"> ▪ Integrate Utility information into the Project Schedule and monitor progress on a daily, weekly, and monthly basis; ▪ Pothole before any excavation to allow for safe vacuum excavation and to expose Utilities near the excavation. If inside 3 feet, no mechanical excavation shall occur, just shovels; ▪ Expose Utilities to confirm the actual location and install PVC depth markers to maintain positive location of the Utility; ▪ Use vacuum excavation and positive protection, such as a steel plate, to make sure equipment does not strike the Utility if it deviates from its path; and ▪ Implement live subsurface utility exploration (SUE) that is accessible by iPhone or iPad to assist field crews with real-time Utility location information.

No.	Proposal Location	Proposal Commitment
23.	Volume 2 Technical Proposal (PDF) Pages 56	Design-Builder shall execute line extension agreements (LEAs) with NV Energy to relocate and install new electric service points. Design-Builder shall perform its design and construction activities following NV Energy's design initiation, design approval, distribution line construction, and meter set processes.
24.	Volume 2 Technical Proposal (PDF) Pages 56	<p>Design-Builder shall maintain seamless integration and ITS functionality throughout the duration of its Construction Work by:</p> <ul style="list-style-type: none"> ▪ Assembling an ITS Testing Program Plan and Construction ATM Maintenance Plan, each subject to Department review and approval; ▪ Rerouting the fiber-optic backbone to a temporary alignment; ▪ Establishing temporary wireless network for all existing devices impacted by the Construction Work; ▪ Procuring the equipment; ▪ Implementing the testing plan;. ▪ Integrating devices during the Construction Work; ▪ Delivering the final system; and ▪ Following-up during post-construction.
25.	Volume 2 Technical Proposal (PDF) Pages 57	Design-Builder shall prioritize Design Work, Construction Work, and all required testing (including the subsystem test [SST]) of the I-15 northbound ATM gantries and signs before the first major I-15 NB mainline traffic shift to be used for traffic control purposes over a majority of the Project duration. Prioritization of this Work will be confirmed in Design-Builder's Baseline Schedule.
26.	Volume 2 Appendices (PDF) Workforce Diversity Plan Outline Page 2-5	<p>In addition to the requirements of Section 7.3.2 and Appendix 5 of the Contract, Design-Builder's workforce diversity commitments shall include the following:</p> <ul style="list-style-type: none"> ▪ Conduct extensive outreach that targets faith-based organizations, career fairs, and high school trade education programs; ▪ Broadcast job openings to reach as wide a range of potential candidates as possible by posting openings on diversity-specific websites, such as diversityworking.com, hires.com, alpfa.org, nahj.org, and workplacediversity.com, within the requirements and agreements made in the PLA; ▪ Broadly publicize work opportunities on the Project through virtual and in-person public industry information sessions and career fairs and direct notices to workforce centers and signatory unions; ▪ Offer a training schedule designed to continuously develop our workforce for sustainable careers in construction and provide access to industry leading training to maximize each participant's potential for success; ▪ Ensure that training efforts align with project workforce demands, including: <ul style="list-style-type: none"> ○ Performing a Project needs assessment to identify existing skill gaps and provide focused training in needed job classifications; and

No.	Proposal Location	Proposal Commitment
		<ul style="list-style-type: none"> ○ Coordinating and participating in any necessary specialized job training to maximize employment opportunities of the individuals participating in the program; ▪ Conduct regular (bi-annual) outreach to create interest among women and minorities in the construction industry and other STEM (Science, Technology, Engineering, and Mathematics) fields; and ▪ Establish success metrics, coordinate frequently with our workforce partners, and monitor and leverage data about demographics, hiring, training, and retention of employees.
27.	N/A	Design-Builder shall administer the right-of-way acquisition process for the Additional Properties in accordance with Contract Section 6.1.3, for Clark County Assessor parcel no. 162-20-404-001, which was conditionally approved as part of ATC #4, and provide an acquisition lead to ensure completion of the work.

ATTACHMENT 2 TO APPENDIX 12

ATCs

The following table lists Design-Builder's Alternative Technical Concepts (ATCs), which are described in further detail in the ATC submittals, and which Design-Builder shall incorporate into the Project. The deviations from the requirements of the Contract Documents specifically identified in the ATC submittals, other than design exceptions, are approved by the Department subject to satisfaction of any conditions set forth in the letters from the Department to Design-Builder. Such deviations, subject to satisfaction of any listed "conditions," expressly supersede any conflicting provisions in the Technical Provisions, as provided in Section 1.3.2 of the Contract. The ATCs, to the extent utilized by Design-Builder, shall otherwise meet all requirements of the conditions set forth in the Department letters, Technical Provisions and other Contract Documents.

Name	No.	Title of ATC
ATC	No. 1	Re-Use NB I-15 On-Ramp Structure
ATC	No. 2	Permitted Construction Closure
ATC	No. 3	Utilize Existing 4-8'X7' Box Culvert
ATC	No. 4	Preserve Existing Flyover Structure
ATC	No. 5	EPS Backfill Over Tropicana Outfall Channel
ATC	No. 6	Preserve Abutment Walls Tropicana Bridge Frank Sinatra
ATC	No. 8	Reduced Lane and Shoulder Widths on I-15
ATC	No. 10	Steel Intermediate Diaphragms

[See attached]

ATC NO. 1 | RE-USE NB I-15 ON-RAMP STRUCTURE

EXECUTIVE SUMMARY

Present a brief narrative description of the ATC concept and a brief narrative of the benefits of said concept

Section 1.2 of the Instructions for Proposers lists the Department's goals for this Project that include:

- Phase the construction work to expedite planned closures
- Balance need for efficient traffic operations while maintaining access to Tropicana Avenue and the resort corridor
- Make accommodations for the various Special Events during construction

In this ATC, Kiewit is proposing to utilize the existing NB I-15 On-ramp (Ramp "TR2") bridge over Frank Sinatra Drive Ramp (Ramp "FS1") by raising the existing superstructure approximately three feet to meet the required 16'-6" minimal vertical clearance over Arena Drive Ramp and by widening the existing bridge to provide the necessary width for the new NB I-15 On-ramp. Utilizing and widening of the existing bridge will result in lower construction costs to the Department, shortening the time the NB I-15 On-ramp and Frank Sinatra Drive Ramp will need to be closed and the associated reductions in impacts to the traveling public and project stakeholders.

BENEFITS:

In addition to helping to achieve all of the Department's goals listed above, this ATC, if approved, will bring the following benefits to the Department:

- Lowering the construction costs by avoiding having to remove the existing bridge and construct a new bridge, resulting in project savings of over \$1 million.
- Shortening the duration the NB I-15 On-ramp is closed to traffic by approximately 12 weeks to rebuild this ramp.
- Shortening the duration Frank Sinatra Drive Ramp would be closed by approximately six weeks to demolish the existing bridge and reconstruct a new full width bridge.
- Benefits the environment by reducing the consumption of valuable natural resources and vehicle emissions to construct a new bridge.
- Realizing the Department's full investment of the existing structure constructed in 2002 with a estimated remaining life based on the Load Rating Report.



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ATC NO. #02 | Permitted Construction Closures

EXECUTIVE SUMMARY

One of the Department's primary goals for the Project is to phase construction to expedite Substantial Completion, while balancing the needs for the following:

- efficient traffic operations and maintaining access to Tropicana Avenue and the Resort Corridor
- to ensure availability of existing property access and pedestrian connectivity
- to accommodate the patrons of special events during construction

Although this ATC may not expedite Substantial Completion, it provides an innovative approach to help balance the needs during construction of the Tropicana bridge over I-15. This ATC includes an alternative Maintenance of Traffic (MOT) strategy that complies with the number, duration, and lane requirements outlined in Attachment 12-1 Permitted Construction Closures. However, this ATC will request a deviation to storage lengths of exclusive turns lanes in the eastbound and westbound directions. Additionally, a deviation request to section 12.4.2 regarding shoulder widths is included.

BENEFITS:

If approved, this ATC will bring the following benefits to the Department:

- Improving the temporary traffic operations and volume throughput on Tropicana while reducing traffic delays during construction.
- Increases driver safety by eliminating conflicting left-turn movements

ATC NO. 3 | UTILIZE EXISTING 4-8'X7' BOX CULVERT

EXECUTIVE SUMMARY

Present a brief narrative description of the ATC concept and a brief narrative of the benefits of said concept.

Several of the Department's goals for the Project include:

- Phase the construction work to expedite planned closures
- Balance need for efficient traffic operations while maintaining access to Tropicana Avenue and the resort corridor
- Make accommodations for the various Special Events during construction
- Minimize risks related to Utility Adjustments
- Avoid, minimize, or mitigate visual impacts to private properties and businesses during construction

Technical Provision (TP) Section 8.3.7 of the Final RFP states: "Design-Builder shall replace the existing reinforced concrete box section of MPU Facility TRWA 0234 that crosses Tropicana Avenue. Removal and replacement limits of TRWA 0234 shall accommodate: Complete replacement of the four, 8' by 7' RCB structures originally installed by the Department (structure number B-797), the upstream end of which is located at north end of the Excalibur parking lot, and the downstream end is located roughly 40 feet north of the centerline of Tropicana Avenue".

This requirement appears to be due to additional fill and loading caused by the raising of the Tropicana Avenue profile shown in the Base Technical Concept (BTC) from the existing profile, and not necessarily due to the structural capacity, physical condition, or hydraulic capacity of the existing box culvert.

Kiewit has optimized the proposed profile of Tropicana resulting in the lowering of the Tropicana profile to match the existing profile over the existing box culvert and thereby, avoiding any additional embankment and loading on this structure. In addition to avoiding any additional loads to this structure, Kiewit has determined:

- All geometric profile criteria for Tropicana Avenue is met with this optimization.
- All hydraulic capacities are met with maintaining the existing boxes.
- All structural capacities contained within the existing culvert are met due to the elimination of the additional roadway embankment fill.
- The Department inspection report dated 2/15/2017 and Structure Inventory & Appraisal Report dated 8/28/2018 indicated no deficiencies requiring urgent corrective action and current Sufficiency Rating of 83.30. The rating provided includes current permit vehicle P13. The corrective actions identified in the 2/15/2017 inspection report would be included with the re-use of the existing culverts.
- New maintenance access grates, per the TPs, will be added to the existing box culvert south of Tropicana Ave.

As a result of these efforts and findings, Kiewit is submitting this ATC to utilize the existing box culvert under Tropicana in lieu of a replacement as described within Section 8.3.7 of the TPs.



PROJECT TROPICANA CONFIDENTIAL ATC

BENEFITS:

In addition to helping achieve all of the Department's goals listed above, this ATC, if approved, will provide the following benefits to the Department:

- Substantially reduces traffic impacts and delays on Tropicana as well as access to Project stakeholders, such as New York New York and T-Mobile Arena, by avoiding an estimated 15 week construction activity within Tropicana Avenue
- Results in reduction of construction cost savings of approximately \$5 million
- Minimizes risk of flooding of adjacent properties during reconstruction of the existing box culvert
- Potential conflict avoidance with existing utilities, including; water, sewer, electric, gas, and communication.
- Benefits the environment by reducing the consumption of valuable natural resources and vehicle emissions to replace the existing box culvert.

ATC NO. 04 | PRESERVE EXISTING FLYOVER STRUCTURE

EXECUTIVE SUMMARY

Present a brief narrative description of the ATC concept and a brief narrative of the benefits of said concept.

This ATC proposes modifications to the South to East Ramp and Dean Martin geometry to preserve approximately 2/3 of the existing southbound (SB) I-15 to eastbound (EB) Tropicana flyover structure I-796R, while also eliminating the need to braid Dean Martin with the proposed SB I-15 to westbound (WB) Tropicana ramp (see Figures 1 - 3). This ATC includes improvements upon the Base Technical Concept (BTC) but also requires deviations to the Technical Provisions (TPs) as described below.

BENEFITS:

This ATC, if approved, will bring the following benefits to the Department:

- Reduced overall impacts during construction by simplifying construction phasing and schedule durations due to preserving 2/3 of the existing flyover structure.
- Greater value to the Department and stakeholders by significantly reducing construction impacts and duration to I-15 and Tropicana commuters and adjacent property owners at one of Las Vegas' major resort corridor gateway interchanges. Reduced construction durations and impacts are made possible through the implementation of innovative construction phasing we have included within ATC No. 02. Our analysis within that ATC indicates that the interchange intersections operate with 12-30% lower delays than the BTC during construction.
- Preserves approximately 2/3 of the existing 28-year-old flyover structure allowing the Department to realize its full investment of an expensive asset and deferring full structure replacement costs, potentially up to 50 years. Although it is unknown how much additional service life is left in this structure, the Department Bridge Inspection reports indicate 25 remaining years based on original design. It should be noted that this structure is in good condition and, in arid climate without the damaging effects of freeze/thaw climate and the use of deicing chemicals, it can reasonably be expected that the remaining service life could potentially be significantly longer- our analysis indicates up to 50 years.
- Provides for a safer construction project by eliminating flyover construction over I-15.
- Cost savings of an estimated \$16.1 million to the project. The cost savings of preserving the majority of the flyover bridge, potential for right-of-way cost savings, utility impact avoidance, and reuse of a high mast light pole on this project can then be used by the Department towards maintaining and extending the life of the existing portion of the structure and other critical transportation needs in the state.
 - \$13 million – preservation of 2/3 of the Tropicana flyover structure and high mast lighting
 - \$1.6 million – potential right-of-way cost savings
 - \$1.5 million – potential utility impact avoidance
- Eliminates the need for a new SB I-15 to WB Tropicana off-ramp structure over Dean Martin, reducing initial capital improvement costs, construction duration and impacts, and eliminates a long-term bridge maintenance and lifecycle costs of this structure.
- The geometry for partially replacing the existing flyover structure enables us to significantly reduce the profile reconstruction over Tropicana Avenue, which also reduces construction duration and impacts to Tropicana Avenue, adjacent property owners/businesses and Tropicana Interchange users and avoids replacement of the TRWA 0234 flood control facility.

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MEETING AND IMPROVING UPON ALL OF THE DEPARTMENT'S GOALS:

Goal A:

- **Goal:** Phase the construction work to expedite Substantial Completion,
Meets goal: The critical path of this project runs through the Tropicana bridge over I-15 structure construction; not through the flyover structure construction. Eliminating demolishing and reconstructing 2/3 of the existing flyover structure is on a parallel path and does not reduce the project's critical path. However, this ATC reduces the closure of the South to East flyover ramp by 104 days.
- **Goal:** while balancing the needs for efficient traffic operations
Exceeds goal: Our traffic analysis indicates the ATC geometry and intersections will experience an overall improvement in efficient traffic operations by reducing nearly all maximum allowable intersection delays around 20%, reduces maximum allowable queue lengths by 14%, and reducing all maximum allowable vehicle densities (See Tables in Section S).
- **Goal:** while maintaining access to Tropicana Avenue and the resort corridor,
Exceeds goal: This ATC reduces the closure of the South to East Ramp by 104 days .
- **Goal:** ii) availability of existing property access
Exceeds goal: Our ATC improves property access to In-n-Out and all MGM properties, by reducing construction durations directly adjacent to their properties by 104 days, without adding any additional closures or impacts to access.
- **Goal:** and pedestrian connectivity
Exceeds goal: This ATC improves upon the existing pedestrian connectivity and reduces the amount of time they are in a temporary condition. One of the benefits of preserving the flyover structure at the existing tie in at Tropicana Avenue is that it also allows for significantly lowering the amount that the Tropicana Avenue roadway profile needed to be raised and reconstructed in the BTC. This reduces the impacts and durations of the MOT needed for reconstructing Tropicana Avenue and the subsequent impacts to pedestrians during construction. In addition, the pedestrian access from Dean Martin to In-n-Out parcel is improved by providing stair access to/from Tropicana Avenue and Dean Martin Drive and sidewalk adjacent to the parcel along Dean Martin.
- **Goal:** and iii) accommodations for the various special events during construction.
Exceeds goal: This ATC reduces overall construction duration of the South to East Ramp, which a major access point to the resort corridor, reducing the number of events that would have been impacted by construction of the BTC.

Goal B:

- **Goal:** Proactively coordinate and communicate with area community stakeholders and affected property owners over the duration of the design and construction phases.
Meets: By preserving the existing flyover ramp over I-15, overall impacts to the interchange are significantly reduced benefiting adjacent property owners. Reducing the time that would have been spent replacing and reconstructing the 2/3 section of the flyover over I-15 eliminates the overall duration of impacts to commuters and adjacent property owners. Eliminating the braid at the SB I-15 to WB Tropicana ramp over Dean Martin reduces impacts to adjacent property owners by eliminating the MOT associated with the construction of the structure that was



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eliminated. Implementing a similar pro-active public outreach approach used to construct Project Neon, the adjacent property owners and commuters will be notified with social media campaigns well in advance of any change in MOT operations.

Goal C

- **Goal:** Provide an approach that minimizes risks related to utility adjustments and protection in place while not unduly impacting completion of the Project, the traveling public, or service from the Utility to area property owners.
Exceeds goal: By eliminating the braided SB I-15 to WB Tropicana ramp with Dean Martin and preserving the existing flyover ramp, this ATC eliminates multiple utility relocations, which save project costs that can be applied to other NDOT priorities, facilitates project construction and completion, reduces impacts and MOT to traveling public, and reduces utility impacts/service interruptions to adjacent property owners. (See Table 5 in Section P which summarizes utility relocation reductions for utilities such as NV Energy, and LVVWD. Many of those utility relocation eliminations is made possible by eliminating new pier locations associated with preserving the existing flyover structure.) Every eliminated utility relocation reduces the risk related to utility adjustments.
- **Goal:** Avoid, minimize, or mitigate visual impacts to private properties, businesses, and advertising during and after construction.
Exceeds goal: This ATC minimizes visual impacts to adjacent property owners during construction by eliminating construction of the SB I-15 to EB Tropicana flyover ramp over I-15, which is the most visible and highest profile element of work on the project, and elimination of the SB to WB and Dean Martin braided ramp structure. This includes a significant reduction in the visual impact that comes from the use of cranes and falsework that would have been used in that section of construction of the flyover and for the braided ramp structure. Since construction will be expedited, it also minimizes the total duration of visual impacts. In addition, this ATC allows the existing Casino advertising sign to remain in place, which reduces NDOT's ROW cost plus avoids impacting this casino's advertising. Our public outreach campaign and MOT phasing will ensure access to businesses are posted and advertised, further mitigating potential impacts.

Additional benefits with this ATC:

- Substantial interchange geometric optimizations and improvements – See Table 1 in Section B for a summary of the overall reduction of and/or lessening in the severity of design exceptions.
- As a benefit to this ATC, the Tropicana Avenue profile can be significantly lowered over I-15 (See Figure 4, Section B), which allows the flyover profile (See Figure 5, Section B) to be optimized in a manner that achieves the minimum vertical clearance over Tropicana along with minimized flyover span replacement and avoids replacement of the TRWA 0234 flood control facility.

ATC NO. 05 | EPS BACKFILL OVER TROPICANA OUTFALL CHANNEL

EXECUTIVE SUMMARY

The existing Tropicana Outlet Channel (“TOC”) structure is designed to accommodate approximately 3.5 feet of fill. The owner’s concept for the I-15/Tropicana design build project proposes a full removal and replacement of 686 feet of the existing structure and open channel with an equivalent sized concrete box culvert. This concept has significant impacts to schedule, traffic, and construction phasing.

Section 8.3.6 of the Project Technical Provisions (TP) states “To accommodate Project improvements, including the additional load from fill over the top of the Tropicana Outlet Channel, Design-Builder shall replace the existing Tropicana Wash Channel and Tropicana Outlet Channel in accordance with the 408 permit.”

This ATC proposes the removal of the existing ground above the existing TOC structure and replacing the proposed roadway embankment with EPS backfill. This would effectively eliminate any additional loading above the existing structure. As mentioned in the TP Section 8.3.6, the justification for replacing the box is due to the additional load from fill. Based on the hydraulic analysis for the USACE 408 permit, provided in the RID documents, project changes have a negligible impact to hydraulics because the existing structure is being replaced with an equivalent box culvert. This ATC would match the existing hydraulic conditions and negate the need for a CLOMR or LOMR, as stated in section 8.3.7 of the TP’s.

BENEFITS:

In addition to helping achieve all of the Department’s goals listed above, this ATC, if approved, will bring the following benefits to the Department:

- The ATC would eliminate the removal and reconstruction of the “TOC” RCB structure under the TR4 alignment; which allows the ramp walls and fill to begin construction sooner and reduce the overall duration of the ramp construction by 9 weeks.
- Reduce impacts to the travelling public by avoiding the reconstruction of a portion of the existing box culvert
- This ATC would result in a project savings of approximately \$2.25 Million

ATC NO. 06 | PRESERVE ABUTMENT WALLS OF TROPICANA BRIDGE OVER FRANK SINATRA

EXECUTIVE SUMMARY

Present a brief narrative description of the ATC concept and a brief narrative of the benefits of said concept

Section 1.2 of the Instructions for Proposers lists the Department's goals for this Project that include:

- Phase the construction work to expedite Substantial Completion
- Balance need for efficient traffic operations while maintaining access to Tropicana Avenue and the resort corridor
- Make accommodations for the various Special Events during construction
- Minimize risks related to Utility Adjustments

The base technical concept (BTC) proposes full demolition followed by full reconstruction of the Tropicana over Frank Sinatra (Bridge H-2346) and structural elements. This ATC proposes to leave the existing abutment walls of the Tropicana Bridge over Frank Sinatra (Bridge H-2346) in place and to be utilized as retaining walls for the new underpass structure (see Figures 1-3). The existing retaining walls include 2-foot diameter shafts, spaced at 4-feet on center, with a reinforced concrete facing attached through shear studs. This type of construction creates a redundant structure that will have an extended life span, since it will not be exposed to the deterioration elements of a typical MSE or cast-in-place retaining wall. Preserving the existing retaining walls and shafts will result in:

- Lower construction costs (approximately \$1.8M)
- Shorten duration (35 days) for the time that Frank Sinatra will need to be closed to place the new bridge
- Reduces impacts to the traveling public, adjacent MGM properties, resort corridor employees and delivery access, pedestrians, and other project stakeholders with the expedited construction

BENEFITS:

In addition to helping to achieve the Department's goals listed above, this ATC will bring the following benefits to the Department:

- Lowering the construction cost and the associated Contract Price (approximately \$1.8M) by avoiding the removal of the existing bridge abutments and construction of a new retaining wall (or concrete abutment face).
- Shortened duration of the Frank Sinatra closure (reduced by approximately 35 days) needed to demolish the existing bridge abutments and reconstruct a new full width abutment and retaining walls
- Reducing the risk of encountering underground utilities (existing lighting, ITS, and storm drain lines) during bridge demolition and the construction of a new bridge abutment and retaining walls. (see utilities within Figure 2)
- Realizing the Department's investment of this 20-year-old structure that is less than half-way through its 50-year design life.
- 2 foot wider pedestrian walkway (compared to the BTC and TP required 15 feet) under the bridge

ATC NO. #08 | REDUCED LANE AND SHOULDER WIDTHS ON I-15

EXECUTIVE SUMMARY

One of the Department's primary goals for the Project is to phase the construction work to expedite Substantial Completion, while balancing the needs for the following:

- efficient traffic operations and maintaining access to Tropicana Avenue and the Resort Corridor
- to ensure availability of existing property access and pedestrian connectivity
- to accommodate the patrons of special events during construction

Although this ATC (use of 11 foot travel lanes and 2 foot shoulders on I-15 during construction) may not result in a reduction to the project schedule, it provides a safer approach to help balance the needs of traffic during construction within the I-15 corridor. This ATC includes a Maintenance of Traffic (MOT) strategy that:

- minimizes traffic shifts,
- eliminates multiple full freeway restripes, and
- minimizes driver confusion due to multiple ghost stripes that would result from full freeway restriping.

BENEFITS:

If approved, this ATC will bring the following benefits to the public, construction workers, and Department:

- maximizes the construction work area, which provides for more efficient work, increased worker safety, and increased quality
- provides the opportunity for additional lanes and increased capacity for the traveling public
- Increases driver safety by minimizing "ghost striping" (shadow striping created from multiple lane shifts during construction)
- Significantly reduces the need for full freeway restriping operations, which provides a safety benefit along with minimizing impacts to the public

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ATC NO. 10 | Steel Intermediate Diaphragms

EXECUTIVE SUMMARY

Many of the bridges in the Design-Builder's concept utilize prestressed concrete girders.

Section 14.5.4.7 of NDOT Structures Manual states "For spans greater than 40 feet, intermediate diaphragms shall also be used and shall be constructed of cast-in-place concrete."

This ATC proposes the use of steel intermediate diaphragms to connect the prestressed concrete girders together at midspan. The primary benefit of the proposed ATC is the reduction of nightly closures of I-15 and, therefore, impacts to the traveling public. This design also greatly simplifies the construction process and reduces the risk of working over live traffic.

BENEFITS:

This ATC, if approved, will bring the following benefits to the Department:

- The ATC would eliminate the extra steps involved with casting intermediate diaphragms at later dates, which results in a simplified construction sequence
- Reduces impacts to the travelling public by saving 8 nightly closures of I-15
- Increases safety for the workers and traveling public by avoiding the construction of cast-in-place diaphragms over live traffic
- Would result in a construction cost savings of approximately \$106k

ATC SUBMITTAL REQUIREMENTS

A. PROPOSER AND ATC NO.

Proposer: Kiewit Infrastructure West Co.

ATC No. 10 | Steel Intermediate Diaphragms

B. DESCRIPTION AND CONCEPTUAL DRAWINGS

A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including necessary design exceptions and a traffic operational analysis, if applicable.

Intermediate diaphragms are commonly used on girder bridges. Both steel and concrete intermediate diaphragms have been used to serve the same purpose with little or no change in structural behavior or performance. To expedite the construction sequence of the prestressed concrete girder bridges, the design team is proposing to use steel intermediate diaphragms per the UDOT standard utilizing steel channels or other solid structural steel sections. Installing the steel diaphragms can occur during girder placement which would reduce the overall number of lane closures to I-15 during the construction of the Tropicana over I-15 bridge. The diaphragm detail would be similar to the detail used during Project Neon (see Figure 1), which closely resembles the standard detail UDOT uses for intermediate diaphragms (see Figure 2).

ATTACHMENT 3 TO APPENDIX 12

PERMITTED CONSTRUCTION CLOSURE COMMITMENTS

Design-Builder has committed to significant reduction from allowable permitted construction closures in Technical Provision Attachment 12-1 (memorialized in the attached Form N-1 to follow), including:

- Keeping I-15 open during Tropicana Avenue demo, thereby reducing a number of I-15 full closures. Reducing I-15 weekend full closures by six full weekend closures compared to PC8A and PC8B.
- Reducing Tropicana Avenue weekend closures from ten to seven weekends and reducing the overall duration of the closures compared to PC14.
- Reducing the Tropicana Ave. westbound closure by 280 days compared to allowable under PC9A and PC9B.
- Reducing nightly closure of Frank Sinatra Drive by half compared to what is allowable under PC23.
- Full closures of NB and SB I-15 reduced by 10 (allotted 36 nights or weekends, Design-Builder using 26 nights or weekends).
- Lane closures on NB and SB I-15 reduced by 117 days.
- Ramp TR5 opens 140 days sooner by maintaining a majority of the I-15 flyover structure.
- Reduced total ramp closures on I-15 on- and off-ramps by 90 days (NDOT allotted 1,212 days, Design-Builder using 1,122 days).

In summary:

- Total lane closures reduced by 640 days.
- Total allotted full closures reduced by over 270 days (weekends, nights, and ramps).

FORM N-1**PERMITTED CONSTRUCTION CLOSURE COMMITMENTS**

Instructions for completing this Form N-1:

1. Proposer to insert the minimum number of lanes to be open to traffic in the blanks below (Column 2) at all times during the Construction Work for the Permitted Construction Closures pursuant to Section 12.4.3 of the Technical Provisions. (This cannot be **less** than the minimum number of lanes to be open to traffic at all time during the Construction Work for the Permitted Construction Closure specified in Attachment 12-1 of the Technical Provisions)
2. Proposer to insert the number of Permitted Construction Closures in the blanks below (Column 3) pursuant to Section 12.4.3 of the Technical Provisions. (This cannot be **more** than the maximum number of Permitted Construction Closures specified in Attachment 12-1 of the Technical Provisions.)
3. Proposer to insert the cumulative number or consecutive, as applicable, number of total days for the Permitted Construction Closures in the blanks below (Column 4) pursuant to Section 12.4.3 of the Technical Provisions. (This cannot be **more** than the maximum number of days specified in Attachment 12-1 of the Technical Provisions.)
4. If a column is not applicable to the information provided in Attachment 12-1 of the Technical Provisions, insert "N/A" for that entry.

Examples:

A minimum number of _____ [**Insert Number into Column 2**] travel lanes to be open to traffic at all times during the Construction Work for the Permitted Construction Closures.

A maximum of _____ [**Insert Number into Column 3**] Construction Closures with a duration not to exceed a cumulative of _____ [**Insert Number into Column 4**] days total.

Column 1	Column 2	Column 3	Column 4
Permitted Closure Number	Number of Open Travel Lanes	Number of Permitted Construction Closures	Total Number of Cumulative Days
PC1	4	1	335
PC2	3	1	45
PC3	2	45	N/A
PC4A	4	1	420
PC4B	0	1	180
PC5	3	1	45
PC6	2	45	N/A
PC7A	0	6	N/A
PC7B	0	6	N/A
PC8A	0	7	N/A
PC8B	0	7	N/A
PC9A	2	1	260
PC9B	2	1	60
PC10	2	10	N/A
PC11	2	1	310
PC12	2	10	N/A
PC13	4	2	30
PC14	0	7	N/A

Column 1	Column 2	Column 3	Column 4
Permitted Closure Number	Number of Open Travel Lanes	Number of Permitted Construction Closures	Total Number of Cumulative Days
PC15	0	1	280
PC16	0	1	260
PC17	0	1	260
PC18	0	1	310
PC19	0	1	400
PC20	0	1	540
PC21	0	3	N/A
PC22	2	5	256
PC23	0	10	N/A
PC24	0	6	N/A
PC25	2	2	250
PC25A	2	2	250
PC26	4	1	120
PC27	2	8	N/A
PC28A	4	1	45
PC28B	3	21	N/A
PC28C	2	21	N/A
PC28D	1	15	N/A
PC28E	0	5	N/A
PC28F	1	10	N/A
PC29A	4	1	45
PC29B	4	7	N/A
PC29C	3	21	N/A
PC29D	2	10	N/A
PC29E	2	1	5
PC29F	1	20	N/A
PC29G	0	5	N/A
PC29H	1	7	N/A
PC30A	1	15	N/A
PC30B	1	15	N/A
PC31	0	20	N/A
PC32	0	14	N/A
PC33	0	14	N/A
PC34	0	7	N/A
PC35	0	40	N/A
PC36	0	10	N/A
PC37	0	10	N/A
PC38	0	20	N/A
PC39	0	10	N/A
PC40	0	25	N/A
PC41	0	21	N/A
PC42	0	7	N/A
PC43	0	5	N/A
PC44	1	5	N/A
PC45	1	5	N/A
PC46	0	5	N/A
PC47	0	5	N/A

The Proposer commits to providing the open number of lanes, not exceeding the number of Permitted Construction Closures, and not exceeding the cumulative number of total days allowed pursuant to Attachment 12-1 of the Technical Provisions, by the above durations.

PROPOSER

Date: June 23, 2021

Proposer: Kiewit Infrastructure West Co.

Signature:  _____

Title: Senior Vice President, Kiewit Infrastructure West Co.